MEETING AGENDA
SESSION OF THE CITY COMMISSION (1ST BUDGET HEARING)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, SEPTEMBER 9, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
   - 3.A Proclamation - Florida Redevelopment Week
   - 3.B Proclamation - Brazilian Day
   - 3.C Employee of the Month for September
   - 3.D Annual Red Light Camera Report Presentation and Discussion
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing - First Reading - Proposed Ordinance # 26-20 - Land Development Code Text Amendment (Section 14-11: Signs)

     AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING 14-11-9.B TABLE 11-3; UPDATING 14-11-11.A TABLE 11-5; ADDING MINOR CLARIFICATION LANGUAGE THROUGHOUT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
   - 4.B Public Hearing - First Reading - Proposed Ordinance # 26-21 - Land Development Code Text Amendment (Section 14-3-16: Level of Review Required and 14-3-29: Conditional Uses)

     AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-1; AMENDING 14-3-16, TABLE 3-1 TO DESIGNATE THE CITY COMMISSION AS A REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD PROVISIONS FOR SITE PLAN WAIVERS, DESIGNATING THE CITY COMMISSION AS THE APPROVAL BOARD FOR CONDITIONAL USES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
5. **PUBLIC HEARINGS**
   - 5.A Public Hearing - Proposed Renaming of Ruby Plaza in Honor of Guillermo "Bill" Hansen
   - 5.B Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2026-2027
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 must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

7.A City Commission minutes from August 18, 2026 Meetings and August 25, 2026 Budget Workshop

7.B Acceptance of Urban and Community Forestry Inflation Reduction Act Grant

7.C Accept 2026 Urban and Community Forestry Hurricane Ian Recovery Grant

7.D Playground and Safety Surface at Rainbow Park

7.E High Intensity Drug Trafficking Grant funding from the Seminole County Sheriff's Office

7.F Police Department Purchase of 3-D Mapping Camera

7.G Authorization to Accept 2026–2027 Victims of Crime Act (VOCA) Grant Funding

7.H Authorization to accept funding from the Florida Department of Law Enforcement Cyber Task Force Grant

7.I FY 2026 Edward Byrne Memorial Justice Assistance Grant Program

7.J Edward Byrne Memorial Justice Assistance Grant Program FY2025

7.K Resolution to Adopt the Multi-Jurisdictional Program for Public Information as part of the National Flood Insurance Program

7.L Authorization to Negotiate Construction Engineering and Inspection Services for Connect Kissimmee Complete Streets Phase 1

7.M Woodside Drainage & Utilities Phase 2 Change Order No. 3

7.N Purchase of Thermoplastic Burner System

7.O First Extension of the Stormwater Monitoring Data Host Agreement

7.P Budget Transfer for Heavy Truck Mobile Lifts

7.Q Disposal of City Assets

7.R General Pension Board Ministerial Appointment

7.S Toho Water Authority Board Reappointment

7.T Police Pension Board Reappointment

7.U Acceptance of HUD Section 108 Loan Guarantee for the Haven on Vine

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A (VSCRA) Vine Street Community Redevelopment Agency 2026 Redevelopment Plan Amendment

8.B (DKCRA) Azure Hotel International, Inc. Pioneer Project Incentive Program Agreement

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

In accordance with Florida Statutes §286.105, any person wishing to appeal any decision made by the City Commission (1st Budget Hearing) with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statutes §286.26, any person needing assistance to participate in any of these proceedings should contact the Office of the City Clerk in writing at least 48 hours prior to the meeting at cityclerkemail@kissimmee.gov or by telephone at (407) 518-2308.

ITEM 3.A
Proclamation - Florida Redevelopment Week

Request

Proclamation presentation to the Economic Development Staff and Community Redevelopment Agencies in recognition of Florida Redevelopment Week, September 14–18, 2026.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Florida Redevelopment Week

Proclamation

City of Kissimmee
Florida

FLORIDA REDEVELOPMENT WEEK

WHEREAS, Community Redevelopment Agencies (CRAs) and redevelopment programs play a vital role in revitalizing neighborhoods, addressing areas of slum and blight, strengthening local economies, revitalizing downtowns, and improving the quality of life for residents and businesses throughout the State of Florida; and

WHEREAS, redevelopment initiatives encourage private investment, support small businesses, improve infrastructure, enhance public spaces, and expand housing opportunities, thereby fostering vibrant, resilient, and equitable communities; and

WHEREAS, the Florida Redevelopment Association (FRA), in partnership with municipalities, counties, and community stakeholders, promotes best practices, professional education, and collaboration to advance community redevelopment efforts throughout Florida; and

WHEREAS, Florida Redevelopment Week serves as an opportunity to recognize redevelopment achievements, highlight transformational projects, engage residents and stakeholders, and celebrate the economic, social, and cultural benefits of community revitalization; and

WHEREAS, the observance of Florida Redevelopment Week will raise awareness of the importance of community redevelopment and inspire continued public and private investment in Florida's neighborhoods, downtowns and commercial corridors; in Florida's neighborhoods, downtowns, and commercial corridors; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby recognize September 14-18, 2026, as **"Florida Redevelopment Week"** in the City of Kissimmee and encourage all residents, businesses, community organizations, and public officials to recognize and celebrate the contributions of community redevelopment programs.

IN WITNESS, THEREOF, this is signed this 9th day of September 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.B
Proclamation - Brazilian Day

Request

Brazilian Day Proclamation presentation to Luca Martins in recognition of the Brazilian Independence Day — September 7, 2026.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Brazilian Day Proclamation

Proclamation

City of Kissimmee Florida

BRAZILIAN DAY PROCLAMATION

WHEREAS, September 7th marks the anniversary of the Independence of Brazil, commemorating Brazil's declaration of independence in 1822 and celebrating the history, culture, and national heritage of the Brazilian people; and

WHEREAS, the City of Kissimmee is proud to be home to a vibrant and growing Brazilian and Brazilian-American community whose families, entrepreneurs, professionals, artists, and community leaders contribute greatly to the economic, cultural, and social fabric of our city; and

WHEREAS, Brazilian-owned businesses and entrepreneurs have invested in Kissimmee, created jobs, revitalized commercial spaces, welcomed visitors, and helped strengthen the City's reputation as a diverse and dynamic destination in Central Florida; and

WHEREAS, the Brazilian community enriches Kissimmee through its traditions, cuisine, music, arts, language, hospitality, and strong spirit of family and community, adding to the multicultural identity that makes Kissimmee a special place to live, work, visit, and do business; and

WHEREAS, recognizing Brazilian Independence Day provides an opportunity to celebrate the friendship between the people of Brazil and the United States and to honor the generations of Brazilians who have made Kissimmee and Central Florida their home; and

WHEREAS, the City of Kissimmee recognizes the importance of celebrating the many cultures represented throughout our community and the contributions they make toward building a more welcoming, prosperous, and connected city; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby celebrate the Brazilian Independence day and recognize September 7, 2026, as **"Brazilian Day"** in the City of Kissimmee and encourage all residents, businesses, and visitors to join in celebrating Brazilian culture, heritage, entrepreneurship, and community.

IN WITNESS, THEREOF, this is signed this 7th day of September, 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.C
Employee of the Month for September

Request

For City Commission to join the City Manager in recognizing Minerva Vazquez of the City Manager Department as the Employee of the Month for September.

Explanation

The City is proud to announce that Minerva Vazquez, Executive Assistant in the City Manager's Department, has been selected as the Employee of the Month for September 2026.

Minerva has made a lasting impact through her professionalism, dedication, and commitment to excellence. She has been with the City for 12½ years, and throughout her tenure, she has consistently demonstrated what it means to be a true standout employee.

Minerva elevates the role of executive administrative support to a level that sets a standard for those around her. Her ability to manage complex executive calendars, coordinate high-level meetings and events, and ensure seamless transitions behind the scenes is truly remarkable.

Her positive attitude and genuine warmth set the tone for the entire City. While her role is demanding, Minerva carries her responsibilities with a level of professionalism and grace that makes everything look effortless. She is dependable, proactive, thorough, and deeply committed to serving not only City leadership but the entire organization and our community.

The City of Kissimmee sincerely thanks Minerva Vazquez for her many years of dedicated service and for the positive impact she continues to make each day. We are proud to recognize her outstanding contributions and congratulate her on being selected as our September 2026 Employee of the Month!

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 3.D
Annual Red Light Camera Report Presentation and Discussion

Request

To allow the Police Department to present the Annual Red Light Camera report to the Commission as required by Florida law.

Explanation

Pursuant to Florida State Statute 316.0083, a municipality that operates one or more traffic infraction detectors within the jurisdiction must present the programs annual report to the governing body or Commission. The attached report covers the Police Department's red light camera data from July 1, 2025 through June 30, 2026. The statute requires that the presentation must not be part of the consent agenda and that the presentation must provide the opportunity for discussion and allow for public comment.

Department: Police
Presenter: Michael Tilton

Attachment(s):
1. Annual Red-Light Camera Report Presentation
2. Red Light Camera Program FY 2026
3. Red Light Camera Survey for Fiscal Year 2025-2026

Annual Red-Light Camera Report Presentation

Florida State Statute 316.0083

- Modifications were made to the statute in July 2024.
- Municipalities with Red-Light Camera programs must present the annual report statistics to the Commission.
- Report covers data from July 1, 2025 through June 30, 2026.

Red-Light Cameras (10 Intersections / 19 cameras total)

- Main / Neptune (2 Cameras since 2012)
- Thacker and Vine (2 Cameras since 2012)
- Dyer and Vine (1 Camera since 2012)
- Bass and Vine (1 Camera since 2012)
- John Young and Vine (3 Cameras since 2012)

Red-Light Cameras (10 Intersections / 19 cameras total)

- Emmett and John Young (1 Camera since 2012)
- Carroll and John Young (2 Cameras since 2012)
- Michigan and Osceola (2 Cameras since 2012)
- Michigan and Vine (2 Cameras since 2012, 1 in 2017)
- Main and Vine (2 Cameras in 2018)

Red-Light Camera Statistics

- 31,243 Notices of Violation (NOVs) were issued
- 19,950 NOVs were paid
- 75 NOVs were contested (0 of the contested NOVs were pending final outcome as of June 30, 2026)
- 52 contested NOVs were upheld
- 23 contested NOVs were dismissed
- 9,409 Uniform Traffic Citations (UTCs) were issued

Red-Light Camera Statistics (Continued)

- Revenue during reporting period: $2,306,250.00
  - Cash Receipts/Payments (Redflex / Verra): $828.00 / $1,598,870.00
  - Cash Receipts/Payments (UTC): $683,477.72
- Expenses
  - Camera: $875,410.21
  - Convenience Fees: $229.50
  - Municipal Clerk (Salary and Benefits): $77,364.27
  - Municipal Clerk (Operating Expenses): $2,736.79
  - Police Officer (Salary and Benefits): $104,822.88
- Net Proceeds: $1,245,921.36
- All Red-Light Camera Program proceeds are allocated toward roadway improvements and resurfacing. The entire proceeds pay for a portion of the City's street projects to enhance the safety of our roadways.

Questions or Comments?

Annual Red-Light Camera Report Presentation



Thanks!

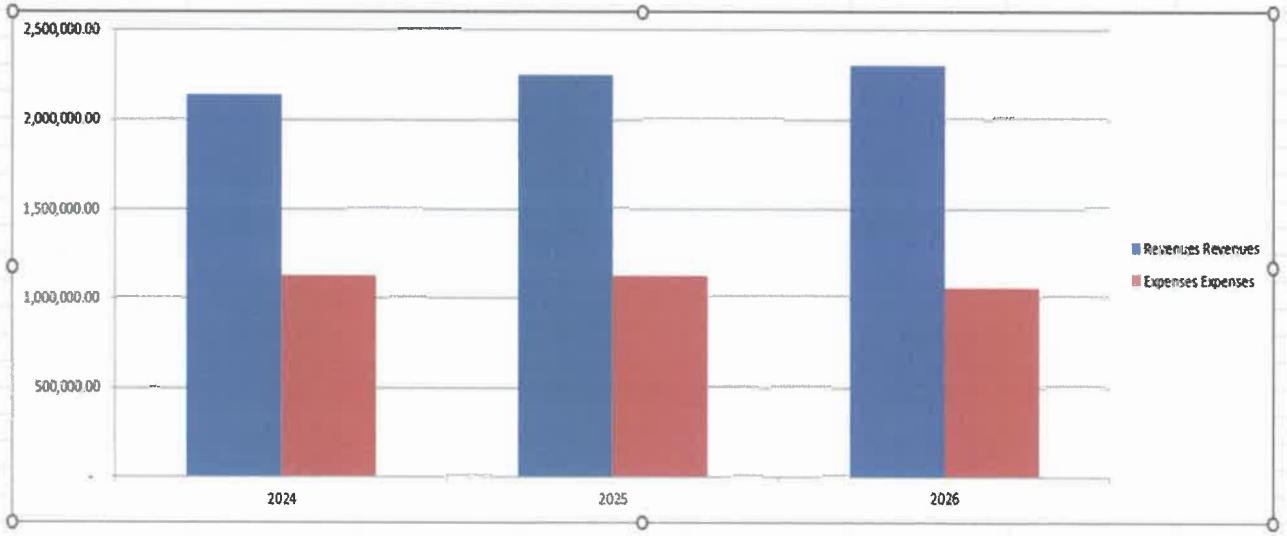
kissimmee.gov/pol ce

@kissimmeepolice

Red Light Camera Program FY 2026

Dates 07/01-06/30

Year	Col	Revenues	Cash Receipts Redflex	Cash Receipts Verra	Cash Receipts UTC2	Camera Expenses	Convenience Fees	Municipal Clerk Salary & Benefits	Municipal Clerk Operating Expenses	Police Officers Salary & Benefits	Net	Column1
2024	YTD	2,133,827.51	1,239,224.95	0.00	446,048.33	931,113.67	37,460.05	67,693.16	4,211.90	87,804.14	1,005,544.59	
2025	YTD	2,248,811.44	627,119.65	1,003,878.13	493,694.41	933,410.21	16,531.90	74,960.87	1,622.29	102,289.70	1,119,996.47	
2026	YTD	2,306,250.00	828.00	1,598,870.00	683,477.72	875,175.20	229.50	77,364.27	2,736.79	104,822.88	1,245,921.36	



Red Light Camera Survey for Fiscal Year 2025-2026

Welcome to the Florida Department of Motor Vehicles and Highway Safety's (FLHSMV) annual survey on the use and operation of traffic infraction detectors, commonly known as Red Light Cameras, for the 2025-2026 Fiscal Year.

Per section 316.0083(4)(c), Florida Statutes, FLHSMV is directed to compile an annual comprehensive summary report on use of red light cameras throughout the state. The primary objective of the survey is to collect essential information from Florida counties, municipalities, and other jurisdictions that operate red light cameras. Be aware that your survey responses will be included in the final report, but your contact information will not be published.

We value your input, as it will greatly contribute to the report's accuracy and completeness. The survey is expected to take approximately 15 to 20 minutes to complete, if you've collected all the necessary information prior to logging on to begin. Please be advised that the deadline for submitting your survey responses this year is **Thursday, October 1, 2026**.

Thank you for taking the time to participate in this survey and for helping us gather the required information. If you experience any issues or have questions regarding the survey, please contact Rhonda MacKinnon at (850) 617-2690 or by email at RhondaMacKinnon@flhsmv.gov.

Q1. Please enter your contact information:

Name:	Sergeant Edward Diehl
Agency:	Kissimmee Police Dept
Email Address:	edward.diehl@kissimmee.gov
Phone Number:	407-847-0176
Phone Extension, if applicable:	3239

Q2. Please select the jurisdiction (city or county) you represent:

Kissimmee

Q3. Did your jurisdiction **operate red light cameras** within the reporting period of **July 1, 2025 through June 30, 2026**?

- (●) Yes
- ( ) No

Q4. As required by section 316.0083(4)(a)2., have you **already presented your Red Light Camera data / report as a single agenda item** at a meeting of Kissimmee's governing body **for the Red Light Camera program reporting period of July 1, 2025 through June 30, 2026**?

- ○ Yes
- ◉ No

Q5. On **what date did you present, or will you present, your Red Light Camera data / report** to Kissimmee's governing body? Please enter your answer in format mm/dd/yyyy. If you do not have a date yet, please leave the field blank. You may provide the date at a later time.

September 9, 2026

Q6. What department oversees the red light camera program in Kissimmee?
Example: Police Department, Sheriff's Office, Code Enforcement, Traffic Unit, etc.

Traffic Enforcement Unit

Q7. Did Kissimmee **discontinue its red light camera program** during the reporting period, **July 1, 2025 through June 30, 2026**?

- ○ Yes
- ◉ No

Q8. Please enter the date that Kissimmee discontinued its program. Please enter your answer in format mm/dd/yyyy.

This question was not displayed to the respondent.

Q9. What **red light camera vendor(s)** does Kissimmee use? Please select any you may have used during the reporting period, **July 1, 2025, through June 30, 2026**.

- ☐ American Traffic Solutions (ATS)
- ☐ Conduent
- ☐ Novoa Global
- ☐ Redspeed
- ☐ Redflex
- ☐ Sensys Gatso
- ☑ Verra Mobility
- ☐ Other, please specify:

Q10. **As of July 1, 2025**, how many **red light cameras** were operational in Kissimmee?

19

Q11. **As of June 30, 2026**, how many **red light cameras** were operational in Kissimmee?

19

Q12. **As of July 1, 2025**, at how many **intersections** were red light cameras operational in Kissimmee?

10

Q13. **As of June 30, 2026**, at how many **intersections** were red light cameras operational in Kissimmee?

10

Q14. Please provide the following information regarding **Notices of Violation** issued for red light camera violations in Kissimmee during the reporting period of **July 1, 2025, through June 30, 2026.**

Total Notices of Violation Issued	31,243
Notices of Violation Paid	19,950
Notices of Violation Contested, but Pending Final Outcome	0
Notices of Violation Contested and Dismissed	23
Notices of Violation Contested and Upheld	52
Notices of Violation that Resulted in Uniform Traffic Citations Being Issued	9,409
Notice of Violation Pending Issuance as Uniform Traffic Citations	0

Q15. As required by section 316.0083(4)(a)2.b., please provide the total amount of **red light camera revenue from paid violations** that was collected by Kissimmee between **July 1, 2025, through June 30, 2026**. Please enter your answer in dollars and cents (ex: $158,000.00).

2,306,250.00

Q16. How much **red light camera revenue was remitted to the Department of Revenue** between **July 1, 2025, through June 30, 2026**, as required by section 316.0083(1)(b)3.b., Florida Statutes? Please enter your answer in dollars and cents (ex: $83,000.00)

1,693,615.00

Q17. How much **red light camera revenue was retained by Kissimmee** between **July 1, 2025, through June 30, 2026**, as authorized by section 316.0083(1)(b)3.b., Florida Statutes? Please enter your answer in dollars and cents (ex: $75,000.00)

612,635.00

Q18. How many **registration holds** did Kissimmee request as a result of red light camera violations during the reporting period of **July 1, 2025, through June 30, 2026**? If you do not know, please leave this field blank.

8

Q19. How does Kissimmee **submit traffic crash data** to the Florida Department of Highway Safety and Motor Vehicles?

- (●) All Electronically
- ( ) All Paper
- ( ) Both

Q20. Have **court cases** impacted Kissimmee's **red light camera program**?

- ( ) Yes
- (●) No

Q21. Please explain how court cases have impacted Kissimmee's red light camera program.

This question was not displayed to the respondent.

Q22. Please **rate** the following **factors by importance** when selecting which **intersections to install red light cameras** in Kissimmee.

	Very Important	Somewhat Important	Not Important	N/A
Traffic Citation Data	(●)	( )	( )	( )
Citizen Complaints	( )	(●)	( )	( )
Law Enforcement Officer Observations	( )	(●)	( )	( )
Traffic Volume	(●)	( )	( )	( )
Pedestrian Safety	(●)	( )	( )	( )
Traffic Crash Data	(●)	( )	( )	( )
Other	( )	( )	( )	(●)

Q23. Please describe the other factors used when selecting which intersections to install red light cameras in Kissimmee.

This question was not displayed to the respondent.

Q24.
Were any existing red light cameras relocated within Kissimmee during the reporting period of July 1, 2025, through June 30, 2026?

- ○ Yes
- ◉ No

Q25. How many cameras were relocated?

This question was not displayed to the respondent.

Q26. Why were the cameras relocated?

This question was not displayed to the respondent.

Q27. What factors are used to determine the success or failure of each camera location within Kissimmee? Please select all that apply.

- ☑ Number of crashes
- ☑ Pedestrian safety
- ☐ Revenue
- ☐ Other, please specify

Q28. Who reviews the camera images before Notices of Violation are issued within Kissimmee? Please select all that apply.

- ☑ Law Enforcement Officer
- ☐ Non-sworn Government Employee
- ☐ Non-sworn Contractor Employee (Vendor)

- [ ] Other, please specify

Q29. Who **reviews contested Notices of Violation** within Kissimmee? Please select all that apply.

- [x] Law Enforcement Officer
- [ ] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q30. Who **issues Uniform Traffic Citations** in Kissimmee if **Notices of Violation are unpaid and uncontested**? Please select all that apply.

- [x] Law Enforcement Officer
- [ ] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q31. Does Kissimmee **issue Notices of Violation** (based on red light camera detection) for **improper right turns on a red signal**?

- (●) Yes
- ( ) No

Q32. Please provide the following information regarding **Notices of Violation** issued for **improper right turns on a red signal** in Kissimmee during the reporting period of **July 1, 2025, through June 30, 2026**.

Total Notices of Violation Issued	6,847
Notices of Violation Paid	4,244
Notices of Violation Contested, but Pending Final Outcome	7
Notices of Violation Contested and Dismissed	2
Notices of Violation Contested and Upheld	10
Notices of Violation that Resulted in Uniform Traffic Citations Being Issued	2,109
Notice of Violation Pending Issuance as Uniform Traffic Citations	0

Q33. Section 316.0083(1)(a), Florida Statutes, provides that, "A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a **careful and prudent manner** at an intersection where right-hand turns are permissible."

Please provide the **definition used by Kissimmee when determining if a violation should be issued**.

Where posted signage prohibits right turns on red

Q34. What **action(s)** has Kissimmee taken **to improve safety measures** as a result of your red light camera program? If Kissimmee has not taken an action which is listed, please select N/A.

	At intersections **with** red light cameras	At intersections **without** red light cameras	N/A
Education and Outreach	☑	☑	☐
Engineering, Roadway/Geometric	☑	☑	☐
Engineering, Signalization/Operations	☐	☑	☐
Increased other type of signage	☐	☑	☐
Increased red light camera-specific signage	☑	☐	☐
Lighting	☑	☐	☐
Re-striping	☑	☑	☐
Other	☐	☐	☑

Q35. Please describe any **other action(s)** that Kissimmee has taken **to improve safety measures** as a result of your red light camera program.

This question was not displayed to the respondent.

Q36. Has **red light camera footage** been used to **investigate other crimes or cases** not related to red light violations within Kissimmee?

- (●) Yes
- ( ) No

Q37. Please describe the **other situations in which red light cameras** have been used within Kissimmee. Select all that apply.

- [x] Crash Investigations
- [x] Criminal Investigations
- [x] Missing Persons
- [ ] Other, please specify:

Q38. Has Kissimmee **conducted an independent red light camera analysis**?

- (●) Yes
- ( ) No

Q39. Is Kissimmee **continuing its red light camera program** in this fiscal reporting year, **July 1, 2026, through June 30, 2027**?

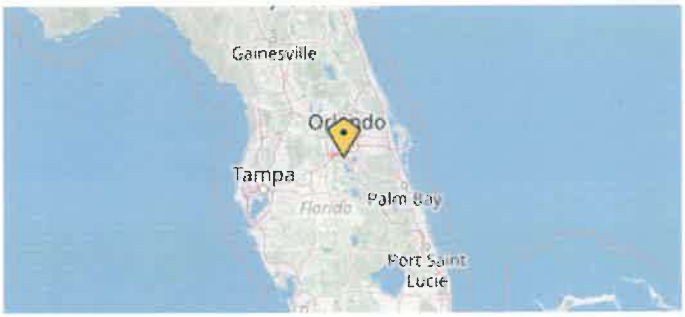
- (●) Yes
- ( ) No

Q40. Please provide any additional **specifications or clarifications for any of your responses** to this survey.

Location Data

Location: (28.3056, -81.4197)

Source: GeoIP Estimation



ITEM 4.A

Public Hearing - First Reading - Proposed Ordinance # 26-20 - Land Development Code Text Amendment (Section 14-11: Signs)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING 14-11-9.B TABLE 11-3; UPDATING 14-11-11.A TABLE 11-5; ADDING MINOR CLARIFICATION LANGUAGE THROUGHOUT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Requesting approval of amendments to the sign regulations within the Land Development Code.

Explanation

This is a request to make minor amendments to the Sign Code, Chapter 14-11 of the Land Development Code. The changes are as follows:

- Amending the 60-day time period to 15-days for abandoned, destroyed, substantially damaged, or altered to an extent exceeding 50% of the value of the sign to be brought up to Code. If additional time is needed, that will be determined on a case-by-case basis by the Code Enforcement officer.
- Amending the non-residential building sign standards to allow one per street frontage and one for ground floor units with courtyard/internal entrances. This is to allow more opportunities for wall signage.
- Amending the section for yard signs within non-residential districts to accommodate the political season.
- Minor clarification language was added throughout.

Recommendation

Staff recommends approval.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on August 19, 2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Ashley Cornelison

Attachment(s):

1. Proposed Ordinance 26-20
2. Business Impact Estimate
3. Advertisement
4. PAB Action Summary 08.19.2026

PROPOSED ORDINANCE #26-20
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING 14-11-9.B TABLE 11-3; UPDATING 14-11-11.A TABLE 11-5; ADDING MINOR CLARIFICATION LANGUAGE THROUGHOUT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Kissimmee (the "City") recognizes that signage affects the public health, safety, and general welfare of the businesses and residents of the City, and that in order to preserve and enhance the City as a desirable community in which to live and do business, a pleasing and visually attractive environment is critical; and

WHEREAS, the last significant update to the Kissimmee Sign Code was adopted in January 2026; and

WHEREAS, minor amendments are needed to ensure the language and intent behind the standards are clear and consistent; and

WHEREAS, the City of Kissimmee Commission agrees with the Sign Code revisions and finds they are necessary for the public health, safety, and general welfare of the businesses and residents of the City.

SECTION 1. RECITALS. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Kissimmee.

SECTION 2. Chapter 14-2 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit A."

SECTION 3. SEVERABILITY. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4. CONFLICT. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. ADMINISTRATIVE CORRECTION. This Ordinance may be re-numbered or re-lettered, and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Attorney, without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 22nd day of September, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legality:

_____
Kalanit Oded, City Attorney

Exhibit A
Chapter 14-2

TITLE XIV: LAND DEVELOPMENT CODE

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CHAPTER 14-11: SIGNS

14-11-1. Purpose and Intent.

The purpose and intent of this chapter is to provide the minimum standards to promote and protect the public health, safety, general welfare and aesthetics of the city by regulating existing and proposed signs within the city. The regulations are also intended to reduce hazards, ensure signs do not create visual clutter and facilitate the communication of the intended messages to the public. The aesthetic impact of signs is an economic fact which may bear heavily upon the enjoyment and value of property; therefore, the regulation of signs is validly justified on the basis of conserving the value. Specific objectives of the sign regulations contained in this chapter include:

A. Protect property values, create a better business climate and enhance the physical appearance of the community.

B. Improve pedestrian, bicycle and vehicular safety.

C. Reduce visual pollution.

D. Minimize the negative effect that signs may have on other properties as a result of their size, height, illumination, brightness, or movement.

E. Regulate the appearance and design of signs to enhance the visual appeal of the city and contribute to the City's goal of achieving quality development.

F. Allow for traffic control devices consistent with state, local and national standards.

G. Address the removal of unsafe and hazardous signs.

14-11-2. Severability.

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word in this chapter is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of the Code of Ordinances.

14-11-3. Applicability.

The provisions of this chapter shall apply to all new signs erected within the city, except the following. Such signs, however, are not exempt from the structural, electrical, or material specifications set forth in other chapters of this code and the Florida Building Code.

A. Signs required by law (e.g., traffic control devices);

B. Vehicle signs, unless they are frequently parked within view from the right-of-way (See **Section 14-11-5**);

C. Signs located entirely within a building or enclosed space and not intended to be visible from the street;

D. Signs internal to a plaza or courtyard or other exterior space not visible from a public street or public sidewalk;

E. Signs printed on the fabric of table umbrellas used for outdoor dining or special events.

14-11-4. Non-conforming and Abandoned Signs.

Non-conforming signs (defined in Chapter 14-2) may continue to be used; however, signs ~~structures~~ determined by the City to be abandoned (as defined in Chapter 14-2), destroyed, substantially damaged, or altered to an extent exceeding 50% of the value of the sign must be removed or brought up to code

~~within~~ a minimum 15~~60~~ days, or by a timeframe determined by Code Enforcement after ~~of Code Enforcement~~ notification via certified mail.

Abandoned signs that are otherwise conforming to the provisions of this chapter are not required to be removed; however, if the sign panels are removed, they shall be replaced within 30 days of the business closure with non-illuminated panels.

14-11-5. Prohibited Signs.

Except as otherwise provided in this chapter, the following signs shall be prohibited everywhere in the city:

A. Any sign not prescribed as a permitted sign by this chapter or not permitted by city building or electrical codes.

B. Signs that move, revolve, twirl, rotate, or flash (e.g., including multi-prism signs, inflatable tube signs, scrolling/rolling text, videos and the like) This does not include changeable copy signs adhering to Section 14-11-7.E.

Figure 11- 1. Movable signs






C. Bench signs, unless approved by the City Commission as part of a vendor procurement process.

D. Bunting as defined in Chapter 14-2.

E. Cabinet signs with internally illuminated backgrounds (see Section 14-11-7.D, illumination). .

F. Window wrap signs, as defined in Chapter 14-2, covering more than 75% of a window.

G. Fence signs, other than approved temporary signs and street wall signs specifically permitted elsewhere in this chapter.

H. Signs of 20 square feet or more attached to, placed on or painted on vehicles or mobile trailers parked for a period of 24 hours either in the public right-of-way or within 50 feet and in plain view from the public right-of-way (see **Figure 11-2**).

Figure 11- 2. Signs on Parked Vehicles





I. Parasite signs.

J. Portable signs other than those permitted by Section 14-11-11.

K. Mobile trailer signs.

L. Pole/pylon signs.

M. Roof signs.

N. Snipe signs.

O. Swinging signs, except for hanging signs.

P. Signs on public property or right-of-way, other than signs placed or authorized by government agencies.

Q. Signs that have unshielded illuminating devices or that reflect lighting onto public rights-of-way thereby creating a potential pedestrian, bicycle, or vehicular hazard.

R. Signs that are not consistent with Chapter 847 (Obscenity) of the Florida Statutes.

S. Any sign that could be confused with a traffic signal or sign and signs that obstruct, conceal, hide, or otherwise obscure from view any official traffic or government sign, signal, or device.

T. Any private sign extending over a public right-of-way, other than those specifically authorized in this chapter.

U. Any sign emitting audible sound or a visible substance such as smoke or steam.

14-11-6. Administration, Permits and Adjustments.

A. Administrator.

Administration of this chapter is vested in the Development Services Department.

B. Permit Required.

1. No sign shall be erected, altered, or relocated without a permit issued by the Building Division, unless exempted by this chapter or the Florida Building Code. All signs must comply with the Florida Building Code, the Florida Statutes and any other applicable state, county, or federal regulation.

2. Where it can be determined that any part of a sign placement was started prior to permit issuance, fines/penalty fees and/or other Code Enforcement action may apply, per the applicable section of the Code.

C. Sign Permit Exemptions.

In addition to the signs listed as exempt in Section 14-11-3 (Applicability), the following activities and signs shall not require a sign permit. However, such signs are not exempt from the structural, electrical, or material specifications as set forth in other chapters of this code and the Florida Building Code.

1. Changing the sign content/message on message center signs.
2. Painting, repainting, cleaning and other normal maintenance or repair of a sign structure unless the sign structure is modified.
3. Small signs, each measuring two square feet or less.
4. Temporary Signs, unless otherwise specifically required in this chapter.
5. Up to two flags per site with a maximum size of 60 square feet per flag. Flagpoles shall not exceed a maximum height of 30 feet and require a permit.
6. Signs located within a courtyard or other interior open space and not visible from the public right-of-way.
7. Address Numbers, provided they conform with the Osceola County Code of Ordinances and the following.
    a. Residential building address numerals shall be at least three inches high and one-half inches in width.
    b. Non-residential building address numerals shall be at least five inches high and one-half inches in width. Address numerals must be placed at both the front and rear doors and must be of a contrasting color to the building.
    c. No digit may have a height or width greater than 12 inches without meeting copy area and other sign standards of this chapter.

D. Administrative Adjustment.

The administrative adjustment process provides a mechanism by which the regulations of this chapter may be modified if the proposed signs meet the intended purpose of the sign regulations. Administrative adjustments provide flexibility for unusual situations and allow for alternative ways to meet the purposes of this Code while providing certainty and the efficient processing of applications. This process may also be used to propose a creative sign that is unique in design and exhibits a high degree of construction, manufacturing, thoughtfulness, imagination, inventiveness and spirit.

1. Standards eligible for adjustment: Adjustments shall be limited to the size, height, and/or setback of an on-site sign, with a maximum 10% increase of any measurable dimension. No adjustments shall be granted for the following items:
    a. Changes in permitted types of signs.
    b. Adjustments which permit building signs to extend above the roof line.
    c. Adjustments which permit a sign to be located in a visibility triangle.
    d. Adjustments which permit a prohibited sign.
2. Application Submittal and Review Authority: The applicant must submit the adjustment request in writing at or before the time of permit application and must list the specific adjustments requested and the reasons for the request. The Development Services Director (or designee) shall have the authority to approve administrative adjustments on a case-by-case basis when appropriate.

3. Review Criteria:
    a. When reviewing applications for administrative adjustments based on hardship, the Director shall consider the following:
        i. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the surrounding area;
        ii. The special conditions and circumstances do not result from the actions of the applicant;
        iii. Granting the requested adjustment will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings or structures in the same zoning district;
        iv. Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and would create unnecessary and undue hardship on the applicant;
        v. The granted adjustment is the minimum adjustment that will provide reasonable visibility to the business or property that is the subject of the adjustment;
        vi. The granting of the adjustment will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare;
        vii. The granting of the adjustment shall not be based on economic hardship; and
        viii. The proposed adjustment meets the intent of this chapter.
    b. When reviewing applications for administrative adjustments based on creativity, the Director shall consider the following:
        i. The sign represents a substantial aesthetic improvement to the site and will have a positive visual impact on the surrounding area;
        ii. The sign is of unique design and exhibits a high degree of construction, manufacturing, thoughtfulness, imagination, inventiveness and spirit;
        iii. The sign provides strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale and proportion; and
        iv. Applications for adjustments shall be reviewed and considered for approval without regard to the content of the signs.
4. Procedure and Approval. The Architectural Review Committee (ARC) must review the request for adherence to the criteria above and make a recommendation to the Director based on their findings. The Director must determine whether to approve or deny said request and may impose conditions on the approval that will lessen potential negative impacts of the sign and/or increase conformity to this chapter.
5. Appeal. Appeals to the Director's decision must be reviewed by the Board of Adjustment, in accordance with Section 2-182 of the Code of General Ordinances.

14-11-7. General Provisions.

A. Non-Commercial Message

Notwithstanding anything contained in this chapter to the contrary, it is further intended that any sign erected pursuant to the provisions of this chapter or otherwise lawfully existing with a commercial message may, at the option of the owner, contain a non-commercial message in lieu of a commercial message. The non-commercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another, as frequently as desired by the owner of the sign, provided that the sign is legal and conforming to this chapter, which includes nonconforming signs.

B. Measurement of Copy Area.

The copy area of a sign shall be measured by drawing a simple geometric shape (i.e., square, rectangle, circle, oval or triangle) around the outer edge of the message (see **Figures 11-3** and **11-4**). The following measurement provisions shall also be observed. At the time of building permit submittal, the applicant must indicate on the plans which method of measurement was utilized for the proposed copy area.

1. For signs painted on or affixed directly to a structure (e.g., monument sign structure, building wall or facade) and having no discernible boundary, the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message shall be included in any computation of the copy area.
2. Sign components placed on the same plane as the sign face, wall, awning or structure must be considered one sign and the intervening areas between sign components included in the computation of the sign copy area (see **Figure 11-3**, option D).
3. Sign perimeter bands and backgrounds that differ in color or material from the surface where they are installed must be included as part of the calculation of copy area. (see **Figure 11-3**, option B)
4. Supporting structures (base, columns, framework, bracing and similar elements) that are clearly incidental to the display itself shall not be computed as copy area.
5. Double-faced (back-to-back) signs shall be regarded as a single sign with one face measured when calculating copy area, only if:
    a. Mounted on a single structure;
    b. The distance between each sign face does not exceed two feet;
    c. For angled signs, the angle between faces must not exceed 45 degrees.
6. A sign that wraps around the building will be counted as separate signs, one for each façade.
7. A sign that consists of one or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture, or statue-like objects) not having conventional sign faces shall be measured as follows:
    a. Signs with three-dimensional objects that project six inches or less from the sign face shall be measured as a flat sign.
    b. Signs with three-dimensional objects that project more than six inches from the sign face shall be calculated by adding the area of the faces of the smallest cube or rectangular prism which could enclose the entire sign volume (see **Figure 11-5**) divided by two. All dimensions and calculations must be shown on the submitted plans.

Figure 11- 3. Sign Copy Area Measurement – Free Standing Signs

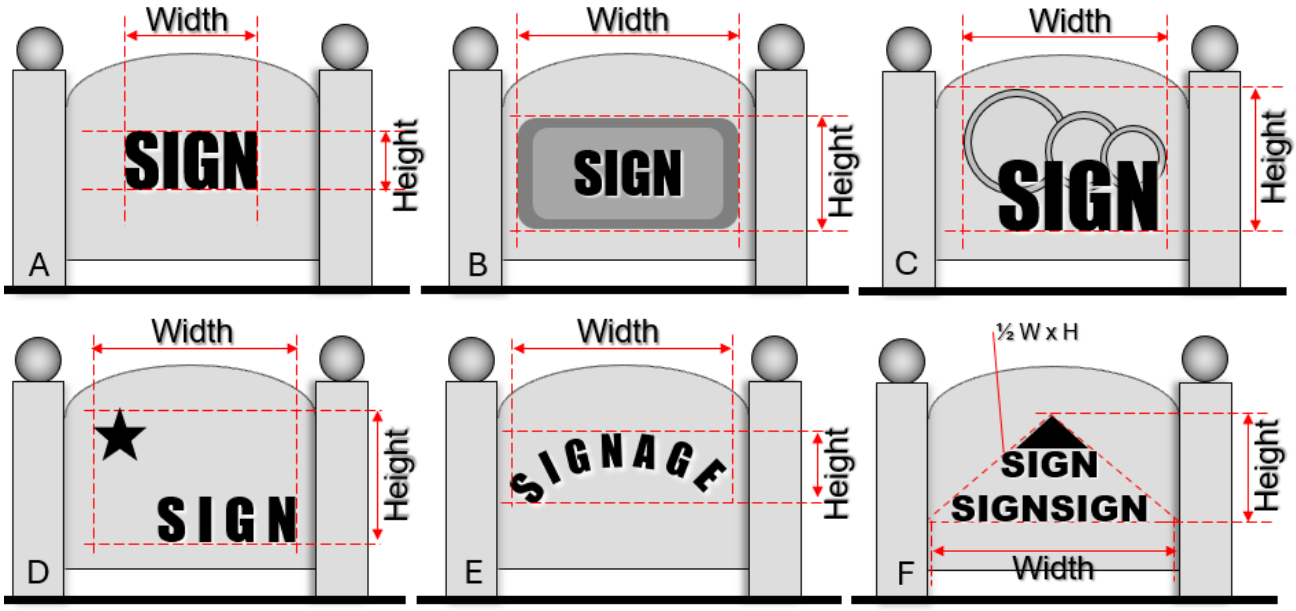


Figure 11- 4. Sign Copy Area Measurement – Building Signs





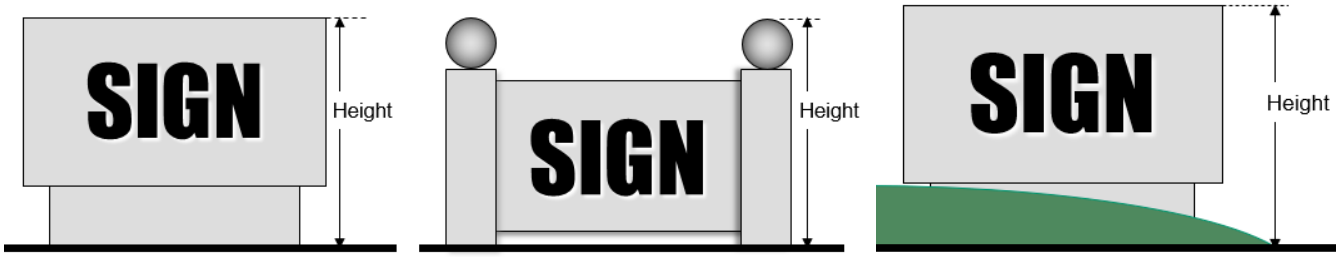
Figure 11- 5. Three-Dimensional Signs



C. Freestanding Sign Height.

The height of a freestanding sign shall be measured from the base of the sign or supportive structure at its point of attachment to the ground, to the highest point of the sign (see **Figure 11-6**). A freestanding sign on an improved or developed base, including a graded earth mound (right image), shall be measured from the grade of the nearest pavement or top of any pavement curb.

Figure 11- 6. Measurement of Freestanding Sign Height

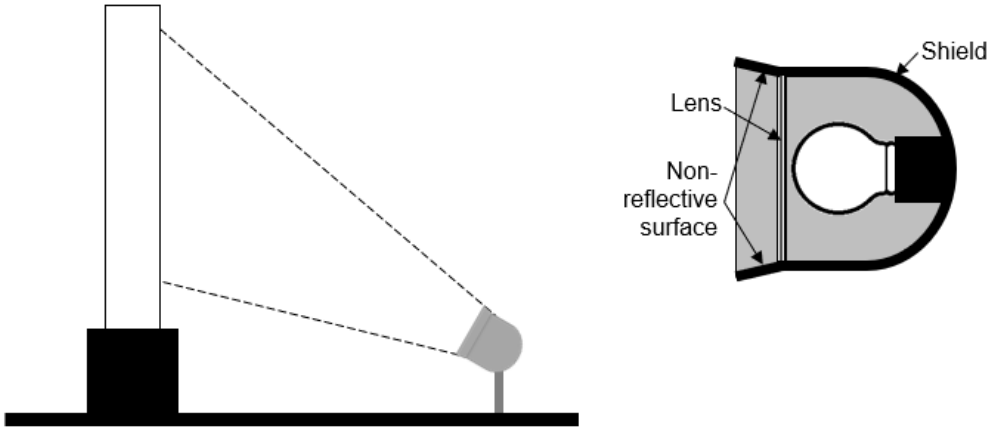


D. Illumination

The following requirements are intended to provide effective, aesthetically appropriate methods for illuminating signs while protecting adjacent properties and right-of-way from adverse impacts of such lighting. Unless specifically addressed elsewhere in the sign code, the following standards shall apply to all signs.

1. The light source for externally illuminated signs must be shielded and directed away from adjoining street rights-of-way and properties (see **Figure 11-7**). The interior surface of the shield outside the lens shall have a dull and dark finish to prevent reflection of light.

Figure 11- 7. Shielded Light Source



2. Internally illuminated signs shall comply with the following.
   a. There shall be no increase in ambient lighting on residential properties adjacent to the property displaying the sign, measured at the joint property line.
   b. Internally illuminated signs, including LED signs, shall not produce more than 1.5 foot-candles measured four feet from the base of the sign, one hour after sunset.
3. Within the FBC area, signage must be illuminated by external means only, except for:
   a. Neon window signs;
   b. Signs along Street Type A; and
   c. Signs along Street Type B, except within the Downtown Community Redevelopment Area (DCRA) where wall and ground signs must be illuminated by external means only.
4. No sign shall have blinking, flashing, spinning or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction, except for message center signs in compliance with this chapter.
5. Neon may only be used in conjunction with window signs (See **Figure 11-8).**

Figure 11- 8. Examples of Neon Window Signs



6. Cabinet signs are only allowed in conjunction with push-through or cut-out lettering where only the message appears to be lighted (see **Figure 11-9)**.Cabinet signs with removable translucent backlit panels are prohibited (see **Figure 11-10**).

Figure 11- 9. Examples of Cabinets with Illuminated Push-Through and Cut-Out Lettering



Figure 11- 10. Examples of Prohibited Cabinet Sign Illumination



7. Channel letter signs may be front lit (each letter has interior lighting that shines through the surface, see **Figure 11-11**); backlit (lighting in the back creates a halo effect surrounding the letter, see **Figure 11-12**); a combination of front and backlit (see **Figure 11-13)**; or open face (see **Figure 11-14)**. If channel letters are installed on a raceway (track), the raceway must be the same color as the surface where it is installed. The light source used must be shielded from view of adjacent properties and rights-of-way.

Figure 11- 11. Examples of Front-Lit Channel Letter Signs



Figure 11- 12. Examples of Backlit Channel Letter Signs



Figure 11- 13. Examples of Combined Front-Lit and Backlit Channel Letter Signs



Figure 11- 14. Examples of Open Face Channel Letter Signs



8. Interior illuminated high gloss/plasticized awnings (see **Figure 11-15**) signs are prohibited.

Figure 11- 15. Examples of Backlit High-Gloss/Plasticized Awnings - Prohibited.



9. Commercial accent lighting, fiber optic, LED, or similar type lighting is permitted in non-residential uses within non-residential districts only. This type of lighting is used to illuminate architectural features or accent outdoor plazas or patios and can be viewed from a public right-of-way. The illumination is not intended to convey a business message or other such business identification or advertising. The lighting must be stationary, not running or flashing. and must not cause glare or excessive brightness on adjacent properties or adversely affect the operation of vehicles on public rights-of-way. Lights must be maintained in good working order and meet all applicable building and related codes. Neon tubing or fluorescent lighting shall not be permitted as part of this provision.

Figure 11- 16. Examples of Commercial Accent Lighting



Figure 11- 17. Examples of Rope Lighting



E. Changeable Copy Signs (Message Centers).

Freestanding signs permitted in this chapter may include changeable copy (manual, mechanical, or electronic, see **Figure 11-18**) as noted in **Tables 11-1** and **11-2**, and are subject to the following standards:

1. The changeable copy sign must not cover more than 50% of each ground sign copy area.
2. Electronic message center signs shall not exceed 0.3 footcandles at night at a distance measured by the following formula: distance = square root (area ×100).
3. Such signs must be equipped with a sensor that will automatically dim based on ambient light conditions.
4. The background of illuminated message centers that change message manually shall not be translucent.
5. The screen may change no more often than once every 10 seconds, such that an entire message may be read within a single frame, rather than a scrolling or constantly transitioning message. Therefore, no animation, scrolling, exploding, fading, firework patterns, or similar styles that are deemed to cause concern for safety and involve a constant motion on the screen shall be permitted.

Figure 11- 18. Examples of Changeable Copy Signs



F. Sign Design

The following requirements, in addition to the requirements of **Sections 14-11-8 through 14-11-11**, are intended to create a minimum aesthetic standard that will enhance the businesses they are designed to promote while avoiding negative visual impacts to surrounding properties.

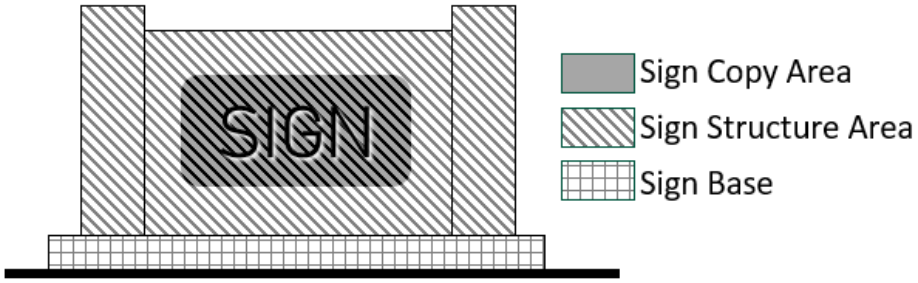
1. All signs must be coordinated with the architectural design of the building in terms of size, shape, color, materials, texture and lighting.
2. The base of a freestanding sign shall not include messages and shall not exceed two feet in height
3. Freestanding sign support, upright, bracing, or framework must be encased in an ornamental shell of stone, brick, ornamental metal, or similar materials compatible with the architecture of the building or other site features. An exception to this provision would be an external support structure extending between grade and the base of the copy area that must not exceed two supports (see **Figure 11-19**).

Figure 11- 19. Exposed Sign Structure



4. The size of the sign structure (not including the base but including the sign copy area) must not exceed 125% of the copy area. For example, if the proposed sign copy area is 24 square feet, 30 square feet of overall sign structure shall be allowed (24x1.25=30).

Figure 11- 20. Measuring Maximum Size of Sign Structure



5. Attached signs must respect the scale of the façade and shall not protrude above roof lines.
6. Sign supports and brackets must be compatible with the design and scale of the sign.
7. Raceways and other supporting structures for attached signs shall be painted to match the color of the wall behind the sign.
8. Signs may be hand-painted onto the building but shall not be painted onto plywood or other materials to be attached to the building. Signs may not be painted on natural materials such as brick or stone.
9. Signs shall enhance the primary design elements or unique architectural features of the building and shall not obstruct windows (except for window signs), doors, trim, cornices, or other architectural features.
10. Buildings and sites utilizing multiple signs must create a coordinated theme of uniform sign design elements including size, materials and placement.
11. Where the rear or side of any sign is visible from any street or from any adjoining residential district, said side or rear must be finished in such a way as to conceal the structural member of the sign.
12. Signs must be placed in a manner which is sensitive to the existing vegetation and natural features on the site and meeting the Landscaping and Tree Protection requirements of Chapter 14-8. Freestanding signs must be located so as to avoid the unnecessary removal or hat racking of trees or otherwise adversely impact existing trees.
13. Landscaping must be provided around the base of freestanding signs with a minimum width of 36 inches and a minimum height of 18 inches and shall include low growing shrubs and ground cover and/or flowering annuals to promote color.

14. The following sign materials shall be prohibited:
    a. Paper;
    b. Fabric (unless used for temporary banners or awnings);
    c. Plywood;
    d. Unfinished metal, unless approved by the Architectural Review Committee (ARC);
    e. Other materials that easily warp, fade, or degrade in quality due to exterior use.
    f. Foam, unless used as an accent material and approved by the ARC.

G. Maintenance.

All signs shall be subject to the maintenance standards outlined in Chapter 9, Article V, Minimum Property Maintenance.

14-11-8. Permanent Signs in Residential Districts.

Subdivisions, multifamily developments and non-residential uses in residential districts, including AC, OS, and PUDs with a residential future land use map designation may erect a freestanding sign or a building sign as shown in **Table 11-1**. Non-residential establishments located in an **RB-2 District**, which have received conditional use approval, shall be allowed signage in accordance with **Section 14-11-9** unless more restrictive requirements are established as part of the conditional use approval process for the use.

Table 11 - 1. Permanent Signs in Residential Districts

	FREESTANDING SIGN	BUILDING SIGN
	 	
Type of signs allowed	Ground	Wall or Projecting
Number of signs	One double-sided sign at each vehicular access point to a development site (subdivision, multi-family or non-residential site) (see **Figure 11-21**) or two single-sided signs flanking each vehicular access point to a residential development (**Figure 11-22**)	One per multi-family or non-residential building; Two for non-residential buildings having more than 40,000 square feet of space and more than one public entrance (doorway) into the building.
Sign copy area	36 square feet maximum. The copy area of one ground sign may be increased by 50% if no other allowable ground signs on site are used and said sign fronts on a Street Type A or B. The sign shall not be eligible for a creative sign bonus.	1 square foot per lineal foot of building/unit frontage (along a public or private street, parking lot or courtyard) up to a maximum size of 36 square feet per sign.
Sign height	4 feet maximum / 6 feet if attached to a perimeter wall	N/A
Minimum setbacks/ location	Minimum of five feet from the right-of-way. Located outside of sight visibility triangles.	Wall signs on multistory buildings shall not be located above the first floor. Projecting signs may extend to upper floors.

	FREESTANDING SIGN	BUILDING SIGN
Illumination	Exterior illumination only. See **Section 14-11-7.D** for additional standards.	Exterior illumination only. See **Section 14-11-7.D.**
Changeable copy	Only permitted for non-residential uses on lots which directly front a Street Type A or B. See **Section 14-11-7.E**).	Not allowed.
Sign permit	Required.	Required.
Design standards	See Section **14-11-7.F**	

Figure 11- 21. Double-Sided Sign at Entrance



Figure 11- 22. Single-Sided Signs at Entrance



14-11-9. Permanent Signs in Non-Residential and Mixed-Use Districts.

A. Ground signs.

All permanent freestanding signs in non-residential and mixed-use districts, including the Form-Based Code area, the RPB district and approved non-residential uses in the RB-2 district, must comply with the following standards (see **Section 14-11-7.F** for additional design and landscaping requirements). Street Types are defined in the City's Comprehensive Plan.

Table 11 - 2. Permanent Signs in Non-Residential and Mixed-Use Districts

	GROUND SIGNS [1]
	 
Number of signs	One sign per lot frontage on a street. See **Section 14-11-10.B** for ground sign limitations in the Form-Based Code area. Not all sites will be able to accommodate a ground sign. Ground signs are prohibited along Broadway and on Main Street south of Vine Street. Enclosed development sites that include multiple platted lots fronting on interior or private roads may have one ground sign per development site entrance plus the individual ground sign for each lot.
Max. Copy Area	**Along Street Type A:** 100 sq. ft. **Along Street Type B:** 36 sq. ft. **Along all other streets:** 24 sq. ft. When a property fronts multiple streets with different classifications, copy area allocations must not be transferred between frontages.
Maximum sign height	**Along Street Type A:** 10 ft. **Along Street Type B:** 7 ft. (see **Section 14-11-10.B**) **Along all other streets:** 4 ft.
Minimum setbacks/ location	3 feet from all property lines; 25 feet if adjacent to residentially zoned districts. When two primary ground signs are located on the same property, a minimum 100-foot separation, measured along the property line, must be provided between signs. Located outside of sight visibility triangles.
Changeable copy	Permitted for signs on lots which directly front a Street Type A or B. See **Section 14-11-7.E.**
Illumination	See **Section 14-11-7.D.**
Sign permit	Required

[1] For hospital sign standards see Master Sign Plan provisions in **Section 14-11-12.**

B. Building Signs.

The signs outlined below are intended to be used in coordination with each other to provide a cohesive and effective sign package for each business. When used in combination, these signs will work together to provide visibility both from adjacent streets as well as pedestrians (see **Section 14-11-7.F** for additional design requirements). The window sign standards apply to the form-based code area only.

Table 11 - 3. Building Signs in Non-Residential Districts

NON-RESIDENTIAL BUILDING SIGNS				
				
Type of signs allowed	**Wall**	**Projecting**	**Awning**	**Window**
Number of signs	One wall, projecting, or awning sign per ~~ground floor establishment~~street frontage, including establishments and multi-family developments with no frontage on the ground floor but with a dedicated public entrance on the ground floor of the building. One wall, projecting, or awning sign per ground floor establishment with a dedicated entrance facing an interior courtyard or parking area.			One sign per window, including transom windows.
Aggregate size (all building signs combined)**:**	Buildings more than 120 feet from the adjacent right-of-way: 1.5 square feet per lineal foot of building/unit frontage (along a public or private street, parking lot or courtyard) All others: One square foot per lineal foot of building/unit frontage			Window signs do not count toward the allowable size.
Max. size per sign [1]	150 square feet	4 square feet for horizontal signs. 24 square feet for vertical signs	10% of the surface area of the front facing surface area of the awning where the sign is placed	4 sq. ft. or 20% of each window, whichever is less. See **Section 14-5-7.F** for window transparency requirements.
Location	Signs must not be located above the first floor Wall signs on buildings of up to three stories shall be located between the first and second floor windows. Wall signs on buildings of more than three stories may be placed on the top floor of the building (see **Figure 11-23**).	Minimum 8-foot clearance from the ground Minimum set back of 3 feet from adjacent vehicular use areas. Encroachment into the public right-of-way is not allowed (except along Broadway, if permitted by the public entity that has control over the public right-of-way).	Minimum 8-foot clearance from the ground Minimum setback of 3 feet from adjacent curb or vehicular use areas. Awning signs must allow a minimum space of 1.5 inches between the edge of the sign copy and the edge of the awning.	Ground floor only
Changeable copy	Not allowed.	Not allowed	Not allowed	Not allowed
Illumination	See **Section 14-11-7.D**.	See **Section 14-11-7.D.**	External illumination only.	Neon only
Sign permit	Required	Required	Required	Not required
Design standards	See **Section 14-11-7.F**			

[1] For gas stations, the attached sign size allowance is calculated based on the building length, not the canopy. However, the sign may be installed on the building or the canopy.

Figure 11- 23. Wall Sign on Multi-story Buildings



C. Additional Signs

In addition to the freestanding and building signs allowed in the previous subsections, there are other signs that are permitted in non-residential districts which do not count toward the allowable size or number of signs noted in the previous sections. They must meet the following provisions and the design requirements of **Section 14-11-7.F**.

Table 11 - 4. Ancillary Signs in Non-Residential Districts

	Incidental Signs	Pedestrian Signs	Drive Through
			
Type of sign	**Freestanding or attached**	**Hanging**	**Freestanding**
Number	Up to 6 per site, unless the Director approves additional signs to ensure safety	1 per tenant	1 per drive-through lane
Max. size per sign	6 square feet	1.5 square feet	40 square feet maximum
Max. Sign height	4 feet (including base) for ground signs	NA	8 feet
Location	Minimum 3 feet from all property lines; 25 feet if adjacent to residentially zoned districts	Under canopy or arcade with an 8-foot minimum clearance	Adjacent to the drive through lane
Design	All incidental signs must be coordinated in type and color	NA	NA
Changeable copy	No	No	Yes (**Section 14-11-7.E**)
Illumination	Yes (**Section 14-11-7.D**)	No	Yes (**Section 14-11-7.D**)
Sign Permit	Yes	Yes	Yes

D. Gas Station Canopy.

In calculating lineal feet of building frontage for purposes of determining wall sign size, gasoline station canopies shall not be included. However, an additional sign not to exceed four square feet shall be permitted on each side of a gas station canopy.

14-11-10. Special Districts

A. AO District and AI District Signs.

Signs in an AO or AI District must comply with the following additional regulations and shall be reviewed for compliance with these regulations by the Airport Director.

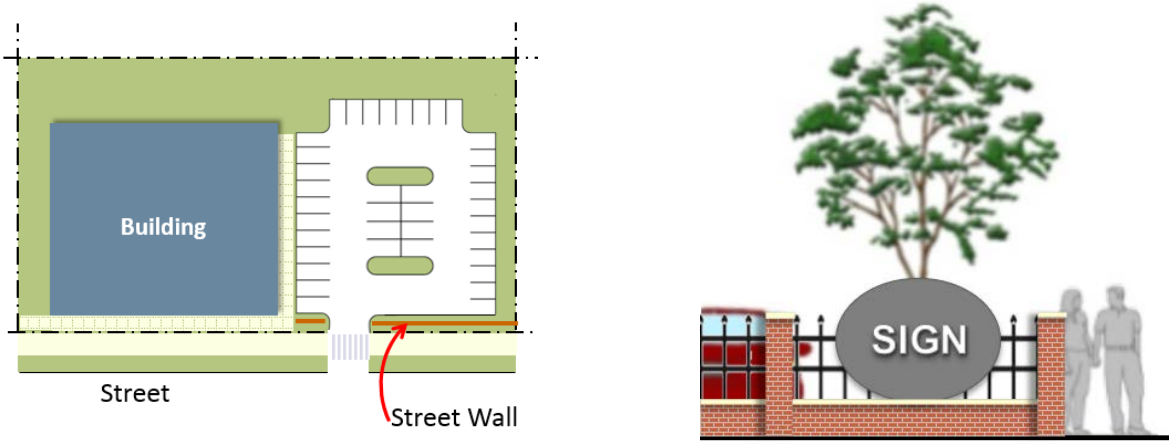
1. Wall signs may face a runway or taxi way but in no case shall more than two sides of a building contain such signs. In the case of the AO District, two wall signs are allowed per ground floor establishment but combined must not exceed the total maximum copy area. Copy area must be a maximum of one foot per linear foot of building frontage.
2. Aviation fuel signs at the airport are exempt from the tract frontage requirement. One aviation fuel sign is allowed for each establishment selling aviation fuel at the airport.
3. All lighted signs must be designed, located, shielded and directed to prevent the casting of glare or direct light from artificial illumination upon any adjacent runway, adjacent taxiway, publicly dedicated property, or property outside the AO and AI districts.
4. FAA Rules and Regulations. All signs within the AO and AI districts must comply with all applicable Federal Aviation Administration (FAA) rules and regulations.

B. Form-Based Code Area.

Buildings in the Form-Based Code area are required to be close to the street, making ground signs unnecessary. Therefore, ground signs in the form-based code area are not allowed, except for the following. See **Sections 14-11-9** and **14-11.11** for building signs and temporary signs in the FBC area.

1. Where the building and/or the street wall are located within 15 feet of the sidewalk and there is a street wall on the site, a sign may be installed on the street wall as follows (see **Figure 11-24**):
    a. The sign shall be placed flat on the street wall, facing the street.
    b. The sign shall not exceed the size and height prescribed in **Section 14-11-9**. The sign height shall be measured from the ground, including the street wall.
2. Where the building is located more than 15 feet from the property line, a ground sign meeting the sign copy area and height provisions of **Section 14-11-9** shall be allowed.
3. Ground signs are prohibited along Broadway and Main Street south of Vine Street.

Figure 11- 24. Street Wall Sign



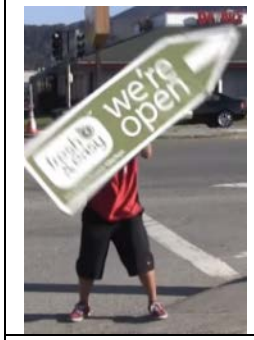
14-11-11. Temporary Signs.

A. General Standards.

1. Temporary signs may be freestanding or attached to the building and shall not count against the maximum sign copy allowed for permanent signs.
2. Permanent structures built specifically for temporary signs are not allowed.
3. Except as noted in the following table, the signs shall not emit sounds, shall not be located within the public right-of-way and shall not have illumination.
4. In the event a tropical storm or hurricane approaches the City of Kissimmee, all temporary signs shall be removed. If removed, allowed time limit shall not be affected.
5. Temporary signs not expressly listed in this section are prohibited.
6. The signs must not be located within retention areas, required parking spaces, drive aisles or sight triangles.

Table 11 - 5. Temporary Signs

	Number	Duration	Size	Height (Max.)	Location	Permit
COLD AIR INFLATABLE 	1 per development site in multi-family and non-residential districts. Not allowed in the FBC area except for lots with direct frontage on Vine St. and John Young Pkwy.	60 days total per calendar year No new inflatable sign shall be permitted on the site for at least 20 days after the expiration of the previous permit. The length of display for any balloon may be divided into no more than three separate time periods with a minimum length of 20 days, each requiring a separate permit.	N/A	25 ft.	Must meet district setbacks or at least 15 ft. or the height of the inflatable sign, whichever is greater, measured from the property line to the outer edge of the balloon.	Yes, required. Shall not be permitted simultaneously with other inflatable, banner, feather banner or human signs.
BANNER 	1 per establishment or residential development.	30 days per calendar year in residential districts / 90 days in non-residential. The length of display for any banner sign may be divided into no more than three separate time periods with a minimum length of 10 days for residential, 30 days for non-residential, each requiring a separate permit.	21 sq. ft.	8-ft. clearance over a pedestrian, bicycle or vehicle traffic area.	Must be mounted or secured on the facade of a structure, on a ground sign or on a fence or wall.	
FEATHER BANNER 	1 per establishment or residential development. Feather Banners are not permitted within the Downtown Community Redevelopment Area.			10 ft.	Must be set back a minimum of 10 ft. from the front property line and driveway entrance.	

	Number	Duration	Size	Height (Max.)	Location	Permit
HUMAN SIGN 	1 per site in non-residential districts (no V-shaped signs allowed).	Only during business hours. Maximum of 90 days per calendar year. The days may be divided into no more than 6 six time periods, no less than 15 days for each period. Each time period requires a separate application, fee and permit.	6 sq. ft.	8 ft. from ground		Yes, required. Shall not be permitted simultaneously with a banner, feather banner, or inflatable.
PORTABLE SIGN 	1 per ground floor use.	No maximum duration but may only be displayed during business hours.	8 sq. ft. per side	4 ft.	Must be located within 5 ft. of the entrance to the establishment. Sign may be located on a public sidewalk provided that 5 ft. of clear pedestrian access is maintained on the sidewalk. Must not be secured or locked to any item within the public right-of-way.	No
SEARCHLIGHTS 	4 light beams per tenant.	Ten days per calendar year.	NA	NA	Lighting equipment shall not interfere with traffic.	Yes

	Number	Duration	Size	Height (Max.)	Location	Permit
YARD SIGNS: **RESIDENTIAL** 	An unlimited number of signs is allowed only during the period 90 days before and 30 days after elections held by the Osceola County Supervisor of Elections. Otherwise, 3 signs per lot at one time.	No sign may be displayed for more than 3 months. Properties offered for rent or sale may display the sign until the property is rented/sold, whichever is less. Active construction sites may display the sign for 18 months or until the certificate of occupancy is issued, whichever is less. See Section 106.1435, F. S. for the removal of political campaign advertisements.	6 sq. ft.	3 ft.	3 ft. minimum from property lines. Signs at active construction sites may also be attached to the construction fence.	Permit required **only** for signs at active construction sites
YARD SIGNS: **NON-RESIDENTIAL** 	~~1 sign per lot at one time~~ An unlimited number of signs is allowed only during the period 90 days before and 30 days after elections held by the Osceola County Supervisor of Elections. Otherwise, 3 signs per lot at one time.		32 sq. ft. non-residential, mixed-use and multi-family districts	7 ft. non-residential, mixed-use and multi-family districts		

B. Searchlights.

Searchlights and/or beacon lights may be permitted upon approval of the Development Services Director. The following special requirements, in addition to the standards outlined in **Table 11-5**, shall apply:

1. The Development Services Director may require such electrical and lighting restrictions as deemed appropriate.
2. The lighting equipment shall not interfere with traffic.
3. Any noise generated by the motor must be confined to the tenant's property for which the lights are intended for advertisement.
4. Glare must be shielded so as to prevent the casting of light upon adjacent to publicly dedicated roadways and surrounding property.

C. Model House.

1. One yard sign shall be permitted per model house and per sales office location. See **Table 11-5** for standards.
2. For developments with privately maintained rights of way, the sign may be displayed in the right-of-way with the permission of the entity responsible for maintenance. For developments with public right-of-way, signs must be located on private property and must be set back a minimum of three feet from the front property line. All signs must be located on a street interior to the development.
3. A permit is required.

D. Human signs.

Human signs shall meet the standards of **Table 11-5** and the following:

1. No human sign shall be temporarily or permanently embedded in the ground, nor temporarily or permanently affixed to a building, structure, landscape, sign structure, light pole or other permanently affixed object.
2. The sign must not be allowed within any public right-of-way, including, but not limited to public streets, alleyways, sidewalks, bike paths/lanes or any other dedicated lands dedicated to the public; nor interfere with or physically interact with the motorist, pedestrians or bicyclists using the public rights-of-way.
3. Human signs must not interfere with the designed traffic and pedestrian walkways on the approved site plan of the business where advertised.
4. Human signs must not utilize any forms of illumination internal or external including, but not limited to flashing, blinking, or rotating lights nor reflection of light by mirrors.
5. Human signs must not employ any motion of any part, by any means, the illusion of motion or display color changes, nor must the sign be spun, twirled, swung, tossed, gyrated by the human being holding it. There must be no attachments to the sign such as ribbons, flags, balloons or other attention-getting devices.
6. Human signs must not generate any noise. No shouting, bull horns or amplified sound are permitted.
7. Human signs must not block or hinder the view of traffic control devices or vehicle site triangles as defined in City Code. No human sign must interfere with the free use of any fire escape, means of egress or standpipes; nor obstruct any building openings, windows or ventilations.

8. Any human sign that is dangerous must be removed immediately and made safe according to the Code Officer or Building Official.
9. Before a human sign may be displayed, a permit must be obtained. The permit must be posted at the business where the human sign will be located, in a conspicuous location. The application fee is due at the time the permit application is submitted. The application must include a detailed description of the human sign, including a plot plan showing where the human sign will be located. Proof of liability insurance approved by the City that specifically identifies coverage of the human signage in coverage amount of $1,000,000 must be provided. Any application submitted that has not received approval for a permit within 30 days of submittal must be deemed denied.

14-11-12. Master Sign Plan

A. Purpose and Applicability.

The purpose of this section is to encourage and promote coordination, diversity and creativity for signs within large scale developments. It is not the intent of this section to allow deviations from current regulations unless strictly necessary to accommodate complex developments. The intent is to set higher and more creative, aesthetic standards than may be available under the standard code.

For projects containing multiple tenants and under single management control (e.g., shopping centers, business parks, campus-style developments, mixed-use developments), the owner or manager may submit a master sign plan to establish the area, types and location for all signs to be installed on the building site. The plan must also show existing signs proposed to remain.

If a master sign plan is not submitted, the sign shall be subject to the requirements within this chapter. After approval of the master sign plan, each tenant shall apply for a sign permit when any sign is proposed. This section is applicable to the following types of projects:

1. Major multi-tenant centers.
2. Planned unit developments.
3. Developments of Regional Impact (DRI).
4. Mixed use developments.
5. Hospitals

B. Sign Plan Submittal.

1. The applicant must submit, as part of their overall sign permit package, a master sign plan, which must include at least the following elements: A site plan, drawn to scale, indicating the location of all freestanding signs erected or to be erected on the parcel, including setbacks.
2. An elevation plan, drawn to scale, depicting all signs placed or to be placed on the buildings on the parcel.
3. A scaled elevation drawing of all freestanding and building signs, including their supporting structure, depicting the sign type, height, materials, dimensions and sign copy area.
4. The types of illumination to be used for each type of sign.
5. Proposed landscaping around the base of all freestanding signs.
6. Justification for deviations from current sign regulations.
7. Narrative outlining the process for approval of changes to the master sign plan.

8. A statement that “Any proposed sign by any tenant that creates a uniform change from the approved Master Sign Plan will require the applicant to obtain a statement from the property owner or manager’ assessing the extent to which the variation is in keeping with the intent and goals of the Master Sign Plan.”

C. Review and Approval of a Master Sign Plan.

In reviewing the application for approval, the Development Review Committee (DRC) shall review the application to determine if it meets the following criteria:

1. The signage for the project must be in keeping with the overall architecture and character of the building development.
2. The signage for the project is designed to meet the needs of the project for communication, identification and wayfinding.
3. The signage, illumination and location do not adversely impact adjoining properties.
4. The proposed signage is consistent and not in conflict with the intent of this Chapter.

D. Permit Required

A sign permit for each sign shown on the master sign plan shall still be required (unless it qualifies as exempt per **Section 14-11-3**). No sign permit shall be issued unless the sign is consistent with the approved master sign plan.

E. Amendments to Approved Master Sign Plan.

After approval of a master sign plan, no sign shall be erected, placed, painted or maintained, except in conformance with such plan or provided that the plan is amended. All changes, except as provided in this Section, to an existing master sign plan shall require a formal application with all required information as determined by the Department Director to enable the staff to properly evaluate the requested change in accordance with the above criteria.

14-11-13. Billboards

Any new billboards in the city require conditional use approval by the Planning Advisory Board prior to building permit approval Signs must adhere to the following criteria:

A. Billboards shall be permitted only along Vine Street and the Florida Turnpike.

B. Setbacks/Separation Requirements.

1. 35 feet from adjacent rights-of- way.
2. 50 feet from the edge of sign to intersections.
3. 300 feet from residential zoning districts.
4. 3,000 feet from other billboards.
5. Applications must include a survey certified by a registered land survey of distances from the nearest billboard(s), and residential districts within 300 feet of the site.

C. Billboards must be limited to 400 square feet in area and a maximum height of 30 feet.

D. ”V" style signs, not to exceed two sides, shall be permitted in any case where the angle sustained at the apex does not exceed 50 degrees and where the width between the poles at the apex does not exceed four feet.

E. See **Sections 14-11-7.D and 14-11-7.E** for illumination and message center requirements.

14-11-14. Removal of Unsafe and Unlawful Signs.

A. Removal by Owner.

If the Building Official shall find that any sign regulated herein is unsafe or insecure, or is a menace to the public health, safety, morals and general welfare, or has been constructed, erected or is being maintained in violation of the provisions of this chapter, the Building Official must give written notice of such findings to the contractor, owner, agent or lessee thereof.

B. Removal by City (permanent signs).

If the contractor, agent, owner or lessee fails to remove or alter the structure so as to comply with the standards herein set forth within ten days after said notice, such sign may be removed or altered by the Department at the expense of the contractor, owner, agent or lessee of the property upon which such sign is located. The Department may cause any sign which is an immediate peril to persons or property to be removed immediately. Any permit issued by the Department for any sign must, by and upon receipt and acceptance by the contractor, owner agent or lessee, authorize such removal at the expense of said contractor, agent or lessee of all signs not properly maintained. The Department shall refuse to issue a permit to any owner or lessee who refuses to pay costs so assessed. Any sign removed or caused to be moved by the Department in compliance with the above provisions must be impounded for a maximum of ten days, after which it will be discarded. The owner, contractor, agent or lessee may redeem said sign by paying all expenses incurred for removal; plus storage in the amount of $250 per sign.

C. Temporary Signs.

Any temporary sign, including but not limited to, those listed in **Section 14-11-11**, placed in violation of this chapter will be removed by the City at the expense of the owner, contractor, agent or lessee. For signs located on private property, a notice of violation may be hand-delivered to the owner, contractor, agent or lessee. For signs located on public property, signs must be removed without notice. Signs removed by the City must be impounded for a maximum of ten days, after which it will be discarded. The owner, contractor, agent of lessee may redeem said sign by paying all expenses incurred for removal; plus storage in the amount of $25.00 per sign Issuance of a third notice of temporary sign violation within 12 months to any person as defined herein will be accompanied by a summons to appear before the City Special Magistrate for said violation.

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE #26-20**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; ADDING 14-11-6.B REQUIRING BTRS; UPDATING 14-11-9.B TABLE 11-3; UPDATING 14-11-11.A TABLE 11-5; ADDING MINOR CLARIFICATION LANGUAGE THROUGHOUT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Proposed Ordinance 26-20 amends section 14-11 of the Sign Code to clarify language and provide allowances for non-residential yard signs.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City does not anticipate that this ordinance will impose a new fee or cost for private for-profit businesses within the City at this time.

It should be noted there is language added to 14-11-14.C. that 'The owner, contractor, agent of lessee may redeem said sign by paying all expenses incurred for removal; plus storage in the amount of $25.00 per sign.' This is codifying a long-standing policy for the removal/storage of temporary signage so it is not a new fee/cost.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City does not anticipate that this ordinance will financially impact any businesses.

4. Additional information the governing body deems useful (if any):

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
City of Kissimmee Planning Services - 140534
101 Church St
Ste 110
Kissimmee, FL 34741

Bill To:
City of Kissimmee Planning Services - 140534
101 Church St
Ste 110
Kissimmee, FL 34741

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of PROPOSED ORDINANCE #26-20 Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 25 Aug 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 25 Aug 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

123328

NOTICE OF PUBLIC HEARING(S)

The City Commission of the City of Kissimmee, Florida will meet on Wednesday, September 9, 2026 at 6:00 p.m. in the Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the FIRST READING and on Tuesday, September 22, 2026, at 6:00 p.m. to hear the SECOND AND FINAL READING and consider the passage of the proposed ordinance as set forth below. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #26-20

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING 14-11-9.B TABLE 11-3; UPDATING 14-11-11.A TABLE 11-5; ADDING MINOR CLARIFICATION LANGUAGE THROUGHOUT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

In accordance with Florida Statutes §286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceeding, and for such purposes may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statutes §286.26, any person needing assistance to participate in these proceedings should contact the Office of the City Clerk in writing at least 48 hours prior to the meeting at cityclerkemail@kissimmee.gov or by telephone at (407) 518-2308.
123328 8/25/2026

123328

MEETING MINUTES
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, AUGUST 19, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER Members Present:** Board Member Lynda Roth, PAB Board Member Thomas Kapp, Board Member Raymond Sanchez, Board Member Martin Levert, Board Member Leia Perez
Staff Present: Junellyx Cartagena, Administrative Assistant II, Brenda Ryan, Planning Manager, Ashley Cornellison, Long Range Planner, Kalanit Oded, City Attorney
Members Absent: Board Member Robert Bussiere, Board Member Javin Lopez

   Board Member Lynda Roth called the meeting to order at 6:00 PM.

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE** After a Moment of Silence, Board Member Lynda Roth led the audience in the Pledge of Allegiance.

3. **MINUTES**

3.A Approval of the June 17, 2026 Planning Advisory Board (PAB) Meeting minutes.

Board Member Leia Perez made a motion to Approve. Board Member Martin Levert seconded the motion.

AYE: Board Member Roth, PAB Board Member Kapp, Board Member Levert, Board Member Perez
NAY: None

Motion to Approve 4 - 0.

3.B Approval of the July 15, 2026 Planning Advisory Board (PAB) Meeting minutes.

Board Member Thomas Kapp made a motion to Approve. Board Member Leia Perez seconded the motion.

AYE: Board Member Roth, PAB Board Member Kapp, Board Member Sanchez, Board Member Levert, Board Member Perez
NAY: None

Motion to Approve Passed 5 - 0.

4. **OLD BUSINESS**

5. **NEW BUSINESS**

6. **PUBLIC HEARINGS**

6.A Public Hearing - Proposed Ordinance # 26-21 - Land Development Code Text Amendment (Section 14-3-16: Level of Review Required and 14-3-29: Conditional Uses)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-1; AMENDING 14-3-16, TABLE 3-1 TO DESIGNATE THE CITY COMMISSION AS A REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD PROVISIONS FOR SITE PLAN WAIVERS, DESIGNATING THE CITY COMMISSION AS THE APPROVAL

BOARD FOR CONDITIONAL USES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Board Member Thomas Kapp made a motion to Approve. Board Member Leia Perez seconded the motion.

AYE: PAB Board Member Kapp
NAY: Board Member Roth, Board Member Sanchez, Board Member Levert, Board Member Perez

Motion to Approve Failed 1 - 4.

6.B Public Hearing - Proposed Ordinance # 26-20 - Land Development Code Text Amendment (Section 14-11: Signs)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; ADDING 14-11-6.B REQUIRING BTRS; UPDATING 14-11-9.B TABLE 11-3; UPDATING 14-11-11.A TABLE 11-5; ADDING MINOR CLARIFICATION LANGUAGE THROUGHOUT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Board Member Leia Perez made a motion to Approve. Board Member Martin Levert seconded the motion.

AYE: Board Member Roth, Board Member Kapp, Board Member Sanchez, Board Member Levert, Board Member Perez
NAY: None

Motion to Approve Passed 5 - 0.

7. DISCUSSION Planning Manager Brenda Ryan provided the Board with updates on upcoming meetings. Board Member Lei Perez also introduced herself as the newest member of the Planning Advisory Board.

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT There being no further business to come before the Planning Advisory Board, the Chairperson Lynda Roth adjourned the meeting at 6:21 PM.

Board Chairperson

ATTEST:

Board Clerk

ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance # 26-21 - Land Development Code Text Amendment (Section 14-3-16: Level of Review Required and 14-3-29: Conditional Uses)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-1; AMENDING 14-3-16, TABLE 3-1 TO DESIGNATE THE CITY COMMISSION AS A REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD PROVISIONS FOR SITE PLAN WAIVERS, DESIGNATING THE CITY COMMISSION AS THE APPROVAL BOARD FOR CONDITIONAL USES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Amendments to change the approval process for Conditional Uses.

Explanation

This is a request to amend the Conditional Use regulations in the Land Development Code, specifically sections 14-3-29: Conditional Uses and 14-3-16: Level of Review Required. The proposed changes were a directive from the City Commission, who felt these edits would benefit the process and would better achieve the goals of the City. The proposed amendments are as follows:

- Remove 14-3-1.C, as the Planning Advisory Board (PAB) will no longer take final action on conditional use approvals. The PAB will still make a recommendation to the City Commission.
- Amend 14-3-16, Table 3-1 to add the City Commission as a review authority for conditional use approvals.
- Amending 14-3-29 to add the City Commission as a review authority for conditional use approvals, and minor language updated throughout this section to make the standards clearer.

It should be noted that this modification to the standards will result in an added three (or more) weeks to the timeline for conditional uses due to advertising requirements and the City Commission schedule.

Recommendation

Staff recommends approval.

The Planning Advisory Board made a motion to approve this item on August 19, 2026. The motion failed by a vote of 1-4.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Ashley Cornelison

Attachment(s):

1. Proposed Ordinance 26-21
2. Business Impact Estimate

3. Advertisement
4. PAB Action Summary 08.19.2026

PROPOSED ORDINANCE #26-21
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-1; AMENDING 14-3-16, TABLE 3-1 TO DESIGNATE THE CITY COMMISSION AS A REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD PROVISIONS FOR SITE PLAN WAIVERS, DESIGNATING THE CITY COMMISSION AS THE APPROVAL BOARD FOR CONDITIONAL USES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Kissimmee (the "City") recognizes that Conditional Use approvals have an impact on the community and that an additional review of these requests is imperative to maintaining the long-term goals of the City; and

WHEREAS, the City reviewed the current standards and added provisions for site plan waivers to assist with application submittals; and

WHEREAS, the City of Kissimmee Commission agrees with the revisions to the Conditional Use provisions and finds they are necessary for the public health, safety, and general welfare of the businesses and residents of the City.

SECTION 1. RECITALS. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Kissimmee.

SECTION 2. Chapter 14-3-1 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit A."

SECTION 3. Chapter 14-3-16 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit B."

SECTION 4. Chapter 14-3-29 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit C."

SECTION 5. SEVERABILITY. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 6. CONFLICT. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. ADMINISTRATIVE CORRECTION. This Ordinance may be re-numbered or re-lettered, and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Attorney, without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 9. EFFECTIVE DATE. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

Exhibit A
Chapter 14-3-1

14-3-1. Planning advisory board.

The planning advisory board, established by chapter 2, article III, division 3 of the city Code, has the following powers and duties in the development review process:

A. To act as the local planning agency as specified in F.S. § 163.3174, and exercise those powers including review and recommendation to the city commission relative to the comprehensive plan and amendments thereto.

B. Review all proposed land development regulations, or amendments thereto, and all proposed zoning map amendments and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan, or elements or portions thereof.

~~C. To review, hold public hearings and take action on conditional use applications.~~

D. To perform any other duties and responsibilities assigned to it by the city commission or by law.

(Code 1995, § 14-2-220; Ord. No. 2038, 12-20-1994; Ord. No. 2468, 5-6-2003; Ord. No. 2578, 12-6-2005; Ord. No. 2662, 9-18-2007; Ord. No. 3034, § 1(14-3-1), 8-4-2020)

Exhibit B
Chapter 14-3-16

14-3-16. Level of review required.

Table 3-1 lists most of the development permits required by this chapter together with the review and approval authority. Some references are provided to other sections for details.

Table 3-1: Development Order Review Authorities								
APPLICATION TYPE	See Section	Approval Type	Pre-Application Meeting[2]	DRC	Board of Adjustment	Planning Advisory Board	Historic Preservation	City Commission
Comprehensive plan/LDC/zoning map amendments:								
Comprehensive plan/future land use map amendments (area-wide)	14-3-26	L	Yes	Yes	No	Yes	No	**Yes**
Comprehensive plan/future land use map amendments (site-specific)	14-3-26	L	Yes	Yes	No	Yes	No	**Yes**
Comprehensive plan/text amendment	14-3-26	L	Yes	Yes	No	Yes	No	**Yes**
LDC text amendments	14-3-27	L	Yes	Yes	No	Yes	No	**Yes**
Zoning map amendment (area-wide)	14-3-27	L[1]	Yes	Yes	No	Yes	No	**Yes**
Zoning map amendment (site specific, PUD/conceptual plan)	14-3-27 14-3-28	Q	Yes	Yes	No	Yes	No	**Yes**
Site plans:								
Site plan	14-3-31	A	Yes	**Yes**	No	No	No	No
Construction drawings	14-3-32	A	No	**Yes**	No	No	No	No
Subdivisions:								
Preliminary plat	14-3-41	A	Yes	Yes	No	No	No	No
Final plat	14-3-42	Q	No	Yes	No	No	No	**Yes**
Vacation of streets and easements	14-3-47	L	Yes	Yes	No	No	No	**Yes**
Other activities:								
Certificate of appropriateness (major)	14-3-37	Q	Yes	No[4]	No	No	**Yes**	No
Certificate of appropriateness (minor)	14-3-37	A	Yes	No	No	No	No	No
Conditional use	14-3-29	Q	Yes	Yes	No	Yes	No	~~**No**~~ **Yes**
Development agreement	14-3-30	L[3]	Yes	Yes	No	Yes	No	**Yes**

DRI development order	14-3-30	Q	Yes	Yes	No	Yes	No	**Yes**
Historic district designation	14-3-35	L[1]	Yes	No	No	Yes	Yes	**Yes**
Historic landmark designation	14-3-36	Q	Yes	No	No	Yes	Yes	**Yes**
Modification of standards (<10 percent)	14-3-50	A	No	No	No	No	No	No
Modification of standards (10 to 30 percent)	14-3-50	A	No	**Yes**	No	No	No	No
Variance[5]	14-3-51	Q	Yes	Yes	**Yes**	No	No	No
Variance (subdivisions)	14-3-52	Q	Yes	Yes	No	No	No	**Yes**

Legend: A = Administrative; L = Legislative; Q = Quasi-judicial; E = Encouraged, not required; HPB = Historic preservation board; Bold = Indicates final approving authority.

[1] Deemed to be legislative if they are city initiated and include a large number of properties which would be similarly affected by the proposed change. Otherwise, the application is deemed quasi-judicial.

[2] Yes = Encouraged.

[3] Development agreements will generally be treated as legislative except when required to be treated as quasi-judicial pursuant to applicable law.

[4] DRC review required if the COA involves new construction.

[5] See section 14-9-1 for floodplain variances.

(Ord. No. 3034, § 1(14-3-16), 8-4-2020; Ord. No. 3067, § 1(Exh. A), 11-15-2022)

Exhibit C
Chapter 14-3-29

14-3-29. Conditional uses.

A. *Purpose.* The purpose of this section is to establish the procedures for the review of those uses which may be essential or desirable for the orderly development of the city and for the public convenience or welfare, but which, because of their particular characteristics or area requirements, should be given individual consideration relative to adjacent property. Conditional uses are specified by district in sections 14-4-5 and 14-5-4. Conditional use approvals are issued ~~for~~to the property and not to~~for~~ a particular individual or entity.

B. *When required.*

1. *New uses.* No new use listed as a conditional use in the applicable zoning district or transect zone shall be allowed unless the requirements of this section have been fulfilled.

2. *Existing uses.*

a. Lawfully established uses which existed immediately prior to the~~ir~~ uses' present classification as a conditional use in the applicable zoning district or transect zone shall not have to comply with the requirements of this section unless there is a change which necessitates such compliance due to the provisions in subsection 3 below. No such lawfully established use shall be deemed a nonconforming use in the~~is~~ district or zone~~,~~ but shall without further action be considered a conforming use in this instance.

b. Lawfully established uses which received conditional use approval in accordance with conditional use regulations which are different than those currently in this section shall not have to comply with the requirements of subsections C through G below unless there is a change which necessitates such compliance due to the provisions in subsection 3 below. No such lawfully established use shall be deemed a nonconforming use in this district or zone~~,~~ but shall without further action be considered a conforming use in this instance.

3. *Changes to uses.* Conditional uses established in accordance with subsections 1 and 2 above must receive additional conditional use approval when any one of the following conditions is met:

a. It is required by the original conditions of approval.

b. The gross floor area of the buildings or area originally approved is increased by ~~greater than 49.9 50 percent~~ 50% or more, or ~~due to previous or proposed expansions or more than~~ 1,500 square feet, whichever is greater.

c. The parking area is increased by six or more parking spaces.

d. The use is a communication tower, which is being rebuilt or increased in height.

e. The square footage of any outdoor area devoted to the conditional use is increased above the original approval - excluding areas devoted solely to outdoor business activities which do not require conditional use approval.

C. *Submittal requirements for conditional use applications.*

1. *Site plan.* The applicant shall submit a site plan showing all the items listed in section 14-3-31.C (Site Plan Submittal Requirements).

2. *Site plan waiver.* The director may waive the requirement for site plan submittal if:

a. Construction on the subject site is limited to the interior of an existing building; and

b. The existing parking, loading, lighting and other site characteristics are not impacted by the conditional use; and

c. No special buffers are required; and~~.~~

d. The director determines a concept plan is sufficient for the submittal, as long as the conditions of approval include the stipulation that staff may add additional conditions when the site plan is reviewed by DRC as a separate action.

3. *Alternative submittal.* If a site plan waiver is granted, the following shall be submitted with the application:

a. A sketch or concept plan depicting the location of buildings on the site, the location of the proposed conditional use, any existing uses to remain; the internal traffic circulation system, ingress and egress from major roadways, parking areas, and the existing and proposed landscaping of the project;

b. Elevation drawings or photographs of the existing buildings and building heights, when requested by the department;

c. A description of the conditional use to be located on-site;

d. Hours of operation;

e. Other items requested by the City which are necessary to demonstrate compliance with the review criteria; and

f. An applicant provided set of findings or reasons why the conditional use should be approved.

D. *Review procedures.*

1. The Development Review Committee (DRC) shall review the application and submit a recommendation to the Planning Advisory Board (PAB).

2. Staff shall present the application at a public hearing before the Planning Advisory Board. The board shall review the application and vote to recommend approvale, approvale with conditions, or deny the application to the City Commission. ~~The board may also continue the hearing in order to obtain additional information.~~ Reasons for the PAB's recommendation of approval or denial shall be stated, based upon the review criteria.

3. Public notice for each public hearing shall be provided as stated in section 14-3-20 (Public Hearings).

E. *Repeat application.* Once a conditional use has been denied, an application cannot be submitted for one calendar year from the denial date for the same use. Upon good cause of proof that circumstances have changed, the ~~planning advisory board~~City Commission, in its discretion, may waive this provision. This section does not apply to an application withdrawn prior to or during a public hearing. However, there may be no more than one withdrawal and resubmittal of an application for the same use during the same calendar year.

F. *Review criteria.* The criteria to be reviewed when considering an application for a conditional use are as follows:

1. *Adequate space.* The site has an adequate amount of space for the yards, buffers, buildings, drives, parking, loading and unloading areas, utilities, and other facilities associated with the conditional use.

2. *Suitable layout.* The placement of buildings, transportation facilities, utilities, landscaping, and other site features shall be appropriate for the conditional use and other on-site activities.

3. *Compatibility with surrounding area.* The conditional use shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the types of activities, intensity of development, placement of facilities, or other factors. Particular attention shall be given to safety, aesthetics, noise, lightning, odors, vibration, and related impacts.

4. *Impact on historical and archaeological resources.* Development of the proposed use shall not have a substantial adverse effect on a known historical or archaeological resource located on or off the parcel proposed for development.

5. *Public services and facility impacts.* The conditional use shall not place an excessive burden on public transportation, utility, drainage, solid waste, ~~and~~ recreation facilities, and public safety departments. The project shall meet the concurrency level of service standards for these services and facilities as specified in Part VIII of this chapter (Concurrency Management). Special consideration shall be given to the impact of the volume and type of vehicular traffic associated with the conditional use on any residentially oriented streets in the area.

6. *Comprehensive P~~p~~lan/Land Development Code consistency.* The proposed conditional use shall be consistent with the goals, objectives and policies of the ~~c~~City's ~~c~~Comprehensive ~~p~~Plan and with other applicable requirements of this title.

G. *Conditions of approval.* When the city approves a conditional use, it may impose such conditions of approval in conformity with the intent and provisions of this title as it deems necessary in order to protect the public health, safety, and welfare. Such conditions may involve requirements which exceed the minimum site design standards for the district. Conditions may include, but are not limited to, conditions which:

1. Limit the manner in which the use is conducted, including restricting the time an activity may take place.

2. ~~and r~~Restraints to minimize such environmental effects as noise, vibration, and odors.

3.~~2.~~ Establish special yards, other open spaces and additional lot area requirements.

4.~~3.~~ Limit the height, size, and location of buildings and other structures.

5~~4~~. Designate the size, number, location, and nature of vehicular and pedestrian access points (including the sharing of access with other lots).

6~~5~~. Increase the amount of public right-of-way, roadway width, and improvements required within the street right-of-way.

7~~6~~. Designate the size, location, screening, drainage, surfacing, and other characteristics of a parking or loading area (including the sharing of parking areas with other lots).

8~~7~~. Limit or otherwise designate the number, size, location, height, and lighting of signs within the bounds of Chapter 14-11.

9~~8~~. Require the use of shielding and other site planning techniques to limit the spillover of light into adjacent properties.

10~~9~~. Require berms~~ing~~, screening, landscaping, and other buffering to protect nearby property and designate standards for installation or maintenance of the facility.

11~~10~~. Designate the size, height, location, and materials for a fence or wall.

12~~11~~. Require development techniques which protect existing trees, vegetation, water resources, and other significant natural resources.

13~~12~~. Take into account the size, style, history, and appearance of a structure.

14~~13~~. Specify other conditions to permit development in conformity with the intent and purpose of this ~~T~~title chapter and the ~~c~~City's ~~c~~Comprehensive ~~p~~Plan, including limits on the effective period of the conditional use.

H. *Effective period of conditional use approval.*

a. A conditional use, as provided herein, shall be effective for a period of 12 months from the date of final approval unless a building permit or business tax receipt (BTR) for the project is issued on or before the last day of the 12th month following the date of approval. If no building permit or BTR has been issued within this time frame, the conditional use shall expire. Approval shall remain effective while an active building permit is in effect for the project. Upon application to the ~~city manager~~Development Services Director ~~(or designee thereof)~~ prior to the expiration date, the effective period may be extended for up to an additional three months for good cause. An additional extension of up to nine months may be granted by the ~~city~~ City ~~commission~~ Commission for good cause. ~~The effective period of a conditional use may also be limited in accordance with subsection G (Conditions of Approval) and section 14-6-38 (Communication Towers [and Facilities]).~~

b. A conditional use that has not been in operation for a period of 12 months shall be considered discontinued and ~~would need to receive~~requires a new approval.

I. *Communication towers and facilities.* If a communication tower or facility requires a conditional use, all standards of section 14-6-38 must be followed.

~~J~~J. *Violations of conditions of approval,the City Code of Ordinances, State and Federal laws*. Any failure to adhere to the terms and conditions of the approval, the City Code of Ordinances, and State and Federal laws shall be considered violations of this title and shall be subject to the immediate revocation of the conditional use permit by the City Manager.~~penalties prescribed by this title.~~

(Code 1995, § 14-2-206; (Ord. No. 2038, 12-20-1994; Ord. No. 2122, 8-20-1996; Ord. No. 2139, 11-26-1996; Ord. No. 2157, 2-4-1997; Ord. No. 2158, 2-4-1997; Ord. No. 2210, 3-3-1998; Ord. No. 2237, 6-23-1998; Ord. No. 2264, 3-16-1999; Ord. No. 2678, 5-13-2008; Ord. No. 2690, 6-10-2008; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-3-29), 8-4-2020)

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 26-21**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-1; AMENDING 14-3-16, TABLE 3-1 TO DESIGNATE THE CITY COMMISSION AS A REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD PROVISIONS FOR SITE PLAN WAIVERS, DESIGNATING THE CITY COMMISSION AS THE APPROVAL BOARD FOR CONDITIONAL USES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Proposed Ordinance 26-21 amends the review procedure for Conditional Uses to add the City Commission as the final reviewing body.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City does not anticipate that this ordinance will impose a new fee or cost for private for-profit businesses within the City at this time.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City does not anticipate that this ordinance will financially impact any businesses.

4. Additional information the governing body deems useful (if any):

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
City of Kissimmee Planning Services - 140534
101 Church St
Ste 110
Kissimmee, FL 34741

Bill To:
City of Kissimmee Planning Services - 140534
101 Church St
Ste 110
Kissimmee, FL 34741

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of PROPOSED ORDINANCE #26-21 Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 25 Aug 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 25 Aug 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

123313

NOTICE OF PUBLIC HEARING(S)

The City Commission of the City of Kissimmee, Florida will meet on Wednesday, September 9, 2026 at 6:00 p.m. in the Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the FIRST READING and on Tuesday, September 22, 2026, at 6:00 p.m. to hear the SECOND AND FINAL READING and consider the passage of the proposed ordinance as set forth below. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #26-21

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-1; AMENDING 14-3-16, TABLE 3-1 TO DESIGNATE THE CITY COMMISSION AS A REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD PROVISIONS FOR SITE PLAN WAIVERS, DESIGNATING THE CITY COMMISSION AS THE APPROVAL BOARD FOR CONDITIONAL USES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

In accordance with Florida Statutes §286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceeding, and for such purposes may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statutes §286.26, any person needing assistance to participate in these proceedings should contact the Office of the City Clerk in writing at least 48 hours prior to the meeting at cityclerkemail@kissimmee.gov or by telephone at (407) 518-2308.
123313 8/25/2026

123313

MEETING MINUTES
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, AUGUST 19, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER Members Present:** Board Member Lynda Roth, PAB Board Member Thomas Kapp, Board Member Raymond Sanchez, Board Member Martin Levert, Board Member Leia Perez
Staff Present: Junellyx Cartagena, Administrative Assistant II, Brenda Ryan, Planning Manager, Ashley Cornellison, Long Range Planner, Kalanit Oded, City Attorney
Members Absent: Board Member Robert Bussiere, Board Member Javin Lopez

   Board Member Lynda Roth called the meeting to order at 6:00 PM.

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE** After a Moment of Silence, Board Member Lynda Roth led the audience in the Pledge of Allegiance.

3. **MINUTES**

3.A Approval of the June 17, 2026 Planning Advisory Board (PAB) Meeting minutes.

Board Member Leia Perez made a motion to Approve. Board Member Martin Levert seconded the motion.

AYE: Board Member Roth, PAB Board Member Kapp, Board Member Levert, Board Member Perez
NAY: None

Motion to Approve 4 - 0.

3.B Approval of the July 15, 2026 Planning Advisory Board (PAB) Meeting minutes.

Board Member Thomas Kapp made a motion to Approve. Board Member Leia Perez seconded the motion.

AYE: Board Member Roth, PAB Board Member Kapp, Board Member Sanchez, Board Member Levert, Board Member Perez
NAY: None

Motion to Approve Passed 5 - 0.

4. **OLD BUSINESS**

5. **NEW BUSINESS**

6. **PUBLIC HEARINGS**

6.A Public Hearing - Proposed Ordinance # 26-21 - Land Development Code Text Amendment (Section 14-3-16: Level of Review Required and 14-3-29: Conditional Uses)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; AMENDING 14-3-1; AMENDING 14-3-16, TABLE 3-1 TO DESIGNATE THE CITY COMMISSION AS A REVIEWING AUTHORITY FOR CONDITIONAL USES; AMENDING SECTION 14-3-29 TO ADD PROVISIONS FOR SITE PLAN WAIVERS, DESIGNATING THE CITY COMMISSION AS THE APPROVAL

BOARD FOR CONDITIONAL USES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Board Member Thomas Kapp made a motion to Approve. Board Member Leia Perez seconded the motion.

AYE: PAB Board Member Kapp
NAY: Board Member Roth, Board Member Sanchez, Board Member Levert, Board Member Perez

Motion to Approve Failed 1 - 4.

6.B Public Hearing - Proposed Ordinance # 26-20 - Land Development Code Text Amendment (Section 14-11: Signs)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; ADDING 14-11-6.B REQUIRING BTRS; UPDATING 14-11-9.B TABLE 11-3; UPDATING 14-11-11.A TABLE 11-5; ADDING MINOR CLARIFICATION LANGUAGE THROUGHOUT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Board Member Leia Perez made a motion to Approve. Board Member Martin Levert seconded the motion.

AYE: Board Member Roth, Board Member Kapp, Board Member Sanchez, Board Member Levert, Board Member Perez
NAY: None

Motion to Approve Passed 5 - 0.

7. DISCUSSION Planning Manager Brenda Ryan provided the Board with updates on upcoming meetings. Board Member Lei Perez also introduced herself as the newest member of the Planning Advisory Board.

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT There being no further business to come before the Planning Advisory Board, the Chairperson Lynda Roth adjourned the meeting at 6:21 PM.

Board Chairperson

ATTEST:

Board Clerk

ITEM 5.A
Public Hearing - Proposed Renaming of Ruby Plaza in Honor of Guillermo "Bill" Hansen

Request

Requesting approval to rename Ruby Plaza at Kissimmee Lakefront Park as Bill Hansen Plaza in honor of his contributions to the City of Kissimmee.

Explanation

On March 17, 2026, the City received a request from State Representative Jose Alvarez to rename Ruby Plaza at Kissimmee Lakefront Park in honor of longtime community leader Guillermo "Bill" Hansen.

In accordance with City of Kissimmee Policy 1201, Memorial Naming of Public Facilities, all requests to name or rename public facilities require a public hearing, and the person being honored must have made a significant contribution to the City's well-being and betterment. As required by policy, the following biography is provided for the record.

Bill Hansen has made significant contributions to the City of Kissimmee through leadership in tourism, community engagement, education, and cultural inclusion. Hansen began his career in tourism, traveling internationally to promote Central Florida and founding Magic Tours Travel Agency, which helped establish Osceola County as a premier tourist destination. Drawing on his tourism experience, Hansen served for 12 years on the Osceola County Tourist Development Council, helping to guide tourism initiatives and economic development efforts.

Recognizing the growing Hispanic population in the Kissimmee area and the need to strengthen cross-cultural communication, Hansen founded Central Florida's first fully bilingual newspaper, El Osceola Star, in 1990. The publication helped both Hispanic and non-Hispanic residents stay informed and connected. He also helped establish the Hispanic Business Council within the Osceola Chamber of Commerce to support Hispanic entrepreneurs and business growth.

In 1997, Hansen founded Viva Osceola, the county's first Hispanic festival, and was instrumental in creating the Three Kings Day Celebration and Business Under the Stars, all of which were held at Kissimmee Lakefront Park and celebrated the community's cultural diversity. His commitment to public service and education includes years of service on the Valencia College Board of Trustees and an appointment to the City of Kissimmee Parks and Recreation Advisory Board.

Staff have reviewed this request and have no concerns. The estimated cost of the name change is approximately $3,500, which includes:

- Fabrication and installation of an interpretive sign consistent with existing Lakefront Park signage.
- Minor landscaping improvements around the sign location.
- Removal of the existing "PLAZA" lettering at Ruby Plaza Café.

Financial Information

City of Kissimmee

Account #	Project #	Increase / Decrease	Budget	Actual
00150203-504646	N/A	Decrease		$3,500

Financial Summary:

The estimated cost associated with the name change is approximately $3,500.

Recommendation

Approve the proposed renaming of Ruby Plaza at Kissimmee Lakefront Park to Bill Hansen Plaza, recognizing his longstanding contributions to tourism, education, economic development, cultural inclusion, and community service in the City of Kissimmee and Osceola County.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. KLP_interpretive_Bill-Hanses_APR2026
2. Lakefront Park - 2600262
3. Ruby Plaza Renaming - Ad Affidavit

Bill Hansen Plaza

Guillermo "Bill" Hansen was born to an American father and a Mexican mother, growing up between two worlds. He settled in Central Florida at 18 in 1975 and lived there until his passing.

He began his career in tourism, traveling internationally to promote Central Florida's attractions. He later founded Magic Tours Travel Agency, serving thousands of tourists annually. With his experience, he served 12 years as a Tourist Development Councilman in Osceola County. As Hispanic immigration increased in the Kissimmee area, he recognized the need to bridge cultures. In 1990, he founded Central Florida's first fully bilingual newspaper, El Osceola Star, helping both Hispanic and American communities stay informed about one another. To further support Hispanic business growth, he helped establish the Hispanic Business Council within the Osceola Chamber of Commerce.

In 1997, he founded Viva Osceola, the county's first Hispanic festival, drawing over 10,000 people to a free music event. He also founded the Osceola Three Kings Day celebration and launched Business Under the Stars. All three events were held at Kissimmee Lakefront Park.

Committed to service and education, he served 12 years on the Valencia College Board of Trustees, the City of Kissimmee Parks and Recreation Advisory Board and the Osceola Arts Board. He received numerous honors, including the Don Quixote Award for Excellence and the Ohtli Award, Mexico's highest recognition for citizens abroad. Following his passing, the United States flag was flown in his honor over the U.S. Capitol in Washington, D.C. In 2026 the City of Kissimmee, City Commission renamed Ruby Plaza the "Bill Hansen Plaza" in recognition of distinguished service.

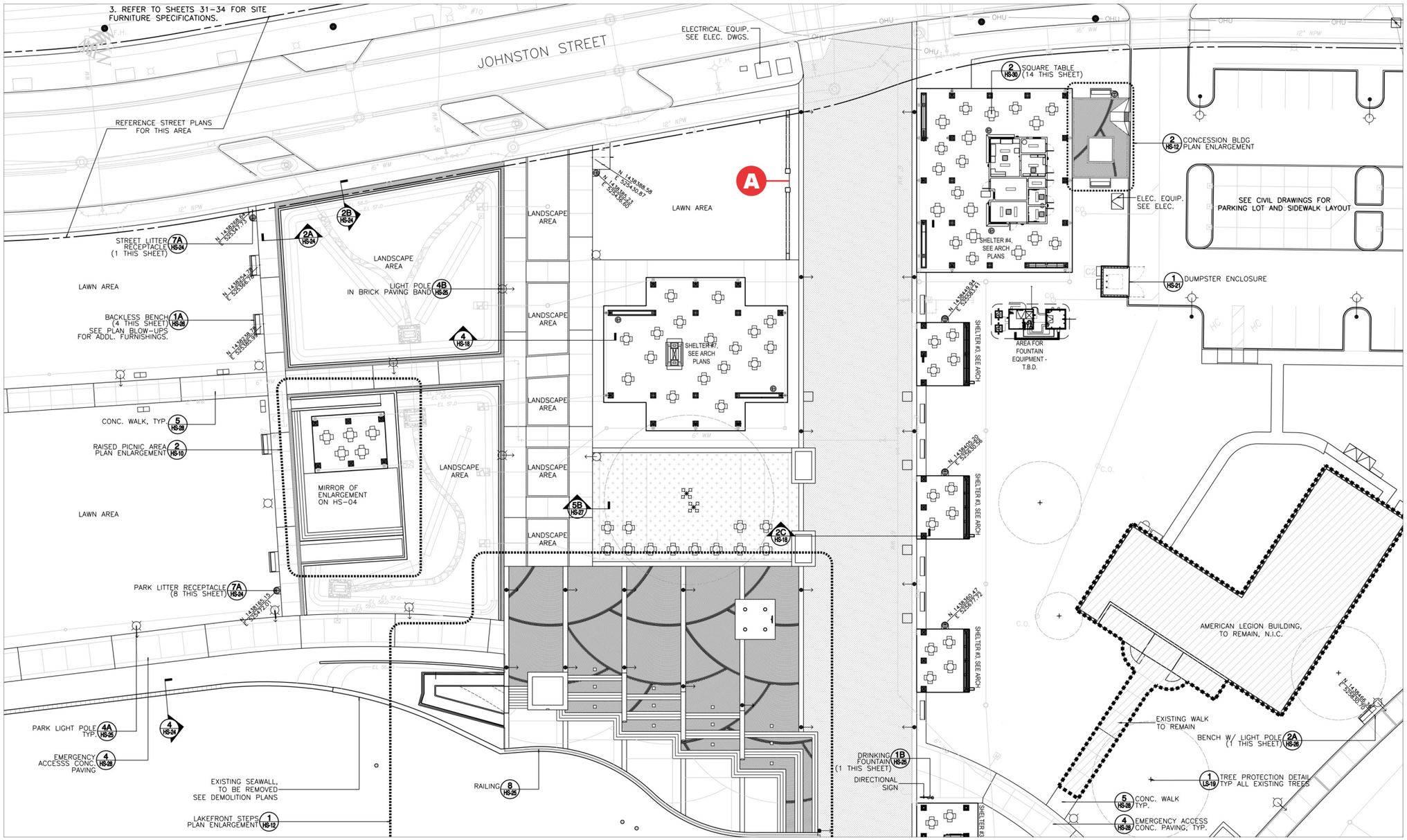
Guillermo "Bill" Hansen
August 18, 1957 - July 1, 2023







Kissimmee Lakefront Park



SITE PLAN

KISSIMMEE LAKEFRONT PARK

DESIGN #: **2600262**

DATE: 5.19.26

DRAWN BY: Derek

Revisions / Date / Initials

SHEET 1

ACCOUNT: Lakefront Park

STREET: 201 Lakeview Dr

CITY: Kissimmee STATE: FL

SALES REP: Mandy Moore

SCALE: As Noted

PROGRAM: CorelDRAW

CUSTOMER APPROVAL

SIGNATURE

DATE

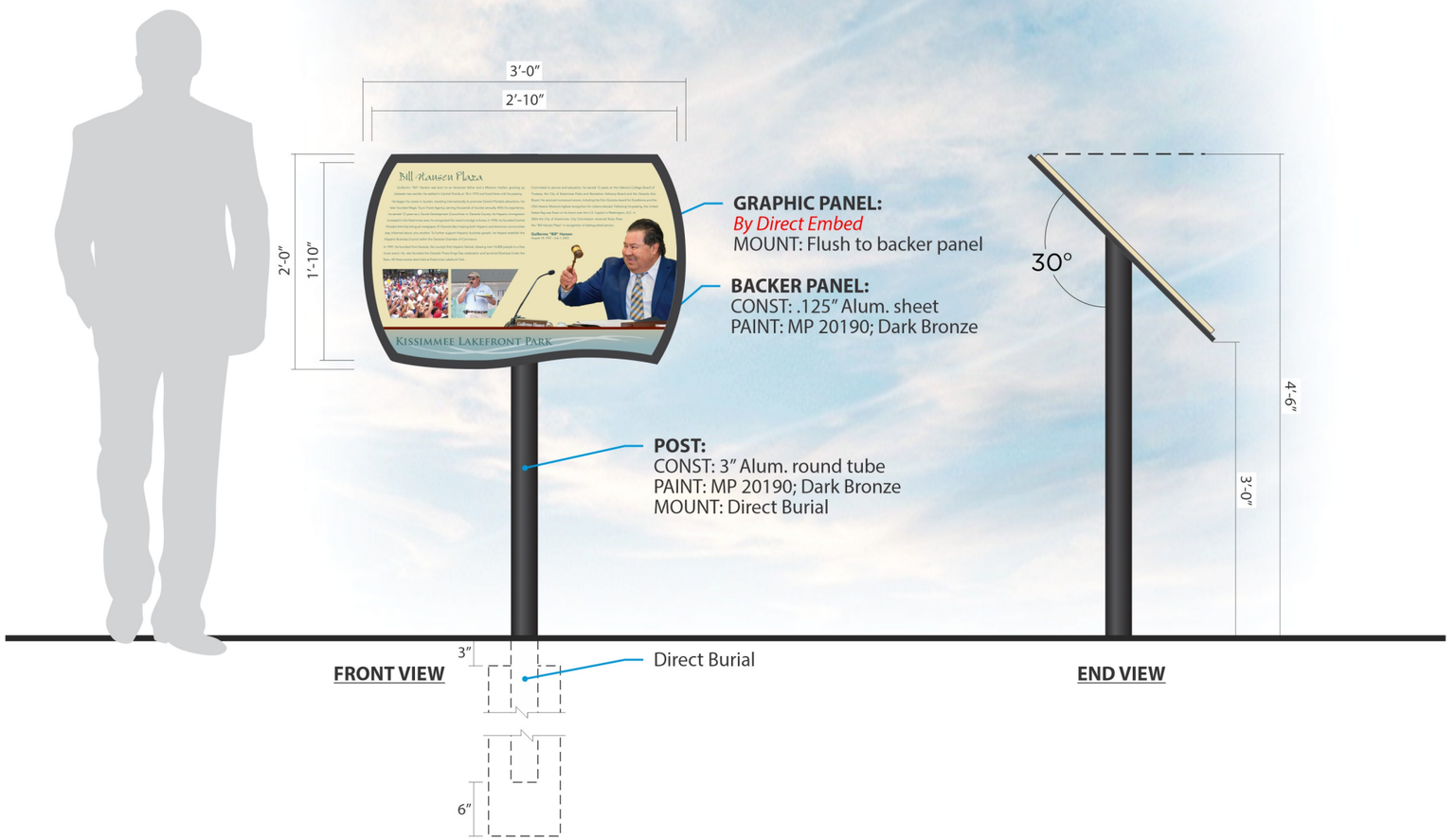
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DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

Scope of Work: A

Don Bell Signs to Fabricate & Install:
(1) Non-Illum. Ground Sign as specified

NOTE:
Graphic panel by Direct Embed.
All hardware to be non-corrosive.



(1) NON-ILLUM. GROUND SIGN

6 Sq Ft

Scale: ¾″=1′-0"

COLOR SCHEDULE:

MP 20190; DARK BRONZE

Note: This design pending engineering.

KISSIMMEE LAKEFRONT PARK

DESIGN #: **2600262**
DATE: 5.19.26
DRAWN BY: Derek

Revisions / Date / Initials

SHEET 2

ACCOUNT: Lakefront Park
STREET: 201 Lakeview Dr
CITY: Kissimmee
STATE: FL
SALES REP.: Mandy Moore
SCALE: As Noted
PROGRAM: CorelDRAW

CUSTOMER APPROVAL

SIGNATURE
DATE

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aroundosceola.com

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street, Kissimmee, FL 34741
(407) 846-7600

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates. Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Publication Dates:
- Sep 3, 2026

Notice ID: 5813VSoILOei4PMpWfwd
Notice Name: COK*Proposed Renaming of Ruby Plaza
PUBLICATION FEE: $44.26

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

Anjana Bhadoriya

_____
Agent

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 09/03/2026

S Smith
Notary Public

SHERI SMITH
Notary Public - State of Florida
Commission # HH804448
Expires on May 31, 2030

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida, will meet on **Wednesday, September 9, 2026**, at **6:00 p.m.** in the Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, for a **PUBLIC HEARING** to consider the passage of the proposed name change from Ruby Plaza within Kissimmee Lakefront Park to Bill Hansen Plaza. All interested parties may appear and be heard on the above dates.

IN ACCORDANCE WITH FLORIDA STATUTE 286.0105: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, 48 HOURS PRIOR TO THE MEETING
September 3, 2026

Notarized remotely online using communication technology via Proof.

ITEM 5.B

Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2026-2027

Request

Adoption by Resolution of the Tentative Millage Levy of 4.6253 mills and Tentative Budget of $321,922,102 for Fiscal Year 2026-2027.

Explanation

Public notice of this hearing was given via the Notice of Proposed Property Taxes mailed by the Property Appraiser. The entire procedure, including the following order of discussion, is specified within State Statutes and should be followed explicitly.

RESOLUTION OF THE PROPOSED OPERATING MILLAGE

1. State that the Proposed Operating Millage is 4.6253 which is 2.46% more than the Rolled Back Rate of 4.5144

2. Call for public comments or questions.

3. Have the City Clerk read the Resolution title.

4. City Clerk takes a Roll Call vote.

RESOLUTION ADOPTING THE TENTATIVE BUDGET

1. The Resolution will adopt a Tentative Budget of $321,922,102 and authorize 930 full and part-time positions. A schedule of positions authorized for each department and summaries of each Fund are attached to the Resolution.

2. Call for public comments or questions.

3. Have the City Clerk read the Resolution title.

4. City Clerk takes a Roll Call vote.

BACKGROUND:

As indicated above, the proposed millage rate is 4.6253 mills, which is the same millage rate that was levied for the current budget year. The tentative budget for all funds remained the same as what was presented in August during the last workshop, except for Vine Street Community Redevelopment Fund, which has an increase of $426,907 to their Aids to Private Organizations account.

Recommendation

Staff requests that the Public Hearing be conducted as outlined above. In addition, staff recommends the Commission adopt the two Resolutions. The Second and Final Hearing will be held on September 22, 2026.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance
Presenter: Mike Steigerwald

Attachment(s):
1. (S) RESO OP MILL TENTATIVE.27
2. (S) RESO OP BUDGET TENTATIVE.27
3. FY27 Budget Reports

RESOLUTION NO. -2026

A RESOLUTION ADOPTING THE TENTATIVE OPERATING MILLAGE FOR THE CITY OF KISSIMMEE, FLORIDA UPON THE ASSESSMENT ROLL OF THE YEAR 2026.

WHEREAS, the City Commission of the City of Kissimmee, Florida, considered a budget for the fiscal year beginning October 1, 2026 and ending September 30, 2027, and

WHEREAS, subject budget will require a millage levy sufficient to fund a portion of that budget,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. The millage rate of 4.6253 mills is hereby adopted, such millage rate being 2.46% more than the rolled back millage rate of 4.5144 as defined in F.S. 200.065.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

Dated this 9th day of September 2026.

_____
Jackie Espinosa
Mayor-Commissioner

ATTEST:

_____
Tameara Crespo
City Clerk

RESOLUTION NO. -2026

A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027.

WHEREAS, the City Commission of the City of Kissimmee, Florida, has, after careful study, arrived at a budget for the fiscal year beginning October 1, 2026 and ending September 30, 2027, and

WHEREAS, public hearings were held to provide the citizens of Kissimmee, Florida, with an opportunity to discuss subject budget beginning at 6:00 p.m. on September 09, 2026

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. The budget for the fiscal year beginning October 1, 2026 and ending September 30, 2027, shall be $321,922,102 which is the total of the attached schedule.

SECTION 2. Budget transfers and adjustments. For purposes of this Resolution, budget transfers and adjustments are defined as follows:

Budget Transfer -- A decrease in any expenditure or revenue sub-object with a corresponding increase in another expenditure or revenue sub-object, which does not alter fund total.

Budget Adjustment -- An increase or decrease in any revenue sub-object with a corresponding increase or decrease in any expenditure sub-object, the effect of which is to alter the fund total.

SECTION 3. The following levels of approval are required for Budget Transfers and Adjustments:

Interfund Transfers included as a part of the budget, shall be automatically made without further action on the part of the City Commission or City Manager.

Budget Transfers

The City Manager can approve transfers of unused personal service funds to Advertising, Recruiting and/or Professional Service accounts. All other intradepartmental transfers for personal services shall be approved only by the City Commission. Intradepartmental transfers from other accounts may be approved by the City Manager and shall be reported to the City Commission on a monthly basis along with the monthly budget report.

Interdepartmental transfers shall be approved only by the City Commission.

Transfers from Reserves shall be approved only by the City Commission.

Budget Adjustments -- Budget Adjustments shall be approved only by the City Commission.

SECTION 4. This Resolution shall in no way be construed to inhibit the City Manager from exercising full power and authority under the Mobilization and Emergency Operations Plan adopted August 24, 1983 and as, from time to time, amended.

SECTION 5. The City Manager shall automatically adjust the total amount of the FY 2026/2027 budget by the amount of encumbrances outstanding at September 30, 2026.

SECTION 6. The City Manager shall automatically adjust the total amount of the FY 2026/2027 budget by the amount of unspent grant funds at September 30, 2026.

SECTION 7. The City Manager may automatically adjust the budget to properly classify charges to the proper account codes.

SECTION 8. The City Manager may automatically adjust the budget to properly account for gifts, grants or donations, such adjustments are to be reported to the City Commission.

SECTION 9. Any unexpended or unencumbered FY 2026/2027 appropriations will automatically lapse at September 30, 2027 and will be carried over to FY 2027/2028 as un-appropriated fund balance.

SECTION 10. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 11. The authorized number of employees set forth in this budget is 930. Full-time employees may not be employed within any department or fund at any one time in excess of the maximum authorization as provided in this budget. Increases in the authorized number of full-time employees shall be approved only by the City Commission. Part-time employees may be employed in any number and combination that does not exceed the amounts budgeted for those employees.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

Dated this 9th day of September 2026.

ATTEST:

_____
Jackie Espinosa
Mayor-Commissioner

_____
Tameara Crespo
City Clerk

ALL FUNDS
TOTAL BUDGETS SUMMARY

FUND NAME	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
General Fund	$ 170,935,897	$ 171,618,689	$ 176,413,519	$ 159,559,219
Stormwater Utility	17,275,935	24,003,036	17,980,415	15,792,559
Solid Waste	11,938,711	10,355,058	10,693,299	9,389,006
Airport	1,787,126	2,514,013	2,163,245	2,946,522
Central Services	16,685,167	18,532,610	19,092,919	15,997,897
Local Option Sales Tax	32,083,670	30,482,407	24,215,617	13,463,247
Mobility Fee	15,945,284	10,784,449	17,085,535	16,178,746
Local Option Gas Tax	22,365,327	12,618,774	12,637,952	6,314,701
Paving Assessment	10,024	10,000	17,457	17,457
Building	8,912,378	6,565,011	9,351,048	9,157,854
Downtown Community Redevelopment	11,831,169	13,594,727	14,662,862	9,396,153
Vine Street Community Redevelopment	9,855,144	11,157,918	11,778,909	8,629,468
CDBG Entitlement Grants	-	-	-	953,411
SHIP Grants	-	-	-	609,218
HOME Grants	-	-	-	370,775
Recreation Impact	4,890,610	2,675,985	5,665,273	4,598,154
Fire Impact Fee		592,566	955,810	1,306,810
Police Impact Fee	273,364	570,325	902,825	1,255,325
Police 2nd Dollar Assessment	78,683	39,946	39,946	25,241
Justice Assistance Grant	352,896	409,836	409,836	409,836
State Law Enforcement Trust	585,138	183,252	512,456	489,156
Federal Law Enforcement Trust	138,153	301,066	138,153	138,653
School Crossing Guard Trust	53,449	3,650	37,856	3,650
Treasury Forfeiture	316,346	316,604	316,846	317,346
Haven on Vine	946,828	813,223	1,054,046	1,062,238
Utility Tax	8,867,749	8,845,676	8,765,692	8,735,692
Local Option Sales Tax Bonds	2,165,023	2,165,023	2,165,023	2,184,115
Local Option Gas Tax Notes	294,385	294,385	294,385	300,666
Community Redevelopment Notes	331,903	331,903	331,903	385,886
Series 2016/2022/2024 Bonds	9,995,980	7,364,163	10,049,293	9,926,692
Liab/Workers Comp Self Insurance	5,657,862	5,511,858	5,434,663	5,346,342
Health Self Insurance	12,899,200	15,105,359	14,313,309	16,660,067
TOTAL BUDGET	$ 367,473,401	$ 357,761,512	$ 367,480,092	$ 321,922,102

ALL FUNDS BY OBJECT CODE

DESCRIPTION	Personnel Services FY 2027	Operating FY 2027	Capital FY 2027	Other FY 2027	Budget FY 2027
General Fund	$ 82,618,456	$ 33,166,993	$ -	$ 43,773,770	$ 159,559,219
Stormwater Utility	3,490,758	2,556,528	1,157,544	8,587,729	15,792,559
Solid Waste	2,844,595	4,389,922	1,595,260	559,229	9,389,006
Airport	1,155,543	730,260	392,000	668,719	2,946,522
Central Services	4,829,263	8,490,867	952,137	1,725,630	15,997,897
Local Option Sales Tax	-	724,052	4,394,450	8,344,745	13,463,247
Mobility Fee	-	-	-	16,178,746	16,178,746
Local Option Gas Tax	1,194,017	823,252	301,585	3,995,847	6,314,701
Paving Assessment	-	5,000	-	12,457	17,457
Building	3,489,517	549,840	-	5,118,497	9,157,854
Downtown Comm Redevelopment	-	735,065	625,000	8,036,088	9,396,153
Vine Street Comm Redevelopment	-	902,765	1,953,930	5,772,773	8,629,468
2026 CDBG Entitlement Grant	271,578	681,833	-	-	953,411
2026 SHIP Grant	64,824	544,394	-	-	609,218
2026 HOME Grant	50,701	320,074	-	-	370,775
Recreation Impact	-	-	750,000	3,848,154	4,598,154
Fire Impact Fee	-	-	-	1,306,810	1,306,810
Police Impact Fee	-	-	363,000	892,325	1,255,325
Police 2nd Dollar Assessment	-	18,000	-	7,241	25,241
Justice Assistance Grant	409,836	-	-	-	409,836
State Law Enforcement Trust	-	24,800	-	464,356	489,156
Federal Law Enforcement Trust	-		-	138,653	138,653
School Crossing Guard Trust	-	-	-	3,650	3,650
Treasury Forfeiture	-	-	-	316,604	317,346
Haven on Vine	229,441	548,500	-	284,297	1,062,238
Utility Tax	-	-	-	8,735,692	8,735,692
Local Option Sales Tax Bonds	-	-	-	2,184,115	2,184,115
Local Option Gas Tax Notes	-	-	-	300,666	300,666
Community Redevelopment Notes	-	-	-	385,886	385,886
Series 2016/2022/2024 Bonds	-	-	-	9,926,692	9,926,692
Liab/Workers Comp Self Insurance	-	5,310,360	-	35,982	5,346,342
Health Self Insurance	-	16,625,977	-	34,090	16,660,067
TOTAL BUDGET BY OBJECT	$ 100,648,529	$ 77,148,482	$ 12,484,906	$ 131,639,443	$ 321,922,102

ALL FUNDS
BEGINNING RESERVE BALANCES AND REVENUES

This schedule and the one on the following page indicate the changes budgeted to occur to restricted and unrestricted balances in each fund in FY 2025. Shown below are the beginning balances of reserve accounts and budgeted revenues which provide the total sources estimated to be available to the City for appropriation.

FUND NAME	ESTIMATED BEGINNING RESTRICTED BALANCES	ESTIMATED BEGINNING UNRESTRICTED BALANCES	REVENUE BUDGET FY 2027	TOTAL SOURCES BUDGET FY 2027
General Fund	$ -	$ 43,098,870	$ 116,460,349	$ 159,559,219
Stormwater Utility	-	7,700,684	8,091,875	15,792,559
Solid Waste	-	1,137,694	8,251,312	9,389,006
Airport	-	(153,999)	3,100,521	2,946,522
Central Services	-	1,821,432	14,176,465	15,997,897
Local Option Sales Tax	-	1,871,247	11,592,000	13,463,247
Mobility Fee	15,148,246	-	1,030,500	16,178,746
Local Option Gas Tax	-	3,078,201	3,236,500	6,314,701
Paving Assessment	-	7,457	10,000	17,457
Building	-	4,718,654	4,439,200	9,157,854
Downtown Community Redevelopment	-	4,122,825	5,273,328	9,396,153
Vine Street Community Redevelopment	-	3,784,308	4,845,160	8,629,468
2026 CDBG Entitlement Grant	-	-	953,411	953,411
2026 SHIP Grant	-	-	609,218	609,218
2026 HOME Grant	-	-	370,775	370,775
Recreation Impact	4,093,154	-	505,000	4,598,154
Fire Impact Fee	955,810	-	351,000	1,306,810
Police Impact Fee	902,825	-	352,500	1,255,325
Police 2nd Dollar Assessment	-	7,241	18,000	25,241
Justice Assistance Grant	-	-	409,836	409,836
State Law Enforcement Trust	-	487,656	1,500	489,156
Federal Law Enforcement Trust	-	138,153	500	138,653
School Crossing Guard Trust	-	-	3,650	3,650
Treasury Forfeiture	-	316,846	500	317,346
Haven on Vine	-	258,938	803,300	1,062,238
Utility Tax	-	552,609	8,183,083	8,735,692
Local Option Sales Tax Bonds	-	-	2,184,115	2,184,115
Local Option Gax Tax Notes	-	-	300,666	300,666
Community Redevelopment Notes	-	-	385,886	385,886
Series 2016/2022/2024 Bonds	2,702,559	-	7,224,133	9,926,692
Liab/Workers Comp Self Insurance	-	453,629	4,892,713	5,346,342
Health Self Insurance	-	424,420	16,235,647	16,660,067
TOTALS	$ 23,802,594	$ 73,826,865	$ 224,292,643	$ 321,922,102

ALL FUNDS
ENDING RESERVE BALANCES AND DISBURSEMENTS

There is little difference between projected beginning and ending balances of restricted reserve accounts.The major change in unrestricted reserve accounts is due to substantial capital outlays within the Local Option Sales Tax Fund and personnel initiatives within the General Fund. Despite these changes reserves will remain above the threshold through the five - year forecasts. Shown below are budgeted disbursements and estimated ending balances of reserve accounts which sum to bugeted total uses.

FUND NAME	BUDGETED DISBURSEMENTS FY 2027	ESTIMATED ENDING RESTRICTED BALANCES	ESTIMATED ENDING UNRESTRICTED BALANCES	BUDGETED TOTAL USES FY 2027
General Fund	$ 121,587,102	$ -	$ 37,972,118	$ 159,559,219
Stormwater Utility	7,608,424	-	8,184,135	15,792,559
Solid Waste	9,240,777	-	148,229	9,389,006
Airport	2,277,803	-	668,719	2,946,522
Central Services	14,272,267	-	1,725,630	15,997,897
Local Option Sales Tax	11,871,869	-	1,591,378	13,463,247
Mobility Fee	437,289	15,741,457	-	16,178,746
Local Option Gas Tax	3,166,361	-	3,148,340	6,314,701
Paving Assessment	10,000	-	7,457	17,457
Building	4,039,357	-	5,118,497	9,157,854
Downtown Community Redevelopment	5,040,078	-	4,356,075	9,396,153
Vine Street Community Redevelopment	5,794,537	-	2,834,931	8,629,468
2026 CDBG Entitlement Grant	953,411	-	-	953,411
2026 SHIP Grant	609,218	-	-	609,218
2026 HOME Grant	370,775	-	-	370,775
Recreation Impact	750,000	3,848,154	-	4,598,154
Fire Impact Fee	-	1,306,810	-	1,306,810
Police Impact Fee	-	892,325	363,000	1,255,325
Police 2nd Dollar Assessment	18,000	-	7,241	25,241
Justice Assistance Grant	409,836	-	-	409,836
State Law Enforcement Trust	24,800	-	464,356	489,156
Federal Law Enforcement Trust	-	-	138,653	138,653
School Crossing Guard Trust	3,650	-	-	3,650
Treasury Forfeiture	-	-	317,346	317,346
Haven on Vine	777,941	-	284,297	1,062,238
Utility Tax	8,213,083	-	522,609	8,735,692
Local Option Sales Tax Bonds	2,184,115	-	-	2,184,115
Local Option Gas Tax Notes	300,666	-	-	300,666
Community Redevelopment Notes	385,886	-	-	385,886
Series 2016/2022/2024 Bonds	7,223,474	2,703,218	-	9,926,692
Liab/Workers Comp Self Insurance	5,310,360	-	35,982	5,346,342
Health Self Insurance	16,625,977	-	34,090	16,660,067
TOTALS	$ 229,507,056	$ 24,491,964	$ 67,923,083	$ 321,922,102

ALL FUNDS
YEAR END FUND BALANCES AND RESERVES

Reserve balances as of the end of the fiscal year are shown in the following schedule. All balances are anticipated to be held in reserve for future capital outlays, restricted by bond covenants or set aside in accordance with budgetary policies. Estimated and budgeted amounts are cumulative with prior period balances being considered as sources of funding for the next period.

FUND NAME	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
General Fund	$ 64,602,120	$ 37,226,217	$ 43,098,870	$ 37,972,118
Stormwater Utility	9,805,415	2,112,048	7,700,684	8,184,135
Solid Waste	2,601,594	963,068	1,137,694	148,229
Airport	(83,197)	67,986	(153,999)	668,719
Central Services	4,807,463	484,911	1,821,432	1,725,630
Local Option Sales Tax	12,751,051	8,145,066	1,871,247	1,591,378
Mobility Fee	15,509,035	9,847,160	15,148,246	15,741,457
Local Option Gas Tax	9,254,452	523,176.00	3,078,201	3,148,340
Paving Assesment	7,457	-	7,457	7,457
Building	4,711,848	1,997,297	4,718,654	5,118,497
Downtown Community Redevelopment	9,625,406	3,066,011	4,122,825	4,356,075
Vine Street Community Redevelopment	7,453,340	3,035,106	3,784,308	2,834,931
Recreation Impact	3,935,273	1,695,605	4,093,154	3,848,154
Fire Impact Fee	324,810	592,566	955,810	1,306,810
Police Impact Fee	273,364	570,325.00	902,825	1,255,325
Police 2nd Dollar Assessment	67,363	7,241	7,241	7,241
State Law Enforcement Trust	510,956	108,453	487,656	464,356
Federal Law Enforcement Trust	138,153	301,066	138,153	138,653
School Crossing Guard Trust	43,550	-	-	-
Treasury Forfeiture	316,346	316,604	316,846	317,346
Haven on Vine	246,746	18,115	258,938	284,297
Utility Tax	582,609	632,593	552,609	522,609
Series 2016/2022/2024 Bonds	2,702,559	17,429	2,702,559	2,703,218
Liab/Workers Comp Self Insurance	537,936	44,172	453,629	35,982
Health Self Insurance	(701,328)	33,620	424,420	34,090
TOTAL RESERVE BALANCES	$ 150,024,321	$ 71,805,835	$ 97,629,459	$ 92,415,047

GENERAL FUND

The General Fund accounts for all financial resources except those required to be accounted for in another fund. The General Fund is traditionally viewed as the major operating fund of the City and contains the traditional governmental activities such as management and administration, finance, community development, police, fire protection, public works, parks and recreation and personnel.

The following is a summary of General Fund sources of funds by broad categories and uses of funds by department.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
SOURCES				
Taxes	$ 28,423,957	$ 31,366,556	$ 31,603,198	$ 33,522,366
Licenses	256,699	231,000	259,000	256,000
Intergovernmental revenue	12,111,751	19,885,793	19,381,996	19,904,793
Charges for services	11,711,384	11,092,187	11,265,783	11,405,378
Fines & forfeits	3,415,232	2,595,000	3,045,000	2,755,000
Miscellaneous revenue	3,026,449	3,109,616	3,084,885	3,011,430
Transfers	53,588,131	42,862,579	43,171,537	45,605,382
From fund balance	58,402,294	60,475,958	64,602,120	43,098,870
TOTAL SOURCES	$ 170,935,897	$ 171,618,689	$ 176,413,519	$ 159,559,219
USES				
City Commission	$ 844,929	$ 1,279,847	$ 1,248,772	$ 1,220,603
City Manager	10,498,649	14,269,372	14,240,047	7,010,531
City Attorney	997,269	1,625,111	1,311,361	1,179,645
Finance	15,522,389	18,176,714	18,170,113	18,337,836
Development Services	2,752,463	2,881,983	2,897,477	2,585,605
Police	34,258,378	41,526,836	41,065,921	39,577,055
Fire	23,149,648	31,838,045	31,626,472	31,224,562
Public Works	6,730,134	8,629,174	8,645,347	8,361,239
Parks & Recreation	10,176,596	12,521,927	12,453,136	10,691,260
Human Resources & Risk Management	1,403,323	1,643,463	1,656,003	1,398,766
Contingency & Reserves	64,602,120	37,226,217	43,098,870	37,972,118
TOTAL USES	$ 170,935,897	$ 171,618,689	$ 176,413,519	$ 159,559,219

GENERAL FUND REVENUE SUMMARY
FY 2026/27

DESCRIPTION	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Current Ad Valorem (4.6253 Mills)	$ 27,637,747	31,150,256	30,580,898	33,306,066
Delinquent Ad Valorem	572,057		806,000	
Gas Franchise	214,153	216,300	216,300	216,300
Occupational Licenses	252,949	225,000	253,000	250,000
Subdivision Regulation Fees	3,750	6,000	6,000	6,000
State Revenue Sharing	4,326,330	4,500,000	4,275,000	4,500,000
Mobile Home Licenses	34,771	30,000	34,000	30,000
Alcoholic Beverage Licenses	103,796	80,000	90,000	90,000
Half-Cent Sales Tax	6,501,362	7,200,000	6,573,574	6,750,000
Fire Supplemental Compensation	50,749	35,000	35,000	35,000
Municipal Fuel Rebate	120,104	95,000	100,000	100,000
Ambulance Program	-	900,000	900,000	900,000
School Board Grant	974,639	945,793	1,042,422	945,793
County Occupational Licenses				
Fire Assesment Fees	-	6,100,000	6,332,000	6,554,000
Miscellaneous Charges	97,408	77,250	91,000	91,000
Development Review Fees	355,890	300,000	600,000	350,000
Impact Fee Allowance	21,402	35,000	20,000	20,000
Recording/Lien Search	119,124	85,500	89,900	87,650
Charges to Other Funds	321,995	321,995	321,995	321,995
Police Services - Officers	1,233,963	1,200,000	1,200,000	1,200,000
Police Services - Administrative	37,125	35,000	30,000	30,000
Fire Services - Osceola County	2,017,439	2,000,000	2,015,000	2,000,000
Cemetery Services	99,873	80,000	88,000	88,000
Lot Mowing	12,094	4,000	12,000	12,000
Transportation Miscellaneous	418,435	359,831	322,688	351,000
Athletic Program Fees	91,742	98,320	94,000	94,670
Recreation Program Fees	191,468	141,700	132,200	144,170
Aquatic Center Fees	172,198	187,425	182,500	183,555
Facility Rentals	297,457	298,410	220,000	178,100
Adult Programs	34,779	53,096	43,500	48,946
Youth Programs	435,544	414,660	403,000	404,292
Ambulance Charges	5,753,448	5,400,000	5,400,000	5,800,000

GENERAL FUND REVENUE SUMMARY, CONTINUED

DESCRIPTION	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Court Fines	39,450	35,000	35,000	35,000
Parking Tickets	97,818	50,000	50,000	60,000
Code Enforcement Fines	616,845	150,000	600,000	300,000
Alarm Violations	31,375	60,000	60,000	60,000
Redlight Camera Violations	2,629,744	2,300,000	2,300,000	2,300,000
Interest on Investments	1,856,494	2,000,000	2,000,000	2,000,000
Miscellaneous Interest	93,911	33,000	33,000	33,000
Rents	143,775	176,250	184,350	184,350
Cemetery Lots/Cremation Niches	390,815	383,000	315,000	315,000
Sale of Surplus Property	94,388	50,000	100,000	100,000
Other Miscellaneous Revenue	447,066	467,366	452,535	379,080
Utility Tax Transfers	8,285,140	8,346,744	8,346,744	8,346,744
Charter School Fund				
Stormwater Utility Fund	377,014	382,991	397,700	403,594
Solid Waste Fund	398,521	402,000	402,000	411,000
KUA Charter Payment	20,541,772	20,512,800	20,551,538	21,580,000
KUA Parks and Recreation	1,999,543	2,018,000	2,000,000	2,100,000
Toho Water Authority Payment	10,448,282	10,535,000	10,808,511	11,349,000
Other Miscellaneous Funds	11,537,859	665,044	665,044	1,415,044
Subtotal of Revenues	112,533,603	111,142,731	111,811,399	116,460,349
From Fund Balance	58,402,294	60,475,958	64,602,120	43,098,870
TOTAL SOURCES	$ 170,935,897	$ 171,618,689	$ 176,413,519	$ 159,559,219

GENERAL FUND EXPENDITURE SUMMARY BY DIVISION
FY 2026/27

DESCRIPTION	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
City Commission	$ 564,160	674,288	684,788	688,603
Social Services	280,769	605,559	563,984	532,000
City Manager	4,135,330	8,511,117	8,494,520	1,188,165
City Clerk	486,711	588,938	587,764	547,549
Strategic Communications	818,933	939,979	939,979	934,990
Division of Emergency Preparedness	675,104	470,997	479,341	325,606
Economic Development	1,277,276	1,094,505	1,074,607	1,027,722
General Government	3,105,295	2,663,836	2,663,836	2,986,499
City Attorney	921,157	1,537,819	1,224,069	1,090,953
Municipal Court Clerk	76,112	87,292	87,292	88,692
Finance	1,798,338	2,316,593	2,310,295	2,023,413
Procurement	321,565	364,158	363,855	379,528
Transfers	13,402,486	15,495,963	15,495,963	15,934,895
Planning	2,752,463	2,881,983	2,897,477	2,585,605
Office of the Police Chief	898,041	1,280,292	946,539	2,004,907
Support Services	6,879,334	8,399,020	8,410,240	6,449,288
Patrol	12,835,840	16,602,789	15,810,727	14,929,635
Criminal Investigations	5,926,719	6,776,842	6,986,468	6,315,625
Communications	3,705,040	4,009,982	4,016,350	4,201,046
Special Operations	4,013,404	4,457,911	4,895,597	5,676,554
Fire Administration	4,017,196	5,035,805	4,907,111	5,289,110
Fire Operations	19,132,452	26,802,240	26,719,361	25,935,452
Public Works Administration	721,498	750,085	750,085	943,518
Engineering	1,173,130	1,401,593	1,409,520	1,328,579
Street Maintenance	2,719,785	3,603,288	3,603,288	3,697,409
Traffic Engineering	2,115,721	2,874,209	2,882,454	2,391,733
Parks & Recreation Administration	916,808	1,047,454	1,041,370	1,085,530
Parks	4,689,976	5,446,056	5,438,993	4,059,820
Aquatic Center	813,135	936,490	981,708	1,029,649
Recreation	2,195,137	3,156,544	3,077,296	3,166,402
Cemetery	250,987	288,807	288,659	208,850
Events & Venues	1,310,553	1,646,577	1,625,110	1,141,009
Human Resources & Risk Management	1,334,581	1,552,993	1,565,533	1,328,116
General Employee Organization	68,742	90,470	90,470	70,650
Totals	106,333,777	134,392,472	133,314,649	121,587,102
Operating Contingency		25,000	25,000	25,000
Unrestricted Reserves	64,602,120	37,201,217	43,073,870	37,947,118
TOTAL USES	$ 170,935,897	$ 171,618,689	$ 176,413,519	$ 159,559,219

GENERAL FUND DIVISIONS BY OBJECT CODE
FY 2026-27

DESCRIPTION	Personnel Services FY 2027	Operating FY 2027	Capital FY 2027	Other FY 2027	Budget FY 2027
City Commission	$ 300,406	388,197	$ -	$ -	$ 688,603
Social Services	82,000	450,000	-	-	532,000
City Manager	1,071,750	116,415	-	-	1,188,165
City Clerk	448,790	98,759	-	-	547,549
Strategic Communications	790,575	144,415	-	-	934,990
Divison of Emergency Preparedness	139,358	186,248	-	-	325,606
Economic Development	696,681	331,041	-	-	1,027,722
General Government	-	2,000,000	-	986,499	2,986,499
City Attorney	852,391	238,562	-	-	1,090,953
Municipal Court Clerk	80,592	8,100	-	-	88,692
Finance	1,753,309	270,104	-	-	2,023,413
Procurement	368,613	10,915	-	-	379,528
Transfers	-	11,119,742	-	4,815,153	15,934,895
Planning	2,194,918	390,687	-	-	2,585,605
Office of the Police Chief	1,789,080	215,827	-	-	2,004,907
Police Support Services	3,082,910	3,366,378	-	-	6,449,288
Police Patrol	14,717,334	212,301	-	-	14,929,635
Criminal Investigations	6,017,631	297,994	-	-	6,315,625
Police Communications	4,151,289	49,757	-	-	4,201,046
Special Operations	4,707,775	968,779	-	-	5,676,554
Fire Administration	2,978,929	2,310,181	-	-	5,289,110
Fire Operations	23,251,161	2,684,291	-	-	25,935,452
Public Works Administration	701,007	242,511	-	-	943,518
Engineering	1,050,078	278,501	-	-	1,328,579
Street Maintenance	1,573,012	2,124,396	-	-	3,697,408
Traffic Engineering	616,942	1,774,791	-	-	2,391,733
Parks & Recreation Administration	705,369	380,161	-	-	1,085,530
Parks	2,992,003	1,067,817	-	-	4,059,820
Aquatic Center	845,139	184,510	-	-	1,029,649
Recreation	2,675,434	490,968	-	-	3,166,402
Cemetery	104,600	104,250	-	-	208,850
Events & Venues	667,708	473,301	-	-	1,141,009
Human Resources & Risk Management	1,211,672	116,444	-	-	1,328,116
General Employee Organization	-	70,650	-	-	70,650
Totals	$ 82,618,456	$ 33,166,993	$ -	$ 5,801,652	$ 121,587,101
Operating Contingency					25,000
Unrestricted Reserves					37,947,118
TOTAL USES					$ 159,559,219

STORMWATER UTILITY FUND

Although administered as a division of the Public Works Department, the Stormwater Utility is an enterprise fund operation that accounts separately for Stormwater revenues and expenditures. Stormwater services are provided to both residential and commercial units. The Stormwater utility fee is derived from an $11.12 per month fee for each equivalent residential unit (ERU). An ERU is defined as 2,404 square feet of impervious surface.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Stormwater Utility Fee	$ 7,681,540	$ 7,659,825	$ 7,875,000	$ 8,071,875
State Grant	-	-	-	-
Interest Earnings	379,386	20,000	300,000	20,000
Miscellaneous	10,000	-	-	-
Subtotal	8,070,926	7,679,825	8,175,000	8,091,875
Fund Balance Carryover	9,205,009	16,323,211	9,805,415	7,700,684
TOTAL SOURCES	$ 17,275,935	$ 24,003,036	$ 17,980,415	$ 15,792,559
Personal Services	$ 2,839,138	$ 3,344,565	$ 3,340,926	$ 3,490,758
Other Expenditures	1,810,505	2,295,918	2,355,541	2,556,528
Capital Outlay	2,416,863	15,867,514	4,189,564	1,157,544
Transfer to Other Funds	404,014	382,991	393,700	403,594
Subtotal	7,470,520	21,890,988	10,279,731	7,608,424
Unrestricted Reserves	9,805,415	2,112,048	7,700,684	8,184,135
TOTAL USES	$ 17,275,935	$ 24,003,036	$ 17,980,415	$ 15,792,559

SOLID WASTE FUND

Although administered as a division of the Public Works Department, Solid Waste is an enterprise fund operation which accounts separately for garbage and trash collection revenues and expenditures. In 2017, the City implemented an underground refuse collection operation that will be used by commercial businesses primarily in the downtown area. The City's refuse service is basically residential and small commercial with large commercial containers handled via franchise. The franchise fee is considered a revenue stream in this fund. Garbage fees will be approximately $25.03 per month for residential service during FY 2027. Annual rates are adjusted for increases in fuel costs and the Consumer Price Index.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Franchise Fees	$ 1,350,247	$ 1,439,000	$ 1,360,046	$ 1,374,000
Garbage/Trash Fees	5,677,253	5,796,000	5,796,000	5,999,000
Special Pickup	578,440	455,000	499,713	505,000
Weld Shop Fees	364,992	275,000	275,000	281,000
Other Charges/Fees	68,640	68,296	68,296	69,662
Interest Earnings	153,815	20,000	90,000	20,000
Miscellaneous	624	2,650	2,650	2,650
Subtotal	8,194,011	8,055,946	8,091,705	8,251,312
Fund Balance Carryover	3,744,700	2,299,112	2,601,594	1,137,694
TOTAL SOURCES	$ 11,938,711	$ 10,355,058	$ 10,693,299	$ 9,389,006
Personal Services	$ 2,791,832	$ 2,858,186	$ 2,858,186	$ 2,844,595
Other Expenditures	3,414,707	3,939,680	4,106,000	4,389,922
Capital Outlay	2,110,854	1,986,339	1,983,634	1,595,260
Transfer to Other Funds	1,019,724	607,785	607,785	411,000
Subtotal	9,337,117	9,391,990	9,555,605	9,240,777
Unrestricted Reserves	2,601,594	963,068	1,137,694	148,229
TOTAL USES	$ 11,938,711	$ 10,355,058	$ 10,693,299	$ 9,389,006

AIRPORT FUND

The Airport is an enterprise fund operation. The following is a summary of budgeted sources and uses of Airport funds.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Aviation:				
Fuel Fees	$ 254,587	$ 266,000	$ 285,000	$ 249,000
Leased Sites	665,500	713,869	713,869	715,078
Car Rental Fees	48,849	48,000	80,000	70,000
Miscellaneous	30,572	50,000	5,000	5,000
Non-Aviation:				
Leased Sites	310,279	349,569	336,501	432,356
City Rentals	161,850	265,866	246,127	261,487
Miscellaneous	3,725	500	166	200
Other Transfers/Sources	266,466	422,850	571,779	1,359,400
Interest Earnings	6,469	8,000	8,000	8,000
Donations	-	-	-	-
Subtotal	1,748,297	2,124,654	2,246,442	3,100,521
Fund Balance Carryover	38,829	389,359	-83,197	-153,999
TOTAL SOURCES	$ 1,787,126	$ 2,514,013	$ 2,163,245	$ 2,946,522
Personal Services	$ 974,579	$ 1,084,406	$ 1,037,536	$ 1,155,543
Other Expenditures	559,984	583,736	573,681	730,260
Capital Outlay	92,079	685,552	613,694	392,000
Debt Service	-	-	-	-
Transfer to Other Funds	243,681	92,333	92,333	-
Subtotal	1,870,323	2,446,027	2,317,244	2,277,803
Unrestricted Reserves	-83,197	67,986	-153,999	668,719
TOTAL USES	$ 1,787,126	$ 2,514,013	$ 2,163,245	$ 2,946,522

CENTRAL SERVICES FUND

The Central Services Fund accounts for the costs of operating the centralized services (Information Technology, Fleet Maintenance, and Facilities Maintenance) of the City. Costs are billed to City departments based upon costs to provide the service.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Information Technology	$ 3,714,156	$ 4,205,733	4,205,733	$ 4,269,327
Facilities Maintenance	6,051,804	7,091,000	7,091,000	6,850,415
Fleet Maintenance	2,517,554	2,700,000	2,700,000	2,808,000
Car Wash Facility				
LYNX Revenue	175,807	198,723	198,723	198,723
Interest Earnings	89,736	50,000	90,000	50,000
Miscellaneous	32,470			
Other Miscellaneous	216,186	-	-	-
Fund Balance Carryover	3,887,454	4,287,154	4,807,463	1,821,432
TOTAL SOURCES	$ 16,685,167	$ 18,532,610	$ 19,092,919	$ 15,997,897
Information Technology	$ 3,130,564	$ 4,328,079	4,067,998	$ 4,269,327
Fleet Maintenance	3,017,126	3,485,716	3,452,130	3,152,525
Facilities Maintenance	5,730,014	10,233,904	9,751,359	6,850,415
Unrestricted Reserves	4,807,463	484,911	1,821,432	1,725,630
TOTAL USES	$ 16,685,167	$ 18,532,610	$ 19,092,919	$ 15,997,897

LOCAL OPTION SALES TAX FUND

On June 5, 1990, a referendum was approved for an additional one-cent sales tax within Osceola County. Only major capital items can be funded from this source of revenue. Over the years, bonds have been issued to fund various projects such as Community Redevelopment improvements, a new Service Center, City Hall and Fire Stations as well as park land purchases and improvements.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Local Option Sales Tax	$ 11,627,895	$ 12,332,000	$ 10,944,000	$ 11,492,000
State Grant	-	-	-	-
Miscellaneous	-	-	-	-
Interest Earnings	680,280	100,000	520,566	100,000
Transfer from Other Funds	-	-	-	-
Fund Balance Carryover	19,775,495	18,050,407	12,751,051	1,871,247
TOTAL SOURCES	$ 32,083,670	$ 30,482,407	$ 24,215,617	$ 13,463,247
Sales Tax Projects by Department:				
City Manager	$ -	$ 47,185	$ 47,185	$ 8,000
Police	2,420,846	460,381	460,381	1,859,350
Fire	6,059,427	4,567,831	4,567,831	1,336,000
Public Works	1,140,614	4,189,203	4,196,233	-
Parks and Recreation	1,655,714	4,324,605	4,324,605	356,100
Information Technology	1,222,408	2,362,065	2,362,064	1,559,052
Transfers:				
Sales Tax Bonds	6,287,692	5,419,872	5,419,872	5,802,635
Capital Lease	545,918	966,199	966,199	950,732
Miscellaneous Funds	-	-	-	-
Unrestricted Reserves	12,751,051	8,145,066	1,871,247	1,591,378
TOTAL USES	$ 32,083,670	$ 30,482,407	$ 24,215,617	$ 13,463,247

MOBILITY FEE FUND

During fiscal year 2013, this fund was established to account for the proceeds of the newly implemented mobility fees. These fees were implemented in lieu of transportation impact fees; therefore, future projects that were previously planned for in the Transportation Impact Fund have been moved to the Mobility Fee Fund. These monies will be used to fund new road construction.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Mobility Fees	$ 1,587,943	$ 995,500	$ 1,236,500	$ 995,500
Other Transportation Charges	-	-	-	-
Interest Earnings	518,582	35,000	340,000	35,000
Fund Balance Carryover	13,838,759	9,753,949	15,509,035	15,148,246
TOTAL SOURCES	$ 15,945,284	$ 10,784,449	$ 17,085,535	$ 16,178,746
Road Improvements	$ -	$ 500,000	$ 1,500,000	$ -
Transfer to Other Funds	436,249	437,289	437,289	437,289
Restricted Reserves	15,509,035	9,847,160	15,148,246	15,741,457
TOTAL USES	$ 15,945,284	$ 10,784,449	$ 17,085,535	$ 16,178,746

PAVING ASSESSMENT FUND

This fund accounts for the collection of paving and sidewalk assessments. Collections are transferred to the Local Option Gas Tax Fund where the total cost of road and sidewalk improvements are budgeted and accounted for.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Assessments	$ 9,785	$ 10,000	$ 10,000	$ 10,000
Interest Earnings	239	-	-	-
Fund Balance Carryover	-	-	7,457	7,457
TOTAL SOURCES	$ 10,024	$ 10,000	$ 17,457	$ 17,457
Other Operating Costs	$ -	$ 5,000	$ 5,000	$ 5,000
Transfers to Other Funds	2,567	5,000	5,000	5,000
Unrestricted Reserves	7,457	-	7,457	7,457
TOTAL USES	$ 10,024	$ 10,000	$ 17,457	$ 17,457

LOCAL OPTION GAS TAX FUND

This fund was established to account for the proceeds of the Local Option Gas Tax which was authorized by the Osceola County Board of Commissioners and is distributed by Interlocal Agreement as follows:

City of Kissimmee	25.0%
City of St. Cloud	12.5%
Osceola County	62.5%

The City's intention is to utilize these funds to make improvements to City roadways and intersections. Summaries showing personnel and capital outlay for the divisions administered by the Public Works Department begin on the following page.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Local Option Gas Tax	$ 3,097,387	$ 3,531,000	3,100,000	$ 3,178,000
Interest Earnings	652,810	50,000	275,000	50,000
Miscellaneous Revenue	-	3,500	3,500	3,500
Transfer from Special Assessments	2,567	5,000	5,000	5,000
Transfer from Other Funds	571,000	-	-	-
Fund Balance Carryover	18,041,563	9,029,274	9,254,452	3,078,201
TOTAL SOURCES	$ 22,365,327	$ 12,618,774	$ 12,637,952	$ 6,314,701
Sidewalks	$ 804,605	913,616	913,616	921,177
Engineering	580,654	1,083,122	1,083,122	833,177
Traffic Engineering	47,514	1,504,835	1,504,835	38,500
Street Maintenance	-	-	-	-
Facilities Maintenance	-	-	-	-
Road Improvements	333,433	7,012,730	4,476,883	526,000
Transfers:				
Gas Tax Notes	944,669	950,144	950,144	847,507
Other Funds	10,400,000	631,151	631,151	-
Unrestricted Reserves	9,254,452	523,176	3,078,201	3,148,340
TOTAL USES	$ 22,365,327	$ 12,618,774	$ 12,637,952	$ 6,314,701

BUILDING FUND

Although administered as a division of Development Services, the Building Fund is a special revenue fund that accounts separately for various permits and plan checking fees as well as the expenses associated with building/fire inspections and permitting.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Building Permits	$ 4,256,789	$ 3,000,000	$ 4,000,000	$ 4,000,000
Electrical Permits	79,921	60,000	130,000	80,000
Plumbing Permits	73,721	60,000	105,000	80,000
Mechanical Permits	137,014	100,000	138,000	100,000
Impact Fee Allowance	164,014	110,000	110,000	30,000
Plan Checking Fees	-	-	-	-
Interest Earnings	96,686	25,000	32,000	25,000
Miscellaneous	127,313	94,200	94,200	94,200
Transfer from General Fund	30,000	30,000	30,000	30,000
Fund Balance Carryover	3,946,920	3,085,811	4,711,848	4,718,654
TOTAL SOURCES	$ 8,912,378	$ 6,565,011	$ 9,351,048	$ 9,157,854
Personal Services	$ 2,895,101	$ 3,401,904	$ 3,414,705	$ 3,489,517
Operating Costs	477,234	986,494	916,689	549,840
Capital Outlay	655,831	179,316	301,000	-
Transfer to Other Funds	172,364	-	-	-
Unrestricted Reserves	4,711,848	1,997,297	4,718,654	5,118,497
TOTAL USES	$ 8,912,378	$ 6,565,011	$ 9,351,048	$ 9,157,854

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Downtown Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries. Transfer to other funds includes programs or projects in accordance with pending 2025 Plan Update.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Intergovernmental Revenue	$ 2,332,933	$ 2,744,483	$ 2,744,483	$ 3,068,641
Interest Earnings	396,797	10,000	325,000	10,000
Miscellaneous Revenue	70,516	73,338	73,338	76,271
Transfer from General Fund	1,610,524	1,894,635	1,894,635	2,118,416
Fund Balance Carryover	7,420,399	8,872,271	9,625,406	4,122,825
TOTAL SOURCES	$ 11,831,169	$ 13,594,727	$ 14,662,862	$ 9,396,153
Professional Services	$ 503,479	$ 491,287	$ 544,000	$ 527,214
Other Operating Costs	72,349	114,553	83,141	88,838
General Fund Admin Cost	112,176	115,547	115,547	119,013
Capital Outlay	-	5,430,000	5,430,000	625,000
Aid to Private Organizations	203,401	1,358,000	1,348,020	1,650,000
Transfer to Other Funds	1,314,358	3,019,329	3,019,329	2,030,013
Unrestricted Reserves	9,625,406	3,066,011	4,122,825	4,356,075
TOTAL USES	$ 11,831,169	$ 13,594,727	$ 14,662,862	$ 9,396,153

VINE STREET COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Vine Street Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Intergovernmental Revenue	$ 1,574,406	$ 2,091,270	$ 2,091,270	$ 2,498,928
Interest Earnings	339,585	5,000	275,000	5,000
Miscellaneous	50,970	-	-	-
Transfer from General Fund	1,475,052	1,959,299	1,959,299	2,341,232
Fund Balance Carryover	6,415,131	7,102,349	7,453,340	3,784,308
TOTAL SOURCES	$ 9,855,144	$ 11,157,918	$ 11,778,909	$ 8,629,468
General Fund Admin Cost	$ 112,176	$ 181,253	$ 181,253	$ 184,719
Operating Costs	451,873	619,509	491,298	718,046
Capital Outlay	946,085	4,337,673	4,337,673	1,953,930
Aid to Private Organizations	43,262	2,136,000	2,136,000	2,516,907
Transfers To Other Funds	848,408	848,377	848,377	847,842
Unrestricted Reserves	7,453,340	$ 3,035,106	$ 3,784,308	$ 2,408,024
TOTAL USES	$ 9,855,144	$ 11,157,918	$ 11,778,909	$ 8,629,468

2026 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUND

In 2027, the City will be awarded a $953,411 Community Development Block Grant from the Department of Housing and Urban Development. The proceeds from this grant are to be used for housing and community development projects.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
State Grant	$ -	$ -	$ -	$ 953,411
TOTAL SOURCES	$ -	$ -	$ -	$ 953,411
Personal Services	$ -	$ -	$ -	$ 190,682
Professional Services	-	-	-	21,914
Operating Costs	-	-	-	740,815
Capital Outlay	-	-	-	-
TOTAL USES	$ -	$ -	$ -	$ 953,411

2026 STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) GRANT FUND

In 2027, the City will be awarded $609,218 by the Florida Housing Finance Corporation. These funds will be used to provide down payment assistance, foreclosure prevention, housing rehabilitation and rental security deposit assistance.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
State Grant	$ -	$ -	$ -	$ 609,218
TOTAL SOURCES	$ -	$ -	$ -	$ 609,218
Personal Services	$ -	$ -	$ -	$ 57,841
Professional Services	-	-	-	548,296
Operating Costs	-	-	-	3,081
TOTAL USES	$ -	$ -	$ -	$ 609,218

2026 HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT FUND

In 2027, the City will be awarded HOME funds in the amount of $342,947 from the Department of Housing and Urban Development (HUD) passed through Osceola County. These funds will be used to provide non-amortized, low interest loans to developers for the acquisition and/or new construction or rehabilitation of affordable rental housing to low-income families.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Federal Grant	$ -	$ -	$ -	$ 342,947
TOTAL SOURCES	$ -	$ -	$ -	$ 342,947
Personal Services	$ -	$ -	$ -	$ 25,826
Professional Services	-	-	-	2,342
Operating Costs	-	-	-	314,779
TOTAL USES	$ -	$ -	$ -	$ 342,947

2026 HOME-AMERICAN RESCUE PLAN (HOME) GRANT FUND

In 2027, the City will be awarded HOME-ARP funds in the amount of $27,828 from the Department of Housing and Urban Development (HUD) passed through Osceola County. This is a one-time grant in which the funds will be used to reduce homelessness, increase housing stability by providing housing in the form of non congregate shelter and services to specific qualifying populations.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Federal Grant	$ -	$ -	$ -	$ 27,828
TOTAL SOURCES	$ -	$ -	$ -	$ 27,828
Personal Services	$ -	$ -	$ -	$ 24,875
Professional Services	-	-	-	2,209
Operating Costs	-	-	-	744
TOTAL USES	$ -	$ -	$ -	$ 27,828

RECREATION IMPACT FUND

This fund was established to account for the impact fees collected for recreation improvements. Use of these funds is limited to the acquisition, development or capital improvement of neighborhood parks or recreation areas within the City.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Recreation Impact Fees	$ 877,833	$ 250,000	$ 1,871,000	$ 500,000
State Grant	-	-	-	-
Interest Earnings	146,465	5,000	90,000	5,000
Fund Balance Carryover	3,866,311	2,420,985	3,935,273	4,093,154
TOTAL SOURCES	$ 4,890,610	$ 2,675,985	$ 5,896,273	$ 4,598,154
Capital Outlay	$ 455,336	$ 980,380	$ 1,803,119	$ 750,000
Transfer to Other Funds	500,000	-	-	-
Restricted Reserves	3,935,273	1,695,605	4,093,154	3,848,154
TOTAL USES	$ 4,890,610	$ 2,675,985	$ 5,896,273	$ 4,598,154

POLICE IMPACT FEE FUND

This fund was established to account for the impact fees collected to fund the additional capital costs necessary to support additional police personnel due to new development growth including capital equipment and facilities.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Police Impact Fees	$ 243,311	$ 250,000	$ 575,000	$ 350,000
Interest Earnings	9,728	2,500	10,000	2,500
Fund Balance Carryover	20,325	317,825	317,825	902,825
TOTAL SOURCES	$ 273,364	$ 570,325	$ 902,825	$ 1,255,325
Capital Outlay	$ -	$ -	$ -	$ 363,000
Transfer to Other Funds	-	-	-	-
Restricted Reserves	273,364	570,325	902,825	892,325
TOTAL USES	$ 273,364	$ 570,325	$ 902,825	$ 1,255,325

FIRE IMPACT FEE FUND

This fund was established to account for the impact fees collected to fund the additional capital costs necessary to support additional fire personnel due to new development growth including capital equipment and facilities.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Fire Impact Fees	$ 300,016	$ 250,000	$ 625,000	$ 350,000
Interest Earnings	4,228	1,000	6,000	1,000
Fund Balance Carryover	20,566	341,566	324,810	955,810
TOTAL SOURCES	$ 324,810	$ 592,566	$ 955,810	$ 1,306,810
Capital Outlay	$ -	$ -	$ -	$ -
Transfer to Other Funds	-	-	-	-
Restricted Reserves	324,810	592,566	955,810	1,306,810
TOTAL USES	$ 324,810	$ 592,566	$ 955,810	$ 1,306,810

POLICE 2ND DOLLAR ASSESSMENT FUND

These funds flow to the City pursuant to ordinance No. 1287 enacted March 1985 and authorized by Florida Statutes 943.25 (13) which imposes a $2.00 court cost against every person convicted of a municipal or county ordinance violation where said offense occurred within the City of Kissimmee. These funds are earmarked for police education and training.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Police Education Fines	$ 21,174	$ 18,000	$ 18,000	$ 18,000
Fund Balance Carryover	57,509	21,946	21,946	7,241
TOTAL SOURCES	$ 78,683	$ 39,946	$ 39,946	$ 25,241
Operating Costs	$ 11,320	$ 32,705	$ 32,705	$ 18,000
Unrestricted Reserves	67,363	7,241	7,241	7,241
TOTAL USES	$ 78,683	$ 39,946	$ 39,946	$ 25,241

JUSTICE ASSISTANCE GRANT FUND

Beginning in 1997, the City began receiving grant funds through the United States Department of Justice. The name of this grant has subsequently been changed to the Edward Byrne Memorial Justice Assistance Grant (JAG). The City uses these funds to partially pay salaries and benefits for one Sergeant and two Police Officers.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Federal Grant	$ 42,574	$ 69,540	$ 69,540	$ 31,825
Transfer from General Fund	310,322	340,296	340,296	378,011
TOTAL SOURCES	$ 352,896	$ 409,836	$ 409,836	$ 409,836
Personal Services	$ 340,296	$ 340,296	$ 340,296	$ 409,836
Capital Outlay	-	34,000	34,000	-
Operating Costs	12,600	35,540	35,540	-
TOTAL USES	$ 352,896	$ 409,836	$ 409,836	$ 409,836

STATE LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds from property confiscated in police enforcement activities pursuant to Florida Statute 932.701. The funds may not be used for normal operating needs but are to be used to defray the cost of protracted or complex investigations, provide additional technical equipment or expertise, provide matching funds for federal grants or other such appropriate law enforcement purposes as approved by the City Commission.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Forfeiture Proceeds	$ 127,555	$ -	$ -	$ -
Interest Earnings	9,870	1,500	1,500	1,500
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	447,713	181,752	510,956	487,656
TOTAL SOURCES	$ 585,138	$ 183,252	$ 512,456	$ 489,156
Operating Costs	$ 74,182	$ 74,799	$ 24,800	$ 24,800
Unrestricted Reserves	510,956	108,453	487,656	464,356
TOTAL USES	$ 585,138	$ 183,252	$ 512,456	$ 489,156

FEDERAL LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations or municipal seizures of property where the underlying offense is a violation of federal law. These funds may not be used for normal law enforcement operating needs but are to be used for law enforcement activities associated with seizures/forfeitures, specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Forfeiture Proceeds	$ 66,167	$ -	$ -	$ -
Interest Earnings	9,245	500	-	500
Fund Balance Carryover	62,741	300,566	138,153	138,153
TOTAL SOURCES	$ 138,153	$ 301,066	$ 138,153	$ 138,653
Operating Costs	$ -	$ -	$ -	$ -
Unrestricted Reserves	138,153	301,066	138,153	138,653
TOTAL USES	$ 138,153	$ 301,066	$ 138,153	$ 138,653

SCHOOL CROSSING GUARD TRUST FUND

This fund was established to account for the proceeds from the surcharge imposed on parking fines. Pursuant to Florida Statute 318.21, this surcharge must be used solely for the purpose of funding a school crossing guard program.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Fines	$ 18,989	$ 3,600	$ 3,600	$ 3,600
Interest Earnings	204	50	-	50
Fund Balance Carryover	34,256	-	34,256	-
TOTAL SOURCES	$ 53,449	$ 3,650	$ 37,856	$ 3,650
Operating Costs	$ -	$ -	$ -	$ -
Transfer to Other Funds	9,899	3,650	37,856	3,650
Unrestricted Reserves	43,550	-	-	-
TOTAL USES	$ 53,449	$ 3,650	$ 37,856	$ 3,650

TREASURY FORFEITURE FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations where the underlying offense is a violation of federal law. More specifically, the proceeds received represent seized or forfeited properties that are the result of IRS investigations. These funds may not be used for normal law enforcement operating needs but are to be used only for law enforcement purposes and activities associated with enhancing future seizures or forfeitures, providing specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Forfeiture Proceeds	$ -	$ -	$ -	$ -
Interest Earnings	742	500	500	500
Transfer From Sales Tax	-	-	-	-
Fund Balance Carryover	315,604	316,104	316,346	316,846
TOTAL SOURCES	$ 316,346	$ 316,604	$ 316,846	$ 317,346
Operating Costs	$ -	$ -	$ -	$ -
Capital Outlay	-	-	-	-
Unrestricted Reserves	316,346	316,604	316,846	317,346
TOTAL USES	$ 316,346	$ 316,604	$ 316,846	$ 317,346

HAVEN ON VINE FUND

On November 3rd, 2024, the City Commission approved moving forward with the City operating the 83 units at the Haven on Vine Apartments. It is a vital initiative designed to address the diverse housing needs of the City of Kissimmee. The Haven on Vine aims to create a supportive and equitable community that supports the City's ongoing efforts to address homelessness and housing insecurity.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Rents	$ 647,812	$ 800,000	$ 800,000	$ 800,000
Other Misc. Revenue	2,955	2,300	2,300	2,300
Interest Earnings	8,576	-	5,000	1,000
Fund Balance Carryover	287,485	10,923	246,746	258,938
TOTAL SOURCES	$ 946,828	$ 813,223	$ 1,054,046	$ 1,062,238
Personnel Costs	$ 209,495	$ 235,685	$ 235,685	$ 229,441
Operating Costs	372,622	555,423	555,423	548,500
Capital Oultay	117,965	4,000	4,000	-
Transfers to Other Funds	-	-	-	-
Unrestricted Reserves	246,746	18,115	258,938	284,297
TOTAL USES	$ 946,828	$ 813,223	$ 1,054,046	$ 1,062,238

UTILITY TAX FUND

City Code Section 26-16 imposes the 8% utility tax on sales of electricity, water, metered or bottled gas, and telecommunication services within the City limits. In October 1995, the rate on telephone services was changed to 7% of intrastate tolls and recurring charges on cellular/mobile telephone or other telecommunication services. Monies are typically transferred to and used for General Fund purposes.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Utility Tax Revenue:				
Electric	$ 4,860,178	$ 4,948,083	$ 4,948,083	$ 4,948,083
Telephone	2,339,395	2,275,000	2,275,000	2,275,000
Water	668,937	625,000	625,000	625,000
Natural Gas	137,339	150,000	150,000	150,000
Propane Gas	169,307	185,000	185,000	185,000
Fund Balance Carryover	692,593	662,593	582,609	552,609
TOTAL SOURCES	$ 8,867,749	$ 8,845,676	$ 8,765,692	$ 8,735,692
Bad Debt Expense	$ -	$ 30,000	$ 30,000	$ 30,000
Transfer to General Fund	8,285,140	8,183,083	8,183,083	8,183,083
Unrestricted Reserves	582,609	632,593	552,609	522,609
TOTAL USES	$ 8,867,749	$ 8,845,676	$ 8,765,692	$ 8,735,692

LOCAL OPTION SALES TAX BONDS FUND

In December 2005, a $10,000,000 bank note was issued to fund the relocation of Fire Station 11 as well as various drainage and road improvement projects. An additional $9,500,000 bank note was issued in February 2009 to fund improvements at the lakefront. In FY 2010, the $10,000,000 bank note was refinanced to take advantage of interest savings. In FY 2011, the $9,500,000 bank note was converted to a fixed rate note. In FY 2011, an additional note for $8,000,000 was issued to provide further funding for the lakefront development project. Finally, in FY 2014, an additional note for $9,600,000 was issued to provide funding for certain roadway improvements and improvements to the lakefront park. For all issues, transfers are made from the Local Option Sales Tax Fund to cover the annual debt service payments. The maturity date for this bond is FY 2034.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Transfer from Local Option Sales Tax Fund	$ 2,165,023	$ 2,161,857	$ 2,161,857	$ 2,184,115
TOTAL SOURCES	$ 2,165,023	$ 2,161,857	$ 2,161,857	$ 2,184,115
Debt Service - Due 10/1	$ 1,895,000	$ 1,895,000	$ 1,895,000	$ 2,000,000
Debt Service - Current	270,023	270,023	270,023	184,115
TOTAL USES	$ 2,165,023	$ 2,165,023	$ 2,165,023	$ 2,184,115

LOCAL OPTION GAS TAX NOTES FUND

In December 2006, the City issued Revenue Notes of $9,000,000 to fund the construction of various road improvements throughout the City. In November 2010, the City issued additional Revenue Notes of $4,000,000 to fund further road improvements. In February 2016, the 2006 note was refunded with the Series 2016 Bonds. For all issues, transfers are made from the Local Option Gas Tax Fund to cover the annual debt service payments. The maturity date for this bond is FY 2045.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Transfer from Local Option Gas Tax Fund	$ 294,385	$ 294,385	$ 294,385	$ 300,666
TOTAL SOURCES	$ 294,385	$ 294,385	$ 294,385	$ 300,666
Debt Service - Due 10/1	$ 272,192	$ 272,192	$ 272,192	$ 285,333
Debt Service - Current	22,193	22,193	22,193	15,333
TOTAL USES	$ 294,385	$ 294,385	$ 294,385	$ 300,666

COMMUNITY REDEVELOPMENT NOTES FUND

In March 2004, the City issued a Redevelopment Trust Fund Revenue Note of $6,000,000 to fund the construction of various improvements throughout the Community Redevelopment Agency's area of responsibility. In 2015, the 2004 Note was refunded by the Series 2015B Note. Transfers are made from the Community Redevelopment Fund to cover the annual debt service payments. The maturity date for this bond is FY 2030.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Transfer from Community Redevelopment Fund	$ 331,903	$ 331,903	$ 331,903	$ 385,886
TOTAL SOURCES	$ 331,903	$ 331,903	$ 331,903	$ 385,886
Debt Service - Due 10/1	$ 303,451	$ 303,451	$ 303,451	$ 365,443
Debt Service - Current	28,452	28,452	28,452	20,443
TOTAL USES	$ 331,903	$ 331,903	$ 331,903	$ 385,886

SERIES 2016 BONDS FUND

In February 2016, the City issued Revenue Bonds of $42,930,000 to fund the construction of various projects throughout the City and to refund the Series 2006 Note and the Charter School Note. Annual debt service payments are being paid for via a transfer from the funds listed below. The maturity date for this bond is FY 2045.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Transfer from Community Redevelopment Fund	$ 234,903	$ 235,463	$ 235,463	$ 276,315
Transfer from Local Option Gas Tax Fund	616,600	616,600	616,600	513,517
Transfer from Local Option Sales Tax Fund	1,006,729	1,009,129	1,009,129	1,184,209
Transfer from Mobility Fee Fund	436,249	437,289	437,289	-
Transfer from General Fund	-	-	-	-
Fund Balance Carryover	17,429	17,429	13,429	13,429
TOTAL SOURCES	$ 2,311,910	$ 2,315,910	$ 2,311,910	$ 1,987,470
Debt Service - Due 10/1	$ 1,576,740	$ 1,576,740	$ 1,576,740	$ 1,286,541
Debt Service - Current	721,741	721,741	721,741	686,841
Restricted Reserves	13,429	17,429	13,429	14,088
TOTAL USES	$ 2,311,910	$ 2,315,910	$ 2,311,910	$ 1,987,470

SERIES 2022 BONDS FUND

In May 2022, the City issued Revenue Refunding Bonds of $26,730,000 to fund the CRA Beaumont Infrastructure Project, Commercial Solid Waste equipment, and to refund the 2021 Line of Credit. Annual debt service payments are being paid for via a transfer from the funds listed below. The maturity date for this bond is FY 2051.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Transfer from Community Redevelopment Fund	$ 412,992	$ 412,992	$ 412,992	$ 412,992
Transfer from Local Option Gas Tax Fund	33,684	33,684	33,684	33,684
Transfer from Local Option Sales Tax Fund	370,524	736,364	736,364	949,524
Transfer from Solid Waste Fund	580,750	205,785	205,785	-
Proceeds from Notes	-	-	-	-
Fund Balance Carryover	2,689,130	-	2,689,130	2,689,130
TOTAL SOURCES	$ 4,087,080	$ 1,388,825	$ 4,077,955	$ 4,085,330
Debt Service - Due 10/1	$ 926,475	$ 1,388,825	$ 1,388,825	$ 1,396,200
Debt Service - Current	471,475	-	-	-
Other Debt Svc Costs	-	-	-	-
Other Financing Uses	-	-	-	-
Restricted Reserves	2,689,130	-	2,689,130	2,689,130
TOTAL USES	$ 4,087,080	$ 1,388,825	$ 4,077,955	$ 4,085,330

SERIES 2024 BONDS FUND

In October 2024, the City issued Revenue Refunding Bonds of $76,750,000 to fund the construction of various projects totaling $62,750,000 and $14,000,000 for various CRA projects. Annual debt service payments are being paid for via a transfer from the funds listed below. The maturity date for this bond is FY 2054.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Transfer from Community Redevelopment Fund	$ 848,408	$ 848,378	$ 848,378	$ 847,842
Transfer from Local Option Sales Tax Fund	2,748,582	2,811,050	2,811,050	3,006,050
TOTAL SOURCES	$ 3,596,990	$ 3,659,428	$ 3,659,428	$ 3,853,892
Debt Service - Due 10/1	$ 1,870,995	$ 1,897,214	$ 1,897,214	$ 2,094,446
Debt Service - Current	1,725,995	1,762,214	1,762,214	1,759,446
Restricted Reserves	-	-	-	-
TOTAL USES	$ 3,596,990	$ 3,659,428	$ 3,659,428	$ 3,853,892

LIABILITY/WORKERS COMPENSATION SELF INSURANCE FUND

This fund was established to account for all insurance costs of the City. The City maintains the balance considered necessary and funds certain safety program expenditures in addition to insurance premiums and claims. This fund also pays the General Fund for personnel costs allocated to this activity.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Cost Allocations:				
General Fund	$ 2,811,751	$ 3,301,298	$ 3,301,298	$ 3,478,875
Central Services	229,071	308,587	308,587	299,072
Airport	42,393	49,494	49,494	51,516
Stormwater Utility	224,594	246,112	246,112	229,531
Solid Waste	201,828	228,612	228,612	200,200
Local Option Gas Tax	56,043	53,660	53,660	54,204
Building	74,296	95,737	95,737	90,522
Community Development Block Grant	1,572		1,643	1,846
Other Funds	4,310	1,584	1,584	1,947
Interest Earnings	147,204	100,000	110,000	85,000
Recoveries	354,067	350,000	500,000	400,000
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	1,510,733	776,774	537,936	453,629
TOTAL SOURCES	$ 5,657,862	$ 5,511,858	$ 5,434,663	$ 5,346,342
Charges by Other Funds	$ 233,804	$ 247,878	$ 247,878	$ 252,860
Operating Cost	465,764	850,263	678,844	559,005
Capital Outlay	-	48,200	74,078	-
Workers Comp Premium				
Workers Comp Claims	845,512	750,000	750,000	750,000
General & Auto Premium	2,615,841	2,771,345	2,330,234	2,763,495
Liability Claims	959,005	800,000	900,000	985,000
Unestricted Reserves	537,936	44,172	453,629	35,982
TOTAL USES	$ 5,657,862	$ 5,511,858	$ 5,434,663	$ 5,346,342

HEALTH SELF INSURANCE FUND

This fund was established to account for all health insurance costs of the City. The City maintains the balance considered necessary and funds the administrative expenditures associated with the program as well as the claims.

ACCOUNT	ACTUAL FY 2025	ADJUSTED BUDGET FY 2026	ESTIMATE FY 2026	BUDGET FY 2027
Cost Allocations:				
General Fund	$ 8,739,751	10,785,425	10,785,425	11,779,198
Central Services	655,361	749,195	749,195	748,628
Airport	149,733	187,906	187,906	205,820
Stormwater Utility	478,898	524,747	524,747	541,183
Sanitation	469,424	532,826	532,826	588,879
Local Option Gas Tax	190,544	217,995	217,995	245,850
Building	436,735	511,528	511,528	570,961
Community Development Block Grant	42,362	41,842	41,842	54,629
Other Funds	111,726	45,513	59,811	36,499
Dependent Coverage	1,132,294	1,160,640	1,160,640	1,200,000
Interest Earnings				
Retiree/COBRA Contributions	251,194	242,722	242,722	264,000
Miscellaneous Revenue	32,345			
Transfer from General Fund				
Fund Balance Carryover	208,833	105,020	(701,328)	424,420
TOTAL SOURCES	$ 12,899,200	$ 15,105,359	$ 14,313,309	$ 16,660,067
Professional Services	$ 2,621,126	2,853,742	2,853,742	3,255,202
Other Operating Costs	255,325	334,997	335,147	299,475
Health Claims	10,724,077	11,883,000	10,700,000	13,071,300
Capital Outlay				
Unestricted Reserves	(701,328)	33,620	424,420	34,090
TOTAL USES	$ 12,899,200	$ 15,105,359	$ 14,313,309	$ 16,660,067

FIVE YEAR PERSONNEL RECAP

DEPARTMENT	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	CHANGE
Full-Time Positions:						
City Commission	5	5	5	5	5	-
City Attorney	5	5	5	5	5	-
City Manager	15	15	15	15	15	-
Economic Development	5	5	5	5	5	-
Finance	14	14	15	15	15	-
Development Services	19	19	19	19	19	-
Police	250	253	256	264	264	-
Fire	120	139	141	182	185	3
Public Works	40	40	42	44	45	1
Parks & Recreation	72	73	75	75	75	-
Human Resources	10	11	12	12	10	(2)
TOTAL GENERAL FUND	555	579	590	641	643	2
Stormwater Utility	36	35	36	38	35	(3)
Solid Waste	29	30	29	29	27	(2)
Airport	9	9	9	9	9	-
Central Services	42	45	48	48	44	(4)
Local Option Gas Tax	14	13	13	13	13	-
Building	22	26	29	30	29	(1)
Community Dev Block Grant	5	4	4	4	4	-
Justice Assistance Grant	3	3	3	3	3	-
TOTAL FULL-TIME	715	744	761	815	807	(8)
All Other Positions:						-
City Manager	-	1	0	0	0	-
Police :						-
Auxiliary Officer	5	5	5	5	5	-
Other	8	9	8	15	15	-
Fire	2	2	2	2	2	-
Public Works	1	1	1	1	0	(1)
Parks & Recreation	94	94	95	95	95	-
Human Resources	3	3	3	3	1	(2)
TOTAL GENERAL FUND	113	115	114	121	118	(3)
HOME/SHIP	-	-	-	-	-	-
Community Dev Block Grant	5	5	5	5	5	-
TOTAL ALL OTHER	118	120	119	126	123	(3)
TOTAL POSITIONS	833	864	880	941	930	(11)

ITEM 7.A
City Commission minutes from August 18, 2026 Meetings and August 25, 2026 Budget Workshop

Request

Approval of the August 18, 2026, regular and special meeting minutes and August 25, 2026, budget workshop minutes.

Explanation

Minutes of the commission meetings held on August 18, 2026 and August 25, 2026 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) CCM AUG 18 2026 (Special Meeting)
2. (S) CCM MIN AUG 18 2026
3. (S) CCM AUG 25 2026 (Budget Workshop)

MEETING MINUTES
SESSION OF THE SPECIAL MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 18, 2026, AT 5:00 PM

1. MEETING CALLED TO ORDER

Members Present: Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez

Staff Present: City Manager Mike Steigerwald, City Attorney Kalanit Oded, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

Vice Mayor Eady called the meeting to order at 5:00 p.m. City Clerk Crespo read the Rules and Order of Procedures for the Special Meeting into the record (Exhibit "A").

2. PRESENTATIONS

The Special Prosecutor, Mayanne Downs, appointed by Ninth Judicial Circuit Chief Judge Munyon, presented the Articles of Impeachment against Mayor Espinosa (Exhibit "B").

Defense Attorney for Mayor Espinosa, Migdalia Perez, Esq., presented a response to the Articles of Impeachment.

A brief discussion followed regarding the respective jurisdiction and authority of state law and city code. Additional comments were made concerning support for or opposition to the trial process, along with a brief review of the grant approval process.

Vice Mayor Eady called for a vote in accordance with the Rules of Procedure. Commissioner Martinez made a motion to accept the Articles of Impeachment as presented by the Special Prosecutor. Vice Mayor Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	NAY
Commissioner Martinez	AYE
Commissioner Ortiz	NAY
Commissioner Eady	AYE

The motion failed at 2 – 2 for lack of a majority.

3. ADJOURNMENT

Vice Mayor Eady made a motion to adjourn. Commissioner Martinez seconded the motion.

Motion carried 4 – 0.

There being no further business to come before the Commission, Vice Mayor Eady adjourned the meeting at 5:43 PM.

_____
MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

For purposes of this Special Meeting, the following Rules and Order of Procedure shall apply:

1. This Special Meeting is convened solely to hear the Articles of Impeachment presented by the Special Prosecutor which have now been publicly filed, and to allow the Commission to determine whether to accept the Articles of Impeachment.
2. The Vice Mayor shall serve as the Presiding Officer.
3. No public comments will be heard.
4. The Special Prosecutor shall be provided fifteen (15) minutes to present the Articles of Impeachment.
5. Following the Special Prosecutor's presentation, the defense shall be provided fifteen minutes (15) minutes to present its response to the Articles of Impeachment.
6. Following the presentations, the Vice Mayor shall call for a vote of the Commission to accept the Articles of Impeachment. A motion shall be made, followed by a second, and a roll call vote will be taken.
7. Following the Commission’s vote, the Vice Mayor shall adjourn the Special Meeting.
8. The Special Meeting has a firm end time of 5:50 p.m.

This concludes the Rules and Order of Procedure.

BEFORE THE CITY COMMISSION OF THE
CITY OF KISSIMMEE, FLORIDA

IN RE:

Sworn Ethics Complaint Against
Mayor Jackie Espinosa, Filed
March 17, 2026, Under Chapter 30,
Article II, Section 30-25, Code of
Ordinances of the City of Kissimmee. /

ARTICLES OF IMPEACHMENT AGAINST MAYOR JACKIE ESPINOSA

Special Prosecutor Mayanne Downs, appointed by order of Chief Judge Lisa T. Munyon dated April 27, 2026, having filed her Report and Recommended Disposition on July 23, 2026, finding probable cause on Counts 5, 6, and 7 of the Complaint, files these Articles of Impeachment against Mayor Jackie Espinosa under Section 30-25(3) of the Code of Ordinances of the City of Kissimmee. Under that section, these Articles constitute probable cause to prosecute, the Mayor has the right to counsel and to be present at all hearings, and the remaining commissioners shall preside over the trial.

I. General Allegations.

The following allegations are common to each Article and are incorporated by reference into each Article.

1. At all times material to these Articles, Jackie Espinosa (identified in certain City and corporate records as Eva Jacquelyn Espinosa) held the office of Mayor of the City of Kissimmee and was a city commissioner subject to

Chapter 30, Article II of the Code of Ordinances of the City of Kissimmee (the Code of Ethics).

2. The Mayor initiated and promoted the BOOST 2.0 small-business grant program (the Grant Program), funded with federal Coronavirus State and Local Fiscal Recovery Funds allocated to the City under the American Rescue Plan Act.

3. The Mayor participated in, and did not disqualify herself from voting on, each of the following actions of the City Commission: the December 17, 2024 reallocation of $1,000,000 to the Grant Program; the April 15, 2025 approval of the Grant Program framework; and the September 3, 2025 reallocation of $375,000 to the Grant Program pool.

4. The Grant Program contained no separate conflict-of-interest screening or process, and the Office of the City Attorney was not consulted on its application materials. Irrespective of whether the Grant Program contained specific conflict-of-interest provisions or policy, the City's Code of Ethics and Florida law applied.

5. Three Grant Program applications totaling $50,000 were submitted to the City and approved for businesses in which the Mayor and members of her family have direct or indirect ownership interests: (a) Adanse LLC, $20,000, Case 31059, the application for which identifies Eva Jacquelyn Espinosa as its 100% owner; (b) Kissimmee Diner Inc., $15,000, Case 31054, for which the Mayor's 2024 Form 1 identifies her as Vice President holding in excess

of 5% ownership therein; and (c) The Real Estate Gallery LLC, $15,000, Case 31081, owned indirectly by the Mayor, through a trust.

6. The Mayor did not disclose the nature and extent of her ownership interests in the businesses that received $50,000 from the Grant Program to the City Commission during official meetings, nor do the records of those meetings identify either disclosure of her interests or recusal in any of the votes described above.

7. Before the submission, approval, or receipt of the grants described in Paragraph 5, the Mayor did not request an opinion from the City Attorney about whether Chapter 30, Article II or Florida law permitted her to receive public funds while holding public office.

8. On December 5, 2025, the City Attorney issued a written advisory opinion that the Mayor's receipt of funds from the Grant Program was a prohibited conflict, citing Florida Commission on Ethics opinions CEO 12-14, CEO 90-76, and CEO 77-65, and Sections 112.313(3), 112.313(7)(a), and 112.3143(3)(a), Florida Statutes.

9. The Mayor received the December 5, 2025 opinion, and acknowledged receipt in a written email. At a meeting that followed, she was afforded the opportunity to present her interpretation of the facts and of the applicable provisions, and the opinion was not withdrawn.

10. The Mayor has not returned the funds or taken other corrective action.

II. Article I — Conflict of Interest (Section 30-23(a)).

Section 30-23(a) of the Code provides:

> No city commissioner or other official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have any financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties in the public interest or would tend to impair his independence of judgment or action in the performance of his official duties.

By the conduct described in Paragraphs 2 through 10, the Mayor engaged in business and transactions and held financial and personal interests, direct and indirect, incompatible with the proper discharge of her official duties in the public interest and tending to impair her independence of judgment and action in the performance of those duties. Her retention of the grant funds after receiving the City Attorney's December 5, 2025 advisory opinion continued that violation.

WHEREFORE, the Special Prosecutor charges the Mayor with violating Section 30-23(a) of the Code.

III. Article II — Failure to Disclose Interest in Legislation (Section 30-23(b)(5)a).

Section 30-23(b)(5)a of the Code provides:

> A city commissioner who has a financial or other private interest in any legislation shall disclose on the records of the city commission or other appropriate authority the nature and extent of such interest. This provision shall not apply if the commissioner disqualifies himself from voting.

By the conduct described in Paragraphs 3, 5, and 6, the Mayor had a financial and other private interest in legislation before the City Commission, did not disqualify herself from voting, and failed to disclose the nature and extent of that

interest on the records of the Commission or to any other appropriate authority, in violation of Section 30-23(b)(5)a, as to each of the following:

a. The December 17, 2024 reallocation of $1,000,000 to the Grant Program;

b. The April 15, 2025 approval of the Grant Program framework; and

c. The September 3, 2025 reallocation of $375,000 to the Grant Program pool.

WHEREFORE, the Special Prosecutor charges the Mayor with violating Section 30-23(b)(5)a of the Code as to each action specified in subparagraphs (a), (b), and (c).

IV. Article III — Failure to Be Guided by an Advisory Opinion (Section 30-24).

Section 30-24 of the Code provides, in pertinent part:

> When a city commissioner or other official or employee has doubt as to the applicability of a provision of this article to a particular situation, he shall apply to the official who has appointive authority over his particular position and in the case of the city manager or city commissioners, he shall apply to the city attorney or to the city commission in official meeting assembled for an advisory opinion and be guided by that opinion when given.

The Mayor violated Section 30-24 in two respects:

a. She failed to apply to the City Attorney or to the City Commission in official meeting assembled for an advisory opinion before the submission, approval, or receipt of the grants described in Paragraph 5; and

b. Having received the City Attorney's written advisory opinion of December 5, 2025, as described above, and having been afforded the opportunity to present her interpretation of the facts and of the applicable provisions, she failed to be guided by it and took no corrective action.

WHEREFORE, the Special Prosecutor charges the Mayor with violating Section 30-24 of the Code as to each respect specified in subparagraphs (a) and (b).

V. Relief Requested.

A violation of Chapter 30, Article II "may constitute a cause for suspension, removal from office or employment or other disciplinary action." Code § 30-26. The Special Prosecutor respectfully requests that the City Commission:

1. Set these Articles for trial before the remaining commissioners under Section 30-25(3) of the Code, upon notice to the Mayor and with the right to counsel and to be present at all hearings; and

2. Adopt a written order governing the trial, addressing the burden of proof, exchange of witness and exhibit lists, examination of witnesses, allocation of time, and written findings of fact as to each Article; and

3. Upon proof of the charges, impose suspension, removal from office, or other disciplinary action under Section 30-26 of the Code and under law.

VI. Verification.

This verification is made under Section 30-25(3) of the Code and Section 92.525(1)(c) and (2), Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Articles of Impeachment, that the facts stated in it are true, and that I institute these Articles in good faith.

DATED this 16th day of August, 2026.

Mayanne Downs
Florida Bar No. 754900
Primary E-Mail:
mayanne.downs@downsaaron.com
DownsAaron, PLLC
200 S. Orange Avenue, Suite 2250
Orlando, FL 32801
Telephone: 407-349-3949
Special Prosecutor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Articles of Impeachment Against Mayor Jackie Espinosa has been furnished by electronic mail this 16th day of August, 2026, to:

Tameara Crespo, City Clerk tameara.crespo@kissimmee.gov
Mayor Jackie Espinosa jackie.espinosa@kissimmee.gov
Vice Mayor Angela Eady angela.eady@kissimmee.gov
Mayor Pro Tem Carlos Alvarez III carlos.alvarez@kissimmee.gov
Commissioner Janette Martinez janette.martinez@kissimmee.gov
Commissioner Noel Ortiz noel.ortiz@kissimmee.gov
Kalanit Oded, City Attorney kalanit.oded@kissimmee.gov
Mike Steigerwald, City Manager mike.steigerwald@kissimmee.gov
The Honorable Lisa T. Munyon
Chief Judge, Ninth Judicial Circuit 99orange@ninthcircuit.org

/s/ Mayanne Downs
Special Prosecutor

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 18, 2026, AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Kalanit Oded, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

Mayor Espinosa called the meeting to order at 6:01 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing-in of Nine New Kissimmee Police Department Officers

Swearing-in of Nine New Kissimmee Police Department Officers.

Police Chief Broadway administered the Oath of Office to nine (9) new officers.

3.B Presentation of Retirement Watch to Accreditation & Public Education Manager John Rooney

Staff requests that John Rooney be presented with his retirement watch in recognition of his 20 years of dedicated service to the City of Kissimmee.

City Manager Steigerwald and Mayor Espinosa presented a retirement watch to John Rooney. Mr. Rooney shared remarks with the audience and expressed his gratitude for his time with the City and for the work accomplished.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing — Second and Final Reading — Proposed Ordinance # 26-08 — Amending the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Conservation (CONS): Hoagland Rd. Future Land Use Map Amendment — LUPA-25-0009

AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Approval of the second and final reading of proposed Ordinance # 26-08 for a Future Land Use Map Amendment to change the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Conservation (CONS) on approximately 157.31 acres of land on Parcel IDs: 30-25-29-00U0-0080-0000, 25-25-28-00U0-0110-0000 and 36-25-28-00U0-0010-0000.

City Clerk Crespo read Ordinance # 3141 by title. Senior Planner Ryan Altizer reviewed the land use map amendment attached to the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Alvarez moved to adopt Ordinance # 3141. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5 - 0.

4.B Public Hearing — Final Reading — Proposed Ordinance # 26-09 — Amending the Zoning Map designation from Short-Term Rental Planned Unit Development (SRPUD) and Mixed-Use Planned Unit Development (MUPUD) to Agricultural Conservation (AC): Hoagland Rd. Zoning Map Amendment — ZMA-25-0012

AN ORDINANCE AMENDING ORDINANCE NO. 3129 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Requesting approval of a Zoning Map Amendment to change the Zoning Map designation from Short-Term Rental Planned Unit Development (SRPUD) and Mixed-Use Planned Unit Development (MUPUD) to Agricultural Conservation (AC) on approximately 79.51 acres of land on Parcel IDs: 25-25-28-00U0-0110-0000 and 36-25-28-00U0-0010-0000.

City Clerk Crespo read Ordinance # 3142 by title. Senior Planner Altizer reviewed the item attached to the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Alvarez moved to adopt Ordinance # 3142. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5 - 0.

4.C Public Hearing — Second and Final Reading — Proposed Ordinance # 26-12 — Criteria for Commercial Vehicles in Residential Districts

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING CRITERIA FOR COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS, CHAPTER 42-67 ADDING HEAVY COMMERCIAL VEHICLES, CHAPTER 42-68 ADDING GROSS VEHICLE WEIGHT RATING, AND CHAPTER 42-69 ADDING GROSS VEHICLE WEIGHT RATING; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approve proposed changes to Chapters 42-67, 42-68, and 42-69 of the City Code of Ordinances regarding commercial vehicles in residential districts.

City Clerk Crespo read Ordinance # 3143 by title. Assistant Development Services Director Doug Etheredge reviewed the agenda item to increase the gross vehicle weight rating from 8,000 pounds to 10,000 pounds. Mayor Espinosa announced the Public Hearing, and a member of the audience spoke in opposition (Exhibit "A").

Commissioner Martinez moved to adopt Ordinance # 3143. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5 - 0.

4.D Public Hearing — Final Reading — Proposed Ordinance # 26-16 — Amending the Zoning Map designation from Multiple Family Medium Density Residential (RC-2) to Residential Planned Unit Development (RPUD): Fortune Rd. Zoning Map Amendment — PUD-26-0003

AN ORDINANCE AMENDING ORDINANCE NO. 3129 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Requesting approval of a Zoning Map Amendment to change the Zoning Map designation from Multiple Family Medium Density Residential (RC-2) to Residential Planned Unit Development (RPUD) on approximately 52.59 acres of land on Parcel ID: 19-25-30-00U0-0050-0000.

City Clerk Crespo read Ordinance # 3144 by title. Senior Planner Altizer reviewed the zoning map attached to the agenda and provided Commissioners with a handout (Exhibit "B"). Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez moved to adopt Ordinance # 3144. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5 - 0.

4.E Public Hearing — Second and Final Reading — Proposed Ordinance # 26-19 — Requesting the Repeal of the Pain Management Establishments and Pharmacies Ordinance

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 10, BUSINESSES AND BUSINESS REGULATIONS, ARTICLE VIII, PAIN MANAGEMENT ESTABLISHMENTS AND PHARMACIES, DIVISIONS 1 THROUGH 4, SECTIONS 10-406 THROUGH 10-407 AND PROVIDING AN EFFECTIVE DATE

Request approval for the Second and Final Reading of the Proposed Ordinance # 26-19, which repeals the ordinance relating to operational guidelines for Pain Management Establishments and Pharmacies.

City Clerk Crespo read Ordinance # 3145 by title. Captain Tilton from the Kissimmee Police Department reviewed the need to repeal the ordinance as it is now obsolete. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady moved to adopt Ordinance # 3145. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5 - 0.

5. PUBLIC HEARINGS

6. HEAR AUDIENCE *Anything requiring a vote will be heard at a later time.*

Mayor Espinosa opened the floor for public comment. Comment cards ("Exhibit C") were submitted, and residents provided their comments. Speakers discussed the outcome of the Articles of Impeachment Special Meeting, downtown art murals, and transparency.

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

Commissioner Martinez made a motion to approve the consent agenda in its entirety. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

7.A City Commission Minutes from the August 4, 2026, Meeting

Approval of the August 4, 2026, Commission Meeting Minutes.

7.B Ministerial Approval - Police Pension Board Appointment

Request the Commission's ministerial approval of the appointment of Ian Downing as the fifth member of the Police Pension Board of Trustees. Ian Downing's current term is set to expire on September 30, 2026.

7.C Space Use Permit for Aero Engineering Support Group, Inc.

Request approval of a Space Use Permit for Aero Engineering Support Group, Inc., for the storage of aircraft engine and airframe components (Contract # 20260271).

7.D Memorandum of Agreement Between the City of Kissimmee and Velocity FBO Network

Request approval of the Memorandum of Agreement between the City of Kissimmee and Velocity FBO Network for the development of a conceptual proposal to design, construct, and operate a U.S. Customs and Border Protection User Fee Facility at the Kissimmee Gateway Airport (Contract # 20260270).

7.E Space Use Permits with Jr. Davis Construction Company, Inc. for Storage of Construction Materials

Requesting approval of two (2) Space Use Permits (SUP) for Jr. Davis Construction Company, Inc. for the storage of temporary construction materials across two separate airport parcels (Contract # 20240310).

7.F Grant Acceptance and Authorizing Resolution for the FDEM Watershed Master Plan

Request approval to accept $211,690.93 in grant funding from the Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program (HMGP) for the Watershed Planning Program Project No. 4673-305-P42 (Contract # 20260275), approve the City's non-federal matching contribution of $70,563.65, amend the budget accordingly, and adopt a Resolution authorizing the City Manager or designee to execute the Subrecipient Agreement and related documents.

Resolution # 19-2026

7.G Disposal of City Assets

Request approval to dispose of the asset items detailed in the attached report.

7.H Drainage Easement Agreement for West Carroll Multifamily

Request approval of the drainage easement agreement, Contract # 20260267, with West Carroll Property Owner LLC for West Carroll Multifamily, and authorization for the Mayor and City Clerk to execute all required documents.

7.I Law Enforcement Off-Duty Management Scheduling and Billing Contract

Request approval for Contract # 20260276, which facilitates the Police Department's transition from its existing off-duty management program to Power Details.

7.J Federal Aviation Administration Grants Offer for New Air Traffic Control Tower

Approval to accept a Federal Aviation Administration (FAA) Contract Tower (FTC) and FAA Airport Infrastructure Grant (AIG) for the new Air Traffic Control Tower at Kissimmee Gateway Airport, Grant # ATCTConst.

8. DISCUSSION ITEMS

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided updates on upcoming events.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez thanked everyone for attending and affirmed that their voices had been heard. Mayor Espinosa expressed gratitude to her family and legal counsel for their support throughout the process and encouraged everyone to vote in tonight's election.

10. ADJOURNMENT Commissioner Martinez made a motion to adjourn. Commissioner Eady seconded the motion. Motion carried 5 - 0.

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 6:42 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: JULY 16

AGENDA ITEM #: PUBLIC COMMENT (2X) ✓

NON-AGENDA ITEM: (4-C)

NAME: [illegible]

ADDRESS: 1342 [illegible] CITY: KISSIMMEE STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION. ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

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

SDOC#: 2025/26-0149

DRC#: PUD-26-0003

Current FLU: MF-MDR
Requested FLU: N/A

PROJECT NAME: Fortune Road PUD

Current Zoning: RC-2
Requested Zoning: N/A

PROJECT LOCATION: 2220 Fortune Rd., Kissimmee, 34744

COMMENTS DUE DATE: 5.27.26

PID: 19-25-30-00U0-0050-0000

The District has a history of working closely with the County and two municipalities to alleviate school capacity issues created by expanded residential development. The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees. The School District staff has requested additional information regarding the number and type of units for this project. Additional information is needed to determine the impact of Fortune Road PUD on public school capacity. Please note that the number and type of units will determine the possible need for mitigation of the possible school site.

EXHIBIT "C"

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 8/18/26

AGENDA ITEM #: 8 Public Comment

NON-AGENDA ITEM: _____

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny CITY: Kiss STATE: FLA ZIP: 3474(

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 8-18-26

AGENDA ITEM #: Public Comment

NON-AGENDA ITEM: _____

NAME: Rubin Anderson

ADDRESS: 110 Lakeview Dr. CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 8/18/26

AGENDA ITEM #: public comment

NON-AGENDA ITEM: _____

NAME: Lillian Evans

ADDRESS: 1713 sunny CITY: Kiss STATE: FLA ZIP: 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: Aug 18

AGENDA ITEM #: public comment (2X)

NON-AGENDA ITEM: (4-C)

NAME: Jaudin Zuleta

ADDRESS: 1342 Stallion Ct CITY: Kissimmee STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
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MEETING MINUTES
SESSION OF THE BUDGET WORKSHOP
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 25, 2026 AT 5:30 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Kalanit Oded, Deputy City Manager Austin Blake, City Clerk Tameara Crespo, Assistant City Clerk Lucia Santa Cruz
Members Absent: Commissioner Carlos Alvarez III
Staff Absent: Deputy City Manager Desiree Matthews

Mayor Espinosa called the meeting to order at 5:30 PM.

2. INTRODUCTION AND HIGHLIGHTS

City Manager Steigerwald opened the meeting and presented a balanced budget with a recommended millage rate of 4.6253 for the eighteenth consecutive year and an approximate 1% decrease in the general fund. He reviewed the city's reserve status and noted no new positions are proposed for FY 2027. A 3% increase for all non-union staff is recommended.

3. BUDGET OVERVIEW

3.A FY27 Proposed Annual Budget

Finance Director Tavia Ritchie delivered a comprehensive overview of the Proposed FY 2027 Budget through a PowerPoint presentation (Exhibit "A"). Her presentation addressed several key areas including the biggest challenges facing local governments, today's needs, current millage highlights and property taxes, general fund overview, cost drivers, utility and enterprise funds, special revenue funds, capital investments, debt services, intergovernmental revenue, city pension funds, and a review of the reserves and recommendations. Reserves are expected to be at 31% at the end of FY 2027. City Manager Steigerwald reminded the commission that a policy was implemented years ago to maintain a minimum of 20% in reserves, and we have maintained that practice.

4. REVIEW OF DEPARTMENTS

City Manager Steigerwald provided a summary of each department as outlined on the agenda. The commissioners asked questions, discussed a 3% employee raise versus a one-time payout, and requested that staff perform an analysis. Compression issues were also discussed, along with the Hyatt Hotel project at the airport. Staff will request that the developer present at a future commission meeting to provide a progress update and explain the project delay.

5. GENERAL DISCUSSION

Non-Profit Funding: Business Development, Social Services, and Quality of Life

City Manager Steigerwald distributed funding initiative materials (Exhibit "B") and noted that about $55,000 remained unclaimed by three recipients. He also provided a handout (Exhibit "C"), outlining other expenditures such as nonprofit assistance, memberships, and events. Both items will return for future discussion. He offered to prepare a full report of all Commission-related budget items for review and possible reconsideration.

The Commission discussed inviting nonprofits to present their services to identify duplication. The City Manager requested direction on whether to reopen the funding process or redirect

support toward wrap-around services at the Haven on Vine. This will be revisited at a future meeting or workshop. The board also briefly discussed notifying grant recipients that they would be asked to complete surveys detailing how funds were used.

Travel and Training: Limitation on Out-of-State Travel

The City Manager reiterated that an out-of-state travel ban remains in place due to the budget freeze, with exceptions for critical trainings such as annual police requirements. He requested direction on whether commissioners should be exempt. The Commission discussed requiring any requests to come before the board for approval. Consensus was to keep the current policy unchanged and allow commission out of state travel.

Limited Hiring Freeze

City Manager Steigerwald reviewed the hiring freeze goals and noted that vacant positions remain frozen except for critical and front-line roles. He stated that Amendment 3, if passed, may require revisiting this approach. He also outlined ongoing reorganization efforts and will provide commissioners with a list of all vacant positions, noting that roughly half of the 51 vacancies are general fund positions subject to the freeze.

6. CONCLUSION

The Budget Hearing dates were confirmed: the First Hearing on September 9 and the Second Hearing on September 22. State law requires a four-fifths (super-majority) vote to approve the millage.

Motion by Commissioner Eady to adjourn. Second by Commissioner Martinez.
Motion carried 4 – 0.

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 6:59 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

FY2027 Proposed Budget

Biggest challenges facing governments

Government Finance Officers Association survey results:

- Funding/revenue pressures
- Technology/cybersecurity
- Federal/state uncertainty
- Staffing/retention
- Inflation/costs

$321M

Proposed FY 2027 Budget

PROPEL

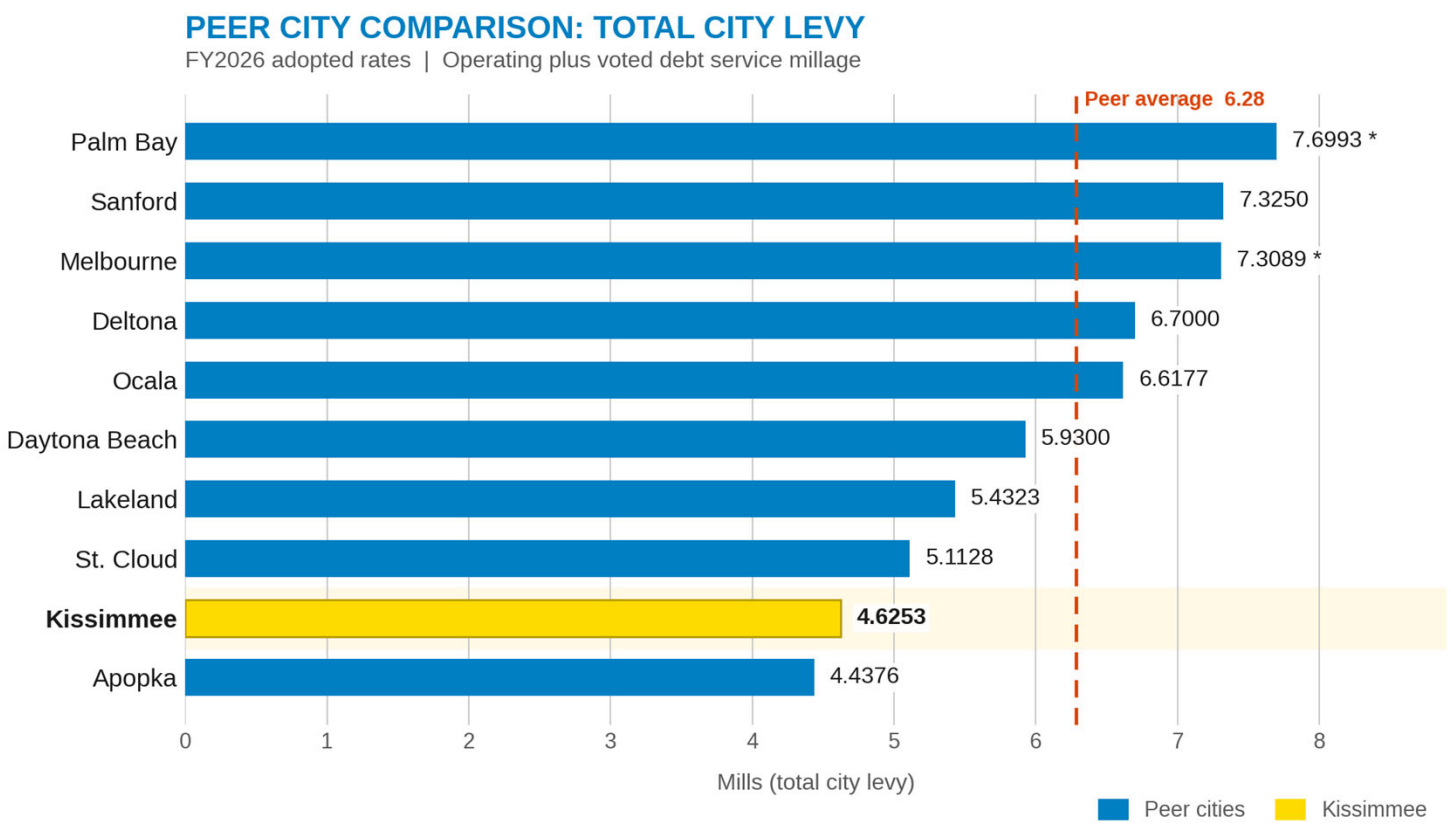
Today’s needs, tomorrow’s opportunities

PROPEL is more than the theme of this budget.
It represents our commitment to turn uncertainty into momentum and continue moving Kissimmee forward.

PROPEL reflects our focus on what moves the City forward.
Through thoughtful planning, responsible use of resources, and continued financial discipline, the City is preserving its ability to respond to changing economic conditions without losing sight of its long-term vision.

Total Proposed Budget of $321,922,102 includes $92,415,027 of reserves across all funds.

City of Kissimmee, Florida



* Total includes a separate voted debt service millage: Palm Bay 0.9993, Melbourne 0.2977.
Excludes county, school district, and water management district levies. Peer average excludes Kissimmee.
Sources: adopted FY2026 city budgets, council resolutions, and county property appraiser certified millage tables.

4.6253

CURRENT MILLAGE RATE

The City's rate remains among the lowest of its peer cities.

$33M

FROM PROPERTY TAXES IN FY27

Current property taxes bring in $33M, which doesn't cover the budgets of either the Fire or Police departments.

Millage Highlights

YEAR	NEW TAXABLE VALUE
2027	255,178,293
2026	355,132,128
2025	184,052,728
2024	108,407,081
2023	110,841,790
2022	150,157,887

Recommended Operating millage 4.6253

Rollback 4.5144, roughly $800K less

$255,178,293 in new taxable value

$541,892,612 in reassessments and new taxable value

Certified value of $7,579,836,442

General Fund Overview

$116.4M

REVENUE FOR FY27

+4.9% from FY26

$121.5M

PROJECTED EXPENDITURES

~61% of total expenditures are personnel cost.

$5.1M

RELIANCE ON FUND BALANCE FOR FY27

Balancing FY27 requires drawing down savings, which is not a sustainable approach

Growth and revenue are not keeping pace

Capital requests have been reduced to zero for year one, and no additional requests are planned in the five-year budget. Closing the remaining gap will require real choices on what the City is required to provide and what the City chooses to provide.

FY 27 Cost drivers

Personnel Cost

61% of General Fund budget is personnel related. Ongoing competition from surrounding governments, especially with professional-level and public safety positions, has created circumstances where salaries to recruit and retain police officers and firefighters have outpaced our revenue growth. Public safety salaries have averaged a 9% increase over the last three fiscal years.

Pension

+15% higher than 2025 Actuarially Determined Contribution (ADC) across all three plans. If investment returns underperform the assumed rate, the unfunded liability grows and the City must cover this non-negotiable cost.

Healthcare

+12% projected cost increase in 2027. Rising healthcare costs are a national trend. Locally, the City's share is expected to reach almost $20,000 per employee for healthcare. The City's role in funding employee healthcare is largely set by its collective bargaining agreements.

Utility and Enterprise Funds

Stormwater

Projected to generate approximately $8.1 million in FY27 revenue at the current $11.39 per month, per ERU rate. No new positions planned.

Solid Waste

Projected to generate approximately $8.25 million in FY27 revenue at the current $25.03 per month, per residence rate. The fund is using reserves to balance due to budgeted truck purchases. No new positions planned.

Airport

Projected to generate approximately $3.1 million in FY27 revenue supported by landing fees and grant matches. No new positions are planned.

Special Revenue Funds Support Specific Priorities

LOCAL OPTION GAS TAX

Restricted to transportation-related maintenance and construction.

LOCAL OPTION SALES TAX

Supports infrastructure and capital priorities identified in the interlocal agreement.

BUILDING FUND

Supports building safety operations through fee revenue from permitting and inspections.

COMMUNITY REDEVELOPMENT

Restricted to reinvestment inside the designated redevelopment districts.

Dedicated funds are restricted to their intended purposes

Each dedicated fund addresses a specific task or need within the community. These funds are restricted by law or interlocal agreements and cannot be used to fill any General Fund gaps.

Other Major Funds

Central Services Fund

Projected to receive approximately $14.1 million in FY27 transfers. No new positions planned.

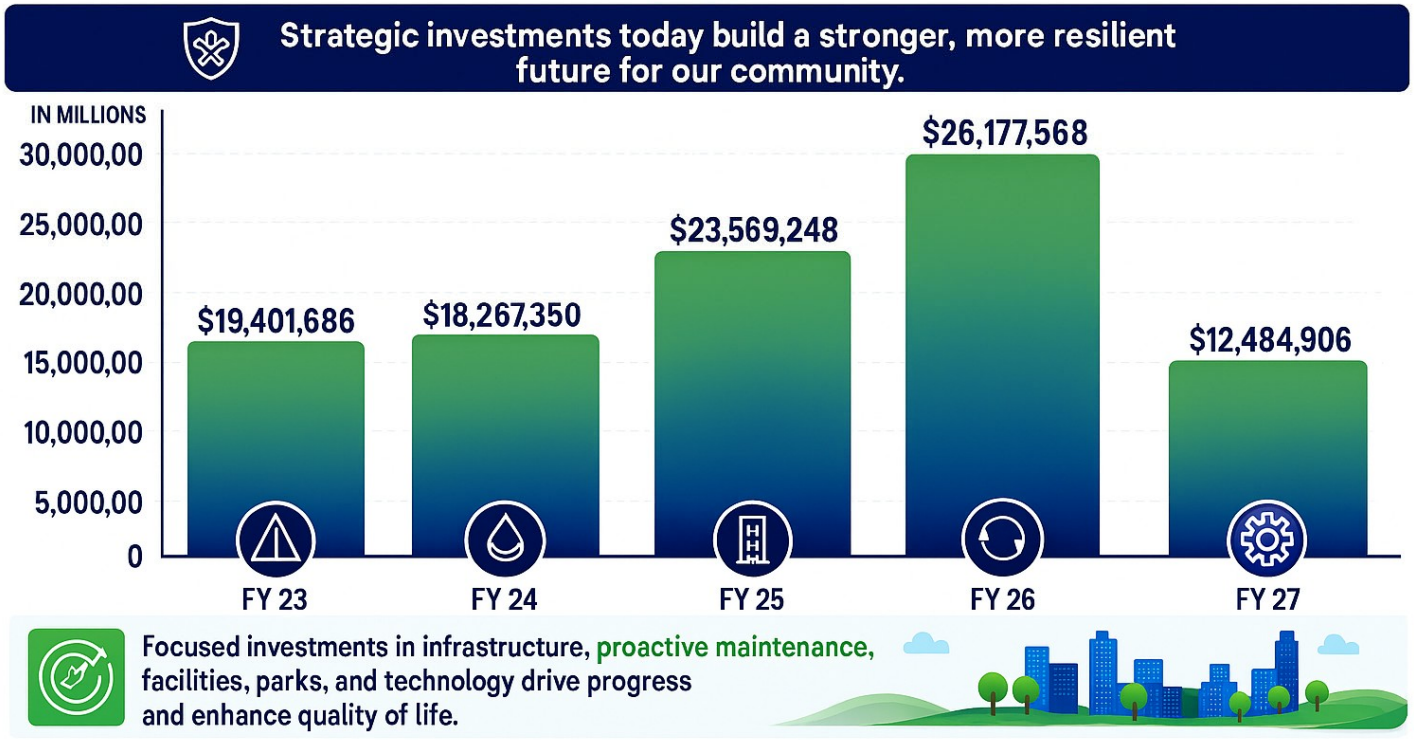
Mobility Fee

Projected to generate approximately $1 million in FY27 revenue to be available for roadway projects.

Impact Fees

Projected to generate approximately $1.25 million in FY27 revenue to be available for capital improvements that expand services.

CAPITAL INVESTMENT



$20M

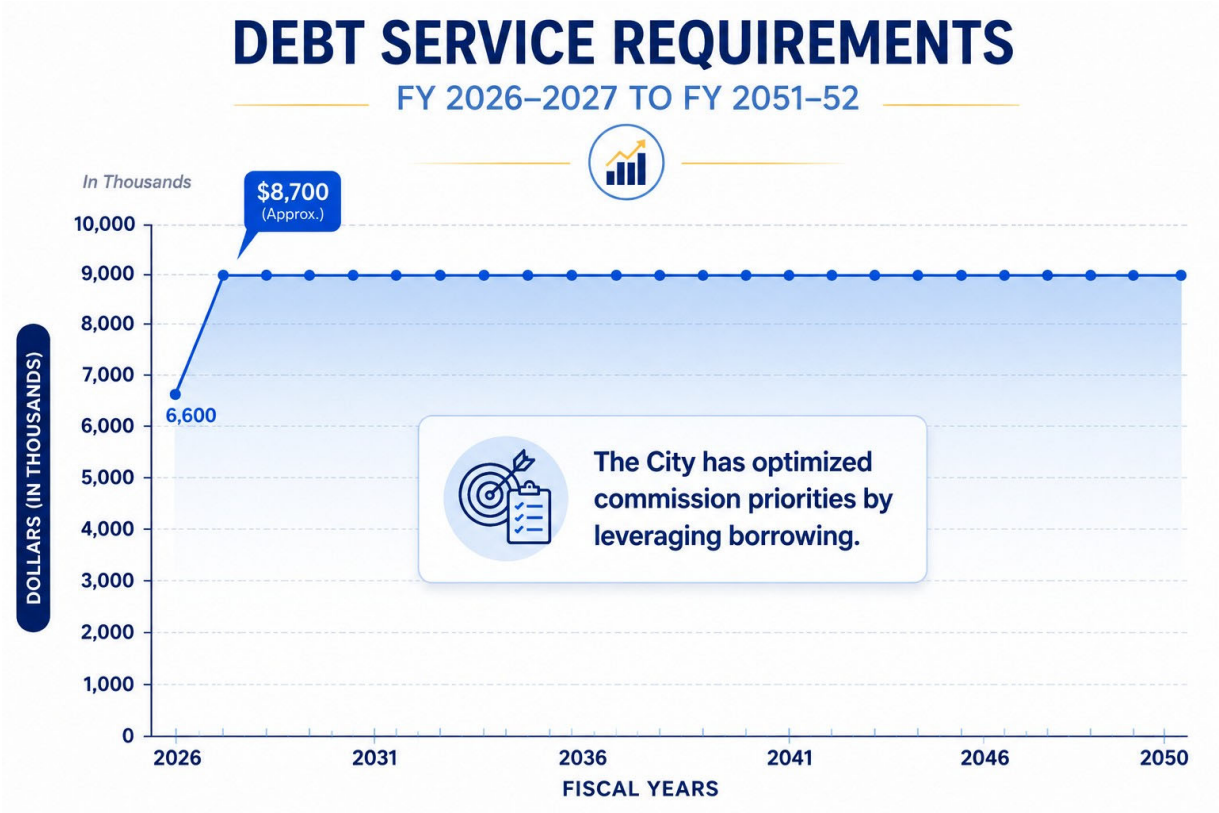
Average Capital Investment Amount

This does not include capital funded by debt service and leases.

$12M

In Capital Projects for FY27

Unlike in prior years, there are no capital expenditures appropriated in the general fund.

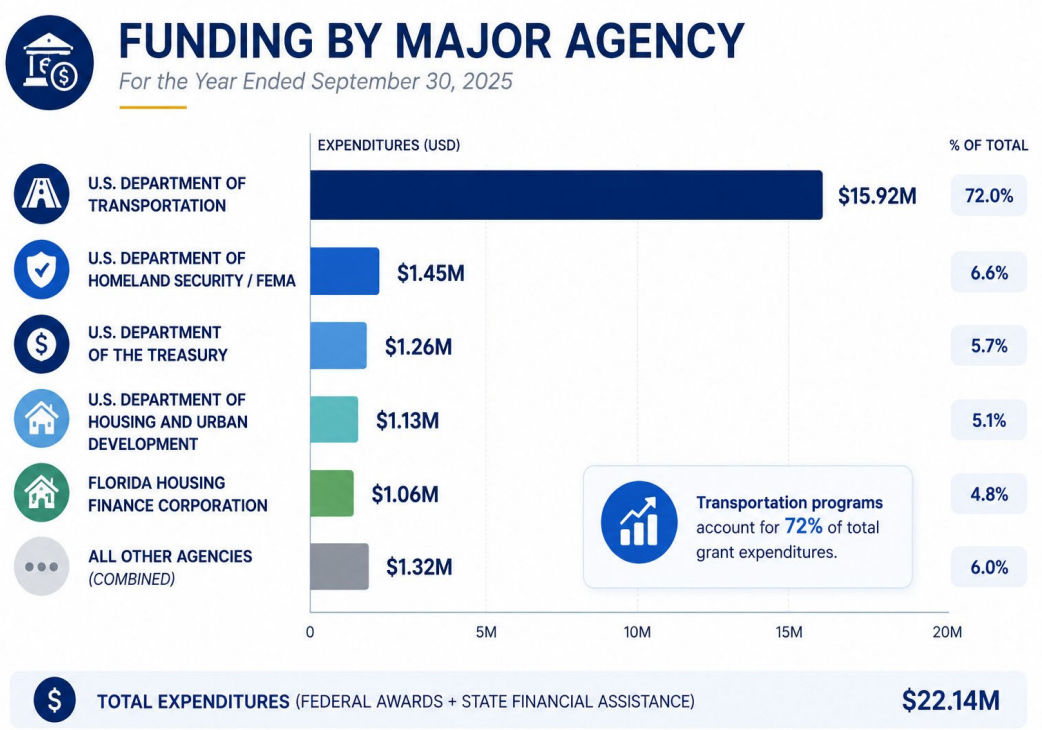


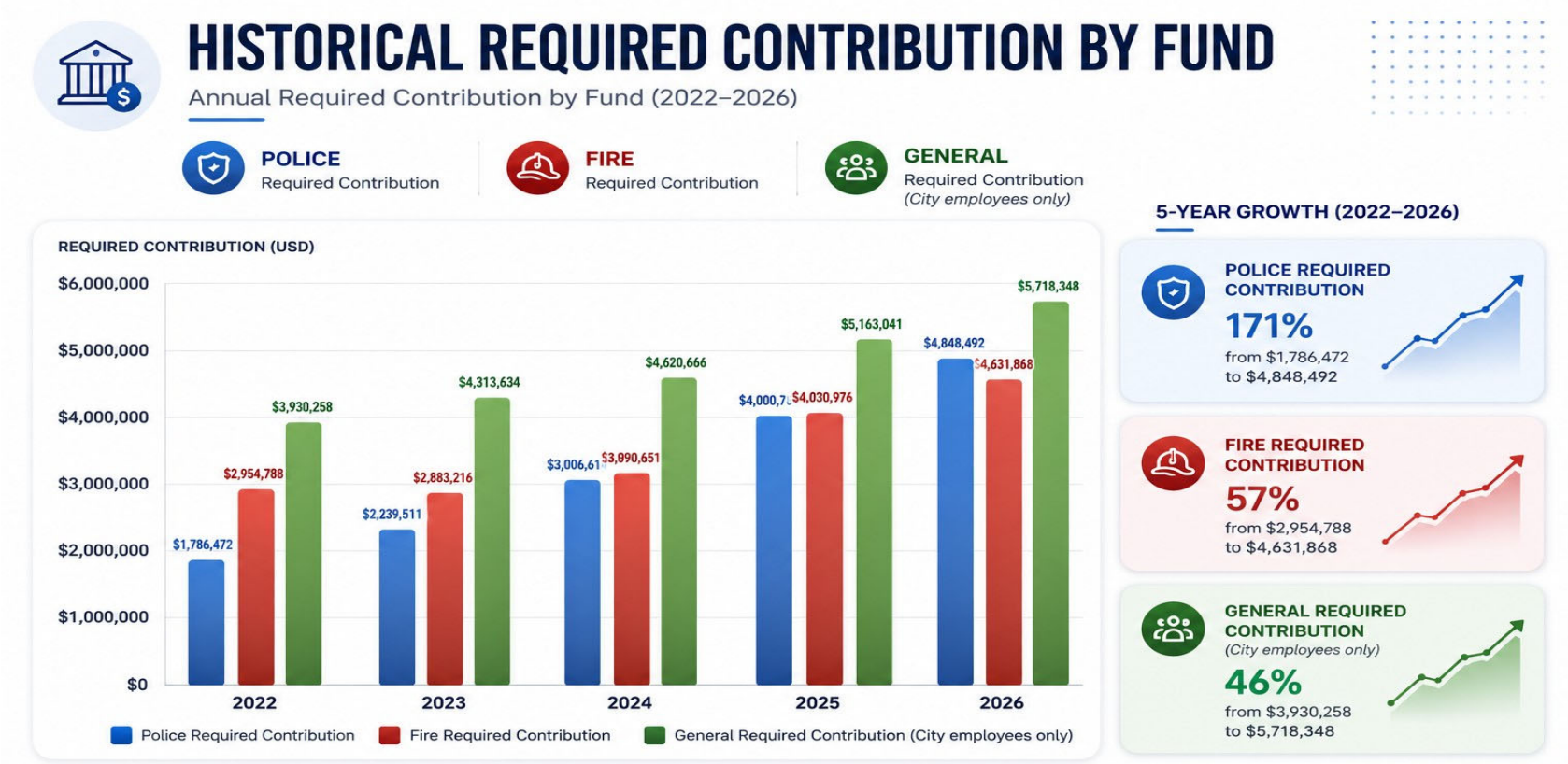
AA+
current bond with a stable outlook from Fitch

$8.7M
legally required to pay each year in debt service

Maximizing Intergovernmental Revenue

Kissimmee brings in reasonable revenue for its size, and we are already acting to counteract some cost pressures that are hitting cities statewide.





Overall funded ratio between all three pension plans is 84%

GFOA recommends a minimum of 17% reserves.

Reserves are projected to be 31% at the end of FY 27.

The reserves available to absorb a bad year are shrinking, a trend that needs to change. The decisions ahead are about staying disciplined on what we can still control.

EXHIBIT "B"

Safe Haven Connect - Sub-recipient Funding FY 2025-26 (APPROVED)

AGENCY	PROGRAM DESCRIPTION	City Funds/ARF
Osceola Council on Aging	Meals on Wheels: Food purchases for emergency meal and food distribution programs. Congregate meals; home delivered meals; food bank/pantry.	**$40,000.00**
Osceola Mental Health/ Park Place Behavioral Health Care	Residence Level IV Adult Substance Abuse Services - 2-3 beds Transitional living program for adults who are indigent, homeless and have a substance use disorder with or without a co-occurring mental illness.	**$40,000.00**
Aspire Health Partners, Inc.- HOME (Helping Others Make the Effort)	Bridge Housing for homeless women and children; case manage and referrals for off-site homelessness prevention	**$35,000.00**
Help Now of Osceola, Inc.	Domestic Violence shelter operations, case management, communications hotline and facility maintenance	**$40,000.00**
Hope Partnership Inc. Program: Homeless Prevention and Diversion	Homeless prevention and diversion: move-in assistance, rental deposits, and costs to support family reunification	**$25,000.00**
Church and Community Assistance Program Program: CCAP Cares	Homelessness Services, prevention and intervention- Food, personal hygiene kits, emergency housing costs	**$15,000.00**
Osceola Community Health Svcs	Mobile Medical Unit- Homeless outreach to provide mental health, dental, and medical services through mobile and fixed sites	**Funding considerations through LP045**
Community Coordinated Care for Children, Inc. (4C)	Head Start Program- Assists low income familes with City funding provides match funding (20% non-federal share (NFS) match requirement will leverage $43,688 in funding).	**$10,000.00**
The Opportunity Center (Osceola ARC)	Adult Day Training : Provides training to developmentally disabled adults.	**$15,000.00**
City of Kissimmee-	City Homeless Services Funding: Funds will provide a leveraging opportunity to access regional funding for housing the chronically homeless.	**$50,208.00**
Mark E. Durbin Scholarship (GF)	Education Foundation Endowment (Funding Commitment)	**$5,000.00**
Early Learning Coalition (GF)	Literacy Program (Funding Commitment)	**$9,792.00**
Early Learning Coalition	Family Child Care Scholarships	**$15,000.00**
The Transition House, Inc.	Residential Supports	**$15,000.00**
Central Florida YMCA	Child Care Scholarships	**$10,000.00**
Haven on Vine Construction (GF)		**$75,000.00**
Totals		**$400,000.00**

Assistance to Non-profits:

Account	Line Item	Current 26-27 budget allocation
00122103-503434	Small Business Development Center	$30,000
00122103-503434	UCF Business Incubator	$150,000
00122103-503434	Prospera Initiatives	$20,000
00122103-503434	National Entrepreneur Center	$10,000
	TOTAL	**$210,000**

Keep in mind that funding for KMS is not included above, as it was not included in Econ Dev 26-27 budget. Per recent email discussion, DKCRA will absorb 100% of its funding.

Other memberships:

00122103-505455	Hispanic Chamber Metro Orlando (Trustee membership)	$10,000
00122103-505455	Puerto Rican Chamber of Commerce (Trustee membership)	$3,000
00122103-505455	Orlando Economic Partnership (membership)	$15,000
	TOTAL	**$28,000**

Other events in budget:

00122103-504041	Select USA Investment Summit	$3,200
00122103-505261	OEP – BBQ at the Park	$250
00122103-505261	PR Chamber – El Josco Awards table	$2,000
00122103-505261	African American Chamber – Eagle Awards gala	$800
00122103-505261	Quarterly Signature events (various)	$4,000
00122103-505261	Osceola Star Awards	$1,500
00122103-505261	Central FL Hotel Lodging Assoc annual event	$1,000
00122103-505261	Don Quijote Awards	$1,500
00122103-505261	Events (various)	$1,000
00122103-505261	Alianza Annual Gala	$3,000
00122103-505261	Puerto Rican Annual Summit (sponsor)	$3,000
	TOTAL	**$21,250**

ITEM 7.B
Acceptance of Urban and Community Forestry Inflation Reduction Act Grant

Request

Request approval to accept the Urban and Community Forestry - Inflation Reduction Act Grant (Grant # UCFIRA) in the amount of $50,000 and to authorize the City Manager to sign any documents related to the grant.

Explanation

The Florida Department of Agriculture and Consumer Services, Florida Forest Service (FFS), has awarded the City $50,000 through the Inflation Reduction Act to promote better urban forest management and the retention and expansion of community tree canopies throughout the State of Florida. The Commission approved the City's application for the grant on December 12, 2025.

The City will use the funds for a native tree planting initiative within public rights-of-way and public lands to expand canopy coverage, mitigate extreme heat, and improve equitable access to the many environmental, social, and economic benefits that urban trees provide. This project directly supports the objectives of the Florida Forest Service Urban and Community Forestry Inflation Reduction Act Grant program by increasing public tree canopy, improving urban forest management, and promoting climate resilience within the community.

The City was granted $50,000 with no City match and will plant 250+ native and Florida-friendly trees in five species within public rights-of-way and other publicly accessible spaces.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15000331-331700 15050203-504646	UCFIRA UCFIRA	Increase Increase	$50,000 $50,000	

Financial Summary:

Amend the budget accordingly.

Recommendation

Approval to accept the Urban and Community Forestry - Inflation Reduction Act Grant in the amount of $50,000 and authorize the City Manager to sign any documents related to the grant.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. (S) Urban Community Forestry Grant Agreement 34126
2. Kissimmee Award Letter

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WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

This Federal Financial Assistance Subrecipient Agreement (Agreement) made and entered into on 7/17/2026, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Recipient and the City of Kissimmee, the Subrecipient. The Subrecipient's Application package for federal financial assistance, dated, November 17, 2025 (Application) is incorporated by reference. The Subrecipient shall perform the Scope of Work contained in the Subrecipient's Application.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is $50,000.00. In no event shall the Recipient be liable for payment of any amount, which exceeds the total award amount.
   a. The Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.
   b. The balance of unobligated funds which have been advanced or paid must be refunded to the Recipient.
   c. Funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Recipient.

B. TERM

1. The agreement period of this Subrecipient agreement shall commence upon execution and, unless sooner terminated or canceled, shall end on the 31st day of August, 2027 (Term).

2. No-cost extensions require the prior written approval of the Recipient and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The Subrecipient shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The Subrecipient must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

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1. Statutory and National Policy Requirements

    a. All expenditures of federal financial assistance under the Agreement shall be in compliance with all applicable laws, rules, and regulations applicable to expenditures of federal funds.

    b. The Subrecipient shall implement applicable National Policy Requirements.

2. Deliverables

    a. The Subrecipient must provide quantifiable, measurable, and verifiable units of Deliverables which must be received and accepted in writing by the Recipient before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the Subrecipient Application.

    b. The Subrecipient shall perform all deliverables within the time frame established in this Agreement. Unless otherwise set forth in the Scope of Work, failure to meet the Deliverables of this Agreement shall result in a financial consequence up to 100% of the final payment request unless the failure to perform the deliverable is corrected or prohibited by the federal agency awarding the grant.

3. Financial Management

    a. The Subrecipient shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this Agreement.

    b. The Subrecipient shall comply with 2 CFR, Part 200, as currently in effect and as may be amended from time to time and adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

    a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the Subrecipient and terms of this Agreement.

    b. The Subrecipient shall submit the payment request packet to the Recipient’s Grant Manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the Subrecipient’s Application.

    c. All reimbursement requests must be submitted using the Recipient’s standard payment request packet and provide supporting documentation for each cost. An authorized Subrecipient representative shall sign the certifications on the payment request packet submitted.

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d. The payment request packet is downloadable from https://forms.fdacs.gov/02019.pdf.

e. A Subrecipient whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.

f. $50,000.00 for one year based on invoices submitted for expenses incurred during the quarterly periods ending March 31, June 30, September 30 and December 31 of each year. Each quarter, The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT'S performance progress report. Invoices must be received within 30 calendar days of the conclusion of each quarter. Bills will be in the form of an invoice by major categories and will include local funding information detailing staff salaries, benefits, indirect costs (at 10% of Total Direct Costs) and other approved expenses, if accrued.

g. Travel and per diem costs are not allowable under this contract.

5. Payment of Reimbursement Requests

a. Payment for allowable, necessary, and reasonable costs shall be made within thirty (30) days after acceptance by the Recipient. Payment request packets returned to the Subrecipient due to omissions or preparation errors will result in a payment delay.

b. Payment requests for a percentage of work completed on each task deliverable are allowed.

c. Payment is contingent upon the availability of funding from the federal agency and the Subrecipient's compliance with the terms and conditions of this Agreement.

d. The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder.

(1) The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder. Reimbursement request form with required backup documentation.
(2) Final Report – brief paragraph on letterhead or form FDACS-02018 summarizing what was accomplished with the grant funding.
(3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
(4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
(5) Certification of Acceptance executed by a Florida Forest Service official.
(6) An iTree Design report of the project is required to be submitted prior to the processing of the final reimbursement. This tool estimates the future reduction in storm water runoff and increase in water quality over the life of the planted trees. The report should include

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assessments for years 5, 15, and 25. iTree Design is an easy to use and free program that can be found at https://design.itreetools.org/.

e. Disallowance or adjustments due to audit findings may require the Subrecipient to return funds to the Recipient. The Subrecipient is solely responsible for reimbursing the Recipient for amounts incorrectly paid to the Subrecipient.

6. Program Income

a. “Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds”. 2 CFR 200.80

b. The Subrecipient must report to the Recipient any program income received or anticipated from the activities performed under this Agreement.

7. Revision of Budget Plan

a. The Budget Plan contained in the Subrecipient Application lists costs and budget categories to fund the Subrecipient’s performance of the Scope of Work, including the completion of Deliverables.

b. The Subrecipient is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

c. Prior approval, evidenced by contract amendment, is required for:

(1) Any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.

(2) Any equipment purchases not noted in the original Budget Plan and/or Scope of Work.

(3) Any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

a. The Subrecipient shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel, and delays in completion of the work.

9. Acknowledgements

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a. The Subrecipient shall have an acknowledgement of the USDA Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

   Minimum verbiage requirement is as follows: "This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."

b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

c. Audiovisual means a product containing visual imagery or sound or both.

d. The Subrecipient acknowledgement must contain a disclaimer which states: “Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service.”

e. Language shall read:

   The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services, or organizations imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

a. Equipment must be used in the project for which the federal funds are derived.

b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds $5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.

c. The Subrecipient must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

d. A physical inventory is required at least once every two years.

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e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the Recipient is required.

f. At the end of the award period, the Subrecipient is required to request from the Recipient disposal instructions and is required to notify the Recipient of the fair market value of the equipment and/or real property.

2. Insurance Coverage

a. The Subrecipient will carry sufficient insurance coverage to protect all assets required under the Agreement from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of the Recipient and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Subrecipient nor any individual employed under this Agreement shall have any proprietary interest in such property.

b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Recipient.

c. In the event it is determined as a matter of law that any such work is not a "work for hire," the Subrecipient shall immediately assign to the Recipient all copyrights subsisting therein for the consideration set forth in the Agreement and with no additional compensation.

d. The foregoing shall not apply to any preexisting software, or other work of authorship used by the Subrecipient to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by the Subrecipient pursuant to a previous Agreement with the Recipient or by a purchase by the Recipient under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the Subrecipient accounting system.

2. If the matching or cost share portion is not met, the Recipient may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.

3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

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4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the Application.

5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign-in/sign-out logs and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.

8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The Subrecipient will follow the same policies and procedures it uses for procurements from other funding sources.

2. The Subrecipient must have documented procurement procedures.

3. The Subrecipient must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The Subrecipient shall submit detailed quarterly reports using the format and content shown on the Recipient's performance progress report. The performance progress report is downloadable from https://forms.fdacs.gov/02018.pdf.

2. In the event the Agreement is terminated, the Subrecipient shall furnish a report detailing progress made under this Agreement through the date of termination within twenty (20) days of termination.

3. The Subrecipient shall cooperate in all on-site reviews from the Recipient, its authorized representatives, or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this Agreement to ensure compliance with project activities and statutes, regulations, and rules.

5. The Recipient will give 48 hours' notice of any on site review.

6. The Subrecipient shall make available all personnel involved in the performance of work on this Agreement.

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7. Failure to correct substandard performance within thirty (30) days after written notice from the Recipient shall result in suspension and/or termination of the Agreement.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

a. Upon reasonable notice, the Recipient shall have access to the Subrecipient's records during normal business hours.

b. The Subrecipient shall maintain all records pertinent to the activities to be funded under this Agreement for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the Agreement have been completely resolved.

2. Access to Public Records

a. The Subrecipient shall comply with all applicable requirements of Chapter 119, F.S.

b. To the extent that Subrecipient meets the definition of "Contractor" under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida's Public Records Law. Subrecipient must:

(1) Keep and maintain public records required by the Recipient to perform the service.

(2) Upon request from the Recipient's custodian of public records, provide the Recipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Recipient.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the Subrecipient does not transfer the records to the Recipient.

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

c. The Recipient shall have the right of unilateral cancellation for refusal by the Subrecipient to allow public access to all documents, papers, letters, or other

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material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

d. Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the Recipient shall provide thirty (30) calendar days written notice of default and shall provide the Subrecipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Recipient shall have all rights and remedies provided at law or in equity, including without limitation the following:

a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.

b. Disallow all or part of the cost of the services not in compliance.

c. Wholly or partly suspend or terminate this Agreement.

2. Termination

a. This Agreement may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. The Subrecipient shall be paid for all work satisfactorily performed prior to the date of termination provided the Subrecipient has otherwise complied with the terms of this Agreement, including the submission of all reports.

b. The Recipient may suspend or terminate this Agreement if the Subrecipient:

(1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

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(2) Fails to timely fulfill its obligations under the Agreement;

(3) Improperly or illegally uses funds provided under this Agreement; or

(4) Submits reports that are incorrect in any material respect.

K. CLOSE OUT

1. Notwithstanding the termination of this Agreement, the Subrecipient's obligations to the Recipient shall survive until all close out requirements are completed. Close out activities shall include but are not limited to completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to Recipient or its designee.

2. Post-close Out Adjustments

a. Any funds paid in excess of the amount to which the Subrecipient is entitled under the Agreement must be refunded to the Recipient within thirty (30) days after demand therefore by Recipient.

L. AUDIT REQUIREMENTS

1. Audit Provisions

a. If the Subrecipient is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.

b. If the Subrecipient is a commercial organization (for-profit), the organization will provide the Recipient with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.

c. Audit provisions are not required for a Subrecipient who is an individual.

d. In the event that the Subrecipient expends $1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.

e. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.

f. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

a. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Recipient.

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b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

a. If the Subrecipient has an audit conducted in relationship to any other federal regulation or statute, the Recipient may determine upon review if the audit reports meet the needs of the Recipient. If so, an additional audit will not be required.

b. An audit of the Subrecipient conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.

c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO), or Recipient to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

a. Audits shall be performed annually to meet this requirement.

5. Sanctions

a. If the Subrecipient is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

a. The Subrecipient shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR 200.512.

b. The Subrecipient shall prepare the financial statements in accordance with 2 CFR 200.510.

c. The Subrecipient shall promptly follow up and take corrective action on audit findings.

d. The Subrecipient will provide the auditor with access to records, personnel, documentation, and other information as needed by the auditor.

7. Audit Findings Follow-up

a. At the completion of the audit, the Subrecipient must prepare, in a document separate from the auditor’s findings a corrective action plan to address each audit finding included in the current year auditor’s reports.

b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

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c. If the Subrecipient does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

d. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

e. Failure of the Subrecipient to comply with the above requirement will constitute a violation of this Agreement and may result in the withholding of future payments.

8. Report Submission

a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

b. The Subrecipient must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the Subrecipient, its federal programs and the results of the audit.

c. A senior representative of the Subrecipient must sign a statement to be included as part of the data collection that the Subrecipient has complied with the audit requirements, the data was prepared in accordance with 2 CFR 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.

d. The Subrecipient shall also submit to the Recipient's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor, and the data collection form described in Appendix X to 2 CFR, Part 200.

e. The Subrecipient is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at https://www.fac.gov/.

f. The Subrecipient shall ensure that audit working papers are made available to the Recipient's Chief Financial Officer or Auditor General, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Recipient.

M. GENERAL CONDITIONS

1. Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement.

2. Indemnification. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold

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harmless the Recipient, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agent, employees, partners, or subcontractors, provided, however that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Recipient. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity, as set forth in Section 786.28, F.S., may otherwise apply.

3. Liability. The Recipient shall not assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Recipient or any third party.

4. The Subrecipient shall not discriminate on the basis of race, sex, religion, color, national origin, age, or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5. The Subrecipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

6. This Agreement is contingent upon the availability of funding from the federal agency. This Agreement may be terminated by Recipient if funding from the federal agency is reduced or terminated.

7. The Subrecipient represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this Agreement shall be verified by Subrecipient through the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

8. The Subrecipient shall comply with the Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as currently in effect and as may be amended from time to time. Failure to comply or if the Subrecipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.

9. The Subrecipient acknowledges it has completed the certification regarding lobbying.

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10. If prior written authorization for subcontracting is granted by the Recipient, any work or services subcontracted by the Subrecipient shall be specifically by written contract or Agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable Federal, State or County guidelines and regulations as currently in effect and as may be amended from time to time. Prior to execution by the Subrecipient of any subcontract hereunder, the Subrecipient must submit such subcontracts to the Recipient for its review and approval.

11. The Subrecipient will comply with section 20.055, F.S.

12. This Agreement may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.

13. In the event that two or more documents combine to form this Agreement, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the Recipient shall be controlling.

14. This Agreement shall be controlled by Florida law, without regard to any conflict of law provisions thereof with venue in Leon County, Florida.

15. Severability. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida or federal law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the applicable Florida or federal law shall substitute for that clause or requirement and be binding on all parties hereto.

16. Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.

17. Compliance. The Subrecipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in effect and as may be amended from time to time pertaining to the duties and obligations arising from this Agreement.

18. Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Article D (entitled “FINANCIAL AND PROGRAM MANAGEMENT”), Article I (entitled “RECORD RETENTION AND ACCESS”), Article K (entitled “CLOSE OUT”), and Article L (entitled “AUDIT REQUIREMENTS”) hereof will survive the termination of this Agreement.

19. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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20. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21. Administration of Agreement.

    The Grant Manager for the Recipient is Todd Little and is located at 3125 Conner Boulevard, Tallahassee, Florida 32399.

    The Grant Manager for the Subrecipient is Steve Lackey and is located at 101 Church Street, Kissimmee, Florida, 34741.

    Substitution of a Grant Manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other Grant Manager shall be informed in writing within seven (7) business days of the substitution.

22. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth above.

23. Entire Agreement. The instrument, including any attachments or exhibits, embodies the Entire Agreement of the parties for the use of the funds received under this Agreement. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

N. STATE FUNDS; REPORTING

1. Inspection and Reporting Requirements. Upon request, the Subrecipient shall comply with Section 216.1366(3), F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Subrecipient is a non-profit organization as defined in Section 215.97(2), F.S., then the Subrecipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Subrecipient, and (2) allocated under each payment by the Recipient to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and receipts of remuneration.

2. The Subrecipient is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Subrecipient is not required to complete and return the Total Compensation Paid to Non-Profit Personnel Using State Funds form (FDACS-01324) located at https://forms.fdacs.gov/01324.pdf in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice or reimbursement submission in accordance with Section D. If the non-profit Subrecipient maintains a website, the Subrecipient must post the information required by Section 216.1366(3), F.S., on its website.

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3. Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section J.

NOTE: Articles O and P do not apply to Individuals or Private Citizens.

O. EXECUTIVE COMPENSATION

1. The Subrecipient shall complete and return the Executive Compensation Attestation for Agreements Involving State Funds form (FDACS-01317) located at https://forms.fdacs.gov/01317.pdf no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.

2. In the event that the Subrecipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Subrecipient being named in statute as the required Subrecipient of a sole-source, public-private Agreement, then the Subrecipient shall provide an annual report to the Recipient due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Subrecipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Subrecipient's IRS Form 990.

3. The Subrecipient understands and agrees that it must provide Recipient of written notice detail any change in executive compensation in the intervening period between annual reports.

4. The Subrecipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Recipient may seek termination of this Agreement pursuant to Article 7 of this Agreement.

5. The final annual report shall be delivered to the Recipient as part of the close out process detailed in Article 8.

P. AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The Non-Coercion for Labor or Services Affidavit (FDACS-01364) located at https://forms.fdacs.gov/01364.pdf or a substantially similar affidavit must be completed and returned to the Recipient no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Recipient's Grant Manager and reference the contract number in the subject line.

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Federal resources awarded to the Subrecipient pursuant to this agreement are from USDA Forest Service, federal financial assistance funding opportunity under FAIN #23-DG-11083112-500 and Assistance Listing Number (ALN) (formerly known as Catalog of Federal Domestic Assistance Number) 10.727, Inflation Reduction Act Urban & Community Forestry.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	SUBRECIPIENT
Brittany B. Griffith for Joey B. Hicks	Steve Lackey
Signature	Signature
Director of Administration	Steve L. Lackey
Title	Title
7/17/2026	7/17/2026
Date	Date

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-500	2. Subrecipient FEIN:
3. Subrecipient Legal Name:	

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures

Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
1	1	Tree Planting	Purchase, Transport, and Plant 250-400 Trees Citywide throughout Kissimmee	$50,000	250+ Trees will be planted throughout the City of Kissimmee within public rights-of-way.

Describe in detail the activity or work to be conducted.

Urban Tree Canopy Enhancement Program

Deliverable 1: The City of Kissimmee will hire a contractor to plant approximately 250+ trees from resilient plant lists within public rights-of-way throughout the City of Kissimmee. Trees will be 15 gal. or larger and Florida grade #1 or better.

The City of Kissimmee will focus on the following corridors:

- West Carroll Street
- Dyer Boulevard
- Thacker Avenue
- Michigan Avenue
- Donegan Avenue
- Flora Boulevard

The proposed species that the City of Kissimmee will plant include:

- *Quercus virginiana* (Live Oak)
- *Magnolia grandiflora* (Southern Magnolia)
- *Taxodium distichum* (Bald Cypress)
- *Ilex cassine* (Dahoon Holly)
- *Acer rubrum' Red Maple*

These are the steps the contractor will follow for purchasing and planting the trees in the City of Kissimmee:

- Site Preparation: Evaluate the median's soil quality, drainage, and existing conditions to ensure it can support healthy tree growth. Clear the area of debris, compacted soil, or obstructions, and make any necessary amendments to improve soil fertility and drainage.
- Tree Selection and Placement: The Contractor will work with the City arborist to choose tree species that are wind-resistant, drought-tolerant, and suitable for urban environments. Working together, they will plan the layout to ensure proper spacing, avoiding interference with utilities, traffic sightlines, and existing infrastructure.
- Planting: Dig planting holes that are two to three times the width of the tree's root ball but not deeper than its height. Place the tree carefully into the hole, backfill with soil, and gently tamp down to eliminate air pockets. Ensure the tree is planted at the correct depth, with the root flare slightly above ground level.

- Initial Care and Stabilization: Provide adequate watering to establish the tree, particularly during the first few weeks. Install stakes if needed to stabilize the tree against wind or traffic-induced vibrations. Apply mulch around the base to retain moisture and regulate soil temperature, leaving space around the trunk to prevent rot.

After the trees are planted, the contractor will oversee their care during the 60-day grow-in period. This will involve conducting daily inspections and watering the trees at least twice a week, with additional watering as needed if rainfall is insufficient during this time. The grow-in phase is expected to be completed within two months, while the overall project timeline is six months.

Once the grow-in period is complete, the trees will be incorporated into the City's landscape maintenance plan. Detailed information regarding this ongoing care can be found in the 3-Year Tree Maintenance Plan included with this application.

Florida Department of Agriculture and Consumer Services
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BUDGET PLAN

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-500	**2. Subrecipient FEIN:** 596000348
3. Subrecipient Legal Name: City of Kissimmee	

Category	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Estimated Budget
Personnel	$0	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0	$0
Travel (if authorized)	$0	$0	$0	$0	$0
Equipment (if authorized	$0	$0	$0	$0	$0
Supplies	$0	$0	$0	$0	$0
Contractual (if authorized)	$0	$0	$0	$50,000	$50,000
Other Expenses	$0	$0	$0	$0	$0
Total Direct Charges	$0	$0	$0	$50,000	$50,000
Indirect Charges	$0	$0	$0	$0	$0
Total Amount	$0	$0	$0	$50,000	$50,000

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WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,’ in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____
PRINTED NAME/TITLE OF REPRESENTATIVE CONTRACT / PURCHASE ORDER NUMBER

_____
SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Steve Lackey Steve L. Lackey FDACS# 34126
PRINTED NAME/TITLE OF REPRESENTATIVE CONTRACT / PURCHASE ORDER NUMBER

Steve Lackey 7/17/2026
SIGNATURE OF REPRESENTATIVE / DATE

FDACS-01522 Rev. 01/21

FLORIDA FOREST SERVICE
(850) 681-5800

THE CONNER BUILDING
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER WILTON SIMPSON

April 20, 2026

Mr. Steve Lackey
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Dear Mr. Lackey:

Congratulations! It gives me great pleasure to inform you that the Florida Forest Service (FFS), a division of the Florida Department of Agriculture and Consumer Services (FDACS), has selected your proposal for a $50,000.00 grant award from the 2025 Urban and Community Forestry – Inflation Reduction Act Grant Program.

You will soon receive an email with a DocuSign version of the Federal Financial Assistance Subrecipient Agreement (Agreement). Upon receipt, please have the authorized individual **sign and return the agreement within 30 days** to the Florida Department of Agriculture and Consumer Services (FDACS). Please take note of the two forms attached to this agreement. These forms should be completed and returned with the signed contract.

Please **do not** spend any funds that may be claimed as grant reimbursement or match until both parties have executed the Agreement.

If you have any questions or concerns, please contact FFS Urban Forestry Coordinator Todd Little at (850) 681-5874 or Todd.Little@FDACS.gov.

Sincerely,

Richard Dolan, Director
Florida Forest Service

RD/tl

ITEM 7.C
Accept 2026 Urban and Community Forestry Hurricane Ian Recovery Grant

Request

Request approval to accept the 2026 Urban and Community Forestry Hurricane Ian Recovery Grant for $37,500 and authorize the City Manager to sign related documents (# UCFHRG26).

Explanation

The City of Kissimmee has been awarded the 2026 Urban and Community Forestry Hurricane Ian Recovery Grant through the Florida Department of Agriculture and Consumer Services, Florida Forest Service (FFS). The grant totals $37,500, with a City Match of $12,500, and will support the City's community tree canopy restoration efforts, enabling the planting of more than 100 new trees. The Parks and Recreation Department will restore and expand tree canopies at five high-use public locations (Denn John Park, Fortune Road Athletic Complex, Oak Street Park, City Hall, and Lancaster Ranch Park) to address storm-related canopy loss, reduce urban heat impacts, and improve comfort and safety in our parks. The Commission approved the application for this grant on February 17, 2026.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150203-505252		Decrease		$12,500
00150203-504646	UCFHRG26	Increase		$12,500
15000331-331700	UCFHRG26	Increase		$37,500
15050203-504646	UCFHRG26	Increase		$37,500

Financial Summary:

Matching funds will be transferred from Park Operations Operating account to the grant project as well as amend the budget for the Grant funds for a total project UCFHRG26 fund of $50,000.

Recommendation

Approval to accept the 2026 Urban and Community Forestry Hurricane Ian Recovery Grant for $37,500.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

City of Kissimmee

Attachment(s):

1. (S) UCF Hurricane Ian Recovery Grant Agreement 34277
2. Award Letter Hurricane Ian Gra

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WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

This Federal Financial Assistance Subrecipient Agreement (Agreement) made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Recipient, and the City of Kissimmee, the Subrecipient. The Subrecipient's Application package for federal financial assistance, dated, January 30, 2026, (Application) is incorporated by reference. The Subrecipient shall perform the Scope of Work contained in the Subrecipient's Application.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is $37,500.00. In no event shall the Recipient be liable for payment of any amount, which exceeds the total award amount.
   a. The Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.
   b. The balance of unobligated funds which have been advanced or paid must be refunded to the Recipient.
   c. Funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Recipient.

B. TERM

1. The agreement period of this Subrecipient agreement shall commence upon execution and, unless sooner terminated or canceled, shall end on the 30th day of September, 2027 (Term).

2. No-cost extensions require the prior written approval of the Recipient and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The Subrecipient shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The Subrecipient must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

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a. All expenditures of federal financial assistance under the Agreement shall be in compliance with all applicable laws, rules, and regulations applicable to expenditures of federal funds.

b. The Subrecipient shall implement applicable National Policy Requirements.

2. Deliverables

a. The Subrecipient must provide quantifiable, measurable, and verifiable units of Deliverables which must be received and accepted in writing by the Recipient before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the Subrecipient Application.

b. The Subrecipient shall perform all deliverables within the time frame established in this Agreement. Unless otherwise set forth in the Scope of Work, failure to meet the Deliverables of this Agreement shall result in a financial consequence up to 100% of the final payment request unless the failure to perform the deliverable is corrected or prohibited by the federal agency awarding the grant.

3. Financial Management

a. The Subrecipient shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this Agreement.

b. The Subrecipient shall comply with 2 CFR, Part 200, as currently in effect and as may be amended from time to time and adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the Subrecipient and terms of this Agreement.

b. The Subrecipient shall submit the payment request packet to the Recipient's Grant Manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the Subrecipient's Application.

c. All reimbursement requests must be submitted using the Recipient's standard payment request packet and provide supporting documentation for each cost. An authorized Subrecipient representative shall sign the certifications on the payment request packet submitted.

d. The payment request packet is downloadable from https://forms.fdacs.gov/02019.pdf.

e. A Subrecipient whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.

f. $37,500.00 for one year based on invoices submitted for expenses incurred during the quarterly periods ending March 31, June 30, September 30 and December 31 of each year. Each quarter, The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT'S performance progress report. Invoices must be received within 30 calendar days of the conclusion of each quarter. Bills will be in the form of an invoice by major categories and will include local funding information detailing staff salaries, benefits, indirect costs (at 10% of Total Direct Costs) and other approved expenses, if accrued.

g. Travel and per diem costs are not allowable under this contract.

5. Payment of Reimbursement Requests

a. Payment for allowable, necessary, and reasonable costs shall be made within thirty (30) days after acceptance by the Recipient. Payment request packets returned to the Subrecipient due to omissions or preparation errors will result in a payment delay.

b. Payment requests for a percentage of work completed on each task deliverable are allowed.

c. Payment is contingent upon the availability of funding from the federal agency and the Subrecipient's compliance with the terms and conditions of this Agreement.

d. The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder.

(1) The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder. Reimbursement request form with required backup documentation.
(2) Final Report – brief paragraph on letterhead or form FDACS-02018 summarizing what was accomplished with the grant funding.
(3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
(4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
(5) Certification of Acceptance executed by a Florida Forest Service official.
(6) An iTree Design report of the project is required to be submitted prior to the processing of the final reimbursement. This tool estimates the future reduction in storm water runoff and increase in water quality over the life of the planted trees. The report should include assessments for years 5, 15, and 25. iTree Design is an easy to use and free program that can be found at https://design.itreetools.org/.

e. Disallowance or adjustments due to audit findings may require the Subrecipient to return funds to the Recipient. The Subrecipient is solely responsible for reimbursing the Recipient for amounts incorrectly paid to the Subrecipient.

6. Program Income

a. “Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds”. 2 CFR 200.80

b. The Subrecipient must report to the Recipient any program income received or anticipated from the activities performed under this Agreement.

7. Revision of Budget Plan

a. The Budget Plan contained in the Subrecipient Application lists costs and budget categories to fund the Subrecipient’s performance of the Scope of Work, including the completion of Deliverables.

b. The Subrecipient is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

c. Prior approval, evidenced by contract amendment, is required for:

(1) Any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.

(2) Any equipment purchases not noted in the original Budget Plan and/or Scope of Work.

(3) Any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

a. The Subrecipient shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel, and delays in completion of the work.

9. Acknowledgements

a. The Subrecipient shall have an acknowledgement of the USDA Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

Minimum verbiage requirement is as follows: "This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."

b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

c. Audiovisual means a product containing visual imagery or sound or both.

d. The Subrecipient acknowledgement must contain a disclaimer which states: “Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service.”

e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services, or organizations imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

a. Equipment must be used in the project for which the federal funds are derived.

b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds $5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.

c. The Subrecipient must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

d. A physical inventory is required at least once every two years.

e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the Recipient is required.

f. At the end of the award period, the Subrecipient is required to request from the Recipient disposal instructions and is required to notify the Recipient of the fair market value of the equipment and/or real property.

2. Insurance Coverage

a. The Subrecipient will carry sufficient insurance coverage to protect all assets required under the Agreement from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers’ Compensation insurance.

3. Intellectual Property

a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of

the Recipient and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Subrecipient nor any individual employed under this Agreement shall have any proprietary interest in such property.

b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a “work for hire” as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Recipient.

c. In the event it is determined as a matter of law that any such work is not a “work for hire,” the Subrecipient shall immediately assign to the Recipient all copyrights subsisting therein for the consideration set forth in the Agreement and with no additional compensation.

d. The foregoing shall not apply to any preexisting software, or other work of authorship used by the Subrecipient to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by the Subrecipient pursuant to a previous Agreement with the Recipient or by a purchase by the Recipient under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the Subrecipient accounting system.

2. If the matching or cost share portion is not met, the Recipient may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.

3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the Application.

5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign-in/sign-out logs and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.

8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The Subrecipient will follow the same policies and procedures it uses for procurements from other funding sources.

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2. The Subrecipient must have documented procurement procedures.

3. The Subrecipient must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The Subrecipient shall submit detailed quarterly reports using the format and content shown on the Recipient's performance progress report. The performance progress report is downloadable from https://forms.fdacs.gov/02018.pdf.

2. In the event the Agreement is terminated, the Subrecipient shall furnish a report detailing progress made under this Agreement through the date of termination within twenty (20) days of termination.

3. The Subrecipient shall cooperate in all on-site reviews from the Recipient, its authorized representatives, or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this Agreement to ensure compliance with project activities and statutes, regulations, and rules.

5. The Recipient will give 48 hours' notice of any on site review.

6. The Subrecipient shall make available all personnel involved in the performance of work on this Agreement.

7. Failure to correct substandard performance within thirty (30) days after written notice from the Recipient shall result in suspension and/or termination of the Agreement.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

a. Upon reasonable notice, the Recipient shall have access to the Subrecipient's records during normal business hours.

b. The Subrecipient shall maintain all records pertinent to the activities to be funded under this Agreement for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the Agreement have been completely resolved.

2. Access to Public Records

a. The Subrecipient shall comply with all applicable requirements of Chapter 119, F.S.

b. To the extent that Subrecipient meets the definition of "Contractor" under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida's Public Records Law. Subrecipient must:

(1) Keep and maintain public records required by the Recipient to perform the service.

(2) Upon request from the Recipient's custodian of public records, provide the Recipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Recipient.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the Subrecipient does not transfer the records to the Recipient.

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

c. The Recipient shall have the right of unilateral cancellation for refusal by the Subrecipient to allow public access to all documents, papers, letters, or other material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

d. Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the Recipient shall provide thirty (30) calendar days written notice of default and shall provide the Subrecipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Recipient shall have all rights and remedies provided at law or in equity, including without limitation the following:

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a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.

b. Disallow all or part of the cost of the services not in compliance.

c. Wholly or partly suspend or terminate this Agreement.

2. Termination

a. This Agreement may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. The Subrecipient shall be paid for all work satisfactorily performed prior to the date of termination provided the Subrecipient has otherwise complied with the terms of this Agreement, including the submission of all reports.

b. The Recipient may suspend or terminate this Agreement if the Subrecipient:

(1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

(2) Fails to timely fulfill its obligations under the Agreement;

(3) Improperly or illegally uses funds provided under this Agreement; or

(4) Submits reports that are incorrect in any material respect.

K. CLOSE OUT

1. Notwithstanding the termination of this Agreement, the Subrecipient's obligations to the Recipient shall survive until all close out requirements are completed. Close out activities shall include but are not limited to completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to Recipient or its designee.

2. Post-close Out Adjustments

a. Any funds paid in excess of the amount to which the Subrecipient is entitled under the Agreement must be refunded to the Recipient within thirty (30) days after demand therefore by Recipient.

L. AUDIT REQUIREMENTS

1. Audit Provisions

a. If the Subrecipient is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.

b. If the Subrecipient is a commercial organization (for-profit), the organization will provide the Recipient with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.

c. Audit provisions are not required for a Subrecipient who is an individual.

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d. In the event that the Subrecipient expends $1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.

e. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.

f. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

a. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Recipient.

b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

a. If the Subrecipient has an audit conducted in relationship to any other federal regulation or statute, the Recipient may determine upon review if the audit reports meet the needs of the Recipient. If so, an additional audit will not be required.

b. An audit of the Subrecipient conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.

c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO), or Recipient to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

a. Audits shall be performed annually to meet this requirement.

5. Sanctions

a. If the Subrecipient is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

a. The Subrecipient shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR 200.512.

b. The Subrecipient shall prepare the financial statements in accordance with 2 CFR 200.510.

c. The Subrecipient shall promptly follow up and take corrective action on audit findings.

d. The Subrecipient will provide the auditor with access to records, personnel, documentation, and other information as needed by the auditor.

7. Audit Findings Follow-up

a. At the completion of the audit, the Subrecipient must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.

b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

c. If the Subrecipient does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

d. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

e. Failure of the Subrecipient to comply with the above requirement will constitute a violation of this Agreement and may result in the withholding of future payments.

8. Report Submission

a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

b. The Subrecipient must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the Subrecipient, its federal programs and the results of the audit.

c. A senior representative of the Subrecipient must sign a statement to be included as part of the data collection that the Subrecipient has complied with the audit requirements, the data was prepared in accordance with 2 CFR 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.

d. The Subrecipient shall also submit to the Recipient's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor, and the data collection form described in Appendix X to 2 CFR, Part 200.

e. The Subrecipient is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at https://www.fac.gov/.

f. The Subrecipient shall ensure that audit working papers are made available to the Recipient's Chief Financial Officer or Auditor General, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Recipient.

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M. GENERAL CONDITIONS

1. Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement.

2. Indemnification. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Recipient, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agent, employees, partners, or subcontractors, provided, however that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Recipient. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity, as set forth in Section 786.28, F.S., may otherwise apply.

3. Liability. The Recipient shall not assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Recipient or any third party.

4. The Subrecipient shall not discriminate on the basis of race, sex, religion, color, national origin, age, or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5. The Subrecipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

6. This Agreement is contingent upon the availability of funding from the federal agency. This Agreement may be terminated by Recipient if funding from the federal agency is reduced or terminated.

7. The Subrecipient represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this Agreement shall be verified by Subrecipient through the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

8. The Subrecipient shall comply with the Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as currently in effect and as may be amended from time to time.

Failure to comply or if the Subrecipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.

9. The Subrecipient acknowledges it has completed the certification regarding lobbying.

10. If prior written authorization for subcontracting is granted by the Recipient, any work or services subcontracted by the Subrecipient shall be specifically by written contract or Agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable Federal, State or County guidelines and regulations as currently in effect and as may be amended from time to time. Prior to execution by the Subrecipient of any subcontract hereunder, the Subrecipient must submit such subcontracts to the Recipient for its review and approval.

11. The Subrecipient will comply with section 20.055, F.S.

12. This Agreement may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.

13. In the event that two or more documents combine to form this Agreement, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the Recipient shall be controlling.

14. This Agreement shall be controlled by Florida law, without regard to any conflict of law provisions thereof with venue in Leon County, Florida.

15. Severability. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida or federal law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the applicable Florida or federal law shall substitute for that clause or requirement and be binding on all parties hereto.

16. Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.

17. Compliance. The Subrecipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in effect and as may be amended from time to time pertaining to the duties and obligations arising from this Agreement.

18. Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Article D (entitled “FINANCIAL AND PROGRAM MANAGEMENT”), Article I (entitled “RECORD RETENTION AND ACCESS”), Article K (entitled “CLOSE OUT”), and Article L (entitled “AUDIT REQUIREMENTS”) hereof will survive the termination of this Agreement.

19. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

20. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21. Administration of Agreement.

    The Grant Manager for the Recipient is Todd Little and is located at 3125 Conner Boulevard, Tallahassee, Florida 32399.

    The Grant Manager for the Subrecipient is Steve Lackey and is located at 101 Church Street, Kissimmee, Florida, 33741.

    Substitution of a Grant Manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other Grant Manager shall be informed in writing within seven (7) business days of the substitution.

22. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth above.

23. Entire Agreement. The instrument, including any attachments or exhibits, embodies the Entire Agreement of the parties for the use of the funds received under this Agreement. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

N. STATE FUNDS; REPORTING

1. Inspection and Reporting Requirements. Upon request, the Subrecipient shall comply with Section 216.1366(3), F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Subrecipient is a non-profit organization as defined in Section 215.97(2), F.S., then the Subrecipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Subrecipient, and (2) allocated under each payment by the Recipient to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and receipts of remuneration.

2. The Subrecipient is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Subrecipient is not required to complete and return the Total Compensation Paid to Non-Profit Personnel Using State Funds form (FDACS-01324) located at https://forms.fdacs.gov/01324.pdf in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice or reimbursement submission in accordance with Section D. If the non-profit Subrecipient maintains a website, the Subrecipient must post the information required by Section 216.1366(3), F.S., on its website.

3. Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section J.

NOTE: Articles O and P do not apply to Individuals or Private Citizens.

O. EXECUTIVE COMPENSATION

1. The Subrecipient shall complete and return the Executive Compensation Attestation for Agreements Involving State Funds form (FDACS-01317) located at https://forms.fdacs.gov/01317.pdf no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.

2. In the event that the Subrecipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Subrecipient being named in statute as the required Subrecipient of a sole-source, public-private Agreement, then the Subrecipient shall provide an annual report to the Recipient due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Subrecipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Subrecipient's IRS Form 990.

3. The Subrecipient understands and agrees that it must provide Recipient of written notice detail any change in executive compensation in the intervening period between annual reports.

4. The Subrecipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Recipient may seek termination of this Agreement pursuant to Article 7 of this Agreement.

5. The final annual report shall be delivered to the Recipient as part of the close out process detailed in Article 8.

P. AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The Non-Coercion for Labor or Services Affidavit (FDACS-01364) located at https://forms.fdacs.gov/01364.pdf or a substantially similar affidavit must be completed and returned to the Recipient no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Recipient's Grant Manager and reference the contract number in the subject line.

Federal resources awarded to the Subrecipient pursuant to this agreement are from USDA Forest Service, federal financial assistance funding opportunity under FAIN #23-DG-11083112-009 and Assistance Listing Number (ALN) (formerly known as Catalog of Federal Domestic Assistance Number) 10.664, Cooperative Forestry Assistance.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	SUBRECIPIENT
Joey B. Hicks	
Signature	Signature
Director of Administration	
Title	Title
8/13/2026	
Date	Date

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A	2. Subrecipient FEIN: 596000348
3. Subrecipient Legal Name: City of Kissimmee	

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures

Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
1	1	Project Planning, Coordination, and Site Preparation	Confirm final project sites and planting locations across five high-use public facilities.	$0	Five sites across the City of Kissimmee will be prepared for tree planting.
1	2	Tree Planting	Purchase, transport, and plant 110-150 trees at five locations.	$50,000 ($12,500 local match)	110-150 Trees will be planted at five locations in the City of Kissimmee within public spaces.
1	3	Sixty-day "Grow-in Period"	Water and maintain newly planted trees.	$0	Successful project of planting 110-150 trees at 5 site locations.

Describe in detail the activity or work to be conducted.

Deliverable 1: The City of Kissimmee will hire a contractor to plant approximately 110-150 trees from wind-resistant, resilient plant lists at five different locations throughout the City of Kissimmee.

The City of Kissimmee will focus on the following locations:

- Denn John Park – 2204 Denn John Lane, Kissimmee, FL 34744
- Fortune Road Athletic Complex – 2500 Fortune Road Kissimmee, FL 34744
- Oak Street Park Complex – 717 N. Palm Avenue, Kissimmee, FL 34741
- Kissimmee City Hall – 101 Church Street, Kissimmee, FL 34741
- Lancaster Ranch Park – 1881 Jack Calhoun Drive, Kissimmee, FL 34741

Five proposed species include:

- *Quercus virginiana* (Live Oak)
- *Magnolia grandiflora* (Southern Magnolia)
- *Ilex cassine* (Dahoon Holly)
- *Podocarpus* (Podocarpus)
- *Taxodium distichum* (Bald Cypress)

Statement of Work

Task 1: Project Planning, Coordination, and Site Preparation (Months 1–3)
During the initial phase of the project, the City of Kissimmee will confirm final project sites and planting locations across five high-use public facilities. City Parks and Public Lands staff will conduct field reviews and stake planting zones to identify appropriate locations and avoid conflicts with underground and overhead utilities, pedestrian routes, recreational programming, lighting, and signage. Final tree species selection, quantities, and distribution will be confirmed in compliance with Florida Forest Service wind-resistance and species diversity requirements. Site-specific planting layouts will be developed to guide installation and ensure proper spacing, long-term canopy development, and resilience.

Task 2: Tree Procurement, Installation, and Establishment Care (Months 3–7)
The City will procure Florida-grown, storm-resilient nursery stock and install approximately 110–150 trees using species listed within the Florida Forest Service's highest and high wind-resistance categories. Tree installation will follow UF/IFAS, International Society of Arboriculture (ANSI A300), and Tree Care Industry Association standards, including proper planting depth, soil preparation where necessary, mulch application, staking as appropriate, and initial watering at the time of installation. Establishment and early-care activities will occur throughout this phase and may include scheduled irrigation, temporary irrigation systems where feasible, mulch replenishment, stake and brace adjustments, and structural or corrective pruning as needed to support healthy establishment and long-term survival.

Task 3: Sixty-day "Grow-in Period" (Months 7-9)
The City will work with the contractor to water and care for the newly planted trees for 60 days.

Total Project: $50,000
Total Timeline: 9 months

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A	**2. Subrecipient FEIN: 596000348**
3. Subrecipient Legal Name: City of Kissimmee	

Category	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Estimated Budget	Match Dollars
Personnel	$0	$0	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0	$0	$0
Travel (if authorized)	$0	$0	$0	$0	$0	$0
Equipment (if authorized	$0	$0	$0	$0	$0	$0
Supplies	$0	$0	$0	$0	$0	$0
Contractual (if authorized)	$0	$0	$0	$50,000	$50,000	$12,500
Other Expenses	$0	$0	$0	$0	$0	$0
Total Direct Charges	$0	$0	$0	$50,000	$50,000	$12,500
Indirect Charges	$0	$0	$0	$0	$0	$0
Total Amount	$0	$0	$0	$50,000	$50,000	$12,500

Docusign Envelope ID: 7A56E723-7463-8914-81B0-5CAB6ED311E1

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,’ in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____
PRINTED NAME/TITLE OF REPRESENTATIVE CONTRACT / PURCHASE ORDER NUMBER

_____
SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____ FDACS# 34277
PRINTED NAME/TITLE OF REPRESENTATIVE CONTRACT / PURCHASE ORDER NUMBER

_____
SIGNATURE OF REPRESENTATIVE / DATE

FDACS-01522 Rev. 01/21

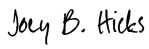
Certificate Of Completion

Envelope Id: 7A56E723-7463-8914-81B0-5CAB6ED311E1
Status: Sent
Subject: Please DocuSign: FDACS CONTRACT# 34277 CITY OF KISSIMMEE
Source Envelope:
Document Pages: 20
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Joseph Duncan
407 South Calhoun Street
Mayo Building, SB-8
Tallahassee, FL 32399-0800
Joseph.Duncan@fdacs.gov
IP Address: 164.51.45.242

Record Tracking

Status: Original
August 13, 2026 | 10:58
Holder: Joseph Duncan
Joseph.Duncan@fdacs.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Joey B. Hicks joey.hicks@fdacs.gov Director of Administration Director of Administration Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 164.51.45.242	Sent: August 13, 2026 | 11:03 Viewed: August 13, 2026 | 12:39 Signed: August 13, 2026 | 12:39
STEVE LACKEY STEVE.LACKEY@KISSIMMEE.GOV Parks & Recreation Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: July 14, 2026 | 11:43 ID: 24aea864-8618-4811-85ad-f102cc3434da		Sent: August 13, 2026 | 12:39

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Todd Little Todd.Little@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: August 13, 2026 | 12:39 Viewed: August 13, 2026 | 13:36

Carbon Copy Events	Status	Timestamp
CONTRACTS Contracts@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: April 19, 2022 | 10:10 ID: 5695f407-15b9-4d70-aded-c5e1c7791665		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	August 13, 2026 | 11:03

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Crahsoft OBO Florida Department of Agriculture and Consumer Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: salena.yarbrough@freshfromflorida.com

To advise Crahsoft OBO Florida Department of Agriculture and Consumer Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salena.yarbrough@freshfromflorida.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahsoft OBO Florida Department of Agriculture and Consumer Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahsoft OBO Florida Department of Agriculture and Consumer Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahsoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahsoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahsoft OBO Florida Department of Agriculture and Consumer Services.

FLORIDA FOREST SERVICE
(850) 681-5800

THE CONNER BUILDING
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER WILTON SIMPSON

April 20, 2026

Mr. Steve Lackey
City of Kissimmee
101 Church Street
Kissimmee, Florida 33741

Dear Mr. Lackey:

Congratulations! It gives me great pleasure to inform you that the Florida Forest Service (FFS), a division of the Florida Department of Agriculture and Consumer Services (FDACS), has selected your proposal for a $37,500.00 grant award from the 2025 Community Forestry – Hurricane Ian Recovery Grant Program.

You will soon receive an email with a DocuSign version of the Federal Financial Assistance Subrecipient Agreement (Agreement). Upon receipt, please have the authorized individual **sign and return the agreement within 30 days** to the Florida Department of Agriculture and Consumer Services (FDACS). Please take note of the two forms attached to this agreement. These forms should be completed and returned with the signed contract.

Please **do not** spend any funds that may be claimed as grant reimbursement or match until both parties have executed the Agreement.

If you have any questions or concerns, please contact FFS Urban Forestry Coordinator Todd Little at (850) 681-5874 or Todd.Little@FDACS.gov.

Sincerely,

Richard Dolan, Director
Florida Forest Service

RD/tl

ITEM 7.D
Playground and Safety Surface at Rainbow Park

Request

Requesting approval to purchase and install a playground for 5-12-year olds, a playground for 2-5-year olds, and pour-in-place rubber surfacing from PlayPower Inc. for Rainbow Park, utilizing Sourcewell contract #101625-PLP and authorizing City Contract # 20260286 for $249,895.87.

Explanation

The Parks and Recreation Department is requesting Commission approval to purchase and install a new 5-12 and 2-5 playground, along with pour-in-place surfacing. This is a replacement for the 17-year-old playground and pour-in-place rubber surfacing at Rainbow Park. The purchase is through Sourcewell Contract #101625-PLP, which has been verified by the City's Procurement and Legal Departments.

The Rainbow Park playground has significantly diminished in play value over the past several years. Due to the playground's age, replacement parts are unavailable, leading to sections being removed for safety reasons. Currently, the slide, rope climbers, and play panels have been removed to ensure youth safety, which has greatly reduced the play value. The playground and picnic pavilion have historically been well utilized as a neighborhood park. The proposed new play structure, with its unique features, will make Rainbow Park a destination playground, along with a rentable pavilion and picnic area.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106-506393	ST2615	Decrease	$250,000	$249,895.87

Financial Summary:

Funds are currently available in project ST2615.

Recommendation

Approval to purchase and install a 5–12-year-old playground, 2- 5-year-old playground, and pour-in-place rubber surfacing from PlayPower Inc. for Rainbow Park for $249,895.87.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

City of Kissimmee

Attachment(s):

1. (S) Agreement with Playworx
2. Sourcewell Powerplay Contract

PARTICIPATING ENTITY ADDENDUM TO SOURCEWELL CONTRACT # 101625-PLP PLAYPOWER, INC. (HEREINAFTER "VENDOR") AND VENDOR'S STATEMENT OF WORK AND FUTURE PURCHASES UTILIZING SOURCEWELL CONTRACT # 101625 (HEREINAFTER "PARTICIPATING ENTITY ADDEDNUM")

WITNESSETH

WHEREAS, the City of Kissimmee (hereinafter the "City") requires park playground materials as further detailed in the Vendor's Statement of Work/Quote (the "Statement of Work"), attached hereto and incorporated herein as Exhibit A;

WHEREAS, Pursuant to the City's Purchasing Manual, the City may procure goods and services from bid or proposals through cooperative purchasing agreements with the State of Florida or any of its governmental subdivisions; and

WHEREAS, Pursuant to a competitive bidding and selection process, RFP # 101625-PLP Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota of which the City is a "Participating Entity", awarded the bid to Vendor and subsequently entered into Contract Number 101625 (hereinafter referred to as "Master Agreement," which is incorporated herein by reference);

WHEREAS, Article 1, Section 3 of the Master Agreement states, "Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies;" and

WHEREAS, Article 3, Section 8 of the Master Agreement states, "Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity;" and

WHEREAS, City, a Participating Entity (Sourcewell Account # 44339), intends to access the Master Agreement and its terms, but seeks to add additional terms and conditions, that are not addressed in the Master Agreement, via this Participating Entity Addendum to add clauses required by state law and specific local policy requirements; and

WHEREAS, Vendor and the City (collectively hereinafter the Parties") have determined that it is economically advantageous and in the best interest of the Parties to enter into this Agreement to provide the services described in Exhibit A; and

WHEREAS, City anticipates making additional purchases utilizing Sourcewell Contract Number 101625 from Vendor, and City and Vendor intend for this Participating Entity Agreement to govern all future purchases related to Sourcewell Contract Number 101625-PLP; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Participating Entity Addendum, the Master Agreement, **Exhibit A** (Vendor's Statement of Work), **Exhibit B** (the

Human Trafficking Affidavit), and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Participating Entity Addendum, the Master Agreement, Exhibit A, and Exhibit B, in that order.

Upon execution of this Agreement, all references made to "Participating Entity" and all references made to "Sourcewell" in the Master Agreement, except those in Sections 3, 6, 7, 8, 9, 18, and 20, will be interpreted as pertaining to the "City of Kissimmee," "City," and "City of Kissimmee Commissioners," all references made to "Vendor" and "Supplier" in the Master Agreement will be interpreted as pertaining to Vendor, all references made to the "Parties" in the Master Agreement will be interpreted as pertaining to City and Vendor, and all terms and conditions of the Master Agreement not inconsistent with this Participating Entity Addendum, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the word "Participating Entity" appears, it will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners," wherever the words "Vendor" or "Supplier" appear, it will be read as "Vendor," and wherever the word "parties" appears, it will be read as "City" and "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution and continue through December 17, 2029, the date of expiration of the initial term of the Master Agreement. This agreement shall be automatically extended if the Master Agreement is extended.

4. **PAYMENT.** City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by City and interest imposed by Vendor shall be made in compliance with said Act.

5. **GOVERNING LAW**. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

6. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor.

7. **NOTICE AND CUSTOMER CONTACT.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee
Matt Libby
Assistant Director
Parks & Recreation Department
101 Church Street
Kissimmee, FL 34741

Additionally, the person named above serves as the Customer Contact for purposes of this Contract.

8. **NO WAIVER OF SOVEREIGN IMMUNITY.** City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

9. **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

10. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

    Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

11. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

12. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

13. **PUBLIC RECORDS.** Vendor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Vendor shall keep and maintain public records required by City to perform the service.

If Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the City's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

a. If City's Custodian of Records requests records from Vendor, Vendor shall provide City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to City.

c. Upon completion of the Agreement, Vendor shall transfer, at no cost, to City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

14. **CONFIDENTIALITY.** Notwithstanding Section 10 of Vendor's Statement of Work, Vendor understands that City is a public entity subject to the public records laws of the State of Florida. Vendor shall identify specifically any information contained in this Agreement or that City receives from Vendor during the term of this Agreement, which Vendor considers confidential and/or proprietary and which Vendor believes to be exempt from disclosure to the public under applicable law, citing specifically the applicable exempting law. A generic notation that information is "confidential" is not sufficient. Failure to provide the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741 with a detailed explanation and justification including statutory cites and specific reference to this Agreement or other information that City receives from Vendor during the term of this Agreement detailing what provisions, if any, Vendor believes are exempt from disclosure, may result in public disclosure of such records in accordance with Chapter 119 of the Florida Statutes. Vendor will upon the request of City, at City's discretion, defend City and its employees, advisors, agents, and elected and appointed officials against all claims and actions whether or not a lawsuit is commenced related to Vendor's designation of material as confidential or exempt from public disclosure. Vendor shall indemnify and hold harmless City and its employees, advisors, agents and elected and appointed officials from any and all claims, actions, suits, judgements, fines, costs, fees including attorneys' fees, related to Vendor's designation of material as confidential or exempt from public disclosure. Nothing herein shall be deemed to preclude City from exercising its own judgment regarding the disclosure of records and City may take any action that City in good faith believes is necessary for City to comply with federal and/or Florida public records laws, including but not limited to filing a declaratory action.

15. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in **Exhibit B** signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

16. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

17. **FOREIGN COUNTRY OF CONCERN.** Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CITY OF KISSIMMEE

_____
Jackie Espinosa, Mayor-Commissioner

Date: _____

PLAYPOWER, INC.

By: Meghan McDonald
Name: Meghan McDonald
(As Authorized Agent)

Date: 8/24/26

Title of Attached Agreement: Sourcewell Contract # 101625 (incorporated by reference only, not attached)

EXHIBIT A
VENDOR'S STATEMENT OF WORK

QUOTE: OE26019877
CUSTOMER: TEMP25001140
ACCOUNT: 25017883
DESIGN NAME: Rainbow Park

Bill To:

Rob Carter
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
14075182501 Ext. (phone)

Project Name & Location:

Rainbow Park

Prepared by:

PLAYWORX PLAYSETS LLC
8014 CUMMING HWY,
CANTON, GA 30115
866-502-5013 (phone)

SOURCEWELL CONTRACT:
#101625-PLP

Quote Number: OE26019877
Quote Date: 8/26/2026
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidBuilders
Age group: 5-12_ASTM

Global defaults

GRAND STRAND ROTOMOLD	YELLOW
KB Accent Color	
KB CLAMP	BURGUNDY
KB Vinyl color	
Kid Builder Post Color	
Laminated Panel	YELLOW-BLACK-YELLOW
Laminated Solid Panel	ORANGE
TRELLEX PANELS	WHITE
TRELLIX ACCENT	YELLOW
TRELLIX FRAME	BURGUNDY
TRELLIX MORPHOUS (ROTO 2)	ORANGE
TRELLIX MOUNTING	BURIED
TRELLIX PLASTIC ACCENT (ROTO 3)	RED
TRELLIX ROOF	RED
TRELLIX ROPE	RED
TRELLIX VINYL	BLUE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1.00	3.00	0.36	0.00	0.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1.00	10.00	0.00	0.00	0.00
200203874	Post Players Double Bells Post Mount F/KB	2.00	50.00	2.00	910.00	1,820.00
200203890	NU-Edge Trellix	1.00	4,300.00	350.00	132,634.00	132,634.00

PlayArea_2

Product line: PlayBuilders

Age group: 2-5_ASTM

Global defaults

Entry Slide Color	PLUM
Exit Slide Color	PLUM
Laminated Panel	BLUE WHITE BLUE LAMINATE
Laminated Solid Panel	
PB Ground Cover	BURIED
PB Roof/Table Color	BLUE
PB Slide Color	PLUM
PB Vinyl Clr	GRAY
Plastic Steering Wheel	PLUM
Play Builder Accent Color	GREEN
Play Builder Post Color	BLUE
Section 1 Slide Color	PLUM

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100005274	Square Deck	2.00	77.00	2.92	1,018.00	2,036.00
200072938	TOOL BOX F/PLAY BUILDERS (MM)	1.00	5.00	0.36	0.00	0.00
200109105	Square Roof	2.00	70.00	75.98	1,179.00	2,358.00
200200330	Double Wide Slide, 1220 mm (48") CSA	1.00	167.00	70.00	1,885.00	1,885.00
200200531	KIT MAINTENANCE PB W/O LIST PRICE	1.00	0.00	0.00	0.00	0.00
200202438	Vertical Pod Climber 48"	1.00	105.00	27.00	2,160.00	2,160.00
200202621	PB 170" POST W/CAP	8.00	62.00	2.80	349.00	2,792.00
200203271	Quantum II Slide, Single Entry (48") Entry Slide Color: PLUM Exit Slide Color: PLUM Section 1 Slide Color: PLUM Section 1 Slide Direction: LEFT TURN SLIDE SECTION	1.00	125.00	24.00	3,811.00	3,811.00
200203578	Steering Wheel, plastic, post mount PB	1.00	3.00	1.30	349.00	349.00
200203767	NU-Edge Birch Barrier F/PB	1.00	60.00	3.00	852.00	852.00
200203768	NU-Edge Birch Counter Panel F/PB	1.00	70.00	10.00	1,340.00	1,340.00
200203770	NU-Edge Birch Arch Bridge 4' F/PB	1.00	270.00	25.00	2,678.00	2,678.00
200203771	NU-Edge Birch Climber F/PB 48"	1.00	140.00	5.00	2,739.00	2,739.00
200203776	NU-Edge Birch Transfer Station F/PB 48"	1.00	465.00	30.00	4,381.00	4,381.00

RiskSign_Included

Product line: Freestanding
Age group:

Global defaults

RISK MGNT SIGN CLR

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1.00	0.00	10.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14"	1.00	0.00	0.00	0.00	0.00
200111492	Label, Identification stamped w/rivets	3.00	0.00	0.00	5.84	17.52
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5.00	385.00	0.00	0.00	0.00
925601	LABEL P/C (2 TO 5 YRS) PPLT	1.00	1.00	0.00	8.43	8.43
925960	THUMB DRIVE 2GB - PPLT	1.00	0.00	0.00	0.00	0.00
INSTALL	INSTALL BOOK FOR PP ORDERS	1.00	0.00	0.00	0.00	0.00

BOOK

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
0001AMENITIES	Amenities Package Pedestal Grill with Adjustable Grate (3) Inground Rinnova Flat Bench (6) Portable Rinnova Picnic Table (4) Portable Rinnova ADA Picnic Table (1) Rinnova Trash Receptacle w/ Liner (3)	1	0.00	0.00	15,106.40	15,106.40
001ENG	Playground Engineering	1	0.00	0.00	800.00	800.00
001PIP	Installation of Pour In Place Rubber - 50/50 Blk/Color of Choice (Including all materials) New play area surfacing $22/sq ft	1	0.00	0.00	36,146.00	36,146.00
001RECAP	Recap existing PIP using existing subsurface 50/50 color/black Recap existing 2-5 area with 50 color/50 black 942 sq ft	1	0.00	0.00	9,420.00	9,420.00
FREIGHT	Freight Amenities	1	0.00	0.00	3,021.28	3,021.28
PERMITTING	Includes Permit Submittal Service, Inspections, Final COC.	1	0.00	0.00	5,238.00	5,238.00

Totals:

Equipment Weight:	8,539.00 lbs
Equipment Volume:	740.22 ft^3
Equipment List:	$161,860.95
Discount Amount:	-$56,651.33
Equipment Price:	$105,209.62
Products Subtotal:	$105,209.62
Installation:	$64,734.00
Estimated Sales Tax*:	$0.00
Freight:	$10,220.57
Products by Other:	$69,731.68
Grand Total:	**$249,895.87**

Make Purchase Orders Out To:
Playworx Playsets, LLC
Remit Purchase Orders To:
Playworx Playsets, LLC
Attention: Sales Administration
8014 Cumming Hwy Suite 403 #313
Canton, GA. 30115

Make Checks Payable To:
Playworx Playsets, LLC.
Remit Checks To:
Playworx Playsets, LLC
8014 Cumming Hwy Suite 403 #313
Canton, GA. 30115

COMMENTS:

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PLAYWORX PLAYSETS LLC.

Submitted By | **Printed Name and Title** | **Date**

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Playworx Playsets, LLC does not use coercion for labor or services as defined in Section 787.06, F.S.

Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Meghan McDonald

Title of Contractor's Authorized Representative: Sales Manager

Signature of Contractor's Authorized Representative: Meghan McDonald

Date: 8/24/26

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MASTER AGREEMENT #101625
CATEGORY: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services
SUPPLIER: PlayPower, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive, #100, Huntersville, NC 28078 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 4 to Participating Entities. In Scope solutions include but are not limited to:

   a) Playground Equipment

   and at least one of the following:

   b) Water Play or Aquatic Equipment);
   c) Outdoor Site Amenities and Furnishings; and
   d) Outdoor Fitness .

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

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Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

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court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	PlayPower, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Rich Albright 056F545DA18B46C...
By: _____	By: _____
Jeremy Schwartz	Rich Albright
Title: Chief Procurement Officer	Title: Vice President/General Manager
Date: 1/6/2026 | 6:09 PM CST	Date: 1/6/2026 | 1:20 PM CST

RFP 101625 - Playground, Water Play and Aquatic Equipment, Slte Amenities, and Outdoor Fitness Equipment with related Accessories and Services

Vendor Details

Company Name:	PLAYPOWER, INC.
Does your company conduct business under any other name? If yes, please state:	NC
Address:	11515 VANSTORY DR. STE 100 HUNTERSVILLE, NC 28078
Contact:	Inc. PlayPower
Email:	brandy.clory@playpower.com
Phone:	417-354-2509
Fax:	417-354-2509
HST#:	43-1681424

Submission Details

Created On:	Wednesday September 10, 2025 15:15:48
Submitted On:	Thursday October 16, 2025 15:36:32
Submitted By:	Inc. PlayPower
Email:	brandy.clory@playpower.com
Transaction #:	743a84e3-e5ef-4b4d-95b7-312a3eefdb18
Submitter's IP Address:	147.243.172.231

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PlayPower, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Miracle Recreation Equipment Company PlayPower LT Farmington, Inc. Playworld Systems Inc. E-Z-Dock, Inc. Shade Structures, Inc. Wabash Valley Manufacturing Inc. Soft Play - Playtime, LLC No Fault LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Miracle Recreation Equipment Company: Cage: 3Y251 UEI: ZEDZXAZD8BM6 PlayPower Lt Farmington, Inc: Cage: 1DSL3 UEI: L86VSX3PNNL8 Playworld Systems Inc: Cage: 1EJ63 UEI: J3DNXNA1ALK7 E-Z-Dock, Inc: Cage: 3BFJ8 UEI: CJLNNGH6RGU5 Shade Structures, Inc: Cage: 4HG41 UEI: KPW7BLUM5NR7 Wabash Valley Manufacturing Inc: Cage: 0FTL0 UEI: S461LC2F9L11 Soft Play - Playtime, LLC: Cage: 4HZ31 UEI: MSEZAJ93Y2D5 No Fault LLC: Cage: 9HHT1 UEI: PWG6DEZWHX75	*

5	Provide your NAICS code applicable to Solutions proposed.	Below are the codes noted on our SAM registrations. 238990 - All Other Specialty Trade Contractors 314999 - All Other Miscellaneous Textile Product Mills 332311 - All Other Miscellaneous Textile Product Mills 326199 - All Other Plastics Product Manufacturing 332312 - Fabricated Structural Metal Manufacturing 334512 - Automatic Environmental Control Manufacturing For Residential, Commercial, And Appliance Use 336611 - Ship Building And Repairing 337127 - Institutional Furniture Manufacturing 339920 - Sporting And Athletic Goods Manufacturing 339999 - All Other Miscellaneous Manufacturing 423910 - Sporting And Recreational Goods And Supplies Merchant Wholesalers 488310 - Port And Harbor Operations 488390 - Other Support Activities For Water Transportation 561210 - Facilities Support Services 713930 – Marinas 713940 - Fitness And Recreational Sports Centers 713990 - All Other Amusement And Recreation Industries	
6	Proposer Physical Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
7	Proposer website address (or addresses):	www.PlayPower.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	W. Todd Brinker Senior Vice President, Commercial Growth 11515 Vanstory Drive #100, Huntersville, NC 28078 Phone: 704-576-7928	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brandy D. Clory PlayPower Contracts Manager 878 E Highway 60 Monett, MO 65708 Phone: 417-354-2509	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maura Garcia – EZ Dock Phone: 417 -737-2110 Email: maura.garcia@playpower.com Brett Kidd - Little Tikes Commercial Phone: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Email: Mike.Sutton@playpower.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Brandy Clory – PlayPower Inc Phone: 417-354-2509 Email: brandy.clory@playpower.com Rich Albright - Soft Play Phone: 929-496-8897 Email: Rich.albright@playpower.com Whitney Klen – USA Shade & Wabash Valley Phone: 512-915-7800 Email: whitney.klen@USA-Shade.com Michele Munson – No Fault LLC Phone: 225-247-7449 Email: Michele.munson@nofault.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Our PlayPower team is not merely a playground equipment company; we're a family of brands that are dedicated to strengthening families, building lasting friendships, and encouraging people of all ages and backgrounds to experience the power of play! We realize the power that play can bring to unite a community and thus we seek to inspire by bringing fun and laughter to children and adults every day. Together, our PlayPower family has become a global leader in producing superior recreational equipment that has been beneficial to communities over many generations. PlayPower is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal watercraft, innovative surfacing products and indoor contained play structures. Our PlayPower family offers full turnkey solutions to meet the specific recreational needs of communities everywhere. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland, and Scotland. PlayPower's VISION is to be the leader in the development of legendary, innovative, and inclusive play and recreation experiences worldwide. PlayPower's MISSION is to engineer and manufacture recreational equipment that is safe, inclusive, highly durable, and easy to maintain so that the communities we serve can focus on fun! PlayPower's GOAL is to continue to be recognized as the trailblazer for inspiring and creating innovative products while providing excellent customer service. We will continue to leverage our brands globally to the benefit of all who use our products, and to our customers, employees, and shareholders. PlayPower VALUES honesty, integrity, respect and care for others, inclusivity, sustainability, transparency, collaboration, accountability, passion, purpose, and promotion of community engagement. PlayPower originally began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: Miracle Recreation Equipment Company Little Tikes Commercial Playworld Wabash Valley EZ Dock USA Shade & Fabric Structures Soft Play/Playtime No Fault Tayplay HAGS PlayPower's companies are leaders in the markets in which they serve, and in combination, have HUNDREDS of years of experience bringing play and recreation to life.
12	What are your company's expectations in the event of an award?	Here at PlayPower, we believe that partnership extends beyond contracts. We greatly appreciate the opportunities we have had to work hand in hand with Sourcewell to bring recreation and joy to the many communities we serve. Our PlayPower teams have a long track record of going above and beyond for our Sourcewell agencies, and welcoming them to our PlayPower family as valued members of our team. Together with our Sourcewell partners, PlayPower is excited to continue to bring the power of play to the many wonderful communities of our Sourcewell agencies throughout the US and Canada. Our teams at PlayPower will continue engaging our Sourcewell agencies with our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault. We will continue to employ our Sourcewell contract as our primary North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows Our goal, with having 8 of our strongest brands in our portfolio, would be at a minimum, to exceed $60M annually in total contract sales over the term of the contract, including equipment, installations, and ancillary products and services.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	PlayPower is a company with more than $500M in annual sales. We employ more than 1,800 individuals, working in 9 manufacturing facilities around the world, supporting 12 world-class brands. PlayPower is currently owned by the private equity firm Littlejohn & Co, with $8B in assets under management. Please see https://littlejohnllc.com/ for additional details. However, it was announced in a press release on September 15, 2025 that Littlejohn & Co has sold PlayPower to Platinum Equity. That sale is expected to have regulatory approval to close by the end of 2025. Press release can be found here: https://www.platinumequity.com/news/platinum-equity-to-acquire-playpower/. Platinum has more than $50B in assets under management. More details can be found through their direct website here: https://www.platinumequity.com/.	*
14	What is your US market share for the Solutions that you are proposing?	According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's Outdoor Playground equipment market share in the US is 26.0%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's outdoor Canadian market share is 32.0%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PlayPower, Inc. is best described as a manufacturer of recreational equipment, indoor and outdoor playground equipment, outdoor furnishings, fabric shade structures, floating dock systems, and playground surfacing. With a few exceptions, PlayPower Inc. operates with independent representatives / vendors that manage sales within all areas of North America and Internationally. All representatives are contractually responsible for selling and installing all products proposed within this RFP. In addition, all of PlayPower's employees and independent representatives / distributors / vendors are certified and factory trained to repair and service PlayPower's recreation and playground equipment, equipment and materials. We have included our list of representatives for each of our brands with this RFP.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PlayPower is licensed to sell our products in all 50 states, 10 Canadian provinces, along with many international locations. We are committed to providing Sourcewell agencies with a safe, enjoyable, inclusive, family friendly environment to play and grow. Our commitment to our Sourcewell agencies begins by meeting and / or surpassing safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. In addition to exceeding these standards and guidelines, we also actively participate in ASTM and CPSC development, and we are active members of IPEMA. Our employees, sales representatives, distributors, vendors and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. Our PlayPower team has the knowledge, expertise and experience to develop safe recreational play environments that build positive community fellowship and unity. Our team seeks to inspire communities, encourage imaginative and interactive play, promote inclusivity, and bridge generational gaps through the power of play. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in all of PlayPower's outdoor brand catalogs signifies that PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's website to confirm product certification which can be found here: https://ipema.org/certified-product/.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The Chicago Athenaeum: Museum of Architecture and Design awarded The Good Design Award to: - Quito by Playworld in 2023 - Tot Builders by Little Tikes Commercial in 2023 - Miracle Machines by Miracle Recreation in 2024	*
21	What percentage of your sales are to the governmental sector in the past three years?	Below are the sales averages for the government sector per brand for the past three years combined. - Little Tikes: 44% - Miracle: 47% - Playworld: 45% - Soft Play: 10% - USA Shade: 28% - Wabash Valley: 30% - EZ Dock: 10%	*
22	What percentage of your sales are to the education sector in the past three years?	Below are the sales averages for the education sector per brand for the past three years combined. - Little Tikes: 38% - Miracle: 40% - Playworld: 43% - Soft Play: 2% - USA Shade: 46% - Wabash Valley: 50% - EZ Dock: 1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	PlayPower currently holds an active Sourcewell contract which has an average annual sales of approximately $57Million per year. We currently hold an active CMAS contract which has an average annual sales of approximately $4Million per year. We also have an active NASPO ValuePoint contract that encompasses NASPO state participating addendums with Arizona, Arkansas, Hawaii, Iowa, Kentucky, Missouri, Nebraska, New Mexico, Oklahoma, Oregon, South Carolina, South Dakota, Utah, and Washington, which has a total average annual sales of approximately $2Million per year combined. We hold a CoStars contract which has an average annual sales of approximately $50,000 per year and we also hold contracts with NJ Start which has an average annual sales of approximately $200,000 per year. We also hold several local contracts with schools and/or municipalities which piggyback off our Sourcewell contract.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our USA Shade brand is the only PlayPower brand in our Sourcewell contract with an active GSA contract in which they have an average annual sales of approximately $250,000 per year.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Knoxville Parks & Recreation	Joel Asher, Maintenance Superintendent	(865) 215-1703	*
Fairfax County Public Schools	Brandon A. Phillips, Office of Facilities Management	(703) 802-7500	*
Dearborn Public Schools	Mark Andrews, Director of Operations	(313) 590-9783	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	PlayPower's vast team of over 1,800 professional sales representatives, distributors, and vendors are eager to provide excellent service to Sourcewell members. PlayPower's large, diverse portfolio and sales network provides a significant advantage for Sourcewell agencies by providing turnkey solutions to meet their recreational and playground needs within an all-in-one source.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	PlayPower's local representatives and distributors typically operate as exclusive independent, agencies. There are a few exceptions, where sales territories are managed through direct PlayPower employees.	*
28	Service force.	All representatives, distributors, vendors, and installers are professionally trained and certified to either sell and / or service our products. Included is a comprehensive global list of representatives for each brand.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of PlayPower's brands contains representatives/distributors that will vary by geographic location. Please refer to the most current distributor listing for each brand which has been provided with this RFP submittal. Once the Sourcewell agency has communicated the intent to make a purchase through our Sourcewell contract to our representative, our representative will confirm that the price quoted matches the purchase order and is discounted according to the terms of the contract. The price quoted will contain the appropriate pricing, Sourcewell contract discounts, freight terms, freight pricing, lead times, and any additional pertinent information that the customer may need or request. Once the final quote is signed and/or the agency purchase order is received, the PlayPower representative will submit an electronic equipment order directly to the corresponding PlayPower company so that the project can be scheduled for manufacturing and assigned a delivery date as requested by the agency. Prior to delivery of the equipment, a delivery driver or associate will reach out to the agency to discuss delivery times and details. Once the equipment is fully manufactured and shipped, an invoice will be generated and mailed to the agency. While this is the typical ordering process, the process can differ slightly based on differing agency requirements, proposal adjustments, etc. during the process.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent representatives typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing excellent service throughout the purchasing journey. If Sourcewell agencies have questions, concerns, or need help with their orders, our brands have dedicated customer support teams that are always happy to help! Each of our many brands can be found on our PlayPower website located at https://playpower.com/. Playworld Systems, Inc. can be reached in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld's Technical support line (800) 233-8404 is available 24/7 but non-urgent calls will be handled during normal business hours 8:00am to 4:30pm EST Monday-Friday. Our Playworld customer service team can also be reached at info@playworld.com for requests. Online chat is also available 8:00am-4:30pm EST on our Playworld website at https://playworld.com. Miracle Recreation Equipment Company can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle's Technical support line (888) 458-2752 seven days a week, 24 hours a day. However, non-urgent calls will be handled during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our Miracle customer service team can also be reached at https://www.miracle-recreation.com/contact/ for requests and we also have online chat available 8:00am-4:30pm EST on our Miracle's website at https://www.miracle-recreation.com/. Little Tikes Commercial can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Technical support line (800) 497-5246 during normal business hours between 8:00am to 5:00pm CST Monday-Friday. Urgent calls during after-hours or weekends can reach our 24-hour Customer Service Hotline by calling 866-LTC-4FUN (866-582-4386). Our Little Tikes customer service team can also be reached through our online contact form at https://response.littletikescommercial.com/contactus or by email at ltc_customer_care@playpower.com to reach our Little Tikes Technical Support team or info@ltcps.com for basic information. For more information, please visit the Little Tikes website at https://littletikescommercial.com/. Wabash Valley can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Wabash Valley Technical support line (800) 253-8619 during the business hours of 8:00am to 5:00pm CST Monday-Friday. Our Wabash Valley customer service team can also be reached by email at WVMSales@WabashValley.com. For more information, please visit the Wabash Valley website at https://wabashvalley.com/. EZ Dock can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our EZ Dock Technical Support and Sales Administration Team can be reached at (800) 654-8168 during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our EZ Dock customer support team can also be reached through our online contact form at https://www.ez-dock.com/contact-form/. For more information, please visit the EZ Dock website at https://www.ez-dock.com/. USA Shade can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our USA Shade Technical Support Team can be reached at (800) 966-5005 during normal business hours from 8:00am to 5:00pm CST Monday-Friday. Our USA Shade customer support team can also be reached through our online contact form at https://www.usa-shade.com/contact-us/. For more information, please visit our USA Shade website at https://www.usa-shade.com/. No Fault can be reached in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809 USA. Our No Fault Technical Support Team can be reached at (800) 232-7766 during normal business hours of 8:00am-5:00pm CST Monday-Friday. For standard information, our No Fault team can be reached at Toll-free: 866-NFSPORT or 866-637-7678. Your No Fault customer support team can also be reached through our online contact form at https://response.nofault.com/contactus. For more information, please visit our No Fault website at https://nofault.com/. Soft Play / Playtime can be reached in writing at 13310 James E. Casey Ave. Englewood, CO 80112 USA. Our Soft Play Technical Support Team or Sales Administration team can be reached at (800) 782-7529 Ext. 3429 during normal business hours 8:00 to 5:00 MDT Monday-Friday. Our Soft Play customer support team can also be reached through our online contact form at https://www.softplay.com/contact-us/. For more information, please visit our Soft Play website at https://www.softplay.com/.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are happy to provide all of our products and services under PlayPower's portfolio to any and all of Sourcewell participating entities within the 50 US states!	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We look forward to providing all of our products and services under PlayPower's portfolio to any and all Sourcewell participating entities in the 10 provinces of Canada as well!	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	PlayPower covers ALL geographic areas of the United States and Canada	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	PlayPower happily serves all entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract restrictions that would apply to members in Hawaii, Alaska and / or the US territories. We happily provide our products and services to our Hawaii and Alaska customers as well as all other US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we are proud to partner with all Sourcewell participating nonprofit entities.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing objective is to consistently increase our reach and closure of projects by continuing to pursue / provide high-quality leads while also providing effective sales tools to our sales representatives in presenting the outstanding solutions that our contract provides for participating agencies. Our PlayPower Contracts Manager is dedicated to overseeing and managing our Sourcewell contract, as well as continually distributing leads to the appropriate PlayPower representatives. Our Contracts Manager assists our PlayPower marketing team and reviews Sourcewell marketing materials as they are being developed. From there, our PlayPower Contracts Manager and marketing team will work hand in hand with our teams throughout the US and Canada to promote our contract nationally, including a multi-program approach that overlays our current marketing strategy and future plans. Details of those programs are as follows: CATALOGS / BROCHURES: - Sourcewell Brochures - We have already created brand-specific brochures (Little Tikes Commercial, Miracle, and Playworld) detailing the benefits of our Sourcewell contract which are utilized during sales presentations, trade shows, and other important events. - These brochures are available in print and digital format, for use in multiple ways and are distributed to each of our representatives. - Full Catalogs - Our brand-specific, full-line product catalogs are produced and distributed annually and are available each year in January. - Information regarding the Sourcewell contract is included within each new catalog that we develop annually. WEBSITES: - We have a page specifically dedicated to actively feature and promote the benefits of Sourcewell membership on each of our brand websites shown below: - Miracle: https://www.miracle-recreation.com/planning/our-partners/sourcewell/ - Little Tikes Commercial: https://littletikescommercial.com/sourcewell/ - Playworld: https://playworld.com/sourcewell/ - No Fault: https://nofault.com/resources/ - EZ Dock: https://www.ez-dock.com/resources/njpa/ - USA Shade: https://www.usa-shade.com/about-us/contracts-affiliations/ EMAIL / PR: - Sourcewell will be featured in email campaigns to those individuals that have opted for PlayPower brand-specific e-communication. SOCIAL MEDIA: Content will be posted on brand-specific pages on various social platforms, including Meta (Facebook), X (formerly known as Twitter), and LinkedIn. TRADE SHOWS: - As part of our in-depth trade show plan, we include representation of this program at each trade show, including product brochures. - Little Tikes Commercial, Miracle Recreation, and Playworld, all have large booths and representation at the annual NRPA & ASLA annual tradeshows/conferences, along with several other national trade shows, and hundreds of state and local trade shows. SALES TOOLS / TRAINING: - Brand-specific PowerPoint & Digideck sales presentations were created to discuss selling features and benefits of the program to our rep agency partners. In addition, each of PlayPower's brands has training modules for all employees and representatives. - Regular brand-specific email newsletter to rep agencies (from Sales VP), promoting programs and providing tools for programs. - Rep Agency sales communication portal provides training/sales tools/resources for our sales reps to help promote programs and services. *Examples of our marketing materials as they relate to Sourcewell are included with this RFP submittal*	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PlayPower's dedicated marketing team is constantly seeking new and innovative promotion techniques through the use of technology. Our current marketing strategy includes programs that promote our products and services through multiple digital media channels including: - Brand specific websites, on partner and funding pages - Email marketing campaigns - Social media, including Facebook/Meta, X (formerly known as Twitter), and LinkedIn. However, we also maintain promotional videos for each of our brands on YouTube as well. - Geotargeting campaigns promoting our Sourcewell contract	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our goal is for Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its participating agencies. On occasion, we would appreciate the support of a Sourcewell Representative to potentially assist with customer calls and / or visits when needed. We would also appreciate Sourcewell attendance at our annual sales meetings for our outdoor equipment brands when available. In acknowledgement of this, PlayPower Inc. understands the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our website and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all our representatives, partners, distributors / vendors, catalogs, and digital marketing. Our commitment to Sourcewell and its members will always remain transparent and constant: we are 100% committed to Sourcewell from our executive level through our rep network.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Project requirements vary from location to location and while most projects are designed most often using standard products, design layouts tend to be very customized. For this reason, e-procurement ordering would be very difficult, so therefore we do not offer e-procurement.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, durable, reliable, and innovative recreational equipment to all communities. Training for our Sourcewell agencies is not required or necessary, however we do offer maintenance and installation training upon request. All our representatives and installers are mandated to complete extensive product training and are certified to assist their customers in training when needed. Sourcewell participating agencies are invited to visit our factories, for touring and training as requested.	*
42	Describe any technological advances that your proposed Solutions offer.	ENGINEERING & DESIGN: Regardless of the Sourcewell participating agency's level of recreation or playground equipment expertise, PlayPower promises to provide as much help as they may need. Sourcewell agencies can virtually design their own playground on our websites for example, or they can work together with our network of professional design consultants that will assist them every step of the way. Our advanced computer-assisted design (CAD) capabilities provide our customers with the most versatile, detailed commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Accurate, up-to-date, direct electronic access to product information is available to all PlayPower personnel. PlayPower sales representatives also have access to our product information, and they are able to conduct on-the-spot designs through our proprietary PlayCreator software for customers. Our consultants have the ability to produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design to meet Sourcewell participating agency needs. Our consultants can also send information directly to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Once developed and finalized, designs (once approved) can then be transmitted to our internal system and scheduled for production. MATERIALS & INNOVATION: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. While we still use our Versalok® II clamping system, GatorGrip® for handrails, Flo-Coat® steel tubing, Mira-Cote® powder coating, Mira-Therm® for play structure steps, ramps, decks and bridges, Naturtek to replicate the actual look and feel of real rocks, trees and stumps, and Gelefish play component configurations, we've also been very busy developing brand new innovative play equipment! We are honored and excited to list a few of our state-of-the-art innovations below: PlayCubes® Sensory Additions have been a fantastic addition to our playground equipment offerings. PlayCubes® Sensory Additions make tactile, visual, and auditory engagement easy for all kids to experience! From spiraling spinners to a textured floor insert, these components inspire greater interaction not only on the playground, but within the community. Our Mighty Descent™ slide is another new addition to our products. We believe that everyone deserves to experience the distinct rush of sliding! Designed with an extra-wide bedway, Mighty Descent encourages visitors of every age and ability level to share in cross-generational fun as they race down its signature slope together.	

Our new PlayHills™ products provide our customers with a modern take on traditional hill play, PlayHills redefine new and existing play spaces through an abundance of climbing, sensory, and social activities that all community members can experience together.

We have a variety of new rope climbers to include Tianzi™, Naica™, and Quito™. Our new Tianzi products are designed for a wide variety of potential layouts. Tianzi features rope climbing nets with patterns that challenge kids' abilities. Additional features such as a rubber balance beam and bell culminate the experience, promising fun-filled adventure for any community. Our new Naica products are inspired by Mexico's Cave of the Crystals, Naica (pronounced Nī-Ka) combines triangular climbing nets with traditional components, such as the Mighty Descent, to encourage skill development through daring exploration. When connected to other rope products like Playworld's new Quito, it can form countless RopeScapes™ full of the subterranean adventure of its namesake. Thanks to its distinct design, Naica is sure to become the crowning jewel of any playground. Our new Quito (pronounced KEE-toe) is a freestanding net climber that takes kids on a journey to the center of the web. Its daring, distinctive design offers a commanding, compelling playground presence.

We also now offer PlaySoleil™ products to optimize community safety and minimize light pollution with PlaySoleil solar lighting, the low cost, eco-friendly answer to after-hours playground security.

Our PlayTown™ products were created with input from child development and inclusive play consultants to ensure that everyone is welcome. Each item is full of whimsical details to encourage solitary, social, and imaginative play. Clear lines of sight make supervision easy.

Our Sky Towers® now provides our communities with imaginative, innovative, and unforgettable Sky Towers to evoke the exciting sensation of climbing through the sky and being one with nature.

Our new Hex Quest™ collection consists of hexagonal climbers in a variety of configurations for kids to explore. Each hex is constructed of durable rotomolded plastic and features openings to provide kids with all kinds of play paths. As they choose how to move through geometric terrain, kids will build their decision-making skills and confidence along with their physical abilities. Caregivers can also keep watch easily thanks to clear sightlines. Available in numerous layouts with varying levels of difficulty, Hex Quest encourages your whole community to connect and have fun together. *

We also collaborated with The Rube Goldberg® Institute for Innovation & Creativity to develop Rube Goldberg® Miracle Machines™. These products feature levers, pulleys, slides, and switches for kids to manipulate, while also adding a touch of whimsy to any playground. These elaborate play panels are designed to thrill and engage the senses for everyone ages 2 and up, helping to develop cognitive and fine motor skills as well as provide insights into cause- and-effect relationships.

With our new Phyzics® Moon collection, children can feel as though they are able to soar past the stratosphere. These products feature a mix of climbing challenges, proprioceptive thrills, and social spots. This modern lineup encourages kids ages 5 – 12 years old to build their all-around skills, meet new friends, and create lifelong memories.

Our new Interactive Play panels engage children of all ages and abilities. These additions are a simple yet effective way to introduce accessible, sensory activity to community play spaces. These new panels allow children to flick colorful switches and listen to the ring of chimes.

We have developed two new, inclusive seesaws. Our Inclusive Seesaw features four seats strategically designed to allow those with mobility devices to easily transition on and off of the equipment. Handlebars are located in front of each seat for support, and an optional five-point harness is available. Additional users can also join the center. We also have our new Dennis Inclusive Seesaw, which is a fun new addition that is perfect for playground visitors of all ages and abilities. Each seat on the Dennis Inclusive Seesaw is located at transfer-level height for easy accessibility and is designed with an optional five-point harness that secures users. They were also designed with handles on the back to allow caregivers to join in the play, with an optional third user sitting in the center, using the arched rail as support.

Our Hyperbolix™ products present playground visitors with a web of challenges that test a child's proprioception and vestibular system. Rope netting and handlebars alternate on each side of the metal, octagonal frames for varied climbing. Its center can be left open for kids to go through, or it can be covered.

We also know that care providers need innovative products. So, we developed a new bench line for those moments when our playground visitors need to sit down and relax. Our Miracle + Best Buddies Buddy Bench line can provide a beautiful bench for our customers, while also supporting Best Buddies volunteers and programs serving individuals with Intellectual and Developmental Disabilities (IDDs) and their families.

		Our new Quiet Grove products were intentionally designed to create a cozy retreat for playground visitors by combining the calming essences of nature with sensory activities to help children ease the stress overstimulation can cause without having to leave the playground. Trusted by generations of parents, teachers, librarians, and children, The Very Hungry Caterpillar and Carle's other timeless storybooks come alive through our colorfully creative products, designed to engage minds as well as bodies, our whimsical character climbers inspire all members of a community to imagine, grow, and play together. Now, kids and community members can join the Caterpillar and Butterfly on a journey full of imagination, growth, and play through our whimsical character climbers. Our new Hungry Caterpillar products are constructed of glass fiber reinforced polymer. These 30" climbers are low maintenance, UV-stable, and lightweight yet durable—making them an easy way to add a touch of creativity to any play space. Inspired by the elements that sustain all life on earth, we developed four independent play events that work hand in hand. The first is our Twist product, which features a series of suspended steel rings. Twist helps kids grow their strength, balance, and coordination as they climb throughout their whimsical design. A Talk Tube and flex tread panel at the ground level also inspires social and sensory play for visitors. The second is our Rock product. The four sections of our Rock steel climber are designed at increasing heights and challenge levels. Flex tread cutouts and suspended panels allow kids to build their balance and coordination as they navigate across this unique terrain. The third is our Surf product. Surf features a combination of rope and flex tread panels; this play event creates a wave-like motion for kids of all ability levels to enjoy. Kids can shift their weight as they explore throughout the center or create movement by sitting and holding on to the handholds located on either end. And last but certainly not least is our new Burst product. Burst is intentionally designed to emulate a volcano! Sounds erupt from the sensory drum at the top of this creative climber. Kids reach its peak by scaling any of the three climbing paths surrounding the center, or hang out in the interior cozy space with friends.	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	While PlayPower seeks to bring communities together, inspire creativity, encourage healthy physical activity, and promote intellectual development through play across all ages, we also recognize that improving the health and wellbeing of a community begins by doing our part to sustain our planet by implementing environmentally friendly initiatives. That's precisely why we devote so much of our time and attention to our playgrounds and site furnishings. Simple design changes can make significant improvements in how children play, learn, and interact with nature. While PlayPower's overall goals are to create playground and recreational equipment that are fantastic for your budget while improving your overall community, we also strive to ensure that our equipment is friendly to Mother Nature as well. In order to ensure that our PlayPower teams are doing our part to preserve our planet, we recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Our PlayPower teams also take great pride in converting piles of used, disposed crumpled steel, along with truckloads of aluminum cans, and transforming this debris into stunning, innovative, state-of-the-art playground equipment. Our No Fault surfacing team has also prevented millions of tires from littering our US landfills by recycling them into colorful safety surfacing for playgrounds, beautiful walkways, and picturesque recreational areas with custom designed organizational logos. When our teams put recycling to work, we transform communities. We produce our equipment using as much recycled and recyclable material as possible, while still maintaining safety, durability and structural integrity. While PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, they are also made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's equipment is produced from at least 50% recyclable materials. Most importantly, our playgrounds are built with safety and longevity in mind. Our playgrounds are built to last for decades which drastically reduces carbon footprint. - PlayPower meets ISO 9001, ISO 14001 and OHSAS 45001 Standards - Other environmental initiatives: - All packing and shipping materials are 100% recyclable. - Recycling 95%+ of our waste. - Many of our raw materials contain 25% to 100% recycled content. - Reduced energy usage through conservation and lean manufacturing implementation. - Audits material content and operations for safety and environmental concerns *Please also see PlayPower sustainability brochure included with this RFP*	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower facilities meet ISO 9001, ISO 14001 Standards. Playworld was the first company in the industry to receive Cradle-To-Cradle certification. In 2012, Playworld's headquarters and manufacturing facilities in Pennsylvania were LEED certified by the U.S. Green Building Council.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CUSTOMER CONVENIENCE: PlayPower is the World's Largest, Fully Integrated Manufacturer. We have a large, 1,800+ group of professional sales representatives / distributors / vendors that are ready and able to serve Sourcewell's participating agencies. We have the most diversified line of products and services in the industry. No other businesses within the industry can compare to our user-friendly, effortless one-stop shop in recreational turnkey opportunities! Our multifaceted approach provides a significant advantage for Sourcewell agencies by making recreation and playground equipment purchases an effortless and stress-free process. INCLUSIVITY & CUSTOMIZATION: We actively use PlayCreator, a PlayPower exclusive proprietary software with safety & ADA accessibility in mind. Our proprietary playground design, rules-based PlayCreator software system only allows ADA compliant design. Our teams believe that fun does not discriminate, so play must not discriminate as well. Our commitment to all of our customers is to provide accessible playground equipment in order to promote a positive play experience for communities of ALL ages and ALL physical / social / emotional abilities. We fundamentally value and pursue inclusiveness by removing barriers that hinder childhood creativity and human development. With these values in mind, our engineering teams are constantly developing innovative equipment designs that are accessible, inviting, and immersive. Our PlayPower teams are excited to work with all Sourcewell participating agencies to ensure we design the recreational equipment that meets the needs of the communities they represent. Providing accessibility to the play space involves more than basic compliance with minimum accessibility requirements, standards, and laws. It means providing a safe and inviting space where community members of all abilities can unite and experience play together. PlayPower's playground equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas, while also giving our clients customizable creativity over their own projects. QUALITY PRODUCTS: PlayPower's commercial playground equipment, play structures, site amenities, shade products and dock systems etc. are manufactured utilizing proven processes that have been refined and enhanced over our combined 300+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: - Powder-coating paint system - Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs - Rotational molding machines, including the largest in our industry-- which provide the capacity for more innovative and fun products - Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycling process with minimal waste. - Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs - MIG/TIG weld stations - Robotic welding - Waterjet cutting - Fiberglass fabrication - Custom manufacturing – one of only a few playground manufacturers in the world to offer this - In-house CAD design team to help create your dream playground - All PlayPower representatives and installers are factory trained and certified - PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell agencies - PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood hemed, etc. - We have recently installed a Quality Vision System in our manufacturing that tracks parts through the plant and assists in problem solving to prevent incorrect or missing parts. PRODUCT SAFETY: Nothing is more important to our PlayPower teams than providing a safe, positive, welcoming environment for children to play. PlayPower has developed and maintained one of the most strenuous product testing programs in the industry. Our commitment to providing such an environment begins with meeting and / or exceeding safety performance specifications established by professional organizations and recognized regulatory bodies such as ASTM International, CPSC, CSA and EN. Our PlayPower brands not only comply with these standards and guidelines, but we also actively participate with ASTM and CPSC in their development. Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. Our teams have the knowledge and experience to ensure that maximum play value for children of all ages and abilities. Our staff maintains a very active role in the development and continuation of safety and performance guidelines and standards both within the U.S., and internationally. In fact, product safety is our core foundation before the concept phase of the development process even begins. Our team ensures that safety is our number one priority through monitoring both	*

		injury trends and market changes to proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We then rigorously test the safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed, and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirements of various standards, and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. Because customer safety and equipment reliability is our highest priority, our moving components and stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We are also active members of IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation / certification from the independent laboratory that our product(s) conform to the requirements of the indicated standard. We encourage our Sourcewell members to check the IPEMA website to confirm product certification as needed, which can be found by going to https://ipema.org. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed at https://ipema.org/. CONTINUING EDUCATION: PlayPower offers professional development continuing education courses for those who share our goal of creating and inspiring innovative play solutions for communities worldwide. PlayPower is partnered with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter, however, we also record our live webinars to provide on-demand courses through our learning management system. Educational professionals, architects, landscape architects, construction professionals, non-profit organization professionals, park and recreational department professionals, or even parents can take courses from any of our 30+ on-demand course offerings. If any of our Sourcewell customers have a desire to learn more about innovative play solutions for their projects, they can count on PlayPower to assist with their continuing education or professional development accreditation. PlayPower is an approved CE provider through the American Society of Landscape Architects (ASLA). FINANCING: Financing – While financing playgrounds is not typical, PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets ECONOMIC IMPACT: Soft Goods Assembly and Rotational Molding is completed in America which has ultimately created more employment opportunities within the American economy. Not all manufacturers complete this level of in-house rotational molding or manufacturing. COMMITMENT & REPUTATION PlayPower has well over 300 combined years of business experience and is 100% committed to Sourcewell and its agencies. We have many years of experience and proven success through our previous contracts with Sourcewell and we have an established rapport with many Sourcewell agencies already. Moreover, we assist in promoting the benefits of Sourcewell contracts and strive daily to demonstrate that the partnership between PlayPower, Sourcewell, and our valuable Sourcewell agencies grows stronger year after year.
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor,	As previous stated, PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent reps typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing

	technician travel, and geographic locations covered.	excellent service throughout the process, so if any of our Sourcewell members have any questions or concerns about their respective warranties, each of our brands have dedicated customer support teams that are always happy to help! Below you will find warranty information for each PlayPower brand. If any Playworld products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail for their essential purpose. Any return requests for items that are not in new condition, or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller and are not transferable. Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Playworld equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. A link to view Playworld's detailed warranty can be found here: https://playworld.com/wp-content/uploads/2024/01/Warranty.pdf. If any Miracle products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyers shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Miracle's invoice. Repaired and/ or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller and are not transferable. Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Miracle equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Miracle's detailed warranty can be found here: https://www.miracle-recreation.com/content/uploads/2024/01/MREC_2024-Warranties.pdf. If any products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyers shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped, prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or nonconforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the	

terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferable. Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Tikes equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Little Tikes detailed warranty can be found here: https://littletikescommercial.com/wp-content/uploads/2023/01/LTC_Warranty_2024.pdf.

If a No Fault Agreement is terminated or cancelled by the purchaser / customer for convenience, then purchaser / customer must immediately notify No Fault of cancellation in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809, or via email to the Director of Operations (David.Esslinger@nofault.com, Kevin.Hunter@nofault.com, and/or Rafael.Alzaga@nofault.com). All cancellations are subject to, 1) A Cancellation Fee; 2) A Restocking Fee; and 3) Reimbursement to No Fault for all costs incurred up to the date of cancellation / termination. Furthermore, all cancellations within two (2) weeks of the scheduled installation date will result in forfeiture of the total deposit amount, in addition to the Cancellation Fee, Restocking Fee, and applicable cost reimbursement. It is essential for customers to understand and acknowledge these terms and conditions prior to placing a No Fault order. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. No Fault takes great pride in ensuring our products meet or exceed industry standards therefore, if you encounter any issues that the warranty covers, please take a look at our warranty policy for how to further proceed: (https://nofault.com/about/manufacturing-and-warranty/).

At USA Shade, we strive to provide high quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy: 1) No Cancellations or Changes: Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing their purchase. 2) No Returns: Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering. 3) Product Quality Assurance: We take great pride in delivering high quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the products, please email your local USA Shade representative right away. 4) Warranty Coverage: Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please take a look at our warranty policy for more instructions on how to proceed (https://www.usa-shade.com/resources/warranty/). 5) Customer support: We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns, or if you need help with your order, your dedicated customer support team is here to help! Don't hesitate to contact us via our website's contact form (https://www.usa-shade.com/contact-us/), and we will gladly assist you! It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for our USA Shade products. Customers agree to abide by this return policy upon proceeding with their purchase.

Wabash Valley is committed to providing excellent service throughout your purchasing journey so if you have any questions or concerns, or if you need help with your order, your dedicated customer support team is always happy to help! Cancellations are only accepted with approval of Wabash Valley Manufacturing. No merchandise is to be returned without first obtaining written authorization from Wabash Valley Manufacturing, Inc. Please contact us for additional assistance at email (WVMSales@WabashValley.com), advise our customer service team of the invoice number, invoice date, and reason for the return. Any authorized merchandise must be carefully packed and in resalable condition to be accepted for return. A 25% re-stocking charge applies on all authorized returns when the error is not the fault of Wabash Valley. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our Wabash Valley products are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: https://wabashvalley.com/pages/warranty.

		EZ Dock cancellations are only accepted with the approval of our EZ Dock customer service team. The customer / purchaser must notify EZ Dock of their cancellation request, in writing, no less than 2 weeks before the scheduled shipping date. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the order can be canceled. All orders that fall within two weeks of the scheduled ship date are considered final sales and are unable to be cancelled. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be cancelled at any time. Returns are only accepted with the approval of EZ Dock, Inc. The customer / purchaser must notify EZ Dock of their return request. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the product is able to be returned. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be returned at any time. If the return is approved by EZ Dock, a 20% re-stocking charge will be applied on all returned merchandise. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our EZ Dock products are backed by a warranty. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: https://www.ez-dock.com/content/uploads/2024/05/EZ-Dock-Limited-Warranties-2024.pdf. If any Soft Play products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Soft Play in writing at 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 USA. Buyer agrees to promptly notify Seller of any defects immediately upon detection. Upon verification of warranty coverage, Soft Play may elect, in its sole discretion, to repair defective or non-conforming products, or replace them. During the stated warranty period the Seller shall service any play elements which were defective without charge to Buyer. Seller shall retain the right to close the operations of the Play Unit during any time that repairs are being made. Seller shall not be required to make any repairs or replace any parts if damage to the Play Unit is caused by vandalism, abuse, or by extraordinary wear and tear. Parts required which are not defective shall be replaced at additional cost to Buyer. Buyers shall not return any products to Soft Play unless authorized by Soft Play to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at the guidance from your Soft Play Customer Service Representative. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Repaired and/ or replacement part(s) are warranted only for the remaining balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Soft Play or a Soft Play authorized reseller and are not transferable. Warranties apply only to Soft Play products that are erected and installed in conformance with Soft Play's installation instructions, and that are maintained and inspected in conformance with Soft Play maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Soft Play equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Soft Play's full warranty will be included in this RFP. We also encourage our customers to visit our website if they have any additional questions or want any additional information https://www.softplay.com/.	

47	Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.	It is important to note that when our PlayPower teams design and develop customized playground equipment, we intentionally use PlayCreator software. PlayCreator is a proprietary software that automatically factors Safety & ADA Accessibility into the equipment model as the design is being built. Our design software automatically functions as a rules-based software system that commands or prompts our designers to build only ADA compliant designs and provides instant feedback when ADA compliance is achieved. Our outdoor playground brands each go above and beyond ADA standards and create truly inclusive play spaces. Little Tikes Commercial partners with Unlimited Play, a non-profit organization that uses universally accessible playgrounds to build environments where individuals on all levels can connect for a common cause. For more information about this inclusive program, we encourage our customers to visit: https://littletikescommercial.com/unlimited-play/ Miracle Recreation has teamed up with Best Buddies International, a 501(c)(3) non-profit organization dedicated to supporting individuals with intellectual and developmental disabilities (IDD). For more information about this program, we encourage you visit https://www.miracle-recreation.com/best-buddies Playworld has created the 8 Keys to Inclusion, and an in-depth inclusive play design guide resource for Landscape Architects, Designers and communities. For more information about this program, please feel free to visit https://playworld.com/inclusive-play/ Creating truly inclusive play spaces requires the right type of surfacing! No Fault surfacing has a variety of inclusive unitary surfacing options, including Poured in Place (PIP). For more information, please visit our website at https://nofault.com/about/inclusion/ PlayPower is also partnering with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter however, we also record our live webinars in order to provide on-demand courses through our learning management system. Our local representatives are able to take part in these courses to ensure that their design strategies are innovative and inclusive. Detailed information can be found here: https://playpower.com/continuingeducation/
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA, and EN standards.
49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	At Little Tikes Commercial, we understand that the materials used in playgrounds are just as important as the design and functionality. That's why we use only the highest-quality materials, engineered for durability, safety, and fun. A three-step finishing process for posts fortifies high-tensile, cold-formed steel, resulting in exceptional durability, color fastness, and corrosion resistance. The steel we use is incredibly strong yet lightweight, making it ideal for creating the intricate shapes and structures of our play equipment. Even steel needs a little support sometimes though, so we use Zincrich internal coating on tubes including weldments. We also use Flo-Coat pure zinc galvanizing on the surface of the tubes. The process involves a continuous galvanizing technique where steel tubing passes through a molten bath of pure zinc, resulting in a uniform coating on the surface. Pure zinc offers excellent corrosion resistance, which is critical for extending the life span of steel products exposed to moisture and corrosive elements. We finish with polyester dry powder coating for vibrant color. We then coat every deck with vinyl to minimize heat transfer and promote resilience against aging and corrosion. This process makes the surface more comfortable for children. Compound resin gives our rotomolded products exceptional impact, durability, strength, and UV resistance. The color goes beyond the surface. Since it's integrated into the material, it's resistant to fading and chipping, even with prolonged exposure to the elements. Our Kid Builders structures support kids while they climb by utilizing a nonslip clamp design that's twice as strong as aluminum alloy clamps and includes tamper-resistant hardware. Our Play Builders structures feature the Direct Connect system that provides a unique dual-tempered fastener, adding strength and durability to the self-drilling tip and threads. For more information, please visit: Little Tikes Commercial: https://littletikescommercial.com/about/materials-manufacturing-process/ At Miracle Recreation, our products are manufactured in our state-of-the-art production facility in Monett, Missouri, from materials as safe, high-quality and durable as they are fun by an expert staff of designers, innovators, engineers and fabricators. Our play equipment and structures are sturdy enough to withstand hundreds of kids playing every day, in all types of weather, so children and families can continue to enjoy them for years to come. Each piece of Miracle Recreation equipment is carefully designed for safety and undergoes rigorous testing to ensure that it meets the highest standards. We're committed to providing equipment that meets and/or exceeds the performance safety specifications established by

organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. Miracle developed this innovative clamp design, Versalok, which makes installation more efficient by eliminating the need to stack multiple clamps. The clamps are made from a recycled aluminum alloy for added strength and durability and feature stainless-steel fasteners that resist tampering. The Gator Grip handrails and rungs of our play components feature this unique 3D textured pattern that is available only from Miracle. This textured surface was specially designed to provide a safe and comfortable grip for kids' hands and makes it easy for them to make their next moves on our equipment. We utilize a five-stage painting process starting with our stainless-steel pre-treatment system with super-durable polyester paint that delivers maximum corrosion protection in your choice of color combinations for your play environment. The Monett facility contains more than 50,000 square feet dedicated to state-of-the-art fabrication equipment and welding technologies. From tube laser cutting to our 6000W fiber-sheet laser cutter, we provide the highest level of precision cutting coupled with advanced software to minimize waste. Our welders are certified through the Canadian Weld Bureau (CWB) and we have our own CWI-certified inspector on staff, so you're assured that you receive the most durable, well-built products on the market. Our textured PVC coating produces a durable, slip-resistant surface that is ideal for high-traffic areas and provides insulation against extreme temperatures. It's available in your choice of six standard colors: red, blue, brown, tan, green or gray. Our rotational-molding facility is the most advanced in the industry. This facility houses nine rotational-molding machines with an in-house twin-screw extrusion for compounding resin that provides superior strength and durability with advanced color fastness and UV resistance — all fully supported by our highly trained rotational-molding technicians and backed with the most advanced testing equipment available. For more information please visit Miracle Recreation: https://www.miracle-recreation.com/about-us/our-innovative-difference/

Playworld exists to unite communities through innovative and authentic play, creating equal play opportunities for all. Craftsmanship is our hallmark. We hold true to our high-quality manufacturing heritage, building every playground with passion and pride to enrich the lives of all through unstructured, outdoor play. Our products are made in the U.S.A., in our central Pennsylvania manufacturing facility, from domestic and foreign content. Only a few pieces of miscellaneous hardware, ropes, and mechanisms are made in modern factories in Germany and China and purchased through U.S. companies. This means that we have the utmost control over processes, materials, and testing, so we can guarantee quality through and through. Our super durable polyester powder coating is one of the longest lasting paint finishes in the industry, with the ability to resist abrasion, corrosion, and mechanical damage. We also increased UV resistance against color fading and color change to ensure that colors stay bright for years to come. Our HDPE Plastic is color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning. Our superior rotomolded plastic contains a high bond strength with improved surface contact. It holds superior color fastness while also maintaining UV resistance. It is made from 100% virgin thermally compounded resin with greater impact resistance over dry-blended plastic resin. Our Playworld easy-to-Install clamps, made of die cast aluminum, are built for precision fit and 360° compression. Our decks, platforms, and stairs contain Strong and Durable (LC) construction that is reinforced with extra support beams, then covered by a clean, safe, and colorful PVC coating. Our products are highly rust and fade resistant. We've baked our materials in dry Arizona sun and wet Florida heat to ensure superior resistance to rust and fading. Our materials and finishing are tested in 4,000 hours of salt spray. We take our products through a complete system that helps to prevent the formation of rust while also making it resistant to corrosion. This system prevents gloss and color fading while looking great for years to come. When we incorporate new materials into our products, we test them to the breaking point—even if that's hammer blows at -20°F. It's our responsibility to expect the unexpected extremes, so we test with blowtorches, wheelbarrow strikes, and more. We even test our electronics under water to ensure that our equipment is highly durable. For more information, please see Playworld: https://playworld.com/craftsmanship/

No Fault manufactures the highest quality safety surfacing in the industry while also preventing millions of tires from littering landfills in the United States! Our surfaces are constructed using premium materials and processes to withstand generations of activity in your community. No Fault surfaces are built to last with minimal routine maintenance. Our Poured-In-Place Surfacing (PIP) is a rubber surfacing comprised of two layers that is poured in place on-site to create a unitary surface for endless applications. The base cushioning layer consists of shredded recycled rubber tires. The top layer consists of Ethylene Propylene Diene Monomer (EPDM) which is made mostly from recycled materials, or Thermoplastic Vulcanizates (TPV) rubber granule and a binder to hold the granules together. Our Loose Rubber Mulch is made from 100% recycled rubber nuggets. The rubber comes from recycled tires. It is organically colored with UV protectors and is non-toxic. Bonded Rubber Mulch from No Fault consists of a single pour of shredded rubber mulch made from recycled rubber. It is blended with traditional polyurethane adhesive binder and poured in place to create a unitary surface. The Synthetic Turf from No Fault features proprietary sports performance fibers that are made from polyethylene slit tape. For more information, please visit No Fault: https://nofault.com/about/manufacturing-and-warranty/.

50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	
51	Describe how your offering addresses the customer's desire to customize the offering.	All PlayPower brands can provide customization. Our playground engineers are able to design and customize to just about any imagination to include themed playgrounds.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	Details are below.	*
53		Minority Business Enterprise (MBE)	(•) Yes ( ) No	Representative Business Name: Hasley Recreation, Inc. Territories Serviced: Georgia and Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company	*
54		Women Business Enterprise (WBE)	(•) Yes ( ) No	Representative Business Name: Webuildfun, Inc Territories Serviced: Texas, New Mexico, Michigan, Florida PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Site Specifics LLC Territories Serviced: Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Hasley Recreation, Inc. Territories Serviced: Georgia, Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company	*
55		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	N/A	*
56		Veteran-Owned Business Enterprise (VBE)	(•) Yes ( ) No	Representative Business Name: Playworx Territories Serviced: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	N/A	*

58		Small Business Enterprise (SBE)	(•) Yes ( ) No	Representative Business Name: All Inclusive Rec LLC Territories Serviced: Missouri, Kansas, Illinois PlayPower Brand Representative: Little Tikes Commercial Representative Business Name: Creative Recreation LLC Territories Serviced: Connecticut, Rhode Island, Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Park Place Recreation Designs, Inc. Territories Serviced: South Texas PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Garrett & Company, Inc. DBA Garrett Parks & Play Territories Serviced: Utah, Idaho, Montana, Western Wyoming PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Playworx Territories Serviced: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company	*
59		Small Disadvantaged Business (SDB)	( ) Yes (•) No	N/A	*
60		Women-Owned Small Business (WOSB)	(•) Yes ( ) No	Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

61	Describe your payment terms and accepted payment methods.	We do not typically accept payments direct to PlayPower. Once the equipment is manufactured and has shipped to the customer's assigned shipment destination, an invoice is simultaneously mailed to the customer's address from the corresponding PlayPower company with payment terms of 30 days from date of the invoice. Payments may be made to the respective brand directly (ie. Miracle, Little Tikes, Playworld, No Fault, Soft Play, Wabash Valley, EZ Dock, or USA Shade) however payments are often submitted to the local brand distributor / vendor directly. Please refer to the local representative / distributor for detailed payment information. In order to confirm representative / distributor information, PlayPower has provided Sourcewell with a list of our representatives for each brand with this RFP. We also include links below to further assist our Sourcewell participating agencies with locating their local representative/distributor: - Miracle's Rep Locator can be found here: https://www.miracle-recreation.com/contact/rep-locator/ - Little Tikes Rep Locator can be found here: https://littletikescommercial.com/find-a-rep/ - Playworld's Rep Locator can be found here: https://playworld.com/find-representative/ - EZ Dock's Rep Locator can be found here: https://www.ez-dock.com/find-a-dealer/ - USA Shade's Rep Locator begins at this link: https://www.usa-shade.com/request-a-quote/ - Wabash Valley's Rep Locator begins at this link: https://wabashvalley.com/pages/contact - No Fault's Rep Locator can be found here: https://nofault.com/find-a-rep/ - Soft Play's Rep Locator begins at this link: https://www.softplay.com/contact-us/ Sourcewell members will also have a designated PlayPower contact for questions regarding our Sourcewell contract. Should questions arise, they can reach out to PlayPower's designated Sourcewell Contracts Manager, Brandy Clory, at brandy.clory@playpower.com for assistance. PlayPower's accepted payment methods are check, wire, ACH, and Credit Card.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	If budget is a concern for our customers with their playground purchases, they have the ability to take advantage of a government financing program through NCL Government Capital. PlayPower has partnered with NCL to offer Sourcewell agencies with a complete suite of finance solutions. NCL is the only Sourcewell-awarded vendor offering government financing programs to the cooperative members. The power of cooperative purchasing now stands even stronger. Agencies can purchase the highest quality recreation and playground equipment in the industry with a competitively bid PlayPower Inc. contract and finance that new purchase with a competitively bid government financing program through NCL Government Capital. NCL (Sourcewell contract #092424-NCL) and is an industry expert in municipal financing solutions The NCL website can be found here: https://nclgovcap.com/sourcewell/. NCL offers leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL. To further assist our customers, we have noted links to our funding / financing resources within each brand's website: - Miracle: https://www.miracle-recreation.com/planning/budgeting-and-grants/leasing-financing/ - Little Tikes Commercial: https://littletikescommercial.com/funding/financing/ - Playworld: https://playworld.com/financing/ - Soft Play: https://www.softplay.com/resources/capabilities/financing/ - EZ Dock: https://www.ez-dock.com/contact-form/ - Wabash Valley: https://wabashvalley.com/pages/contact - No Fault: https://nofault.com/resources/ - USA Shade: https://www.usa-shade.com/resources/funding/	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement	Customer agrees to regularly inspect and maintain their purchased equipment, and to provide, inspect and maintain appropriate safety	

	(order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	surfacing under and around the equipment, in accordance with the appropriate product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety. - In the event of payment default, each of our PlayPower brands shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customers agree to assist and cooperate with each of their respective PlayPower representatives and / or PlayPower team members, to accomplish its filing and / or enforcement of liens with respect to the equipment or its location or its repossession of the equipment. Customer expressly waives all rights to possess the equipment after an event of default. All remedies are cumulative and not alternative, and no exercise (by each of our respective brands) of a remedy will prohibit or waive the exercise of any other remedy. - Our PlayPower brands make no equipment warranties except for those standard warranties noted. Each of our brands specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for incidental or consequential damages. Customer agrees to defend, indemnify, and save PlayPower and their respective brands, harmless from all claims of any kind for damages of any kind arising out of customers alternation of the equipment, its failure to maintain the equipment, its failure to properly supervise equipment use, or its failure to provide and maintain appropriate types and depths of safety surfacing beneath and around the equipment in accordance with respective installation and owner's manuals and the most current Consumer Product Safety Commission Handbook for Public Playground Safety. - Upon receipt of equipment / materials, until all contractual payments due hereunder are paid in full, customer shall not: (1) permit the equipment / materials to be levied upon or attached under any legal process; (2) transfer title to the equipment / materials or any of customer's rights therein; or (3) remove or permit the removal of the equipment / materials to any location without signed and written permission from a PlayPower corporate officer or a PlayPower authorized signatory. - PlayPower and their respective brands will retain full title to all equipment until full payment is received. Upon acceptance of equipment / materials, customer then assumes all risk of loss, destruction of, or damage to the equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, customers must insure the equipment against all such losses and casualties. - Our PlayPower brands may elect to waive a default hereunder, or under any invoice or other agreement between customer and PlayPower and their respective brands, or cure such a default at customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by a PlayPower corporate officer or a PlayPower authorized signatory. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PlayPower and their respective brands hereunder or under any invoice. - A fully executed order, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive exchange / agreement between all parties. A Change Order is a written instrument signed by the customer and PlayPower, their respective brands, and / or their authorized representatives stating their agreement as to any amendment in the terms of the original order. The customer acknowledges that Change Orders may result in delays and additional costs beyond the original agreement. The parties agree that all Change Orders should include appropriate adjustments in price and time frames relating to any requested amendments. Upon agreement and full execution of the terms of a change of order, the most current agreement shall supersede previous agreements and become binding.	*	

		- Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.	
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, unfortunately the benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds $50,000 so the real benefits of P-card would not be recognized.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated above, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): - $1,500,000 to $2,999,999 = 1% rebate - $3,000,000 to $4,999,999 = 2% rebate - $5,000,000 and up = 3% rebate	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At PlayPower, we are able to deliver a multifaceted approach by making recreation and playground equipment purchases an effortless and stress-free process for Sourcewell participating agencies. Our representatives are able to supply a variety of open market products and services, customized to meet the individual needs of Sourcewell agencies. Open-market products and services are coordinated by our independent representative / distributor networks and may vary in availability depending on location, size, and scope of the project. While PlayPower doesn't typically bill the customer directly, in the event we are directly billing, PlayPower will simply do a pass through on these services without adding a mark-up on the price agreement.	*

69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only that are procured, or more often, a turnkey solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. These services are not automatically provided upon purchase unless they are specifically requested and agreed upon by the customer and PlayPower or their respective affiliates. These services may be coordinated by our independent representative / distributor / vendor networks and must be noted in the written agreement and agreed to by both the customer and PlayPower or their respective brands / distributors. In the event PlayPower is billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size, and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal. Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs will vary based on destination and equipment weight, therefore freight will be evaluated by our PlayPower shipping departments and quoted by our affiliates as a separate line item. PlayPower does not apply discounts to freight, however, our shipping department promises to provide the best available rate and pass that rate along to our Sourcewell agencies during the quoting process.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges will be evaluated on a case-by-case basis by PlayPower's shipping department, according to the customer delivery location and degree of transport complexity. The best available rate and service will then be passed on to the Sourcewell member during the quote process. Orders will not be processed without first notifying the Sourcewell member of the associated cost of freight.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Whenever necessary, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. This reduces cargo handling, improves security, reduces potential for damage and loss, and also allows freight to be transported faster. Ultimately these transportation methods not only reduce freight costs for our Sourcewell members, but they also preserve the integrity of their equipment / materials during transport.	*

73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system immediately prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO before they are able to proceed with the order. The order entry system also checks to ensure minimum discount compliance. Sourcewell orders are reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. Sourcewell sales tracking is included in PlayPower's corporate budgeting process. PlayPower has a dedicated Sourcewell contracts manager to specifically assist Sourcewell members and internal PlayPower representatives / vendors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy.	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	PlayPower has a dedicated Sourcewell Contracts Manager to specifically assist Sourcewell agencies and internal PlayPower representatives / distributors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy. Quarterly reporting conducted by our dedicated Sourcewell contract manager will offer a precise measure of our success with our Sourcewell contract. Our contracts manager will also be responsible for forwarding Sourcewell training opportunities to PlayPower staff members and representatives, in addition to providing contractual updates to the PlayPower team.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to Sourcewell members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We greatly appreciate the Sourcewell customers that we serve, and we intend to continue to provide them with a positive experience, along with offering them the best possible pricing.	*

Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Playground Equipment Fitness Equipment Shade structures – freestanding and playground equipment integrated Safety Surfacing – unitary, loose fill, tile, rubber Boat Docking Systems – boat & PWC lifts, swim platforms Indoor contained play systems Site amenities, benches tables etc. Outdoor Recreational furnishings
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Custom Play Equipment Freestanding play equipment ADA/Inclusive Playground Equipment Rocks and Rope Play Nature Play Play Sculptures Musical Play Early Childhood Play Equipment Outdoor Park Benches Outdoor Tables / Picnic Tables Litter Receptacles Bollards Planters Outdoor Grills Adult & Youth Outdoor Fitness Equipment Outdoor Training Systems Sports Equipment Surfacing – unitary, loose fill, tile, rubber pour-in-place Slides Sports Courts Modular Docking Systems Boat Lifts PWC Lifts Kayak & Canoe ADA Accessible Launches Access Walkways & Floats Habitat Observation Platforms Waterway Work Platforms Mining Platforms Wetlands Walking Trails Fishing Piers Swimming Platforms Campsite Platforms Specialty Equipment ADA Accessible Ramps Concrete Curbing Sidewalks Site Inspections Equipment Installation & All Corresponding Site Works

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Include which ones you are offering
79	Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to: a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;	○ Yes ◉ No	See comments below.

80	Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to: a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings	○ Yes ◉ No	See comments below.	*
81	Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to: a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.	○ Yes ◉ No	See comments below.	*
82	Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to: a) Playgrounds and at least one of the following: b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above).	◉ Yes ○ No	PlayPower's EZ Dock brand has been helping industrial, commercial, government and residential clients get better access to the water through our floating boat docks for many years. We design all of our EZ Dock products to be fully customizable. Our Wabash Valley brand offers site amenities such as outdoor benches, picnic tables, bike racks, and waste receptacles that add functional and beautiful accessories to any outdoor space. USA Shade provides fabric shade structures which can be a great addition over playground equipment, site amenities, or as an independent structure. Our No Fault brand offers durable, high quality safety surfacing as a perfect addition to any of our playground systems or as standalone décor for a beautiful outdoor walkway. Little Tikes, Miracle Recreation and Playworld are known for encouraging outdoor active play and exercise for children and adults alike, by manufacturing different styles of fitness equipment / fitness stations. Our durable, user-friendly outdoor fitness stations help develop physical skills such as strength, coordination, and balance which are often accompanied by signs or illustrations explaining how to properly use the equipment. Our Little Tikes, Miracle, Playworld, and Softplay brands combined deliver innovative playground solutions for all ages and abilities that exceed safety standards, foster greater inclusion, and last for generations. Together, our PlayPower brands are excited to show our Sourcewell members how powerful play can be!	*
83	Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.	◉ Yes ○ No	In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work may be provided.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - !Sourcewell Contract #101625 PlayPower Price Lists.zip - Wednesday October 15, 2025 23:49:40
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - !PlayPower-Marketing.zip - Thursday October 16, 2025 15:05:34
- WMBE/MBE/SBE or Related Certificates - !PlayPower Rep Lists.xlsx - Thursday October 16, 2025 00:22:36
- Standard Transaction Document Samples - !PlayPower COI - Warranties.zip - Thursday October 16, 2025 15:14:28
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brandy Clory, Contracts Manager, PlayPower Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	☑	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	☑	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	☑	2

ITEM 7.E
High Intensity Drug Trafficking Grant funding from the Seminole County Sheriff's Office

Request

Accept and authorize the Chief of Police to execute the High Intensity Drug Trafficking (HIDTA) Agreements (Grant HIDTADEA26) with the Seminole County Sheriff's Office in the amount of $60,310.00.

Explanation

The Kissimmee Police Department (KPD) is a participating agency with the High Intensity Drug Trafficking (HIDTA) Task Force. The program allocates subrecipient's reimbursements up to $60,310.00 over a two-year period for overtime, vehicle lease and fuel expenses.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15000331-331200	HIDTADEA26	Increase	$60,310	
15030601-501414	HIDTADEA26	Increase	$38,230	
15030603-504444	HIDTADEA26	Increase	$14,880	
15030203-505259	HIDTADEA26	Increase	$7,200	

Financial Summary:

This grant is a reimbursement grant for overtime, vehicle lease and fuel expenses with reports filed quarterly.

Recommendation

Approval to accept the HIDTA grant funding, authorize the Chief of Police to execute the HIDTA grant with the Seminole County Sheriff's Office for $60,310.00 in payments over the grant period, and adjust the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. HIDTA 2026 Subrecipient Agreement - Kissimmee Police Department

SEMINOLE COUNTY SHERIFF'S OFFICE
SUBRECIPIENT AGREEMENT FOR THE
HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM
(HIDTA)

THIS AGREEMENT made and entered into the _____ day of _____, 2025 by and between Dennis M. Lemma, as Sheriff of Seminole County on behalf of the Seminole County Sheriff's Office whose address is 100 Eslinger Way, Sanford, Florida 32773, a Constitutional Officer of the political subdivision of Seminole County, State of Florida, holding tax exempt status, hereinafter referred to as "SCSO" and the Kissimmee Police Department whose principal and local address is 8 North Stewart Ave., Kissimmee, FL 34741 hereinafter referred to as "SUBRECIPIENT." SCSO and SUBRECIPIENT are collectively referred to herein as the Parties.

***WITNESSETH*:**

WHEREAS, on July 03, 2026, the Executive Office of the President, Office of National Drug Control Policy awarded a grant to SCSO for the High Intensity Drug Trafficking Areas (HIDTA) Program (Grant #HID0326G0677-00) for a period of two (2) years beginning on January 1, 2026 which is attached as Exhibit C, Grant Agreement; and

WHEREAS, SUBRECIPIENT as a member of Central Florida HIDTA acknowledges the obligations of participation in the program; and

WHEREAS, SCSO, as a fiduciary of Central Florida HIDTA desires to reimburse SUBRECIPIENT for its performance to support the activities, programs and projects of Central Florida HIDTA upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a). The term "SUBRECIPIENT" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees participating in activities of Central Florida HIDTA under this Agreement.

(b). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(c). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter

into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUBRECIPIENT certify they are authorized to bind SUBRECIPIENT fully to the terms of this Agreement.

(d). Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement .

(e). When the term "law" is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(f). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting SUBRECIPIENT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of SCSO for any purpose, or in any manner, whatsoever.

(g). Persons employed by SUBRECIPIENT to participate in the functions of Central Florida HIDTA pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to SCSO's officers and employees either by operation of law or by SCSO.

(h). No claim for reimbursement by SUBRECIPIENT not specifically provided for herein shall be honored by SCSO.

SECTION 2: SUBRECIPIENT RESPONSIBILITIES.

(a). SUBRECIPIENT acknowledges that funding for HIDTA operations is in the form of a federal grant and agrees to abide by all requirements set forth in the Grant Agreement in Exhibit C and the HIDTA Program Policy and Budget Guidance Manual located on the National HIDTA Assistance Center (NHAC) website at http://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidelines2017.pdf .

(b). SUBRECIPIENT shall be responsible for submittal of reimbursement requests in a format acceptable to SCSO as detailed in Section 7 of this Agreement.

(c). Neither SCSO's review, approval or acceptance of, nor payment of any reimbursement invoice, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. SUBRECIPIENT shall be and remain liable to SCSO in accordance with applicable law for all damages to SCSO caused by SUBRECIPIENT's negligent or improper reimbursement requests. SCSO is responsible to validate such damages or loss to SUBRECIPIENT.

(d). The rights and remedies of SCSO, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(e). SUBRECIPIENT shall disclose any potential conflicts of interest to this Agreement to SCSO prior to execution of the Agreement or if discovered after execution, as soon as SUBRECIPIENT is aware of the potential conflict of interest.

SECTION 3: SCSO RIGHTS AND RESPONSIBILITIES.

(a). SCSO shall reasonably cooperate with SUBRECIPIENT in a timely fashion as set forth in this Section.

(b). SCSO shall furnish a SCSO Representative, as appointed by the Designated Representative to administer, review and coordinate the payment of all reimbursement requests.

(c). SCSO shall make SCSO personnel available where, in SCSO's opinion, they are required and necessary to assist SUBRECIPIENT. The availability and necessity of said personnel to assist SUBRECIPIENT shall be determined solely at the discretion of SCSO.

(d). SCSO shall examine all of SUBRECIPIENT's reimbursement requests and indicate SCSO's approval or disapproval within a reasonable time so as not to materially delay the reimbursement of SUBRECIPIENT.

(e). SCSO shall transmit instructions, relevant information, and provide interpretation and definition of SCSO policies and decisions with respect to matters pertinent to the reimbursements covered by this Agreement.

(f). SCSO shall give written notice to SUBRECIPIENT whenever SCSO's Designated Representative knows of a development that affects the performance of this Agreement.

SECTION 4: REIMBURSEMENT.

Reimbursement requests, and all financial matters, shall be as set forth in Exhibit A, Reimbursement Procedures.

SECTION 5: INVOICE PROCESS.

(a). Invoices shall be submitted in the format in Exhibit D. Invoices shall be submitted on a quarterly basis to the appropriate HIDTA Group Supervisor for approval no later than fifteen (15) days following the end of the prior quarter. For this agreement, the end of each quarter is the months of December, March, June and September. Invoices without disputable items will be processed for payment within thirty (30) days of receipt of an approved invoice by SCSO.

(b). SUBRECIPIENT will be notified of any disputable items contained in invoices submitted by SUBRECIPIENT within fifteen (15) days of receipt by SCSO with an explanation of the deficiencies.

(c). SCSO and SUBRECIPIENT will make every effort to resolve all disputable items contained in SUBRECIPIENT invoices.

SECTION 6: TERM/LENGTH OF AGREEMENT.

(a). This Agreement shall commence January 1, 2026 and shall terminate on December 31, 2026 or until terminated pursuant to the terms of this Agreement.

SECTION 7: DESIGNATED REPRESENTATIVES.

(a). SCSO designates SCSO's Procurement and Agreements Manager or his/her designated representative, to represent SCSO in all matters pertaining to and arising from this Agreement.

(b). SCSO's Procurement and Agreements Manager, or his/her designated representative, shall have the following responsibilities:

(1). Transmission of instructions, receipt of information, and interpretation and definition of SCSO's policies and decisions with respect to this Agreement.

(2). Giving prompt notice to SUBRECIPIENT whenever SCSO's designated representative knows of a change necessary in the project.

(c). Until further notice from SCSO, the designated representative for this Agreement is:

Barbara Taylor, CPPO
Procurement and Agreements Manager
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773

(d). SUBRECIPIENT's designated representative is:

Charles Broadway
Chief of Police
Kissimmee Police Department
8 N. Stewart Avenue
Kissimmee, Florida 34741

SECTION 8: EMPLOYEES

(a). SUBRECIPIENT may engage employees at its discretion and is responsible for all such employees.

(b). SUBRECIPIENT shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(c). SCSO will not intentionally award publicly-funded contracts to any SUBRECIPIENT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act* (*INA*)]. SCSO shall consider the employment by SUBRECIPIENT of unauthorized aliens, a violation of Section 274A (e) of the *INA*. Such violation by SUBRECIPIENT of the employment provisions contained in Section 274A (e) of the *INA* shall be grounds for termination of this Agreement.

(d). If applicable, in accordance with Section 216.347, *Florida Statutes*, SUBRECIPIENT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(e). SUBRECIPIENT shall advise SCSO in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(f). SUBRECIPIENT shall not knowingly engage in any action that would create a conflict of interest in the performance of that actions of any SCSO employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 9: ACCESS TO RECORDS/AUDIT /PUBLIC RECORDS.

(a). SUBRECIPIENT shall maintain books, records, documents, time and costs accounts and other evidence directly related to this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b). SUBRECIPIENT shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of this Agreement and date of final payment, or date of termination of this Agreement.

(c). SCSO may perform, or cause to have performed, an audit of the records of SUBRECIPIENT regarding payments issued hereunder. This audit shall be performed at a time mutually agreeable to SUBRECIPIENT and SCSO subsequent to the close of the final fiscal period of the agreement. Total compensation to SUBRECIPIENT may be

determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to SUBRECIPIENT. If such audit confirms that SUBRECIPIENT was underpaid, SUBRECIPIENT shall submit an invoice to SCSO within fifteen (15) days of notice of underpayment for the balance owed. Conduct of this audit shall not delay payments as required by this Section. SUBRECIPIENT shall have no obligation to pay any costs incurred in any audit performed by SCSO or at SCSO's direction and such costs shall be the sole obligation of SCSO.

(d). In addition to the above, if Federal, State, County, or other entity funds are used for services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of SUBRECIPIENT which are directly pertinent to this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e). In the event of any audit or inspection conducted reveals any overpayment by SCSO under the terms of the Agreement, SUBRECIPIENT shall refund such overpayment to SCSO within thirty (30) days of notice by SCSO of the request for the refund.

(f). SUBRECIPIENT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 10: DEBARMENT AND SUSPENSION

Federally awarded contracts must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM). By executing this Agreement, SUBRECIPIENT is certifying SUBRECIPIENT is not currently on this list and will immediately notify SCSO if SUBRECIPIENT is placed on the list.

SECTION 11. ANTI-LOBBYING AMENDMENT

By executing this Agreement, SUBRECIPIENT is certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award.

SECTION 12: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a). This Agreement is to be governed by the laws of the State of Florida.

(b). Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

SECTION 13: *FORCE MAJEURE*.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 14: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a). This Agreement, together with the exhibits, if any, constitutes the entire integrated Agreement between SCSO and SUBRECIPIENT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b). This Agreement may only be amended, supplemented, terminated or modified by a formal written amendment.

(c). Any alterations, amendments, deletions, termination or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 15: NOTICES.

(a). Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b). For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1). For SCSO:

Barbara Taylor, CPPO
Procurement and Agreements Manager
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773

(2). For SUBRECIPIENT:

Charles Broadway
Chief of Police
Kissimmee Police Department
8 N. Stewart Avenue
Kissimmee, Florida 34741

(c). Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. SUBRECIPIENT agrees not to claim any waiver by SCSO of such notice requirements based upon SCSO having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of SUBRECIPIENT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 16: WAIVER.

The failure of SCSO to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to SCSO hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force. The failure of SUBRECIPIENT to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right of privilege granted to SCSO hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 17: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 18: SEVERABILITY/CONSTRUCTION.

(a). If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the

application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b). All provisions of this Agreement shall be read and applied in *pari materia* with all other provisions hereof.

SECTION 19: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 20: GRANT INFORMATION

See Exhibit B, Required Grant Information for information required for all subawards to this Federal Grant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: SCSO and SUBRECIPIENT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

Kissimmee Police Department

Witness

Authorized Agent for SUBRECIPIENT

Date: 7-14-26

Seminole County Sheriff's Office

Witness

Lisa Spriggs
Chief of Administrative Services

Date: _____

EXHIBIT A
REIMBURSEMENT PROCEDURES

SUBRECIPIENT shall provide reimbursement documentation to SCSO for agents participating in HIDTA sponsored task forces as outlined below.

Availability of funds for reimbursement is determined by the Central Florida HIDTA Executive Board. Not all categories listed are eligible for all agencies.

Requests for reimbursement shall be submitted on a quarterly basis to the HIDTA Group Supervisor in accordance with Section 5 of this Agreement.

Overtime Reimbursement

Maximum overtime reimbursement for each agent will be determined by the Group Supervisor of each HIDTA Task Force. Overtime reimbursements paid to each agent will not exceed the annual amount authorized by the Central Florida HIDTA Executive Committee. SUBRECIPIENT will compensate their agent(s) for overtime pay in accordance with SUBRECIPIENT's compensation policy. SUBRECIPIENT shall submit the reimbursement request with accompanying documentation confirming the overtime payment to the HIDTA Group Supervisor for approval. Overtime shall be reimbursed on actual overtime paid to the agent as documented on the agent's pay check.

At a minimum, overtime documentation shall include the following:

(a). Log of HIDTA hours worked
(b). Copy of payroll detail for each agent showing hours paid and hourly rate
(c). Copy of check stub showing overtime payment for HIDTA hours worked
(d). If overtime is paid on a different pay cycle than the pay period, an explanation of how overtime hours are calculated.

It will be the SUBRECIPIENT's responsibility to ensure that each agent does not exceed the Federal Overtime cap for each calendar year of the grant.

Fuel Reimbursement

Fuel reimbursement requests shall be submitted to the HIDTA Group Supervisor with accompanying documentation confirming the fuel purchases.

At a minimum, fuel reimbursement documentation shall include the following:

(a). Copy of each fuel receipt showing the date of purchase, amount of fuel purchased and total cost of each purchase.
(b). Proof of payment by the SUBRECIPIENT for the fuel purchase, i.e., copy of check, credit card statement, etc.
(c). If fuel payments are through a fuel card vendor such as WEX, reimbursement will

be for the amount paid to the fuel card vendor, not the amount on the receipt. The statement from the fuel card vendor will need to be submitted to document the actual amount paid.

Vehicle Lease Reimbursement

HIDTA may pay a vehicle allowance to agencies that provide a vehicle on a full-time basis for agents participating in a HIDTA initiative. By requesting payment of a vehicle allowance, SUBRECIPIENT is attesting that the vehicle assigned to the agent is used exclusively for HIDTA initiative related activities.

Vehicle allowance requests shall be submitted to the HIDTA Group Supervisor with the quarterly invoice. Vehicle allowance requests shall not exceed six hundred twenty dollars ($620) per month.

EXHIBIT B
REQUIRED GRANT INFORMATION

Required Information	
Subrecipient Name	Kissimmee Police Department
Subrecipient's Unique Entity Identifier	**DPHBBJP7RHY3**
Federal Award Identification Number	HID0326G0677-00
Federal Award Date	July 03, 2026
Subaward Period of Performance	01/01/26-12/31/27
Amount of Federal Funds obligated by this Agreement	Reimbursement basis only
Total Amount of Federal Funds Obligated to Subrecipient including this obligation	Reimbursement basis only
Total Amount of Federal Award Committed to Subrecipient	Reimbursement basis only
Federal Award Project Description	High Intensity Drug Trafficking Areas Program
Name of Federal Awarding Agency	Office of National Drug Control Policy
Name of Pass Through Entity	Seminole County Sheriff's Office
Pass Through Entity Awarding Official Contact Information	Barbara Taylor, Procurement and Agreements Manager btaylor@seminolesheriff.org
CFDA Number and Name	95.001 – High Intensity Drug Trafficking Areas Program
Is award for Research and Development?	No
Indirect Cost Rate	N/A

EXHIBIT C
GRANT AGREEMENT

EXHIBIT D
INVOICE TEMPLATE

ITEM 7.F
Police Department Purchase of 3-D Mapping Camera

Request

Requesting approval to transfer funds to cover the $77,890.18 purchase of a FARO 3-D mapping camera, the software and warranties associated with the camera, and training expenses associated with the purchase, and to purchase such items pursuant to the attached quote. Included in this bid is a $10,618 dedicated notebook (Contract #20240188).

Explanation

The Police Department utilizes a 3-D mapping camera system to document significant crime scenes and traffic homicide investigations. The camera creates scaled, detailed 3-dimensional drawings for use as evidence at trial. The camera can document all physical items on scene, including blood spatter and other minute evidence. The Police Department currently uses a FARO camera system that is ten years old and has reached the end of its operational life. The camera is no longer eligible for extended warranty service and is not compatible with current software updates.

The Police Department has researched and obtained quotes from several vendors and recommends replacing our current FARO system with the current model. The new FARO system is the most economical among competitive systems. We will receive a $14,100 discount for the return of our current camera (Assets 18-000234 & 24490), and the new system is compatible with our drone system. In addition, FARO Technologies has a sole-source recommendation letter that is included in the attachments.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00130301 501212 00130606 506494		Decrease Increase	$77,891 $77,891	

Financial Summary:

The Police Department can fund these purchases using existing Regular Salaries and Wages funds within the current fiscal year budget.

Recommendation

Approve the $77,890.18 purchase from FARO Technologies of the FARO camera system, the associated software and warranties, a notebook associated with the camera, and training expenses associated with the purchase, and amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. (S) FARO Addendum, Quote and Sole Source Letter

Docusign Envelope ID: F2F9C68F-5FE0-812B-8217-1EF54B14414C

ADDENDUM TO FARO TECHNOLOGIES, INC. (HEREINAFTER "VENDOR") QUOTATION NO. 05991069 AND STANDARD TERMS AND CONDITIONS OF SALE

The City of Kissimmee's (hereinafter "CITY") purchase pursuant to Vendor's Quotation No. 05991069, which is attached hereto and incorporated herein as Exhibit A and hereinafter referred to as "Vendor's Quote," and Vendor's Standard Terms and Conditions of Sale, which are incorporated herein by reference, is conditioned upon the Vendor agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the Vendor's Quote or Standard Terms and Conditions of Sale, the provisions in this Addendum will prevail. Collectively, Vender's Quote, Vendor's Standard Terms and Conditions of Sale and this Addendum shall be referred to as "this Contract."

1. **PAYMENT**. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. VENDOR agrees to invoice CITY no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. CITY will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Kissimmee, Finance Department, 101 Church Street, Kissimmee, Florida 34741.

2. **SECURITY INTEREST.** Section 1.03 of Vendor's Standard Terms and Conditions of Sale is hereby deleted.

3. **NOTICE**. In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the CITY shall be provided to the Chief of Police, 8 N. Stewart Avenue, Kissimmee, Florida 34741.

4. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor.

5. **LIABILITY**. The CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

6. **RECORDS LAW**. The City is a public agency subject to the Florida Public Records Law expressed in Chapter 1 19, Florida Statutes. Accordingly, to the extent that it is determined that Vendor is acting on behalf of City as provided under Section 119.011 (2), Vendor agrees to also comply with that law, specifically including to:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

   b. If the City's Custodian of Records requests records from Vendor, Vendor shall provide the City's Custodian of Records with a copy of the requested records or provide City with access to inspect public records within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

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

d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a commercially reasonable format. Upon notice to Vendor of a request to inspect or copy public records relating to a City's contract for services, Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If Vendor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

f. A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

If Vendor has questions regarding the application of Chapter 119, Florida Statutes, to Vendor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

7. **E-VERIFY**. In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify .

   Every Vendor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

   City acknowledges that Vendor may use workers outside the United States, who will not be subject to e-verification.

8. **HUMAN TRAFFICKING**. Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

9. **DISCRIMINATORY VENDOR LIST**. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with

a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

10. **FOREIGN COUNTRY OF CONCERN**. Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.

11. **SCRUTINIZED COMPANIES CERTIFICATION**. By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

12. **CONFIDENTIALITY.** Vendor understands that City is a public entity subject to the public records laws of the State of Florida. Vendor shall identify specifically any information contained in this Agreement or that City receives during the performance of this Agreement, which Vendor considers confidential or proprietary and which Vendor believes to be exempt from disclosure to the public under applicable law, citing specifically the applicable exempting law. A generic notation that information is "confidential" is not sufficient. Failure to provide the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741 with a detailed explanation and justification including statutory cites and specific reference to this Agreement or other information that City receives from Vendor during the term of this Agreement detailing what provisions, if any, Vendor believes are exempt from disclosure, may result in public disclosure of such records in accordance with Chapter 119 of the Florida Statutes. Vendor will upon the request of City, at City's discretion, defend City and its employees, advisors, agents, and elected and appointed officials against all claims and actions whether or not a lawsuit is commenced related to Vendor's designation of material as confidential or exempt from public disclosure. Vendor shall indemnify and hold harmless City and its employees, advisors, agents and elected and appointed officials from any and all claims, actions, suits, judgements, fines, costs, fees including attorneys' fees, related to Vendor's designation of material as confidential or exempt from public disclosure. Nothing herein shall be deemed to preclude City from exercising its own judgment regarding the disclosure of records and City may take any action that City in good faith believes is necessary for City to comply with federal and/or Florida public records laws, including but not limited to filing a declaratory action.

13. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or

provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

14. VENDOR'S LIMITATION OF LIABILITY.
TO THE EXTENT PERMITTED BY LAW, VENDOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER, INCLUDING INDEMNIFICATION OBLIGATIONS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, WARRANTY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED ONE TIMES (1X) THE TOTAL AMOUNT PAYABLE UNDER THIS PURCHASE ORDER. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. VENDOR SHALL INDEMNIFY THE CITY AGAINST THIRD-PARTY CLAIMS ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER, SUBJECT TO THE LIABILITY CAP SET FORTH HEREIN. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THIRD PARTY IP INFRINGEMENT CLAIMS AND VENDOR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THE PURCHASE ORDER TO THE CONTRARY, THESE TERMS SHALL PREVAIL AND GOVERN IN THE EVENT OF ANY CONFLICT.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed:

CITY:

CITY OF KISSIMMEE, a Florida municipal corporation

By:_____
Mayor

Date:_____

VENDOR:

FARO Technologies, Inc.

By: Signed by: Dietmar Wennemer 75D0B8DC4FAB41E...
Name: Dietmar Wennemer
DVP BU Manager

Date: 8/19/2026

Title of Attached Agreement: Faro Technologies, Inc. Quotation No. 05991069

Docusign Envelope ID: F2F9C68F-5FE0-812B-8217-1EF54B14414C

EXHIBIT A
VENDOR'S QUOTE

FARO INSIGHT

AMETEK

FARO Technologies, Inc., a business of AMETEK, Inc.
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Joi Haner
Email: joi.haner@ametek.com
Sales Support: Ainel Grana
Contact Person: Edward Diehl

Quotation No: 05991069
Quotation Date: 08/19/2026
Expiration Date: 10/13/2026
Lead Times: 2-6 weeks
Tracker: 8-12 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Ex Works
Origin

Bill To:	Ship To:
Kissimmee Police Department Purchasing Division 4th Floor 101 Church St Kissimmee,FL,34741-5054 US	Kissimmee Police Department Kissimmee,United States IT Department 101 Church St 4th Fl Kissimmee,FL,34741-5054 US

Notes:

UNIT COSTS					
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
LS9-CU 	**FARO Focus Core 100m USA** ships with: scanner head, Status Indicator, Quick Release, Battery, Power Dock , Power Supply, 64GB SD Card and reader, transport case, calibration certificate, quick start guide, manufacturer warranty	1	$ 53,493	$ 10,699	**$ 42,794**

ACCS-PWR-0014	**Focus Battery Power Block** Power Block battery for Focus laser scanner and Freestyle.	1	$ 719	$ 0	**$ 719**
TR-BL-SCN-POS	**Scanner Training - Facility POS** Blended Learning Training combines flexible online modules with interactive face-to-face sessions for a comprehensive educational experience. Course includes the principles of Scanner operation, setup, and basic measurements and software. Classroom trainings are scheduled on a first come first served basis. Classes can be cancelled within two weeks of the scheduled date if sufficient enrollment is not met. Point of Sale training includes up to 2 persons for online course and 2 day classroom session.	1	$ 0	$ 0	**$ 0**
SV2-SCN-Y5	**FOCUS Premium Complete Care - Year 5** Complete care coverage for Focus Premium scanners. Includes parts and labor for repairs and annual cleaning and calibration. Covers through year 5 from point of sale.	1	$ 12,631	$ 1,895	**$ 10,736**

TR-SCN-TTT-F	**Train the Trainer Program 5 Day** Five-day training for customers and partners who wish to conduct their own FARO certified training course. Curriculum includes instruction on presentation skills, transfer of learning and training design. In addition, hardware and software training is also conducted and electronic material to conduct future classes (manuals, facilitators' guides, power points) are provided and reviewed. Priced per person. NOTE: Requires prior scanning experience. Training will expire if not taken within 90-days of purchase.	1	$ 9,500	$ 0	**$ 9,500**
SMAR0900-1Y SCENE	**SCENE MAINT - 1Y RNWL** SCENE. Extends maintenance contract of existing license by 1-year. Contract Date: 12/01/2026 - 11/30/2027 2120251224	1	$ 1,550	$ 233	**$ 1,317**
COMP0123X64	**VR Ready Notebook** High-end notebook computer. Contact your FARO representative for current specifications.	1	$ 11,541	$ 923	**$ 10,618**

SMAR51007-1Y	**FARO Zone 3D Expert Maintenance Rnwl 1Y** Zone 3D Expert annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan. Contract Date: 12/01/2026 - 11/30/2027 1797814695	2	$ 1,200	$ 360	**$ 2,040**

Total Unit Price:	**$ 91,834.00**
Total Discount:	-($ 14,110.00)
Sub Total:	$ 77,724.00
Shipping & Handling:	$ 166.18
Total Excluding Tax:	$ 77,890.18
Total Taxes:	$ 0.00
Total Due: (USD)	**$ 77,890.18**

OPTIONAL ITEMS

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ **Print:** _____
Title: _____ **Date:** _____
Accounts Payable Name: _____ **Email:** _____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #: _____

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
https://www.faro.com/terms/

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

Docusign Envelope ID: F2F9C68F-5FE0-812B-8217-1EF54B14414C

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT

Docusign Envelope ID: 70EF38F3-E8C6-8786-819F-D2ED97F52D8D

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

FARO Technologies, Inc. does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Dietmar Wennemer

Title of Contractor's Authorized Representative: DVP BU Manager

Signature of Contractor's Authorized Representative: Signed by: Dietmar Wennemer 753DB8DC4FA844E...

Date: 8/26/2026

Est. 07.15.2024

Docusign Envelope ID: 3F05DEC6-7481-4735-9EB0-1130D192BFCB

FARO Technologies, Inc.
125 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234 Nasdaq: FARO
Fax: +1.407.333.4181 www.FARO.com

January 6, 2026

To Whom It May Concern,

This letter identifies FARO Technologies, Inc., a Florida corporation, as the sole developer and manufacturer of the FARO Focus Laser Scanners (including but not limited to the Focus S, Focus Core, Focus Premium, and Focus Premium Max), the FARO Freestyle 2, FARO Orbis, FARO Blink, FARO Focus Thermal Covers, SCENE software, and FARO Zone software. For the Public Safety business segment in the United States, all offerings related to these products—including hardware, software, and accessories—are shipped directly from FARO Technologies, Inc., ensuring full traceability, manufacturer-backed service, and product authenticity. Outside of the United States, some of the foregoing goods and services may be offered through authorized distributors; however, the origin of those goods and services is still FARO Technologies, Inc. FARO is the sole provider of software, service, warranty, maintenance, repairs, and annual calibration of FARO products.

FARO Technologies, founded in 1981, is a global leader in the manufacture of 3D measurement technology. FARO Technologies, a global organization, designs, develops, manufactures, markets, and supports software-driven, three-dimensional measurement and imaging solutions. Technology from FARO permits high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. The devices are used for inspecting, planning, and documenting spaces or structures in 3D, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post-blast investigation, fire and security pre-planning, bullet trajectory, bloodstain pattern analysis, and augmented/virtual reality applications
.

FARO is the sole developer and supplier of FARO Zone Software, which incorporates direct integration of FARO Focus point cloud data from scans into a simple-to-use program for full scene documentation, 2D and 3D diagrams, animations, crash reconstruction, bullet trajectory, and bloodstain pattern analysis. FARO Zone now also supports point cloud processing and registration for data captured with FARO Focus laser scanners, eliminating the need for additional registration software in many cases. The software also includes integrated photogrammetry and videogrammetry capabilities that allow users to generate 3D reconstructions from images and video footage—expanding its flexibility for forensic and scene documentation workflows.

Through FARO and its products, our customers are making an investment in projects with unsurpassed cost-value, which provides a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the U.S. military, and thousands of state and municipal law enforcement agencies.

Please feel free to contact us with any questions.

Signed by:
Rodney L Chaffee
6A54B7D61726438...

Rodney Chaffee
Vice President, Sales
faroorders@faro.com +1 407.333.9911
FARO Technologies. Inc.
125 Technology Park
Lake Mary, Florida 32746

ITEM 7.G
Authorization to Accept 2026–2027 Victims of Crime Act (VOCA) Grant Funding

Request

Acceptance of the Victim of Crimes Act (VOCA) Grant from the State of Florida, Office of the Attorney General, Bureau of Advocacy and Grants Management, in the amount of $56,001 (Grant #VOCA27) and authorization for the Chief of Police to execute the grant agreement.

Explanation

The Office of the Attorney General has announced the anticipated availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of VOCA grant funds is to provide support services to crime victims. Services are defined as efforts that address the emotional and physical needs of crime victims, help victims stabilize their lives after victimization, assist victims in understanding and participating in the criminal justice system, and provide victims with a measure of safety and security. The Police Department has received this grant for several years.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11400334 334200	VOCA27	Increase	$56,001	
11430401 501212	VOCA27	Increase	$36,005	
11430401 502121	VOCA27	Increase	$2,754	
11430401 502222	VOCA27	Increase	$5,797	
11430401 502323	VOCA27	Increase	$9,897	
11430401 502424	VOCA27	Increase	$1,548	

Financial Summary:

The above accounts will be amended accordingly upon acceptance of these grant funds.

Recommendation

Acceptance of the 2026-2027 VOCA grant (Grant #VOCA27) and authorization for the Chief of Police to execute the grant agreement and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
City of Kissimmee

1. VOCA FY26-27 Award Letter
2. VOCA_Contract_2026

Award Letter

OFFICE OF ATTORNEY GENERAL
JAMES UTHMEIER
SAFE ★ STRONG ★ FREE

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services and Criminal Justice Programs
Bureau of Advocacy and Grants Management

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300 | Fax (850) 487-0168
https://www.myfloridalegal.com

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that *City of Kissimmee Police Department* will be awarded a Victims of Crime Act (VOCA) grant for the 2026-2027 funding cycle in the amount of ***$56,001.00***.

Our staff has worked diligently to determine how best to distribute the available VOCA grant funding, while maintaining mandatory federal grant distribution guidelines and mission critical services. These considerations and your agency's commitment to providing services to crime victims in your community were the key factors used in making our decision.

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or Contact.Voca@myfloridalegal.com with any questions on this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Thank you,
The Division of Victim Services and Criminal Justice Programs

FY 2026/2027
(Grant Period October 1, 2026, through September 30, 2027)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

City of Kissimmee Police Department

GRANT NO: VOCA-C-2026-City of Kissimmee Police Departm-00269

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the City of Kissimmee Police Department, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2026/2027 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2026/2027 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2026, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2027. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement)

with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. Failure of the Provider to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the Provider has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the Provider needs assistance in registering, the Provider may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the Provider to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Unique Entity Identifier (UEI). The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a UEI number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e.,

unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANTS SYSTEM REQUIREMENT

The Provider's administrator has the authority to grant access to the E-Grants system to the Provider's employees. The Provider will immediately remove access to the E-Grants system when an employee is no longer employed at the Provider's agency or when an employee's access is no longer necessary to perform their job duties at the Provider's agency. The Provider will perform quarterly checks to ensure that only authorized employees have access to the E-Grants system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $56,001.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these timeframes, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in

either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the

written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends one million dollars or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will consider all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relating to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than one million dollars in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted to the Federal Audit Clearinghouse within 30 calendar days after the auditee receives the auditor's report(s) or nine months after the end of the audit period (whichever is earlier) in accordance with 2 C.F.R § 200.512.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to

this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 24. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result

of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 25. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 26. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written

notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 27. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 28. NONDISCRIMINATION

The Provider may not use these funds to discriminate against, or otherwise give preferential treatment to, any person based on any classification protected by federal or state law or to engage in any activity or practice that is prohibited under Chapter 760, Florida Statutes.

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or

sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the DOJ, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2026-2027 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2026. The training modules are available at https://www.ojp.gov/program/civil-rights/video-training-grantees/overview. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 29. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 30. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2026-City of Kissimmee Police Departm-00269 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (City of Kissimmee Police Department) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The City of Kissimmee Police Department is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 31. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 32. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 33. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 34. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the State of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 35. COMPLIANCE WITH RESPECT

PURSUANT TO SECTION 413.036(3), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

ARTICLE 36. COMPLIANCE WITH PRIDE

PURSUANT TO SECTION 946.515(2), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

ARTICLE 37. PROCUREMENT OF MATERIALS WITH RECYCLED CONTENT

Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.

ARTICLE 38. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

As applicable, the Provider must comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. The act prohibits the inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the OAG.

ARTICLE 39. FEDERAL LAW RIGHTS TO INVENTIONS

As applicable, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."

ARTICLE 40. FEDERAL CLEAN AIR ACT

As applicable, and if this Agreement is over $100,000.00, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. The Provider must report any violations of the above to the OAG.

ARTICLE 41. PRO-CHILDREN ACT OF 1994

As applicable, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. If applicable, the Provider must also include a similar provision in any subcontracts it enters under this Agreement.

ARTICLE 42. FEDERAL SUSPENSION AND DEBARMENT LIST

As applicable, the Provider agrees to comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 and warrants none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Provider must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction (as defined by federal law) it enters into. Provider must notify the OAG immediately if it or any of the Provider's employees, affiliates or subcontractors are included on the Federal Suspension or Debarment Lists.

ARTICLE 43. INSPECTION OF RECORDS

In accordance with section 216.1366, Florida Statutes, the OAG is authorized to inspect the: (a) financial records, papers, and documents of the Provider that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Provider which the OAG determines are necessary to monitor the performance of this Agreement or to ensure that the Agreement terms are being met. The Provider must provide such records, papers, and documents requested by the OAG within 10 business days after the request is made.

ARTICLE 44. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2026-2027 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Kissimmee Police Department, have executed this Agreement.

_____	_____
Authorizing Official	OAG Authorizing Official
_____	_____
Print Name	Print Name
_____	_____
Date	Date

_____
Authorizing Official*

_____
Print Name

_____
Date

_____
Authorizing Official*

_____
Print Name

_____
Date

_____
FEID# of Provider

_____
Flair Code

* Provided for use if multiple signatures are required by your organization.

PUR 2024
Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

City of Kissimmee Police Department does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

Entity Name: _____

Representative/Officer's Printed Name: _____

Representative/Officer's Title: _____

Signature: Date:

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2026-2027**
Subrecipient Name and Address City of Kissimmee Police Department City of Kissimmee Police Department Office of the Chief of Police 8 N. Stewart Avenue Kissimmee, Florida 34741-5463	OAG Grant Number VOCA-C-2026-City of Kissimmee Police Departm-00269	
Subrecipient UEI Number DPHBBJP7RHY3	Project Period: From 10/1/2026 To 9/30/2027	
Subrecipient IRS/Vendor/FEIN Number 59-6000348	Budget Period: From 10/1/2026 To 9/30/2027	
Project Title OVC FY 22 VOCA Victim Assistance Formula OVC FY 23 VOCA Victim Assistance Formula	Award Date 10/1/2026	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $56,001.00	Total Award $56,001.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period, Award Date 2022-2023: From 10/1/2021 to 9/30/2027 2023-2024: From 10/1/2022 to 9/30/2027	
OVC Federal Award Number 2022-15POVC-22-GG-00725-ASSI Awarded 8-25-2022 2023-15POVC-23-GG-00434-ASSI Awarded 8-23-2023	OVC Total Award to OAG $91,878,955 $87,867,754	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date	Signature, Agency Executive Director, Date	

ITEM 7.H
Authorization to accept funding from the Florida Department of Law Enforcement Cyber Task Force Grant

Request

Authorize the Chief of Police to execute the FDLE Orlando Cyber/ESST Financial Assistance Agreement (Grant #CYBER26) with the Florida Department of Law Enforcement (FDLE).

Explanation

The Kissimmee Police Department is a participating agency with the Cyber Task Force and Electronic Surveillance Support Team. FDLE has received grant funding for this purpose and has allocated up to $12,500 to reimburse the City of Kissimmee for overtime and travel/training expenses to assist with these efforts. These funds will be under direct agreement with FDLE for the period 7/1/2026 through 6/30/2027.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15100334 334200 15130403 505559		Increase Increase	$12,500 $12,500	

Financial Summary:

The above accounts will be adjusted to reflect acceptance of the grant funds.

Recommendation

Approval to accept funding from FDLE in the amount of $12,500.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. ESST Application_
2. SFA - Agreement - ESST

Electronic Surveillance Support Team and Cyber High Tech Task Force (ESST) Program Application

OVERVIEW

The Electronic Surveillance Support Team and Cyber High Tech Task Force (ESST) program provides state financial assistance reimbursements to local law enforcement agencies that participate in ESST activities through an executed mutual aid agreement with the Florida Department of Law Enforcement. Your agency has been identified by FDLE as a participating agency that is eligible for reimbursement of allowable costs under this program. In order to receive reimbursement for allowable program costs, FDLE's Criminal Justice Grants (CJG) Bureau must prepare and execute a state financial assistance grant agreement with your agency using information collected from this form.

FUNDING ALLOCATIONS

The agreement will contain an initial allocation determined by historical participation in the ESST program. If your agency is a previous recipient of an ESST grant award, the initial allocation will be based on the average total of reimbursed expenditures over the last four years of awards. If your agency is a new ESST grant award recipient, or the average total of expenditures over the last four years of awards for your agency is less than $1,000, the initial allocation in your agreement will be $1,000.

If there is program funding available and your agency expends the initial allocation, you will be able to request additional funding to support activities through the remainder of the award period. The assigned CJG grant manager will be able to assist you with this process.

ALLOWABLE COSTS

The following costs incurred by your agency's task force members for operations and investigations under the mutual aid agreement may be eligible for reimbursement when incurred as a direct result of a task force member's participation in operations and investigations authorized by FDLE:

- Overtime costs and associated employer-paid benefits for hours worked over the task force member's regular schedule;
- Mileage on agency vehicles associated with task force activity; and/or
- Pre-approved training and associated travel that directly contributes to participation in the ESST Task Force program.

NOTE: Total reimbursements for any individual task force member shall not exceed $12,500 during the award period.

AWARD PROCESS AND MANAGEMENT

Once you complete the application information in this packet, email the completed copy to OCJGSFA@fdle.state.fl.us. A state financial assistance team member will develop the award agreement and provide a copy to you so that your agency may sign the agreement. Once your agency signs the agreement, you must send the agreement to your FDLE Task Force Leader to obtain the signature of the Special Agent-in-Charge (SAC) in your region. The agreement will be sent to CJG for final signature and activation of the award in the electronic grant management system (Euna Grants/AmpliFund). You will then receive a copy of the fully executed agreement.

Your agency will use the electronic grant management system to request reimbursement of eligible expenses and report performance activities on a monthly basis. Additional information regarding the reporting responsibilities and reimbursement process will be included in the award agreement.

APPLICATION FORM STARTS ON NEXT PAGE

Electronic Surveillance Support Team and Cyber High Tech Task Force (ESST) Program Application

PARTICIPATING AGENCY INFORMATION

Agency Name: Kissimmee Police Department County: Osceola

FEID/EIN: 596000348

Payment Address: 8 N Stewart Avenue
Street Address 1

Street Address 2

Kissimmee, FL 34741
City, State, Zip

Is your agency registered as an employer in the E-Verify system? ✔ Yes ☐ No

PARTICIPATING AGENCY KEY CONTACTS

Grant Manager	
Name:	Brandon Durango
Title:	Financial Resources & Systems Manage
Address:	101 Church Street, 4th Floor Kissimmee, FL 34741
Phone:	407-518-2210,2216
Email:	brandon.durango@kissimmee.gov

Chief Official	
Name:	Charles Broadway
Title:	Chief of Police
Address:	8 N Stewart Avenue Kissimmee, FL 34741
Phone:	407-847-0176,3269
Email:	charles.broadway@kissimmee.gov

Chief Financial Officer	
Name:	Tavia Ritchie
Title:	Financie Director
Address:	101 Church Street, 4th Floor Kissimmee, FL 34741
Phone:	407-518-2210,2220
Email:	tavia.ritchie@kissimmee.gov

Additional Contact (optional)	
Name:	Pamela Lynch
Title:	Financial Analyst
Address:	8 N Stewart Avenue Kissimmee, FL 34741
Phone:	407-847-0176,3208
Email:	pamela.lynch@lissimmee.gov

Each key contact role above is defined below:

Grant Manager: This individual serves as the primary point of contact for the grant and is typically responsible for reporting and overall compliance with the grant award agreement.

Chief Official: This individual is the head of the agency named above and has the authority to bind the agency into a financial assistance agreement.

Chief Financial Officer: This individual is responsible for the agency's accounting system, financial and records management, and oversees the financial activities under the award agreement.

Additional Contact: This individual serves as an alternative point of contact for the award agreement if the grant manager or other key contact is unavailable.

FDLE USE ONLY

Date Received: Allocation Amount:

Date Processed: Assigned Award #:

Region: AF Award ID:

Comments:

Florida Department of Law Enforcement
State Financial Assistance (SFA) Agreement
Electronic Surveillance Support Team and Cyber High Tech Task Force (ESST)

Award Number:	DA012
Participating Agency:	City of Kissimmee Police Department
Grant Activity Period:	07/01/2026 – 06/30/2027
Award Amount:	$12,500.00
CSFA Catalog Number:	71.010

This grant award agreement ("agreement" or "award") is entered into by and between the Florida Department of Law Enforcement (herein referred to as the "Department" or "FDLE") and the City of Kissimmee Police Department (herein referred to as the "Participating Agency"). The Department and the Participating Agency are sometimes referred to herein individually as a "Party," or collectively as the "Parties".

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Participating Agency in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, The Participating Agency has entered into a Multi-Agency Voluntary Cooperation Mutual Aid Agreement (herein referred to as the "MAA") with the Department for participation in the Electronic Surveillance Support Team and Cyber High Tech Task Force (ESST/CHT); and

WHEREAS, The Department has approved a nonrecurring allocation of $12,500.00, in accordance with Section I, subtitle (1), of this agreement, for the 2026-2027 fiscal year to reimburse the Participating Agency for allowable expenses incurred while performing authorized activities under the executed MAA; and

WHEREAS, the Participating Agency represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections:

Section I: Scope of Work
Section II: Deliverables
Section III: Approved Budget
Section IV: Amendments
Section V: Financial and Performance Reporting Requirements
Section VI: Payments
Section VII: Award Contacts
Section VIII: Special Conditions
Section IX: Audit Requirements for Awards of State and Federal Financial Assistance
Section X: Standard Terms and Conditions
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

(1) Award Allocation: The initial allocation of $12,500.00 provided by the Department was determined by the Participating Agency's historical participation in the Electronic Surveillance Support Team and Cyber High Tech Task Force (ESST/CHT) program within the Department. If the Participating Agency is a previous recipient of an ESST award, the initial allocation is based on the average total of reimbursed expenditures received over the past four award years, unless the average is less than $1,000. If the Participating Agency is a new ESST award recipient, or a recipient whose average historical program expenditures were less than $1,000, the initial allocation is $1,000. This initial allocation is subject to change in accordance with Section IV of this agreement.

(2) Scope: For the purposes of this agreement, the term "ESST task force member" shall mean the sworn members of the Participating Agency who are assigned to the Department's ESST task force and provided task force member credentials by the Department. The ESST task force member must be approved by the Department and must pass the FDLE background investigation.

The Participating Agency, through its ESST task force members, shall conduct operations and investigations during the 2026-2027 state fiscal year in accordance with the terms and conditions of the executed MAA, which are incorporated by reference in this agreement.

Active criminal intelligence information and/or criminal investigative information, and information revealing surveillance techniques, procedures, locations, etc., are exempt from public record disclosure under Section 119.071(2), F.S. Therefore, specific details of operations will not be detailed in this agreement or in the required reporting outlined in Section V of this agreement. However, the Participating Agency is responsible for maintaining verifiable records of activities and operations performed in relation to this agreement. The Participating Agency may be required to provide redacted versions of documentation to substantiate activities and operations performed under this agreement upon request, or in the event of a programmatic or financial audit.

The specific deliverables associated with this scope of work are outlined in Section II of this agreement. The allowable costs that may be considered for reimbursement under this agreement are outlined in Section III of this agreement.

SECTION II: DELIVERABLES

The Department's Cyber Crime Technology and Telecommunications Division shall determine the specific required activities based on the nature of each operation or investigation.

Financial Consequences: Each deliverable below is a cost-reimbursement deliverable. Only allowable activities completed and attested to through the submission of the payment request, and accompanied by the appropriate documentation, will be eligible for reimbursement.

Deliverable:	The Participating Agency's task force members will conduct activities for ESST/CHT Task Force operations and investigations as authorized by an FDLE Task Force leader or command designee.
Minimum Performance	Task force members will be paid at a rate consistent with the Participating Agency's overtime policy for hours worked in excess of the member's regular schedule on an activity performed in accordance with the executed MAA. Documentation includes an attestation of activities completed through the submission of the payment request and accompanied by the supporting documentation outlined in Section V of this agreement.
Deliverable:	The Participating Agency's task force members may travel to designated locations for ESST/CHT Task Force operations and investigations as directed and in accordance with the executed MAA.
Minimum Performance	The Participating Agency will be reimbursed for mileage incurred on agency vehicles as a direct result of a task force member's participation in an ESST/CHT Task Force operation or investigation. Documentation includes an attestation of mileage incurred

	through the submission of the payment request and accompanied by the supporting documentation outlined in Section V of this agreement.
Deliverable:	The Participating Agency's task force members may attend training upon receiving prior written approval by the Special Agent Supervisor (SAS) and/or the Inspector (or their designee) who oversees the Department's Cyber Crime Technology and Telecommunications Division.
Minimum Performance	The Participating Agency will be reimbursed for training and related travel costs incurred during the award period provided prior approval was obtained in accordance with Section III, subtitle (3) of this agreement. Documentation includes an attestation of expenses incurred through the submission of the payment request and accompanied by the supporting documentation outlined in Section V of this agreement.

SECTION III: APPROVED BUDGET

The following costs incurred by the Participating Agency's task force members for operations and investigations under the MAA may be eligible for reimbursement when authorized and directed by the Special Agent Supervisor (SAS) and/or the Inspector (or their designee) who oversees the Department's Cyber Crime Technology and Telecommunications Division and accompanied by the supporting documentation outlined in Section V of this agreement. Total reimbursements for any individual task force member shall not exceed $12,500 during the award period.

(1) Overtime costs (and associated employer-paid benefits): The Participating Agency may request reimbursement for hours worked over a task force member's regular schedule and incurred as a direct result of participating in authorized operations and investigations.

(2) Mileage: The Participating Agency may request reimbursement for mileage incurred on the Participating Agency's vehicles as a direct result of task force member participation in authorized operations and investigations.

(3) Pre-approved training (and associated travel costs): The Participating Agency may seek pre-approval, and request subsequent reimbursement, for task force members to attend training that directly contributes to operations and investigations of the Electronic Surveillance Support Team and Cyber High Tech Task Force. The Participating Agency shall submit the pre-approval request by completing the ESST Training Request Form and emailing their local FDLE Task Force leader. The FDLE Task Force leader will coordinate the approval of the request with the Special Agent Supervisor (SAS) and/or the Inspector (or their designee) who oversees the Department's Cyber Crime Technology and Telecommunications Division in Tallahassee.

Travel expenses under this agreement will be reimbursed at the lesser of either the actual amount paid by the Participating agency or the maximum amounts permitted by State of Florida Travel regulations outlined in Section 112.061, F.S and Chapter 69I-42, Florida Administrative Code. The most common state travel expense caps are listed below.

- Per Diem (in lieu of hotels or on the last day of travel) = $20 per quarter for a maximum of $80 per day depending on when travel starts and ends.
- Meals = $6 breakfast, $11 lunch, and $19 dinner for a maximum of $36 per day depending on when travel starts and ends.
- Lodging = not to exceed $225 per night without sufficient justification and prior approval by the Special Agent Supervisor (SAS) and/or the Inspector (or their designee) who oversees the Department's Cyber Crime Technology and Telecommunications Division.

SECTION IV: AMENDMENTS

The Department may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of such changes will be provided to the Participating Agency.

(1) Non-monetary Amendments: Amendment requests that do not affect the total award amount, or change the amounts allocated among individual line items outlined in Section III of this agreement, may be submitted by the Participating Agency through the Department's electronic grant management system. This applies to the following types of amendments:

(a) Changing a key contact listed in Section VII of this agreement; or

(b) Requesting to close the grant early when all activities have been completed.

(2) Monetary Amendments: After execution of this agreement, the Participating Agency may submit an additional funding request to the Department under this agreement to increase the award amount for additional eligible expenses in section III of this agreement throughout the award period. The Department's approval of this request shall be dependent upon the Participating Agency's current available balance and spending on this award and the current availability of funds under this program. If program funding is available, the Department Grant Manager will process an administrative amendment to increase the award. If no funding is available, or the current balance or spending does not indicate the immediate need for the increase in funds, the Department will communicate the denial and reason in writing to the Participating Agency.

Monetary amendments submitted within the last 30 days of the award period will be reviewed and considered on an extreme case-by-case basis. Any financial obligations or costs incurred by the Participating Agency prior to the monetary amendment being approved by the Department are at risk being deemed ineligible for reimbursement under this award.

(3) Reallocation of Awarded Funds: If the full appropriation provided under this program is allocated to existing awards and there is a critical operational or investigative need for the ESST/CHT task force, the Inspector (or their designee) who oversees the Department's Cyber Crime Technology and Telecommunications Division may request the Department's Grant Manager to review available balances and spending trends on existing awards to identify potential funding that can be reallocated for the critical need of the ESST/CHT task force. The Department's Grant Manager shall provide written notice to the Participating Agency identifying the amount of funding being considered for reallocation and giving the Participating Agency 10 business days to identify any immediate expenses already incurred that are pending the submission of the next financial report as outlined in Section V of this agreement. The Department's Grant Manager and the Inspector (or their designee) will review potential available funding and any outlying expenses provided by the Participating Agency and make a final determination on any funding that will be reallocated. The Department's Grant Manager shall notify the Participating Agency in writing of the final determination and process any necessary monetary amendments to this agreement within five (5) business days.

(3) Extensions: Extensions to this agreement are not permitted.

SECTION V: FINANCIAL REPORTING REQUIREMENTS

All payment requests associated with this agreement must be submitted through the Department's electronic grant management system on a monthly basis for the life of the award. Instructions for submitting financial reports in the Department's electronic grant management system will be provided to the Participating Agency upon execution of this agreement.

If the Participating Agency does not have any eligible expenses to request reimbursement for during a particular month, they are only required to adhere to subtitle (2) of this section.

If the Participating Agency is requesting reimbursement of eligible expenses during a particular month, the Participating Agency must complete the activities outlined in subtitles (1) through (3) of this section, in sequential order, to submit a payment request.

(1) Expense Entry: The Participating Agency is responsible for entering the individual expenses associated with allowable budget items in Section III of this agreement and in accordance with the requirements outlined in the Department's payment request submission guidance. At a minimum, each expense entry must include attachments of the following supporting documentation based on the expense type. The Department may require additional documentation during its review to make a determination on the allowability of an expense under this agreement.

(a) Overtime Costs (and associated Fringe Benefits): All overtime cost reimbursements must include the timesheet and paystub. If the Participating Agency is requesting reimbursement for overtime that is not documented on the task force member's standard timesheet, the documentation for the overtime hours requested must be provided. Similarly, if the paystub does not clearly show the portion of EMPLOYER-paid benefits, the statements or financial reports that detail those benefits must be provided.

(b) Mileage: All reimbursement requests for mileage incurred on the Participating Agency's vehicles as a direct result of task force members participation in operations and investigations will be reimbursed at the state rate of $0.445/mile and must be accompanied by one of the following:

- A completed ESST Mileage Reimbursement form which uses start and end odometer readings to calculate mileage and documentation of map mileage (i.e., google maps trip). A Participating Agency may submit one form for all mileage costs incurred across all task force members during the reporting month.
- A completed Travel Voucher form for each task force member and documentation of map mileage (i.e., google maps trip).

(c) Pre-approved Training and Travel Costs: Reimbursement of pre-approved training and related travel expenses typically falls into one of two categories:

- A direct payment occurs when the Participating Agency pays for pre-approved training and/or related travel expenses on behalf of the task force member and does not reimburse the member for the expense. If the Participating Agency issued a direct payment for a pre-approved training or related travel expense, the reimbursement submitted to the Department must include a copy of the invoice/receipt and the proof of payment showing where the Participating Agency paid the expense.
- A task force member reimbursement occurs when the task force member pays for their own pre-approved training and/or related travel expense and submits a request to the Participating Agency for reimbursement of their allowable costs. In this instance, the reimbursement submitted to the Department must include a completed travel voucher form and proof of payment that shows the Participating Agency reimbursed the traveler for the pre-approved expense.

For both categories, the approval email from the Special Agent Supervisor (SAS) and/or the Inspector (or their designee) who oversees the Department's Cyber Crime Technology and Telecommunications Division in Tallahassee must be uploaded with the expense documentation.

In addition to the requirements above, additional documentation required when submitting a reimbursement to the Department depends on the type of travel expense being requested.

The following training and/or travel expense receipts ARE required for reimbursement:

- Registration Fees
- Hotel/Lodging
- Airfare/Baggage Fees
- Rental car and associated fuel costs

- Local Transportation/Taxi/Rideshare
- Parking/Tolls

The following travel expense receipts ARE NOT required for reimbursement:

- Meals
- Per Diem

If the travel expense requested for reimbursement is for mileage, the Recipient must include documentation of map mileage (i.e., google maps trip).

If the travel expenses requested for reimbursement are related to attending a conference or training, the Recipient is required to provide a copy of the agenda and/or schedule. If the conference or training provided meals, regardless of whether the attendee consumed them, the Recipient cannot request reimbursement for the corresponding meal expenses.

At a minimum, in relation to (c) above, any invoice or expense receipt submitted as documentation must contain: the dates of service, a brief description of the item or service provided, the number of units, and the cost per unit. Similarly, acceptable forms of proof of payment for (c) above include copies of processed checks (front and back images), card statements showing a charge has been posted to the account, or a bank statement showing funds have been withdrawn from an account.

(2) Closing Budget Reporting Periods: The Participating Agency is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The Participating Agency must close each reporting period no later than the last day of the month immediately following the end of the reporting period. For example, the reporting period for November 1 through November 30 is due no later than December 31. Failure to close the reporting period by the last day of the following month will result in a delay in payment.

The Participating agency shall provide summary information related to the activities completed during the reporting period in the comments section. The Department will reject any reporting period that does not contain a summary of the activities completed so the Participating Agency can add the required information.

For any budget reporting period that ended prior to the activation of this award in the electronic grant management system, the Participating Agency shall enter expenses (if applicable) and close the associated budget reporting period(s) within 45 days of the activation date. In this instance, if any of the reporting periods have expenses for reimbursement, the Participating Agency may link all reporting periods to the first payment request. All other payment requests submitted under this agreement shall only be linked to one reporting period, unless exceptions are granted by the Department.

(3) Submitting the Payment Request: The Participating Agency is responsible for creating and submitting each payment request in the electronic grant management system. The submitted payment request must be linked to the respective closed reporting period and associated expenses under subtitles (1) and (2) of this section. In order to receive prompt reimbursements of eligible expenses under this award, Participating Agencies are strongly advised to submit payment requests no earlier than the first day of the month following a reporting period, and no later than 30 days after the end of the reporting period. For example, if a payment request is for expenses incurred between November 1 and November 30, the payment request should be submitted to the Department between December 1 and December 30. The Participating Agency's failure to submit a payment request to the Department by the advised deadlines will result in delays in receiving payments.

(4) Final Reconciliation and Closeout: The Participating Agency shall complete an internal financial review of all deliverables, activities, contracts, orders, and all other items associated with this agreement and ensure that the final reporting period and any associated final payment request is submitted within 60 days of the end date of the agreement. This liquidation period is available only for the Participating Agency to receive and reconcile outstanding invoices, payments, and similar obligations, that were incurred prior

to the end date of the award. No new obligations, activities, or orders can be made after the end of the award and submitted for reimbursement.

(5) Withholding of Funds: The Department shall reject any payment request for costs related to an uncleared "Withholding of Funds" condition in Section VIII of this agreement. Payment shall be withheld until the requirements of the condition have been met and the condition is cleared through an administrative amendment. For a delinquency associated with subtitle (2) of this section, and/or any issue of noncompliance with the terms and conditions of this agreement that arises during the course of the award, the Department may issue an administrative amendment to add a withholding condition to the award to prevent payment until the delinquency or noncompliance issue is resolved.

SECTION VI: PAYMENTS

This is a cost reimbursement agreement. Funds under this agreement will be disbursed to the Participating Agency for allowable costs incurred during the project period and in conjunction with the receipt, review, and approval of a submitted payment request and all required supporting documentation, as outlined in Section V of this agreement. All payment requests submitted to the Department will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and any Florida Department of Financial Services guidelines. Additional documentation not outlined in Section V of this agreement may be requested by the Department and/or the Florida Department of Financial Services. The Participating Agency may be required to provide the additional requested documentation prior to any funds being disbursed for a submitted payment request.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, the availability of funds, and is subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981, and 215.985, Florida Statutes. The Department's determination of acceptable expenditures reimbursed under this agreement shall be conclusive.

Payments under this agreement will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with §215.422, Florida Statutes. This election is determined by the Participating Agency's own selection in the state's vendor information system. A Participating Agency that wishes to enroll in direct deposit payment can access information on the process on the Florida Department of Financial Services website at https://www.myfloridacfo.com/division/aa/vendors.

SECTION VII: AWARD CONTACTS

Department's Grant Manager

Patricia Stark
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1252
PatriciaStark@fdle.state.fl.us

Participating Agency's Grant Manager (RGM)

Brandon Durango
Financial Resources & Systems Manager
101 Church Street, 4th Floor
Kissimmee, FL 34741
407-518-2210,2216
brandon.durango@kissimmee.gov

Participating Agency's Chief Official (CO)

Charles Broadway
Chief of Police
8 N Stewart Avenue
Kissimmee, FL 34741
407-847-0176,3269
charles.broadway@kissimmee.gov

Participating Agency's Chief Financial Officer (CFO)

Tavia Ritchie
Financie Director
101 Church Street, 4th Floor
Kissimmee, FL 34741
407-518-2210,2220
tavia.ritchie@kissimmee.gov

Any changes to the Participating Agency's Grant Manager (RGM), Chief Official (CO), or Chief Financial Officer (CFO) above after contract execution, must be submitted in the electronic grant management system as a non-monetary amendment request, as described in section III, subtitle (1) of this agreement.

SECTION VIII: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified as a "Withholding of Funds" condition must be cleared through an administrative amendment processed by the Department's Grant Manager prior to issuing a related payment under this award.

Condition Number	Condition Language

SECTION IX: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department to the Participating Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Participating Agency agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Participating Agency is appropriate, the Participating Agency agrees to comply with any additional instructions provided by Department staff to the Participating Agency regarding such audit. The Participating Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Part I: Audits – Federally Funded: This part is applicable if the Participating Agency is a state or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

(1) A Participating Agency that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** of this section lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Participating Agency shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Participating Agency conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

(2) For the audit requirements addressed in Part I, paragraph 1, the Participating Agency shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

(3) A Participating Agency that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. If the Participating Agency expends less than $1,000,000 in federal awards its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal sources (i.e., the cost of such audit must be paid from Participating Agency resources obtained from nonfederal l entities).

Part II: Audits – State Funded:

(1) In the event that the Participating Agency expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Participating Agency (for fiscal years ending June 30, 2017, and thereafter), the Participating Agency must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** of this section lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Participating Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

(2) For the audit requirements addressed in Part II, paragraph 1, the Participating Agency shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(3) If the Participating Agency expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Participating Agency expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Participating Agency's resources obtained from sources other than state entities).

Part III: Other Audit Requirements: The Participating Agency shall provide a completed "Single Audit Certification" for each Participating Agency fiscal year for which this award is active. This certification shall be submitted to the Department within 30 days after the Participating Agency receives the auditor's annual financial report, or nine months after the end of the Participating Agency's fiscal year, whichever is earlier.

Part IV: Report Submission:

(1) Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F – Audit Requirements, and required by Part I of this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Participating Agency directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found on the federal Office of Management and Budget (OMB) website.

(2) Copies of financial reporting packages required by Part II of this section shall be submitted by or on behalf of the Participating Agency directly to each of the following:

(a) The Department at the following email address: OCJGSFA@fdle.state.fl.us

(b) The Florida Auditor General's Office at each of the following locations:

Electronic copy: The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

Paper (hard copy): Auditor General, Local Government Audits/342, Claude Pepper Building, Room 401, 111 West Madison Street, Tallahassee, FL 32399-1450.

(3) Documentation required by Part III of this section shall be submitted by or on behalf of the Participating Agency directly to the Department at OCJGSFA@fdle.state.fl.us.

(4) Any reports, management letters, or other information required to be submitted to the Department pursuant to the agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(5) When submitting financial reporting packages to the Department for audits done in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, Participating Agencys should indicate the date the reporting package was delivered to the Participating Agency.

Part V: Record Retention: The Participating Agency shall retain sufficient records demonstrating compliance with the terms of this award agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or Auditor General access to such records upon request. The Participating Agency shall ensure that audit working papers are made available to the Department or its designee, the CFO, or Auditor General, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Exhibit 1

FEDERAL RESOURCES:
There are no federal resources awarded to the Participating Agency pursuant to this agreement.

STATE RESOURCES:
State resources awarded to the Participating Agency pursuant to this agreement consist of the following:

(1) Matching Resources for Federal Programs: N/A

(2) Subject to section 215.97, F.S.:

(a) State Project

State Awarding Agency: Florida Department of Law Enforcement
State Project Title: Electronic Surveillance Support Team
CSFA Number: 71.010
Award Number: DA012
Award Amount: $12,500.00

(3) Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

(a) The compliance requirements for award DA012 are outlined in this agreement.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of this agreement between the Participating Agency and the Department. If any of the information provided in this section changes after execution of this agreement, the Department shall provide written notice of such changes to the Participating Agency through an administrative award amendment.

(1) Governing Regulations of the State of Florida: This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State.

(a) Lobbying Prohibited: The Participating Agency shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Independent Contractor: In performing its obligations under this agreement, the Participating Agency shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this agreement may be understood to

constitute a partnership or joint venture between the Parties. Neither the Participating Agency nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

(c) Limitations on Advertising: The Department is prohibited from endorsing the project of any Participating Agency of state financial assistance. The Participating Agency shall not publicly disseminate any information or documentation that implies the project described in this agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

(d) Sponsorship: If the Participating Agency is a nongovernmental organization (a non-profit or for-profit) that sponsors a program that is financed wholly or in part by state funds, including funds obtained through this agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Participating Agency's name) and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the Participating Agency. The Department's name, logos, or emblems shall not be utilized.

(e) Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010, F.A.C.

(f) Civil Rights: The Participating Agency agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due to race, religion, color, sex, disability unrelated to such a person's ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Participating Agency arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

(g) E-Verify: The Participating Agency agrees to comply with section 448.095(5), F.S., requiring the Participating Agency and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Participating Agency may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Participating Agency or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Participating Agency must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

(h) Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes referenced in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

(i) Non-Disclosure Agreements: The Participating Agency shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Participating Agency certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all

further obligations of award funds to the entity and will immediately notify the Department. The Participating Agency will not resume obligations until expressly authorized to do so by the Department.

(j) Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under the agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Participating Agency. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this agreement.

(k) Insurance: The Participating Agency shall provide and maintain at all times during this agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this agreement, as required by law, and as otherwise necessary and prudent for the Participating Agency's performance of work under this agreement. The limits of coverage shall not be interpreted as limiting the Participating Agency's liability and obligations under this agreement. All insurance policies shall be through insurers licensed and authorized to do business and write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of this agreement.

(l) Intellectual Property Rights: Where activities supported by this agreement result in the creation of intellectual property, the Participating Agency shall notify the Department, and the Department will determine whether the Participating Agency will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use and to authorize others to use for state government purposes, any resulting patented, copyrighted, or trademarked work products developed under this agreement. The Department will also determine whether the Participating Agency will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

(m) Prohibited Vendor Lists: The Participating Agency may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Participating Agency is found to be included on any prohibited vendor lists, the Department may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

(i) The "Convicted Vendor List", pursuant to section 287.133, F.S.
(ii) The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
(iii) The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
(iv) The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
(v) The "Suspended Vendor List", pursuant to section 287.1351, F.S.
(vi) The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

(2) Funding and Payment Considerations: This agreement is subject to the following funding and payment conditions.

(a) Funding Requirements: Pursuant to s. 215.971(1), F.S., the Participating Agency may only expend funding under this agreement for allowable costs identified in Section III of this agreement that were incurred between the start and end dates of the award. Any balance of unspent or unobligated funds at the time of closeout shall revert to the State. If it is determined at any point that funds were paid to the Participating Agency in excess of what should have been paid, the Participating Agency shall refund the overage to the Department.

(b) Total Compensation: Payments under this agreement shall not exceed the total award amount and shall only be disbursed after the Department's review and acceptance of the Participating Agency's performance of allowable activities outlined in this agreement.

(c) Financial Management: The Participating Agency agrees to maintain all records and documents in accordance with generally accepted accounting procedures and practices. The Participating Agency must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each grant award received. The commingling of funds is strictly prohibited.

(d) Expenditures: All expenditures under this agreement must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Florida Department of Financial Services.

(e) Taxes: The Participating Agency may use its own tax exemption certificate when paying suppliers to fulfill obligations under this agreement. The Participating Agency shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from award activities, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

(f) Refunds: If the Participating Agency, its independent auditor, the Department, or any other oversight entity discovers that an overpayment has been made, or that funds previously reimbursed under this award were reimbursed by another source, the Participating Agency shall contact the Department's Grant Manager immediately. The Department shall provide a Refund Request Form to the Participating Agency to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery or notice. Checks shall be made payable to the "Florida Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to: FDLE – Cash Receipts, P.O. Box 1489, Tallahassee, FL 32302-1489. If repayment is not made in a timely manner, the Department shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Department may choose to recoup the overpayment from the next payment request submitted.

(g) Recoupment of Funds: If the Participating Agency's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Department or State, the Department may recoup such costs or losses from reimbursement owed to the Participating Agency under this agreement. In the event additional costs or losses arise when no funds remain available under this agreement, the Participating Agency shall repay such costs to the Department in full within 30 days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative time frame.

(3) Mandatory Disclosures: This agreement is subject to the following disclosure and fraud-related conditions.

(a) Legal Proceedings: The Participating Agency shall disclose, in writing, all civil and criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.

(b) Duty of Disclosure: The duty to disclose proceedings involving activities under this agreement applies to each officer and director of the Participating Agency, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceedings causes the Department concern about the Participating Agency's ability or willingness to perform work under this agreement, upon the Department's request, the Participating Agency shall provide the Department with all reasonable assurances that: (1) the Participating Agency will be able to perform work in accordance with the terms and conditions of this agreement; and (2) the Participating Agency and/or its employees, agents, vendors, and

contractors have not and will not engage in conduct similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

(c) Notification of Instances of Fraud: Upon discovery, the Participating Agency shall report known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Participating Agency, its employees, an agent, vendor, or contractor, to the Department within 24 hours of the discovery.

(d) Conflicts of Interest: The Participating Agency shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Participating Agency must disclose in writing to the Department any actual or potential conflicts of interest, as well as all violations of any state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. Furthermore, this agreement is subject to Chapter 112, F.S. The Participating Agency shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida, as well as the name of any state employee who owns, directly or indirectly, more than five percent (5%) interest in the Participating Agency organization or its affiliates.

(e) Foreign Gifts and Contracts: The Participating Agency shall comply with any applicable disclosure requirements in Section 286.101, F.S.

(4) Public Records Requirements: This agreement is subject to the following public records related conditions.

(a) Public Records Law: The Participating Agency shall allow public access to all documents, papers, letters, or other materials made or received in accordance with this agreement unless the public records are exempt from disclosure pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics, or means of transmission of the records. In the event the Department requests public records related to this agreement, the Participating Agency shall provide copies of all requested information to the Department within 10 business days of the request. The Department may unilaterally terminate this agreement if the Participating Agency refuses to allow public access to records as required by law.

(b) Public Records Requests: All requests to inspect or copy public records relating to this agreement must be made directly to the Department. Notwithstanding any provision to the contrary, disclosure of any records made or received by the State in conjunction with this agreement is governed by public record law.

(c) Exemption from Public Records: If the Participating Agency has a reasonable, legal basis to assert that any portion of any public record submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure, the Participating Agency must simultaneously provide the Department with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Participating Agency claims are confidential shall be redacted. If the Participating Agency fails to submit a redacted copy of the records, such action may constitute a waiver of any claim of confidentiality.

(d) Requests for Redacted Records: If the Department receives a request for records that include those marked as confidential, the Department will provide the Participating Agency-redacted copies to the requestor. If a requester asserts a right to portions of the records claimed as confidential, the Department will notify the Participating Agency that such assertion has been made. It will be the Participating Agency's responsibility to assert that the portions of the records in question are exempt under public records law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portion of records the Participating Agency claims as confidential in a legal proceeding, the Department will give the Participating Agency prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the

release is otherwise prohibited by law. The Participating Agency shall be responsible for defending their own determination of record confidentiality. No right or remedy for damages against the Department may arise from any disclosure made by the Department based on the Participating Agency's failure to promptly, legally protect its claim of exemption.

(e) Records Transfer: If the Participating Agency's record retention requirements terminate prior to the requirements stated herein, the Participating Agency may meet the Department's record retention requirements by transferring its records to the Department at that time, and by destroying duplicate records in accordance with Section 501.71, F.S., and if applicable, Section 119.0701, F.S. The Participating Agency shall adhere to established information destruction standards such as those released by the National Institute of Standards and Technology.

(f) Applicability of Chapter 119, F.S.: If the Participating Agency has questions regarding the application of Chapter 119, F.S., and/or the Participating Agency's duty to provide public records related to this agreement, the Participating Agency shall contact the Department's Public Records Section via email at publicrecords@fdle.state.fl.us, or by phone to (850) 410-7676.

(5) Nonexpendable Property: If this agreement provides funding for the acquisition of nonexpendable property, the Participating Agency must adhere to the conditions outlined below. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible property of a nonconsumable nature.

(a) Procurement Guidelines: The Participating Agency shall adhere to their own established procurement policy, provided the policy is documented in writing. In the absence of a written procurement policy, the Participating Agency shall adhere to state procurement guidelines as applicable.

(b) Property Supervision and Control: Pursuant to section 273.03, F.S., the Participating Agency is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property acquired under this agreement.

(c) Maintenance of Property: The Participating Agency shall be responsible for the correct use of all nonexpendable property obtained using funds from this agreement. The Participating Agency shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

(d) Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Participating Agency. The Participating Agency shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include at a minimum: a unique property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

(e) Equipment Disposition: If the Participating Agency intends to dispose of any nonexpendable property acquired under this agreement within five (5) years after the award end date, the Participating Agency shall notify the Department by completing and submitting the CJG's State Financial Assistance Equipment Disposition Form. The Participating Agency shall follow its own equipment-disposition guidelines when disposing of such property, provided those guidelines comply with applicable state requirements.

(6) Purchase of or Improvements to Real Property: If this agreement contains funding for the purchase of or improvement to real property, the Participating Agency must adhere to the conditions outlined below. For the purposes of this section, real property means land, buildings, including appurtenances, fixtures, and fixed equipment or structures, including additions, replacements, major repairs, and renovations to real property, which materially extend its useful life, materially improve or change its functional use, and includes furniture/equipment necessary to furnish and operate a new or improved facility if the furniture/equipment was appropriated as part of a fixed capital outlay (FCO) project.

(a) Issuance of Security Interest: In accordance with section 287.05805, F.S., if funding provided under this agreement is used for the purchase of or improvement to real property. The Participating Agency shall grant the Department a security interest in the property in an amount equal to the total amount of this agreement for five (5) years from the date of purchase or completion of improvements, or as further required by law.

(b) Additional Security Interest Requirements for Nonprofits: In addition to paragraph (a) above, if the Participating Agency is a nonprofit, and this agreement is used for the purpose of or improvement to real property, pursuant to section 216.348, F.S., the Participating Agency shall provide an affidavit completed by an agent or director of the Participating Agency organization, certifying, under oath, the Participating Agency is a nonprofit prior to receiving any funding disbursed under this agreement. In addition, the Participating Agency shall adhere to the additional related requirements outlined in the subparagraphs below.

(i) The Participating Agency shall execute and deliver to the Department a Mortgage Lien and Security agreement (further referred to as the "Mortgage") in a format prescribed by the Department. The Mortgage grants the Department a mortgage lien and/or security interest in the property to be purchased or improved with funds disbursed under this award agreement in the county in which the property is located for a term commencing with the date the Mortgage is executed and ending on a date that is five (5) years from the date of completion or completion of improvements, whichever is later, unless a different term period is further authorized in the Mortgage. All terms and conditions from the Mortgage are incorporated into this award agreement by reference.

(ii) The Participating Agency agrees to pay all costs associated with the perfection of the liens and security interests under the Mortgage and the Notice of Federal Interest (NFI), referred to in subparagraphs (v) and (vii) below. This includes without limitation all recording and filing fees and the costs of any continuation statements, and any taxes associated with this agreement, the Mortgage, the NFI, and all documentary tax stamps.

(iii) In the event the effective term of the Mortgage or security interest associated with this award exceeds five (5) years, and if extraordinary circumstances exist, the Participating Agency may request that the Department relinquish its interest sooner than the expiration of the Mortgage that is currently in effect. The Department must find that the early relinquishment is in the best interest of the State. Under no circumstance will the Department consider such request earlier than five (5) years after the purchase or completion of construction or renovation, whichever is later. The decision to approve such a request is the exclusive determination of the Department and shall not be reviewable by any court or administrative forum.

(iv) The Participating Agency shall notify the Department in writing of the date of completion of construction or renovation and shall maintain a copy of the notification in its files together with a written acknowledgement of the Department's receipt and approval of the notification of completion. The notification and the acknowledgement of the Department's receipt and approval of the notification shall be in recordable form and shall be recorded in the public records of the county in which the property is located.

(v) Prior to the disbursement of any grant funding under this agreement, the Participating Agency shall furnish to the Department satisfactory evidence of, and, if required by the Department, a commitment for, a policy or policies of title insurance insuring good and marketable fee simple title to the property to be purchased and/or improved with funding under this agreement, the Participating Agency's interest therein, the lien of the Mortgage, and the lien of any NFI required to be executed and filed, free and clear of all liens, encumbrances, and interests other than those acceptable to the Department. If a commitment for title insurance is required, the Participating Agency shall cause the final policy or policies of title insurance to be issued and delivered to the Department promptly after the recording of the Mortgage or any required NFI. All required documentation and any title insurance shall be in such forms and amounts as are acceptable to the Department.

(vi) Prior to the execution and recording of the Mortgage and any NFI required by this agreement, the Participating Agency shall not make, or cause to be made, any improvements to the property to be purchased and/or improved with this agreement that could give rise to a lien under the Construction Lien Law, Chapter 713, Part I, Florida Statutes. All title evidence, title insurance commitments, and title insurance policies required under this agreement shall reflect that no notice of commencement under the Construction Lien Law has been recorded.

(vii) The Participating Agency shall keep the property to be purchased and/or improved with this agreement insured against such perils and in such forms as are acceptable to the Department, including forms containing a loss-payable provision in favor of the Department and provisions requiring the insurer to notify the Department of any changes in the policy or coverage. The Department may require the Participating Agency to provide evidence of compliance with this condition at any time and may withhold payment under this agreement until such evidence is received.

(c) Expiration of Security Interest: Upon the expiration of this agreement, the Participating Agency is authorized to retain ownership of the improvements made to, and the purchase or construction of, the real property set forth in this agreement, provided that: (1) the Participating Agency organization is not sold, merged, or acquired; (2) the real property is owned by the Participating Agency; and (3) the real property continues to be used for the purposes described in this agreement. If, within five (5) years after the expiration of this agreement, the Participating Agency is unable to satisfy any of these three requirements, the Participating Agency shall notify the Department in writing upon learning of the issue, but no later than 30 calendar days before the deficiency occurs. In such event, the Department shall have the right, in its sole discretion, to demand reimbursement of some or all of the funding provided to the Participating Agency under this agreement.

(7) Subawards, Contracts, and Assignments: Unless otherwise specified in section II and/or III of this agreement, or through written prior approval of the Department, the Participating Agency may not: (1) subgrant any of the funds provided under this agreement to another entity; (2) contract its duties or responsibilities under this agreement out to a third party; or (3) assign any of the Participating Agency's rights or responsibilities herein, unless specifically permitted by law to do so. If approved to do so, the Participating Agency must adhere to the conditions outlined below.

(a) Participating Agency Responsibilities: The Participating Agency agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If the Department approves the Participating Agency's request to subaward, subcontract, or assign any or all of the work to be performed under this agreement, those arrangements shall be evidenced by a written contract between the Participating Agency and the third party that contains all provisions necessary to ensure the third party's compliance with applicable state and federal laws, as well as the terms and conditions of this agreement. The Participating Agency shall ensure that any third party performing work under this agreement are individuals, who meet or exceed any specified training qualifications and possess any necessary certification or licensing for their respective industry. The Participating Agency is solely liable to the third party for all expenses and liabilities incurred under their third-party agreement. The Participating Agency may be entitled to reimbursement of some third-party expenses if expressly approved in Section III of this agreement.

(b) Subrecipient Responsibilities: If the third party is determined to have a subrecipient relationship with the Participating Agency identified in this agreement, the third party is required to comply with all provisions outlined in section IX of this agreement. The Participating Agency shall include the aforementioned requirements in their third-party agreement.

(c) Subrecipient agreements: Pursuant to section 215.971, F.S., the contractual agreement between the Participating Agency and any third-party subrecipient performing work under this award shall include, or be amended to include:

(i) A scope of work that clearly establishes the tasks and activities the third party will perform.

(ii) Specific deliverables related to the tasks/activities outlined in the scope of work.

(iii) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.

(iv) The financial consequences that will apply if the minimum level of performance is not attained.

(v) The financial consequences that will apply if the third party fails to perform in accordance with the contract.

(d) Timely Payment of Advanced Funds to Third Parties: If the Participating Agency receives a cash advance under this award to pay an invoice for a third-party subrecipient or contractor, the Participating Agency shall make payments to the third party within seven (7) working days of the receipt of the advanced funds. Pursuant to section 287.0585, F.S., the Participating Agency's failure to pay the third-party subrecipient or contractor within this time frame shall result in a statutory penalty against the Participating Agency and paid to the third party in the amount of one-half of one percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance.

(8) Non-profit Participating Agency Additional Requirements: If the Participating Agency is a non-profit organization, the Participating Agency must adhere to the conditions outlined below. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, and/or any in-kind payments, reimbursements, or allowances for moving expenses, vehicles or other transportation, phone services, medical services, housing, and meals.

(a) Allocations for Remuneration Form: Pursuant to section 216.1366(3), and Executive Order 22-44, a Participating Agency that is a non-profit entity must provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the Participating Agency's board of directors or an executive officer within the Participating Agency organization. If required by a condition listed in Section VIII of this agreement, the Participating Agency shall post the completed "Nonprofit State Fund Allocations for Remuneration" form on their website, if the Participating Agency maintains a website.

(b) Compensation Paid Using State Funds Form: If required by a condition listed in section VIII of this agreement, the Participating Agency shall post any complete "Compensation Paid Using State Funds" form on their website, if the Participating Agency maintains a website.

(c) IRS Form 990: Pursuant to Executive Order 22-44, a Participating Agency that is a non-profit entity that receives 50% or more of their annual funding from the State of Florida must submit a copy of their IRS Form 990 to the Department when it is filed. Any subsequent changes or corrections that are made to a Form 990 during the project period must be submitted to the Department within 30 days of the change.

(9) Indemnification: The Participating Agency is required to adhere to the conditions outlined below.

(a) Limitations of Liability: Both the Participating Agency and the Department agree to defend, indemnify, and hold harmless the other party, and their officers, agents, and employees, from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials, agents, partners, employees, subrecipients, or contractors acting within the scope of their official duties, or arising out of or resulting from activities performed under this agreement. Each party's indemnification is expressly limited to the amounts set forth in section 768.28(5), Florida Statutes. The foregoing shall not constitute an agreement by either party to assume liability of any kind for the acts, omissions, and/or negligence of the other party or the other party's officials, agents, partners, employees, subrecipients, or contractors.

(b) Limitations of Liability for Intellectual Property: The Participating Agency shall fully defend, indemnify, and hold harmless the State of Florida and the Department from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right. The foregoing obligation shall not apply to the Department's misuse or modification of the Participating Agency's products or the Department's operation or use of the Participating Agency's products in a manner not contemplated by this agreement. If any product is the subject of an infringement suit, or the Participating Agency believes is likely to become the subject of such suit, the Participating Agency may, at its sole expense, procure for the Department the right to continue using the product or to modify the product to become non-infringing. If the Participating Agency is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Participating Agency shall remove the product and refund the Department the amounts paid in excess of a reasonable rental cost for past use. The Department shall not be liable for any royalties.

(c) Indemnification Contingencies: The Participating Agency's obligations under paragraphs (a) and (b) above, with respect to any legal action, are contingent upon the State of Florida or the Department giving the Participating Agency: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend such action at the Participating Agency's sole expense; and (3) assistance in defending the action at the Participating Agency's sole expense. The Participating Agency shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Department in any legal action without the Participating Agency's prior written consent, which shall not be unreasonably withheld.

(d) Sovereign Immunity: Nothing in this agreement shall constitute a waiver of the Participating Agency's rights, privileges, and immunities under the doctrine of sovereign immunity or provisions in section 768.28, F.S.

(10) Termination Provisions: This agreement is subject to the following conditions relating to termination and force majeure.

(a) Termination for Cause: The Department shall notify the Participating Agency, in writing, if corrective action is required for any issue of noncompliance, nonperformance, or unacceptable performance of work under this agreement. If the Participating Agency fails to implement and/or maintain a corrective action plan agreed upon by the Department, the Department may, at its sole discretion, terminate the agreement.

(b) Termination Due to Funding Reversion: If the appropriation for this agreement is withdrawn or redirected, the Department shall provide written notice to the Participating Agency at the earliest possible time. The termination of this agreement due to a funding reversion shall not constitute a default by the State of Florida or the Department.

(c) Termination for Convenience: The Department may terminate this agreement, in whole or in part, by providing written notice to the Participating Agency that it is in the best interest of the State of Florida or the Department to do so. Any activity performed after the receipt of the termination notice is the sole responsibility of the Participating Agency. The Participating Agency shall not be entitled to recover any cancellation charges or lost profits.

(d) Participating Agency's Responsibilities upon Termination: Upon receipt of a notice of termination, the Participating Agency shall:

(i) Stop all work on the date the termination notice is received to the extent specified in the written notice;

(ii) In the event the termination notice results in a partial termination, complete the performance of work under the agreement that was not terminated by the Department;

(iii) Take action as necessary, or as specified by the Department, to protect and preserve any property in the Participating Agency's possession in which the Department has or may acquire an interest; and

(iv) Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this agreement. No additional compensation will be paid to the Participating Agency for its services in connection with the transfer or assignment.

(e) Force Majeure: Neither the Participating Agency nor the Department shall be liable to the other party for any delay or failure to perform under this agreement if such delay or failure is neither fault of nor caused by the negligence of the performing party, its officials, agents, partners, and employees, and the delay is directly attributable to acts of Gods, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the performing party's control, or for any of the foregoing acts that affect subrecipients, contractors, or suppliers if no alternate source of supply is available. In the event a delay arises from the foregoing acts, the performing party shall take all reasonable measures to mitigate resulting damages, costs, delays, or disruptions to the performance requirements under this agreement. Nothing in this paragraph shall be construed to automatically extend the award period or the availability of the funding to be disbursed under this agreement.

(f) Notification Requirements for Force Majeure Delays: If the Participating Agency believes a delay is excusable under paragraph (e) above, the Participating Agency shall notify the Department in writing of the actual or potential delay and its cause. This notice must be provided within 10 calendar days after the Participating Agency knew or reasonably should have known that the delay would occur, or within five (5) calendar days after the Participating Agency first had reason to believe a delay could result if the delay was not reasonably foreseeable. The foregoing notification requirement shall not be construed to constitute the Participating Agency's sole remedy or excuse with respect to the delay. Providing the notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, at its sole discretion, shall make a determination if the delay is excusable under paragraph (e) above and notify the Participating Agency of such determination in writing. No claim for damages associated with the delay shall be asserted against the Department and the Participating Agency shall not be entitled to an increase in the amount of funding provided by this agreement or additional payments of any kind from the Department.

(g) Resuming Activities after Force Majeure Delays: If performance is suspended or delayed, in whole or in part, due to any act in paragraph (e) above, and as validated by the Department under paragraph (f), the Participating Agency shall resume performance as soon as reasonably feasible after the conclusion of the delaying act, unless advised otherwise in writing by the Department. If the Department determines, at its sole discretion, that the delay will significantly impair the ability of the Participating Agency to complete the activities under this award agreement, and within the maximum allowable remaining project timeframe to fully complete outstanding activities and liquidate allowable obligations, the Department may, in whole or in part, terminate the agreement upon providing written notice to the Participating Agency of such decision.

(e) Severability: In the event any provisions of this agreement, in whole or in part, are determined to be void or unenforceable by a court of competent jurisdiction, the specific provision(s) will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions not affected by the court's determination remain in full force and effect.

(f) Survival: Any term, condition, or obligation of the Participating Agency and the Department in this agreement, whether by its express term, nature, or context, that is intended to survive the termination or expiration of this agreement, shall survive any such termination or expiration.

SECTION XI: SIGNATURES

In witness whereof, the Department and Participating Agency affirm they each have read and agree to the conditions set forth in Section VII through Section X of this agreement, have read and understand the agreement in its entirety, and have executive this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: DA012 **Award Amount:** $12,500.00

Participating Agency
City of Kissimmee Police Department

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Participating Agency Chief Official

Signature: _____ Date: _____

Typed Name and Title: Charles Broadway, Chief of Police

***** If using a designee, sign the Chief Official Designee section below*****

Participating Agency Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Participating Agency Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Florida Department of Law Enforcement
Orlando Regional Operations Center

The Participating Agency named above has executed an MAA as required under this program and is approved by the FDLE Orlando Regional Operations Center to receive reimbursement for eligible costs incurred in accordance with this agreement.

Signature: _____ Date: _____

Printed Name and Title: Felipe Williams, Special Agent-in-Charge

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

As of the date signed below this award has completed its required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

ITEM 7.I
FY 2026 Edward Byrne Memorial Justice Assistance Grant Program

Request

Approval to apply for the FY 2026 Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program — Local Solicitation from the United States Department of Justice Office. (Grant # JAG28)

Explanation

The Police Department requests approval to apply for the FY 2026 (BJA) Edward Byrne Memorial Justice Assistance Grant Program. On August 25, 2026, the City was notified that the Office of Justice Programs is open to applications for funding under the FY 2026 BJA Edward Byrne Memorial Justice Assistance Grant program. The City is eligible for $63,886.00, which will be allocated for the partial funding of salaries for two Police Officers and one Police Sergeant as outlined in the grant application. The balance of the monies needed for the salaries and benefits of the Officers and Sergeant will continue to come from the General Fund.

Recommendation

Approval to apply for the FY 2026 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program (Grant # JAG28)

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula

Grants.gov Funding Opportunity Number: O-BJA-2026-172705

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **October 9, 2026, by 11:59 p.m. ET**
2. Submit full application in JustGrants: **October 16, 2026, by 8:59 p.m. ET**

Bureau of Justice Assistance
U.S. Department of Justice

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula**. This opportunity will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

See the Eligible Applicants section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.738
Statutory Authority	Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Grants.gov Opportunity Number	O-BJA-2026-172705
Expected Total Amount of Funding	Up to $96,518,469
Anticipated Number of Awards	1,190
Award Type(s)	Grants
Anticipated Award Amount	Up to $4,964,030
Expected Award Period(s)	24 months (awards less than $25,000) or 48 months (awards $25,000 or more) starting on October 1, 2025

Key Dates and Times

NOFO Release Date	August 25, 2026
SAM.gov Registration/Renewal	Begin the process by September 1, 2026, and no later than September 9, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on October 9, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 16, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- County governments
- City or township governments
- Special district governments
- Native American tribal governments (federally recognized)

Other

- Other units of local government

"Other" Entities Definition:

- By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the JAG Allocations page and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (*i.e.,* not listed in the allocation charts) will not be accepted for funding.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP's priorities include:

a. Directly supporting law enforcement operations (including immigration law enforcement operations);
b. Combatting violent crime;
c. Supporting services to American citizens;
d. Protecting American children; and
e. Supporting American victims of trafficking and sexual assault.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal,

state, local, tribal, and territorial law enforcement. BJA encourages state and local recipients of FY 2026 JAG funding to join federal law enforcement agencies in addressing the following challenges.

Combating Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations.

Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violent crime reduction projects, including the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations, and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI); the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF); the Drug Enforcement Administration; the United States Marshals Service; and the Department of Homeland Security. Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS), as well as to interrupt drug cartels' use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's UAS page for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, entering into and fully participating in a 287(g) partnership and/or a Homeland Security Task Force, honoring detainers, protecting critical infrastructures, and information/intelligence problems).

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment, institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Unallowable Activities: The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY 2026 Local JAG Allocations are listed on the JAG Allocations website, with separate lists for each state. According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** See the JAG FAQs for more information on the requirements for disparate groups.

The JAG statutory formula is fully described within the JAG Technical Report.

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at 34 U.S.C. § 10153 (A)(1-5), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and it prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Administrative Costs: The JAG statute, at 34 U.S.C. § 10152, requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a state or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(11) apply.

Goals and Objectives of This Funding Opportunity

Goal: Improve the administration of the criminal justice system.

- **Objective 1:** Provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.
- **Objective 2:** Assist units of local government with their criminal justice needs.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the Post-Award Requirements and Administration section.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving Program Goals and Objectives. Read information on performance reporting.

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The table below lists the contents for your application. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424	Online Form
Step 2: JustGrants	
Standard Applicant Information	Online Form
Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) • JAG Survey	Online Form
Proposal Narrative	Attachment
Budget	Attachment
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable)	Attachment
Additional Application Components • Certifications and Assurances by the Chief Executive of the Applicant Government • BWC Policy Certification (if applicable) • Body Armor Mandatory Wear Certification (if applicable) • Extreme Risk Protection Order (ERPO) Certification (if applicable) • Prohibited Expenditure Waiver Request (if applicable) • Unmanned Aircraft System (UAS) Certification (if applicable) • Counter-UAS Certification (if applicable)	Attachment

Standard Applicant Information

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

- The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this questionnaire.

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

1. To initiate the survey, click on the survey title to open.
2. When you have completed the survey, click the "Finish" button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the "Actions" menu in the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select

"Refresh." The status of your completed survey will change to "Resolved—Completed."

5. To verify responses to a completed survey, click the survey title to reopen it and view your saved responses.
6. To change and/or update responses to a completed survey, click the "Reopen" option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants.

Sections of the Proposal Narrative

The Proposal Narrative must include the three sections listed below.

1. Description of the Need: What critical issue or problem do you propose to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.

2. Project Design and Implementation: How will you implement project activities that meet the project goals and objectives? Please include the following:

- Describe how JAG funds will be coordinated with state and related justice funds.
- Provide description of the programs to be funded over the grant period, to include any subawards.

3. Capabilities and Competencies: What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Reports for additional details on performance measures for this funding opportunity.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on project evaluations.

Budget and Associated Documentation

Budget

Use the Budget Detail Separate Attachment (attach file in JustGrants) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.

- List each cost needed to implement the project under the appropriate cost category.

- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[1]

The following information specific to this funding opportunity will help you develop your project budget:

- In addition to the instructions above, Local JAG applicants must include in the budget worksheet the following:
- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line-item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively, separate budget attachments for each partner of unit of local government are acceptable.
- Funding restrictions—JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

  Additional restrictions apply to certain costs or activities, to include but not limited to:

  - Administrative costs
  - Prohibited items per 34 U.S.C. § 10152, absent a waiver
  - UAS and C-UAS
  - Body Armor
  - Body Worn Cameras
  - ERPO activities
  - DNA Testing of Evidentiary Materials

Please refer to the JAG Frequently Asked Questions for more information.

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and

[1] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

whether you need to request approval to exceed those limits.

Additional Application Components

Attach these in JustGrants:

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** Found at: https://bja.ojp.gov/program/jag/certifications-assurances. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2).
- **Body-Worn Camera (BWC) Policy Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for a BWC project.
- **Body Armor Mandatory Wear Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for body armor.
- Extreme Risk Protection Order (ERPO) Certification (if applicable): Only required if JAG funds will be used for an ERPO program.
- **Prohibited Expenditure Waiver Request (if applicable)**: Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request.
- **Unmanned Aircraft System (UAS) Certification (if applicable)**: Only required if a JAG application will include costs for UAS in the budget.
- **Counter-UAS Certification (if applicable)**: Only required if a JAG application will include costs for C-UAS in the budget.

Refer to the JAG Frequently Asked Questions for more information on these attachments. If a required attachment is missing from an eligible JAG application, OJP will issue an award agreement, but funds may be withheld until it is provided.

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit you application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the Application Resource Guide for information on the application review process for formula grants, including risk review, and the deciding official.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

An official website of the United States government Here's how you know

VIEW GRANT OPPORTUNITY

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O-BJA-2026-172705

BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula

Department of Justice

Bureau of Justice Assistance

Apply

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SYNOPSIS VERSION HISTORY RELATED DOCUMENTS PACKAGE

Select Grant Opportunity Package

PLEASE READ BEFORE APPLYING!

If you view and complete your application package using Grants.gov downloadable PDF forms, you MUST have Adobe Reader installed. You may receive a validation error using incompatible versions of Adobe Reader. To prevent a validation error, it is now recommended you uninstall any earlier versions of Adobe Reader and install the latest compatible version of Adobe Reader. If more than one person is working on the PDF forms, ALL applicants must be using the same Adobe Reader version. Click for more information on Adobe Reader Compatibility.

Opportunity Package(s) Currently Available for this Funding Opportunity:



Assistance Listing Number	Competition ID	Competition Title	Opportunity Package ID	Opening Date	Closing Date
16.738			PKG00294057	Aug 25, 2026	Oct 09, 202

Similar Opportunities (identified by AI)

O-BJA-2026-172704 O-BJA-2026-172648 O-BJA-2026-172656

DOT-HASS-FY26-DIIG FOA-ILAB-26-44

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2026 Florida Local JAG Allocations

Only jurisdictions listed below in the state are eligible to receive FY 2026 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding.

2) Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the JAG the Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions. For additional details regarding the JAG formula and award calculation process, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	ALACHUA County	County	$17,796	
FL	GAINESVILLE City	Municipal	$96,334	$114,130
FL	BROWARD County	County	$28,323	
FL	CORAL SPRINGS City	Municipal	$14,364	
FL	DANIA BEACH City	Municipal	$18,257	
FL	DAVIE Town	Municipal	$23,189	
FL	DEERFIELD BEACH City	Municipal	$27,833	
FL	FORT LAUDERDALE City	Municipal	$102,131	
FL	HALLANDALE BEACH City	Municipal	$17,161	
FL	HOLLYWOOD City	Municipal	$39,255	
FL	LAUDERDALE LAKES City	Municipal	$26,448	
FL	LAUDERHILL City	Municipal	$50,590	
FL	MIRAMAR City	Municipal	$20,968	
FL	NORTH LAUDERDALE City	Municipal	$19,267	
FL	OAKLAND PARK City	Municipal	$23,910	
FL	PEMBROKE PINES City	Municipal	$16,382	
FL	PLANTATION City	Municipal	$20,276	
FL	POMPANO BEACH City	Municipal	$75,365	
FL	SUNRISE City	Municipal	$16,498	
FL	TAMARAC City	Municipal	$15,517	$555,734
FL	LEON County	County	$34,207	
FL	TALLAHASSEE City	Municipal	$97,603	$131,810
FL	PINELLAS County	County	$31,582	
FL	ST PETERSBURG City	Municipal	$137,953	$169,535
FL	ALTAMONTE SPRINGS City	Municipal	$13,844	
FL	APOPKA City	Municipal	$23,593	
FL	BAY County	County	$24,256	
FL	BELLE GLADE City	Municipal	$18,200	
FL	BOCA RATON City	Municipal	$15,200	
FL	BOYNTON BEACH City	Municipal	$20,709	
FL	BRADENTON City	Municipal	$25,179	
FL	BREVARD County	County	$41,562	
FL	CAPE CORAL City	Municipal	$27,083	
FL	CHARLOTTE County	County	$18,113	
FL	CITRUS County	County	$31,381	
FL	CLAY County	County	$40,033	

FL	CLEARWATER City	Municipal	$38,014	
FL	COCOA City	Municipal	$18,661	
FL	COLLIER County	County	$57,108	
FL	COLUMBIA County	County	$16,296	
FL	DAYTONA BEACH City	Municipal	$64,463	
FL	DE LAND City	Municipal	$15,546	
FL	DELRAY BEACH City	Municipal	$14,767	
FL	DORAL City	Municipal	$10,210	
FL	ESCAMBIA County	County	$129,041	
FL	FLAGLER County	County	$17,738	
FL	FLORIDA CITY City	Municipal	$24,314	
FL	FORT MYERS City	Municipal	$44,273	
FL	FORT PIERCE City	Municipal	$22,468	
FL	GREENACRES City	Municipal	$10,672	
FL	HERNANDO County	County	$39,081	
FL	HIALEAH City	Municipal	$38,187	
FL	HIGHLANDS County	County	$18,344	
FL	HILLSBOROUGH County	County	$160,998	
FL	HOMESTEAD City	Municipal	$59,040	
FL	INDIAN RIVER County	County	$10,845	
FL	JACKSONVILLE BEACH City	Municipal	$11,104	
FL	JACKSONVILLE City	Municipal	$510,251	
FL	KISSIMMEE City	Municipal	$29,938	
FL	LAKE CITY City	Municipal	$14,479	
FL	LAKE County	County	$40,985	
FL	LAKE WORTH BEACH City	Municipal	$27,573	
FL	LAKELAND City	Municipal	$26,362	
FL	LARGO City	Municipal	$26,420	
FL	LEE County	County	$114,187	
FL	LEESBURG City	Municipal	$11,854	
FL	MANATEE County	County	$120,475	
FL	MARION County	County	$65,386	
FL	MARTIN County	County	$24,141	
FL	MELBOURNE City	Municipal	$55,868	
FL	MIAMI BEACH City	Municipal	$68,328	
FL	MIAMI City	Municipal	$205,444	
FL	MIAMI GARDENS City	Municipal	$41,418	
FL	MIAMI-DADE County	County	$477,515	
FL	MONROE County	County	$13,325	
FL	NASSAU County	County	$11,825	
FL	NEW PORT RICHEY City	Municipal	$10,672	
FL	NORTH MIAMI BEACH City	Municipal	$24,458	
FL	NORTH MIAMI City	Municipal	$41,129	
FL	OCALA City	Municipal	$31,034	
FL	OCOEE City	Municipal	$12,950	
FL	OKALOOSA County	County	$44,360	
FL	OPA-LOCKA City	Municipal	$29,967	
FL	ORANGE County	County	$273,714	
FL	ORLANDO City	Municipal	$209,915	
FL	ORMOND BEACH City	Municipal	$10,758	
FL	OSCEOLA County	County	$63,886	
FL	PALM BAY City	Municipal	$38,043	
FL	PALM BEACH County	County	$118,888	
FL	PALM SPRINGS Village	Municipal	$16,584	
FL	PANAMA CITY BEACH City	Municipal	$10,787	
FL	PANAMA CITY City	Municipal	$21,343	
FL	PASCO County	County	$126,243	

FL	PENSACOLA City	Municipal	$16,469	
FL	PINELLAS PARK City	Municipal	$11,854	
FL	PLANT CITY City	Municipal	$16,584	
FL	POLK County	County	$116,379	
FL	PORT ST LUCIE City	Municipal	$22,324	
FL	RIVIERA BEACH City	Municipal	$31,352	
FL	SANFORD City	Municipal	$32,102	
FL	SANTA ROSA County	County	$20,824	
FL	SARASOTA City	Municipal	$30,054	
FL	SARASOTA County	County	$32,909	
FL	SEMINOLE County	County	$32,073	
FL	ST CLOUD City	Municipal	$11,306	
FL	ST LUCIE County	County	$29,592	
FL	SUMTER County	County	$12,950	
FL	SUWANNEE County	County	$12,027	
FL	TAMPA City	Municipal	$168,238	
FL	TITUSVILLE City	Municipal	$18,863	
FL	VOLUSIA County	County	$56,531	
FL	WALTON County	County	$10,181	
FL	WEST PALM BEACH City	Municipal	$73,346	
FL	WINTER GARDEN City	Municipal	$14,104	
FL	WINTER HAVEN City	Municipal	$14,421	
	Local total		$5,846,520	

ITEM 7.J
Edward Byrne Memorial Justice Assistance Grant Program FY2025

Request

Request to accept the Edward Byrne Memorial Justice Assistance Grant Funding on behalf of the Kissimmee Police Department and authorize the City Manager to execute any documents required to accept the award (Grant #JAG26).

Explanation

The Police Department applied for funding through the Department of Justice's FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG). On July 31, 2026, the city was notified that the Office of Justice Programs approved the application for funding under the FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation. The city was awarded $31,825.00, which will be allocated to partially fund the salaries of two police officers and one police sergeant, as outlined in the grant application. The remaining funds needed for the officers' and the sergeant's salaries and benefits will continue to come from the General Fund.

Recommendation

Approval to accept the Edward Byrne Memorial Justice Assistance Grant funding and authorize the City Manager to execute the required documents to accept the award and amend the budget as necessary.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. DOJ Award Package-DOJ Stakeholder Award Notification for Grant #JAG27

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF KISSIMMEE, A MUNICIPAL CORPORATION 101 CHURCH ST
City, State and Zip:	KISSIMMEE, FL 34741
Recipient UEI:	DPHBBJP7RHY3
Project Title: Kissimmee Police Officer Funding Project	**Award Number:** 15PBJA-25-GG-03104-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula	
Federal Award Amount: $31,825.00	**Federal Award Date:** 7/31/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: M **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/28
Budget Period Start Date: 10/1/24	**Budget Period End Date:** 9/30/28

Project Description:
The City of Kissimmee will use JAG funds for Patrol related functions to include; community contacts, business contacts, citizen engagement, education and training with regards to crime prevention and building trust through transparency. The sergeant and officers who are funded by the JAG funds are also trained to engage local youth through positive interaction and mentorship. The officers utilize our local Boys & Girls Club as a hub for interaction with local youth. Interaction with students at our local elementary, middle and high schools is also performed. The officers will perform enforcement of state laws and local ordinances while using good judgement and discretion.

Award Letter

July 31, 2026

Dear Mike Steigerwald,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF KISSIMMEE, A MUNICIPAL CORPORATION for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is $31,825.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important

matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See

https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
DPHBBJP7RHY3

Street 1
101 CHURCH ST

Street 2

City
KISSIMMEE

State/U.S. Territory
Florida

Zip/Postal Code
34741

Country
United States

County/Parish

Province

Award Details

Federal Award Date
7/31/26

Award Type
Initial

Award Number
15PBJA-25-GG-03104-JAGX

Supplement Number
00

Federal Award Amount
$31,825.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14614460

Grant Manager Name
Elizabeth White

Phone Number
202-598-7402

E-mail Address
Elizabeth.White3@usdoj.gov

Project Title
Kissimmee Police Officer Funding Project

Performance Period Start Date
10/01/2024

Performance Period End Date
09/30/2028

Budget Period Start Date
10/01/2024

Budget Period End Date
09/30/2028

Project Description
The City of Kissimmee will use JAG funds for Patrol related functions to include; community contacts, business contacts, citizen engagement, education and training with regards to crime prevention and building trust through transparency. The sergeant and officers who are funded by the JAG funds are also trained to engage local youth

through positive interaction and mentorship. The officers utilize our local Boys & Girls Club as a hub for interaction with local youth. Interaction with students at our local elementary, middle and high schools is also performed. The officers will perform enforcement of state laws and local ordinances while using good judgement and discretion.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records,

supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 11
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any

updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 23
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-

risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A ("Award Term") and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 34
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S.

Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent

possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 47
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court

dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49
Compliance with trauma kit standards
If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG, the initial period of performance of the award will be less than four years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total period of performance of four years, pursuant to 34 U.S.C. 10152(f) and in accordance with the Notice of Funding Opportunity (NOFO) associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of OJP.

Condition 51
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.
Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C.

1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,
(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 52
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.
Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an "information-communication restriction."
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.
A. For purposes of this condition:
(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(4) "DHS" means the U.S. Department of Homeland Security.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of

scheduled release
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.
1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.
Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
B. Applicability.
(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.
(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 54
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere with statutory law enforcement access to correctional facilities.
Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to

interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. For purposes of this condition:
(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)
(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 U.S.C. 1227(a)(2), or
(b) conduct described in 8 U.S.C. 1227(a)(4).
(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.
(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—
(a) is designed to prevent or to significantly delay or complicate, or
(b) has the effect of preventing or of significantly delaying or complicating.
(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55
The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 56
Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the

Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 57
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 58
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 59
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 60
In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 61
Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

Condition 62
Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification (ACM) has been issued to remove this condition.

Condition 63
Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and BJA reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification (ACM) has been issued to remove this condition.

Condition 64
Withholding of funds for proposal narrative

The recipient may not expend or draw down any award funds until the recipient submits, and BJA reviews and accepts, the proposal narrative for this award, and an Award Condition Modification (ACM) has been issued to remove this condition.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and

belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	7/30/26 2:21 PM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20530

AWARD NOTIFICATION	Award Number: 15PBJA-25-GG-03104-JAGX
Name and Address of Recipient:	CITY OF KISSIMMEE, A MUNICIPAL CORPORATION 101 CHURCH ST
City, State and Zip:	KISSIMMEE, FL 34741
Recipient Point of Contact:	Brandon Durango
Email:	brandon.durango@kissimmee.gov
Phone:	4075182216
Solicitation Title:	BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula
Federal Award Amount: $31,825.00	Federal Award Date: 7/31/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Statutory Authority:	Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)
Opportunity Category: Mandatory	Assistance Listing Number: 16.738
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/28

Project Description:

The City of Kissimmee will use JAG funds for Patrol related functions to include; community contacts, business contacts, citizen engagement, education and training with regards to crime prevention and building trust through transparency. The sergeant and officers who are funded by the JAG funds are also trained to engage local youth through positive interaction and mentorship. The officers utilize our local Boys & Girls Club as a hub for interaction with local youth. Interaction with students at our local elementary, middle and high schools is also performed. The officers will perform enforcement of state laws and local ordinances while using good judgement and discretion.

For more information about this award, please contact the OJP Office of Communications at 202-307-0703 or OJP.OCOM@ojp.usdoj.gov.

ITEM 7.K

Resolution to Adopt the Multi-Jurisdictional Program for Public Information as part of the National Flood Insurance Program

Request

Approval of a resolution adopting the Multi-Jurisdictional Program for Public Information (PPI) related to the City's Community Rating System (CRS) participation under FEMA's National Flood Insurance Program.

Explanation

The City of Kissimmee and Osceola County have developed a Multi-Jurisdictional Program for Public Information (PPI) to assess community needs for flood-related information and coordinate outreach efforts to effectively communicate flood risk, preparedness, and flood insurance information to the public.

The PPI was developed through a stakeholder committee consisting of local government and non-local government representatives. The program establishes coordinated outreach activities and will be monitored and evaluated through stakeholder meetings to ensure continued implementation of the identified annual outreach projects.

Formal adoption of the PPI by the City Commission will allow the City to receive additional Community Rating System (CRS) credit under Activity 330, Outreach Projects, and Activity 370, Flood Insurance Promotion. These activities support the City's ongoing efforts to strengthen community awareness of flood risks and available flood insurance resources.

The City of Kissimmee was previously rated as a CRS Class 7 community and is now achieving a CRS Class 5 rating. This improvement reflects the City's continued commitment to effective floodplain management and provides eligible residents within the Special Flood Hazard Area (SFHA) with increased flood insurance premium discounts of up to 25%. Adoption of the PPI will further support the City's efforts to maintain and improve its CRS classification.

Recommendation

Approval of the resolution adopting the Multi-Jurisdictional Program for Public Information (PPI) related to the City's Community Rating System (CRS) participation under FEMA's National Flood Insurance Program.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) COK Resolution for Program for Public Information
2. Multi-Jurisdictional Program for Public Information for Osceola County and City of Kissimmee

RESOLUTION NO._____

A RESOLUTION PROVIDING FOR THE CITY OF KISSIMMEE TO ADOPT THE MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA:

WHEREAS, The City of Kissimmee is a participant in FEMA's National Flood Insurance Program's (NFIP) Community Rating System (CRS) program; and

WHEREAS, The City of Kissimmee is in good standing and will be changing from its current rating from Classification 7 to Classification 5, which provides a 25% reduction in insurance premiums annually for all flood insurance policies; and

WHEREAS, The City of Kissimmee, participated in the preparation of the Multi-Jurisdictional Program for Public Information (PPI) with Osceola County to better inform the public about the hazards and risks associated with flooding in their area and methods for responsibly protecting their property against flooding and minimizing flood damage; and

WHEREAS, the PPI was prepared by a committee of City staff, County staff, and outside stakeholders, which developed a variety of outreach projects to be implemented annually by the CITY

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FL THAT:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct.

Section 2. The CITY's Program for Public Information is hereby adopted.

Section 3. This Resolution shall become effective immediately upon passage and adoption.

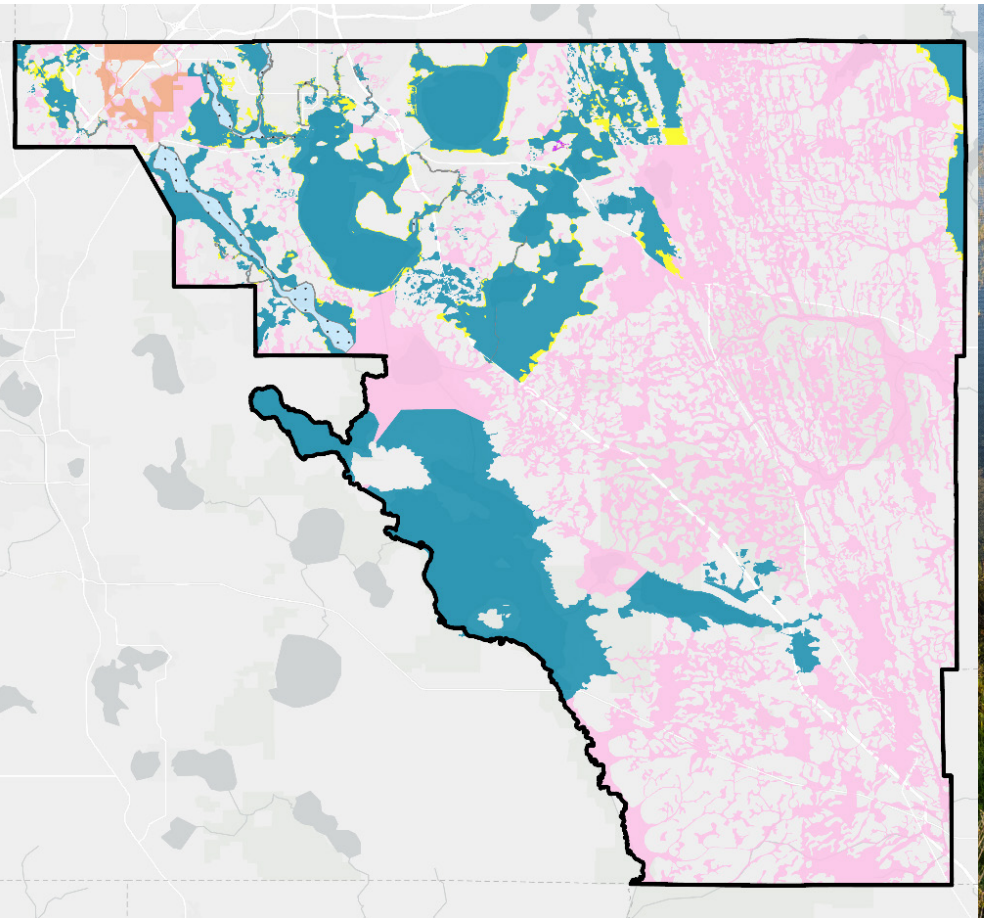
DONE AND RESOLVED this_____day of___, 2026.

CITY OF KISSIMMEE, FLORIDA

By:_____
Jackie Espinosa, Mayor

ATTEST:

_____
City Clerk





MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI)

for Osceola County and City of Kissimmee, Florida

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Background

The Community Rating System (CRS) is a part of the National Flood Insurance Program (NFIP) that provides reductions to flood insurance premiums in participating communities for implementing actions that exceed the minimum NFIP requirements. Communities participate in the CRS by earning credit for participating in activities intended to manage floodplains, reduce flood risk, and minimize flood vulnerability. Creating a Program for Public Information (PPI) to better inform the public on a range of flood-related topics is one way that communities can earn CRS credit.

Osceola County and the City of Kissimmee are active participants of the CRS program; key details of each community's CRS participation are summarized in Table 1.

The County's participation in the Community Rating System, including maintaining a Class 5 rating, is a voluntary effort that goes beyond the minimum requirements of the National Flood Insurance Program. The County may continue to pursue CRS activities as a service to residents and property owners because these efforts support flood awareness, flood risk reduction, and flood insurance premium discounts for eligible policyholders based on County funding availability.

This Program for Public Information is intended to support coordinated flood-related outreach and education for residents, property owners, businesses, and other stakeholders dependent on annual budgets, staffing, and policy considerations.

Table 1 – CRS Program Participation

Community	CRS Entry Date	Current CRS Class	Current SFHA Discount
Osceola County	10/01/1994	5	15%
City of Kissimmee	10/01/1996	5	15%

Source: FEMA Community Information System

To keep the discounts earned through CRS program participation, communities must continue to implement their programs and provide status reports to the NFIP each year. As part of this participation, both Osceola County and the City of Kissimmee undertake outreach activities to educate the public about flood risk and preparedness. Incorporating these outreach efforts into a joint PPI provides the opportunity for cross-jurisdiction coordination and consistency as well as increased CRS program credit.

A PPI is an ongoing effort to prepare, implement, and monitor a range of public information activities. The objective of CRS credit for a PPI is to provide additional credit for comprehensive information programs that are designed to meet local needs, involve local stakeholders, and are monitored, evaluated, and revised to improve their effectiveness. The County and City have developed this PPI in accordance with the CRS credit criteria found within Activity 330 of the 2025 CRS Coordinator's Manual.

The following document reviews the planning process used for the development of this PPI and details the outreach strategies that comprise the County and City's public information program.

1. Step 1: Establish a PPI Committee

A PPI should assess all the communities' needs for flood-related information and coordinate all of the resources that can deliver information. It should recommend a range of activities that convey information to residents, businesses, contractors, realtors, lenders, insurance agents, and other audiences in and around the community. It should have an objective review of what is being done and how public information activities could be improved. Therefore, a PPI needs to be developed by a committee that consists of members from both inside and outside local government. Osceola County and the City of Kissimmee solicited participation from both local governments as well as outside stakeholders including industry representatives, neighborhood leaders, and community residents. The committee formed for this effort provided for a diverse set of viewpoints and met the membership criteria found within Activity 330.

1.1 Membership and Stakeholders

For a multi-jurisdictional PPI, the PPI Committee's membership must meet the following CRS criteria:

- There must be at least five people on the committee;
- There must be representation from the community's floodplain management office;
- There must be representation from the community's public information office (if one exists);
- Each community must send at least two representatives to the regional committee;
- At least half of the members must be from outside the local government ("stakeholders"); and,
- There must be a quorum from each community.

The CRS encourages the inclusion of stakeholders that are outside the local government in planning and conducting outreach projects. As outlined above, at least half of the members of the PPI Committee must be stakeholders. These could be members of the public, representatives of key community organizations, and/or agencies and organizations that would likely implement the recommended outreach projects.

The participants comprising the PPI Committee were selected in accordance with the above CRS criteria and are listed in Table 2.

Table 2 – PPI Committee Representatives

Name	Title/Position	Stakeholder
Susan Gosselin	Water Resource and Policy Advocate - Osceola County	
Liuliu Wu	Water Resource Director – Osceola County	
Nagel Altrui	Floodplain Manager – City of Kissimmee	
Justin Hetu	PIO Officer – City of Kissimmee	
Samantha Jorgensen	Realtor	✓
Kimberly Lawrence	Resident	✓
Marc Lillis	Orlando Health St. Cloud CFO	✓
Carolyn Chalifoux	Resident	✓

Committee Meetings

The PPI Committee met two times during the planning process to complete the outreach program. During the planning process, the PPI Committee communicated through face-to-face meetings, email, and telephone conversations. The meeting dates and topics discussed are detailed below in Table 3. See the Appendix for copies of meeting minutes.

Table 3 – Summary of PPI Committee Meeting Dates

	Meeting Topic	Meeting Date
#1	Overview of the CRS Program and the PPI planning process; Assessment of current public information needs, including discussion of the flood hazard, insurance coverage, area demographics, and existing outreach; Identification of target areas and target audiences.	2/18/2026
#2	Review of current public outreach efforts; Identification of additional topics, outreach messages, potential projects, dissemination methods, and relevant stakeholders.	6/22/2026

Goals for the PPI

Three primary goals guided the overall development and implementation of this document:

- **Goal 1:** Educate the public to recognize the risk associated with flooding and what individuals can do to reduce damage to property and save lives.
- **Goal 2:** Promote the purchase of flood insurance to ensure greater protection of property.
- **Goal 3:** Increase the preparedness capability of the public to respond to and recover from flood events.

2. Step 2: Assess the Community's Public Information Needs

Demographics

Osceola County is located in central Florida and makes up the south/central boundary of the Central Florida Region. The City of Kissimmee is located in north-central Osceola County and is the County Seat. The majority of the population and development in Osceola County, including the City of Kissimmee, is located in the northwest quadrant of the county. As of 2024 American Community Survey (ACS) estimates, the population of Osceola County was 427,415 and the population of Kissimmee was 224,069. Table 4 summarizes key demographic and housing statistics in Osceola County and City of Kissimmee.

Table 4 – Osceola County and City of Kissimmee Demographics, 2024

Demographic/Statistic	Osceola County	City of Kissimmee	Florida
Population	427,415	224,069	22,416,077
Total Housing Units	171,410	98,472	10,256,470
Renter-Occupied Housing	34.7%	42.9%	32.4%
Median Age	37.1	36.0	42.6
Population Under 5 Years	5.9%	6.1%	5.0%
Population 65 Years and Older	13.4%	13.2%	21.3%
Bachelor's Degree or Higher	29.8%	29.3%	34.1%
Speak Spanish at Home	46.8%	60.4%	22.6%
Median Household Income	$72,637	$65,648	$74,568
Poverty Rate	11.1%	17.76%	8.9%
Population with a Disability	13.6%	13.8%	13.7%
No Vehicle Available	4.3%	5.1%	6.0%

Source: United States Census Bureau

According to 2024 Census statistics from the American Community Survey, median age in the County and City is lower than for the State overall, with larger populations of young children. The PPI Committee may want to educate young children about flooding and flood risk, as children could take this information home and share it with their families.

There is a greater proportion of renters in the County and City compared to the State. In Kissimmee renters account for 42.9 percent of total occupied housing units. This is important to note as renters may have less longevity in their neighborhood and thus less awareness of their flood risks. Renters may also be less likely than homeowners to make structural improvements or investments in their homes to protect themselves from flooding. It will therefore be important to balance outreach on flood protection measures with information on how to know your flood risk, prepare for flooding, and protect yourself and your family from flooding. Information on flood insurance options for both homeowners and renters will also be useful. Additionally, median household income is lower in the County and City than in the State, which may suggest residents are less able to spend on flood mitigation activities at home.

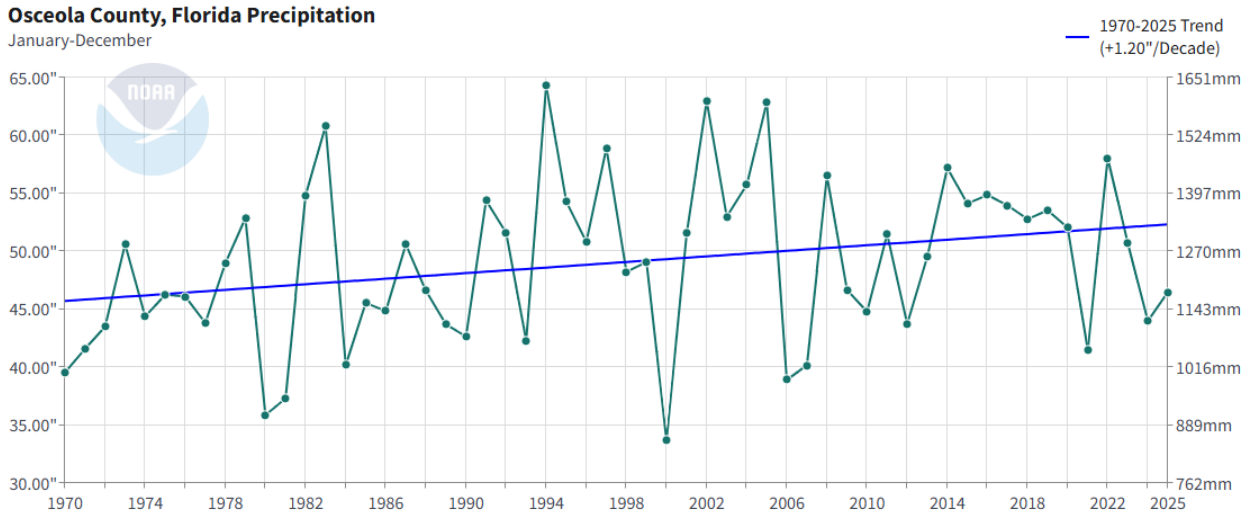
Many more residents of the County and City speak Spanish at home as compared to the State. It will be important for the PPI Committee to provide information in Spanish to ensure flood risk and preparedness

messages reach this large portion of the population and that a language barrier doesn't prevent the receipt of information.

Geography & Climate

Osceola County has a total area of 1,506 square miles, of which 178 square miles is water. Osceola County is urbanized in the northwest quadrant, but much of the area south and east is dominated by ranch lands, undeveloped prairie, woods, and marsh, including the State of Florida's wildlife management areas at Bull Creek, Prairie Lakes, and the Three Lakes. The County is bound by the Kissimmee River to the west and contains the Kissimmee Chain of Lakes. The largest lake in the County is Lake Tohopekaliga, which sits just south of Kissimmee.

According to data from the NOAA National Centers for Environmental Information, the average annual precipitation in the Osceola County area from 1970 to 2020 is over 46 inches. However, as shown in the graph below, the area has consistently received more rainfall than this average. The trend shows more than 1.2 inches in increased average precipitation from 1970 to December 2025.



Source: NOAA National Centers for Environmental information, Climate at a Glance: U.S. Time Series, Precipitation, retrieved on March 23, 2026, from http://www.ncdc.noaa.gov/cag/

Flooding in the Osceola County and the City of Kissimmee is generally due to prolonged heavy rainfall, often associated with hurricanes or tropical storms. Short, intense rainfall events may also cause flooding, especially in urban stormwater flooding, where drainage capacity is overwhelmed. Inadequate main channels blocked or clogged drainage inlets and outlets, and improper grading may prevent timely removal of accumulated surface water and lead to flooding. The Flood Insurance Study (FIS) report notes the following major flood events that affected Osceola County:

- The stages produced by the 1953 flood are generally the most severe of the floods on record. The flood-producing rainfall was one of the heaviest ever recorded in the study area, approximately 47 inches from June through October. Damages were severe throughout the study area and especially large for the cattle and food crop industries.
- The flood of 1960 occurred when above normal seasonal rainfall coincided with the heavy rains of Hurricane Donna and Tropical Storm Florence in September. Discharges on the Kissimmee River below Lake Kissimmee peaked at 6,830 cubic feet per second (cfs) on September 30. This was near the maximum recorded discharge of 8,820 cfs which occurred in 1948.

- Slow moving thunderstorms over Osceola County on July 11, 2009, produced 4-5 inches of rain in less than 2 hours, resulting in accumulation of deep-water northwest of Kissimmee. One hundred and nine homes were flooded, with 16 receiving major damage. Property damage as the result of this flooding was estimated at $4 million.

2.1 Delineate Target Areas

Different parts of the communities may be a higher priority for outreach or may have specific information needs depending on their flooding and/or development conditions. Identifying which areas to target outreach efforts to is an important first step in developing an effective local outreach program that raises public awareness about flood related issues. The PPI Committee identified the following target areas and concluded that outreach projects should be directed to all properties and people within these areas:

Target Area #1: Special Flood Hazard Areas / AE Zones

According to the FIS and Flood Insurance Rate Map (FIRM) prepared by FEMA, revised on June 18, 2013, approximately 51 percent of Osceola County and 24 percent of the City of Kissimmee is located within a Special Flood Hazard Area (SFHA). In unincorporated Osceola County, AE Zones, including the floodway, account for 21 percent of the total acreage, and in City of Kissimmee, AE Zones account for nearly the entire SFHA. Figure 1 and Figure 2 reflect the mapped flood insurance zones for the communities and Table 5 details the communities' total area by flood zone.

Table 5 – Flood Zone Acreages

Flood Zone	Osceola County		City of Kissimmee	
	Area (Acres)	Percent of Total Acreage	Area (Acres)	Percent of Total Acreage
Zone A	287,411	30%	208	1%
Zone AE	191,702	20%	2,705	19%
Zone AE (Floodway)	9,160	1%	529	4%
Zone AH	107	0%	-	0%
Zone D	6,146	1%	-	0%
Zone X (Shaded)	11,098	1%	773	5%
Zone X (Unshaded)	444,447	47%	10,396	71%
SFHA Total	**488,380**	**51%**	**3,442**	**24%**
Total	**950,101**	**-**	**14,611**	**-**

Source: Osceola County GIS and parcel data, 2026; FEMA DFIRM

While much of the total area in the communities is within the SFHA, more important to the PPI Committee was how much of the communities' developed land is within the SFHA because this indicates where people and property are at risk of flooding. Table 6 summarizes the building count and improved value of parcels by FEMA flood zone based on County GIS and parcel data from March 18, 2026. Based on this analysis, 21,288 County buildings fall within the SFHA and have a total value of over $10.2 billion, which comprises 21 percent of the total building value in the unincorporated County. Additionally, there are 3,748 buildings in the moderate risk Shaded X Zone with a value of $1 billion. In the City of Kissimmee, 2,816 buildings fall within the SFHA and have a total value of over $1.4 billion, which comprises 12 percent of the total building value in the city. An additional 780 buildings in Kissimmee are located in the moderate risk Shaded X Zones with a value of over $246 million. Note: Building counts provide an estimate of structures at risk; however, the buildings may or may not be insurable.

Table 6 – Parcel Count by FEMA Flood Zone

Flood Zone	Osceola County		City of Kissimmee	
	Total Building Count	Improved Value	Total Building Count	Improved Value
Zone A	8,290	$5,161,670,383	424	$102,527,801
Zone AE	12,801	$5,082,804,033	2,303	$1,069,662,808
Zone AE (Floodway)	174	$219,118,502	89	$39,855,400
Zone AH	23	$7,593,200	0	$0
Zone D	19	$524,279,801	0	$0
Zone X (Shaded)	3,748	$1,014,928,701	780	$246,093,102
Zone X (Unshaded)	119,017	$36,748,891,897	19,919	$5,729,675,454
SFHA Total	**21,288**	**$10,471,186,419**	**2,816**	**$1,212,046,099**
Total	**144,070**	**$48,759,286,218**	**23,515**	**$7,187,813,565**

Source: Osceola County GIS and parcel data, 3/18/2026; FEMA DFIRM

Osceola County's PPI Committee members chose to target outreach to AE Zones within the SFHA because these areas include the floodway, which represents the highest level of flood risk, and because the remainder of Zone AE areas have known base flood elevations that property owners should be aware of. There are nearly 13,000 buildings in Zone AE in Osceola County.

Figure 1 – Osceola County Special Flood Hazard Areas

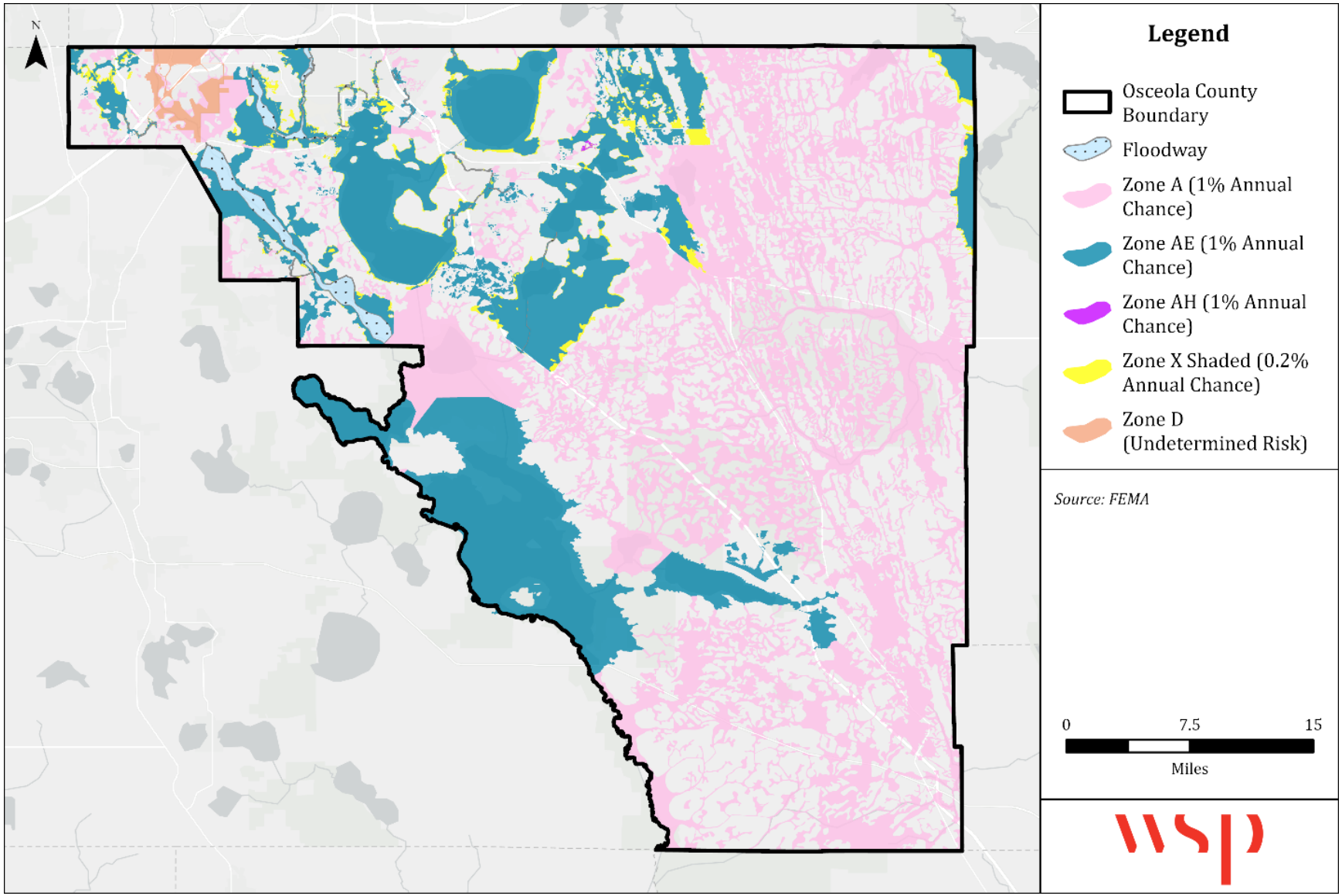
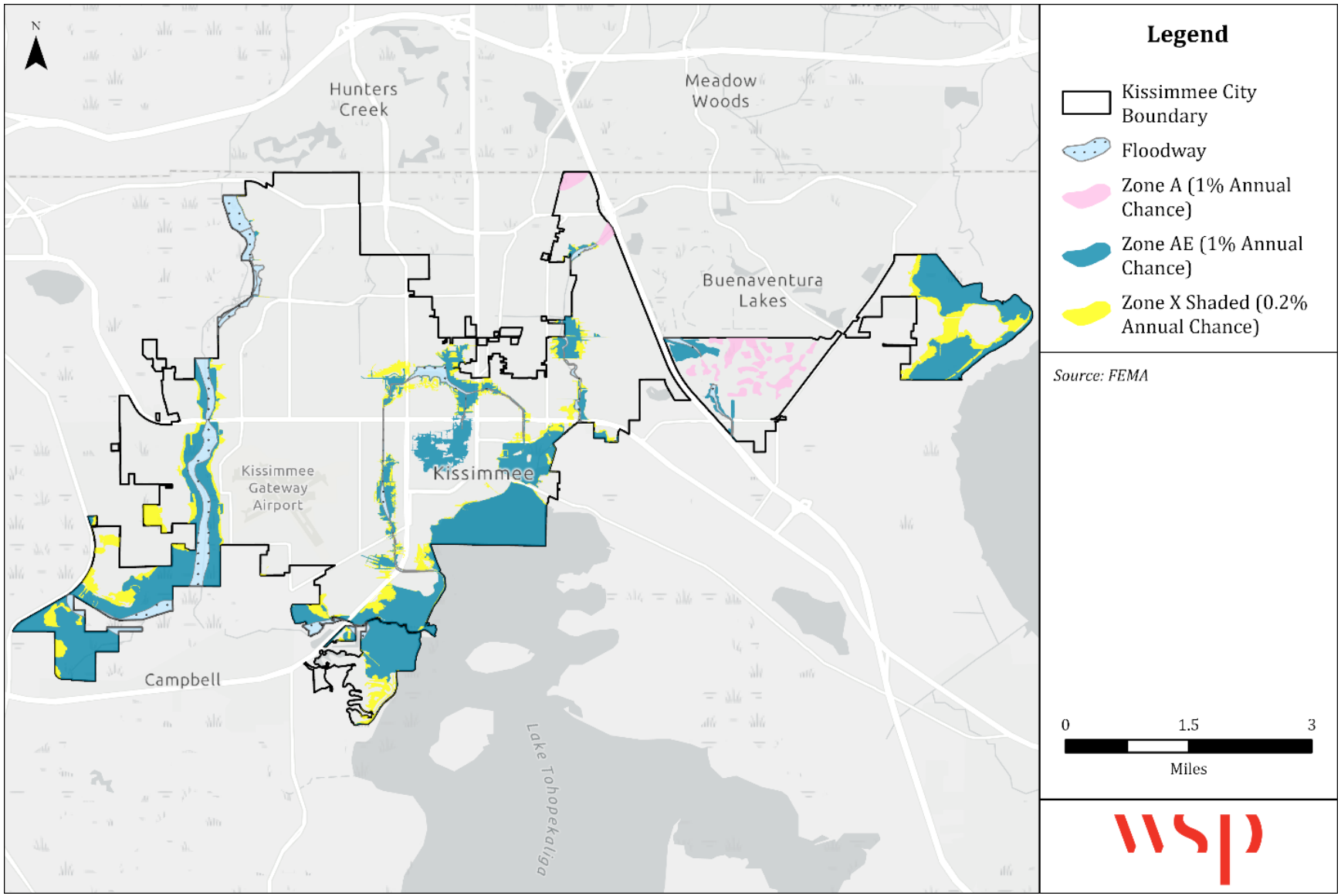


Figure 2 – City of Kissimmee Special Flood Hazard Areas



Target Area #2: Repetitive Loss Areas

Repetitive loss properties are defined by the NFIP as insurable properties that have had two or more claims of more than $1,000 paid by the NFIP within any 10-year period since 1978. These properties may or may not be currently insured by the NFIP, but without mitigation they are expected to continue to flood. These properties account for a small fraction of active policies yet make up a disproportionately large share of paid claims, presenting a large drain on the NFIP Fund. Nationwide, repetitive loss properties account for 1 percent of active policies but 25-30 percent of paid claims.

The PPI Committee recognized that repetitive loss properties have a greater need for flood protection and wanted to take further action to specifically target repetitive loss areas for outreach.

According to June 2023 NFIP records, there are thirty-one unmitigated repetitive loss properties in Osceola County, and per NFIP data from September 2024 there are 20 unmitigated repetitive loss properties in City of Kissimmee. For Osceola County, this repetitive loss data was used to identify twenty-two repetitive loss areas, and in Kissimmee the repetitive loss data was used to map twelve repetitive loss areas. These areas contain a total of 509 properties in Osceola County and 103 properties in Kissimmee.

Figure 3 and Figure 4 illustrate the location of both communities' repetitive loss areas in relation to the mapped floodplains.

Figure 3 – Osceola County Repetitive Loss Areas and FEMA Flood Zones

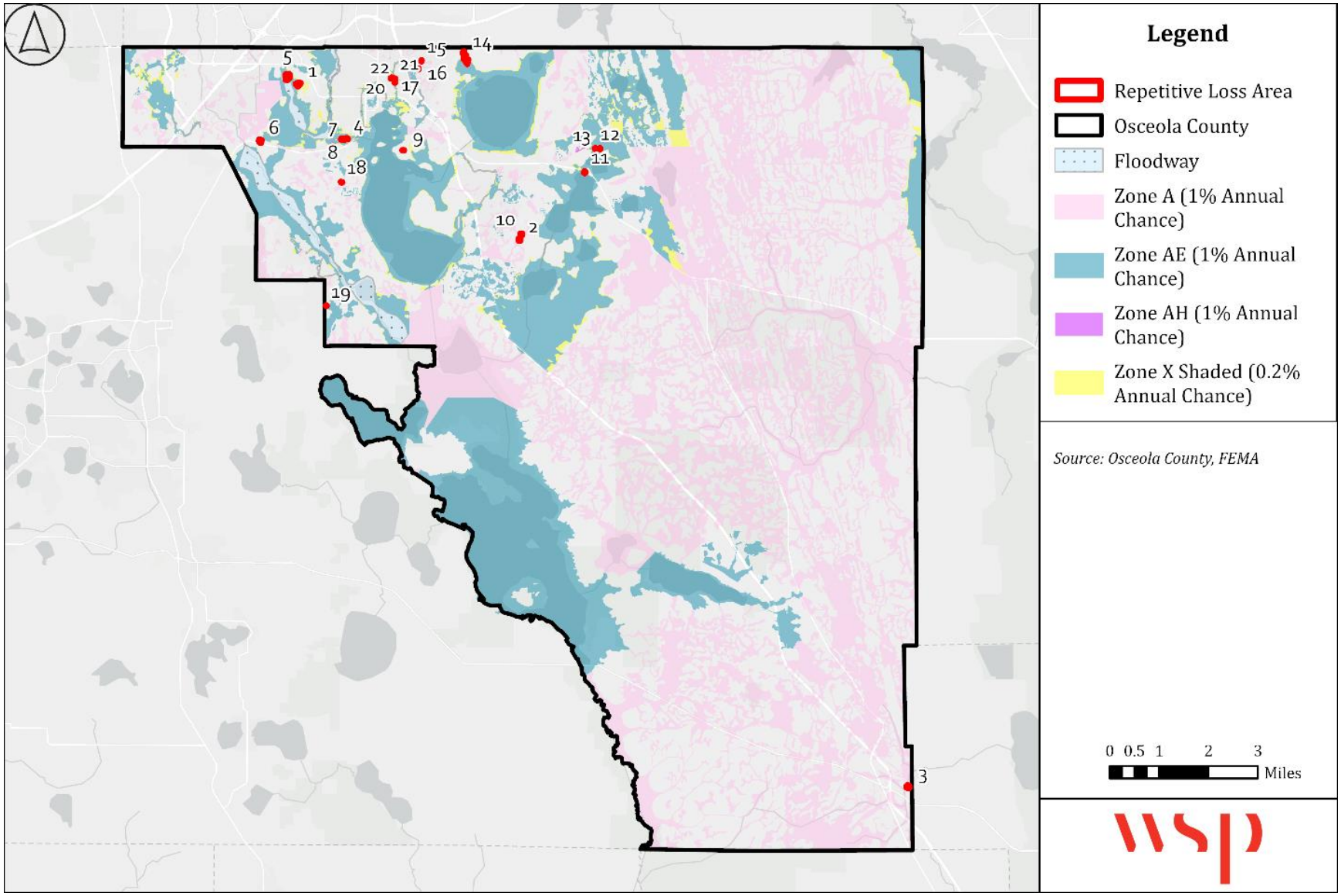
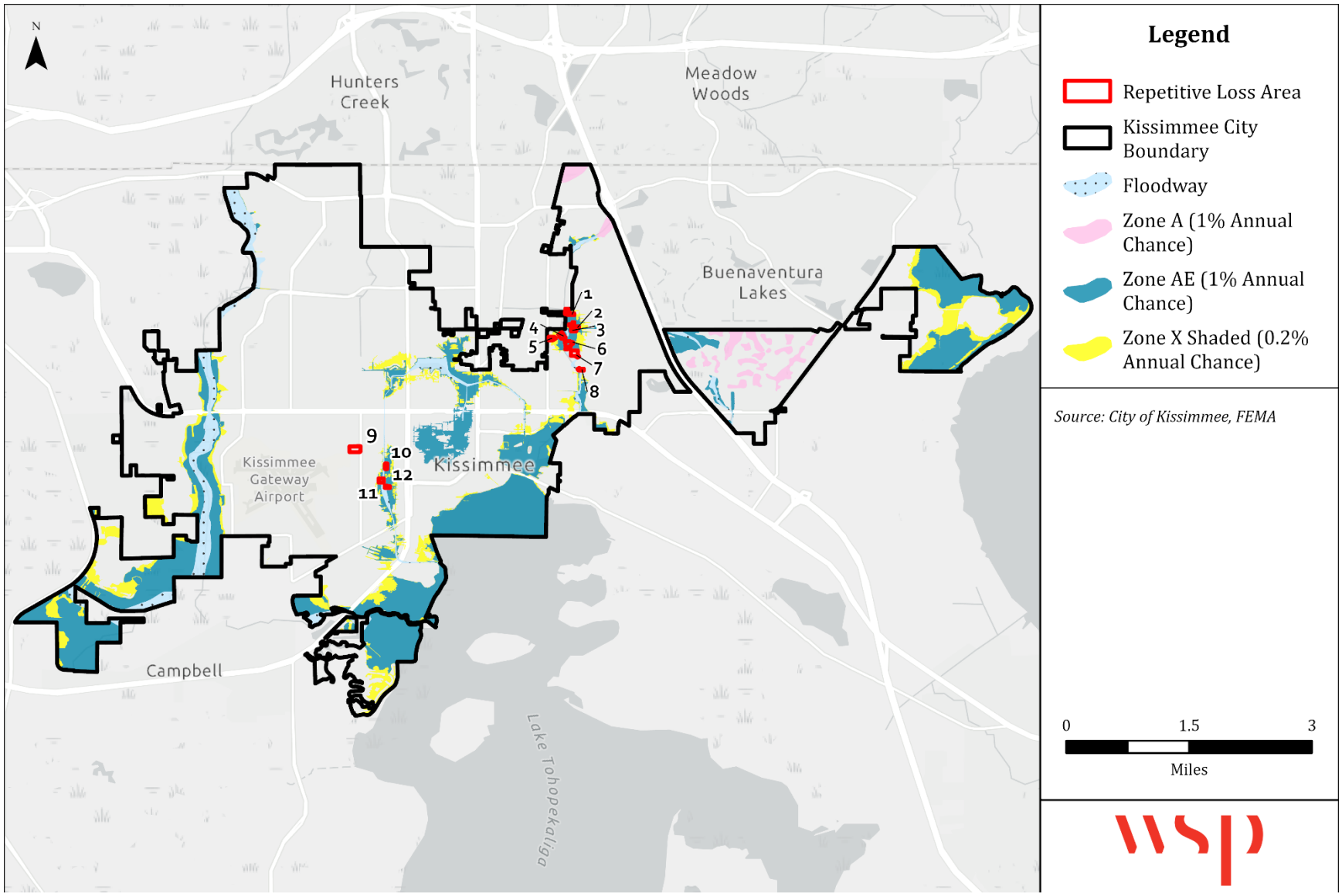


Figure 4 – City of Kissimmee Repetitive Loss Areas and FEMA Flood Zones



Target Area/Audience #3: Real Estate, Lending, and Insurance Agents

When property changes ownership, new homeowners may be unaware of the flood risks and conditions of their property. During the homebuying process it is an essential time to ensure that potential buyers are informed of the flood risks of a property and their flood protection options. Real estate, lending, and insurance agents are all involved in the transfer of property and provide guidance throughout the homebuying process. As such, this group plays an important role in delivering information about flood insurance and flood risk to homebuyers and homeowners.

The PPI Committee should ensure that this group obtains the knowledge and tools with which to communicate flood risk and insurance information to their clients.

Target Areas Summary

An analysis of the three target areas described above concluded the following which was considered in the formulation of messages for the PPI:

1. Approximately 51 percent of Osceola County and 24 percent of Kissimmee fall within high-risk flood zones in the SFHA. This includes roughly 21 percent of the building value in the County and 12 percent of the building value in the city. All flood zones are subject to flooding, but these areas within the SFHA are at the highest risk, and the PPI should strive to reach all residents and businesses within these areas.
2. Repetitive loss areas represent properties with a significant amount of flood insurance claims and surrounding properties that may face similar flooding conditions and may have experienced past losses. These areas are known for flood risks and reducing future damages and paid claims in these areas is a priority for the County, City, and FEMA and the NFIP.
3. Conveying information about flood risk to recent or potential home buyers is critical to ensuring they can keep their home and family safe from flooding. Real estate, lending, and insurance agents are regularly involved in the transfer of property and can educate recent and/or potential buyers on their flood risk and protection options if given the tools and information to do so.

2.2 Assess Flood Insurance Coverage

One valuable source of information on flood hazards is current flood insurance data for active policies and past claims. For buildings located in the SFHA, flood insurance is required as a condition of federal aid for a mortgage or loan that is federally insured. NFIP data for the County and the City was analyzed to examine the following points:

1. Where do active flood insurance policies exist?
2. Where have flood insurance claims been paid in the past?
3. How many buildings are exposed to the flood hazard versus how many buildings have coverage?
4. How does the average amount of coverage compare to the amount of expected flood damage from the 1-percent-annual-chance flood?

The following sections present the flood insurance assessments conducted for the County and the City:

Osceola County

Osceola County has been a regular participant in the NFIP since February 1982. The following tables reflect NFIP policy and claims data for the County categorized by structure type, flood zone, and whether the insured properties are pre-FIRM or post-FIRM structures. The number of insurance policies, premiums, and insurance coverage are current as of March 2026. The last two columns in each table reflect the number of historic paid losses and their amounts since the County's entry into the NFIP.

Table 7 shows the number of current insurance policies by occupancy type. This includes the total premiums residents have paid for coverage, the total active coverage, and historic total paid losses and amounts. Over 87 percent of active policies and over 95 percent of past claims in Osceola County are for single family residential properties.

Table 7 – NFIP Policy and Claims Data by Occupancy Type

Occupancy	Number of Policies in Force	Total Premium	Insurance in Force	Number of Closed Paid Losses	Total of Closed Paid Losses
Single Family	2,753	$1,360,076	$773,490,000	587	$7,489,950.41
2-4 Family	23	$9,657	$6,120,000	15	$231,702.23
All Other Residential	304	$35,959	$53,893,000	9	$10,229.01
Non-Residential	78	$113,608	$52,189,000	6	$95,653.66
Total	**3,158**	**$1,519,300**	**$885,692,000**	**617**	**$7,827,535.31**

Source: FEMA Community Information System as of 03/13/2026

Table 8 provides information on insurance policies by flood zone. Over 65 percent of current insurance policies are for properties in the AE and A flood zones; over 34 percent are for standard X-Zone policies in the B, C, and X zones.

Table 8 – NFIP Policy and Claims Data by Flood Zone

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	1,525	$653,583	$387,164,000	270	$3,753,639.28

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A Zones	538	$300,926	$151,970,000	135	$395,294.32
B, C & X Zone					
Standard	1,095	$564,781	$346,558,000	97	$1,686,997.89
Preferred	0	0	$0	114	$1,991,603.82
Total	**3,158**	**$1,519,300**	**$885,692,000**	**616**	**$7,827,535.31**

Source: FEMA Community Information System as of 03/13/2026

Table 9 shows insurance policy information for pre-FIRM buildings by flood zone. A pre-FIRM building, as defined by FEMA, is one in which construction or substantial improvements occurred either before December 31st, 1974, or before the effective date of the community's initial Flood Insurance Rate Map (FIRM), whichever is later. In Osceola County, this is the date of the initial FIRM, February 3, 1982. Pre-FIRM buildings account for less than 11 percent of active policies but almost 29 percent of total paid claims.

Table 9 – NFIP Policy and Claims Data Pre-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	181	$93,897	$45,349,000	109	$1,756,038.98
A Zones	102	$48,564	$25,731,000	29	$70,931.24
B, C & X Zone					
Standard	75	$40,286	$21,570,000	12	157,166.39
Preferred	0	$0	$0	26	$446,973.01
Total	**358**	**$182,747**	**$92,650,000**	**176**	**$2,431,109.62**

Source: FEMA Community Information System as of 03/13/2026

Table 10 breaks down the insurance policies of post-FIRM buildings by flood zone. Post-FIRM buildings, as defined by FEMA, are buildings that were either constructed or substantially improved after December 31st, 1974, or on or after the effective date of the community's initial FIRM, whichever is later; in this case the date of the initial FIRM, February 3, 1982. Nearly 89 percent of active policies in Osceola County are for post-FIRM buildings.

Table 10 – NFIP Policy and Claims Data Post-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	1,344	$559,686	$341,815,000	161	$1,997,600.30
A Zones	436	$252,362	$126,239,000	106	$324,363.08
B, C & X Zone					
Standard	1,020	$524,505	$324,988,000	85	$1,529,831.50
Preferred	0	$0	$0	88	$1,544,630.81
Total	**2,800**	**$1,336,553**	**$793,042,000**	**440**	**$5,396,425.69**

Source: FEMA Community Information System as of 03/13/2026

Table 11 compares the policies in force with the number of improved parcels located within each flood zone according to GIS analysis of 2026 parcel data to estimate the percentage of buildings insured. While there are an estimated 21,288 improved parcels in the SFHA, only 9.7 percent are insured. Of the high-risk flood zones, coverage is lowest in Zone A.

Table 11 – Percentage of Buildings Insured

Flood Zone	Number of Policies in Force	Number of Improved Parcels	% Insured
A01-30 & AE Zones	1,525	12,975	11.7%
A Zones	538	8,290	6.5%
AH Zone	0	23	0%
B, C & X Zone	1,095	122,782	0.9%
Total	**3,158**	**144,070**	**2.2%**

Source: FEMA Community Information System as of 3/13/2026; FEMA DFIRM; Osceola County GIS and parcel data, 3/18/2026

Table 12 compares number of buildings present, number of policies in force, building value, and total coverage by flood zone.

Table 12 – Flood Insurance Coverage and Building Value

Flood Zone	Number of Policies in Force	Number of Improved Parcels	Building Value	Total Coverage
A01-30 & AE Zones	1,525	12,975	$5,301,922,836	$387,164,000
A Zones	538	8,290	$5,161,670,383	$151,970,000
AH Zone	0	23	$7,593,200	$0
B, C & X Zone	1,095	122,765	$37,763,820,598	$346,558,000
Total	**3,158**	**144,070**	**$48,759,286,818**	**$885,692,000**

Source: FEMA Community Information System as of 03/13/2026; FEMA DFIRM; Osceola County GIS and parcel data, 3/20/2026

The above analysis of existing flood insurance coverage compared to building value shows that total coverage is less than total building value in all flood zones. This is a particular concern in the high-risk Zone AE, which includes 174 improved parcels in the floodway. Additionally, it's important to note that coverage is not uniformly applicable to total value at risk; over 90 percent of buildings in the SFHA and around 98 percent of buildings throughout the County overall are uninsured and would have no coverage in the event of a flood loss. Therefore, there is a need to increase the flood insurance coverage in the County by increasing the number of policyholders across all flood zones.

Insurance Assessment Conclusions:

1. Single family residential properties account for 87 percent of active policies and over 95 percent of paid claims.
2. Approximately 65 percent of paid claims were for SFHA properties.
3. Polices in B, C, and X Zones account for 34 percent of active policies and 34 percent of all total claim payments in the County.
4. Only 11 percent of buildings in the AE Zone and 6 percent of buildings in the A Zone are insured.

Insurance Assessment Recommendations:

1. Encourage property owners in Zone A and Zone AE, including repetitive loss areas, to retain a flood insurance policy, as these structures are at the highest risk for flooding and account for more than their share of past claims.
2. Target residential properties for increased flood insurance coverage. Encourage homeowners and renters to purchase contents coverage.

3. Encourage the purchase of flood insurance policies throughout the county and especially in X Zones where only 0.90 percent of buildings have a flood insurance policy, and only 2.2 percent of buildings in all flood zones have a flood insurance policy.

Repetitive Flooding: An analysis of repetitive loss was completed to examine the number of repetitive loss properties against FEMA flood zones and the extent to which these properties are insured. According to June 2023 repetitive loss records, there are 31 unmitigated repetitive loss properties in Osceola County and 25 are located in the SFHA and 6 are located in the X unshaded Zone.

City of Kissimmee

Kissimmee has been a regular participant in the NFIP since July 1981. The following tables reflect NFIP policy and claims data for the City categorized by structure type, flood zone, and whether the insured properties are pre-FIRM or Post-FIRM structures. The number of insurance policies, premiums, and insurance coverage are current as of March 2026. The last two columns in each table show the number of historic paid losses and their amounts since Kissimmee's entry into the NFIP.

Table 13 shows the number of current insurance policies by building occupancy type. This includes the total premiums residents have paid for coverage, the total active coverage, and historic total paid losses and amounts. Over 86 percent of active policies in Kissimmee are for single family residential properties, and approximately 10 percent are for non-residential properties.

Table 13 – NFIP Policy and Claims Data by Occupancy Type

Occupancy	Number of Policies in Force	Total Premium	Insurance in Force	Number of Closed Paid Losses	Total of Closed Paid Losses
Single Family	299	$183,433	$85,051,000	257	$10,226,761.39
2-4 Family	4	$1,880	$980,000	4	$197,565.98
All Other Residential	10	$11,278	$2,763,000	17	$828,021.33
Non-Residential	34	$64,891	$21,544,000	16	$1,675,294.72
Total	**347**	**$261,492**	**$110,348,000**	**284**	**$12,937,643.42**

Source: FEMA Community Information System as of 03/13/2026

Table 14 provides information on insurance policies by flood zone. Note that FEMA's Community Information System only has flood insurance data by flood zone for 345 of the 347 total active policies. Of this subset of 345 policies, over 34 percent are for properties in the AE and A flood zones while approximately 65 percent are Standard X-Zone policies in the B, C, and X zones.

Table 14 – NFIP Policy and Claims Data by Flood Zone

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	119	$109,233	$38,296,400	159	$7,627,432.72
A Zones	1	$690	$335,000	2	$9,380.13
B, C & X Zone					
Standard	225	$150,132	$70,867,000	76	$4,310,319.44
Preferred	0	$0	$0	45	$953,820.10
Total	**345**	**$260,055**	**$109,498,000**	**282**	**$12,900,952.40**

Source: FEMA Community Information System as of 03/13/2026

Table 15 shows insurance policy information for pre-FIRM buildings by flood zone. In Kissimmee, pre-FIRM buildings are those built before the date of the initial FIRM, July 2, 1981. Pre-FIRM buildings account for 33 percent of active policies but over 61 percent of total paid claims.

Table 15 – NFIP Policy and Claims Data Pre-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	65	$54,635	$16,503,900	112	$5,481,427.85
A Zones	0	$0	$0	1	$9,380.13
B, C & X Zone					
Standard	49	$38,581	$16,168,000	39	$2,676,574.75
Preferred	0	$0	$0	23	$791,079.69
Total	**114**	**$93,166**	**$32,671,100**	**175**	**$8,958,459.42**

Source: FEMA Community Information System as of 03/13/2026

Table 16 breaks down the insurance policies of post-FIRM buildings by flood zone. Post-FIRM buildings in Kissimmee are those built or substantially improved on or after the date of the initial FIRM, which was July 2, 1981. Over 66 percent of active policies in Kissimmee are for post-FIRM buildings.

Table 16 – NFIP Policy and Claims Data Post-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	54	$54,598	$21,793,000	47	$2,146,004.88
A Zones	1	$690	$335,000	1	$0.00
B, C & X Zone					
Standard	176	$111,601	$54,669,000	37	$1,633,744.69
Preferred	0	$0	$0	22	$162,743.41
Total	**231**	**$166,889**	**$76,827,000**	**107**	**$3,942,492.98**

Source: FEMA Community Information System as of 03/13/2026

Table 17 compares current policies in force with the number of buildings located within each flood zone and estimates the percentage of buildings insured. There are 2,816 buildings in the SFHA but only 4.3 percent are insured. Coverage is particularly inadequate in Zone A, where only one property has active flood insurance. Additionally, only 1 percent of buildings within the X Zones are insured, despite flood insurance records indicating that 43 percent of past paid claims were made in the B, C, and X Zones.

Table 17 – Percentage of Buildings Insured

Flood Zone	Number of Policies in Force	Number of Improved Parcels	% Insured
A01-30 & AE Zones	119	2,392	5.0%
A Zones	1	424	0.2%
B, C & X Zone	225	20,699	1.1%
Total	**345**	**23,515**	**1.5%**

Source: FEMA Community Information System as of 03/13/2026; FEMA DFIRM; Osceola County GIS and parcel data, 3/20/2026

Table 18 compares number of buildings present, number of policies in force, building value, and total coverage by flood zone.

Table 18 – Flood Insurance Coverage and Building Value

Flood Zone	Number of Policies in Force	Number of Improved Parcels	Building Value	Total Coverage
A01-30 & AE Zones	119	2,392	$1,109,518,208	$38,296,400
A Zones	1	424	$102,527,801	$335,000
B, C & X Zone	225	20,699	$5,975,768,556	$70,867,000
Total	**345**	**23,515**	**$7,187,814,565**	**$109,498,000**

Source: FEMA Community Information System as of 03/13/2026; FEMA DFIRM; Osceola County GIS and parcel data, 3/20/2026

An analysis of existing flood insurance coverage compared to building value shows that total coverage is less than total building value in all flood zones. This is a particular concern in the high-risk Zone AE where coverage is only 3.5 percent of building value and Zone A where less than 1 percent of building value has coverage. Additionally, it's important to note that coverage is not uniformly applicable to total value at risk; there is a large number of uninsured properties in the city—over 95 percent of buildings in the SFHA and nearly 99 percent of buildings throughout the city overall—that would have no coverage in the event of a flood loss. Therefore, there is a need to increase the flood insurance coverage in the city by increasing the number of policyholders across all flood zones. Properties in the SFHA should be the highest priority for coverage improvement.

Insurance Assessment Conclusions:

1. Over 86 percent of the active policies and 90 percent of paid claims in Kissimmee are for single family residential properties.
2. Polices in the B, C, and X Zones account for nearly 65 percent of active policies in the city as well as 43 percent of total paid claims.
3. Only 5 percent of buildings in the AE Zone and 0.2 percent of buildings in the A Zone are insured. Across the SFHA, over 95 percent of buildings are uninsured. Current actives policies in the SFHA account for only 34.8 percent of total policies, yet over 56 percent of past losses have occurred in the SFHA. SFHA coverage is inadequate.

Insurance Assessment Recommendations:

1. Encourage property owners in Zone A and Zone AE, including repetitive loss areas, to retain a flood insurance policy, as these structures are at the highest risk for flooding.
2. Target residential properties for increased flood insurance coverage. Encourage the purchase of contents coverage.
3. Increase awareness of flood risk in X Zones and encourage the purchase of policies in X Zones.

Repetitive Flooding: An analysis of repetitive loss was completed to examine the number of repetitive loss properties against FEMA flood zones and the extent to which these properties are insured. According to 2024 NFIP records, there are 20 repetitive loss properties in the City of Kissimmee; at the time of their first paid claim, 11 of these repetitive loss properties were located in the SFHA and 9 were in X Zones. As of 2024, 80 percent of these properties were insured.

2.3 Determine Target Audiences

Another important step in developing a public outreach program is to identify whether there are specific audiences that may require unique messaging or outreach dissemination methods.

Social and economic factors were considered by the PPI Committee in identifying target audiences and ensuring that the right messages, tools, and resources were used to overcome obstacles. The Committee also considered known flooding problems, such as localized stormwater flooding, and the already identified target areas in order to identify audiences that have specific outreach needs. The Committee recognized that messages would need to be distributed in different forms and using different sources in order to reach target audiences. The following groups have been identified as target audiences who are a priority to educate and inform or who need special messages on flood protection:

Real Estate, Lending, and Insurance Agents
It is essential that residents know and understand their flood risk, especially when they are considering the purchase of a property. Real estate, lending, and insurance agents play an essential role in delivering information about flood insurance and flood risk to homeowners. The PPI Committee will ensure that this group has the tools and knowledge with which to communicate flood risk and insurance information to prospective buyers.

Spanish-Speaking Population
Approximately 46.8 percent of Osceola County residents and 60.4 percent of Kissimmee residents speak Spanish at home. The PPI Committee recognized that providing Spanish materials and messaging targeted toward the Spanish-speaking population will ensure that this portion of the population does not miss important flood-related information due to a language barrier.

Homeowners Associations
Homeowners Associations have access to entire neighborhoods and often host neighborhood events. Educating and partnering with this audience is an efficient way to reach large groups of residents at one time.

Home Builders/Contractors
Knowing and following flood damage prevention ordinance requirements for new and substantially damaged or improved properties is essential to protecting property from flood risk. Similarly, even where not required by code, incorporating mitigation measures into new construction or improvement projects, such as elevating HVAC and electrical equipment, is a simple and cost-effective way to avoid future losses. The PPI Committee will target builders and contractors with this information to increase compliance and enable this group to convey flood risk and property protection information to homeowners.

Property Managers of Mobile Home Parks
There are several large mobile home parks in flood prone areas, especially in Osceola County. The property managers of these parks are best positioned to educate residents about their flood risk. The Committee recommended providing educational materials to these property managers.

Businesses in or near Flood Hazard Areas
Business owners in flood prone areas have unique options for protecting their property. They are also in a position to educate their customers about local flood risk. Providing education and partnering with this audience will serve a twofold purpose.

2.4 Inventory of Other Public Information Efforts

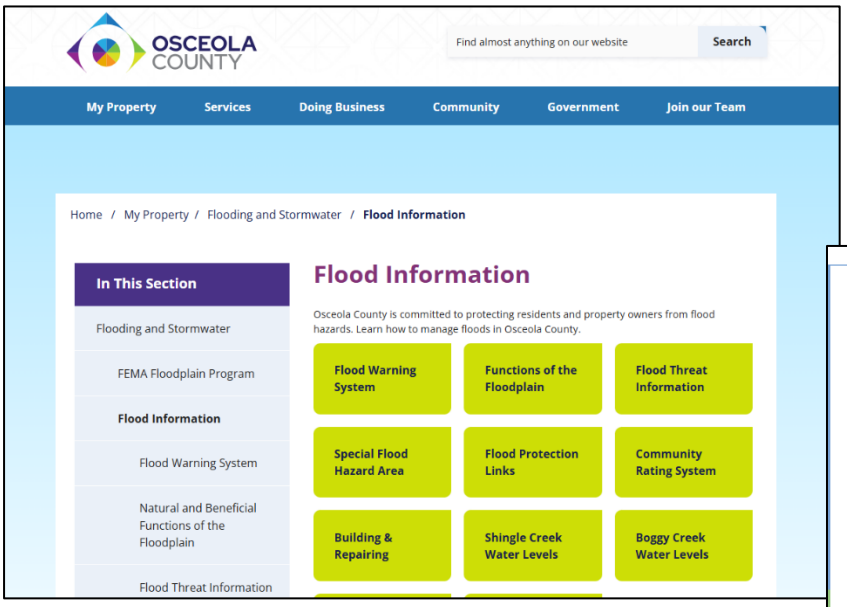
A key part of developing a public information program is becoming aware of other public information activities targeted at county and city residents. The information in Table 19 came from past projects, staff research, and PPI Committee members. Knowing what messages are currently reaching the residents of the county and city is essential in determining what types of projects or messages are effective, which ones may need to be revised, and what new projects are necessary to encourage residents and businesses to adopt behaviors to protect their property and their lives and become more resilient to flood.

Table 19 – Existing Public Information Efforts

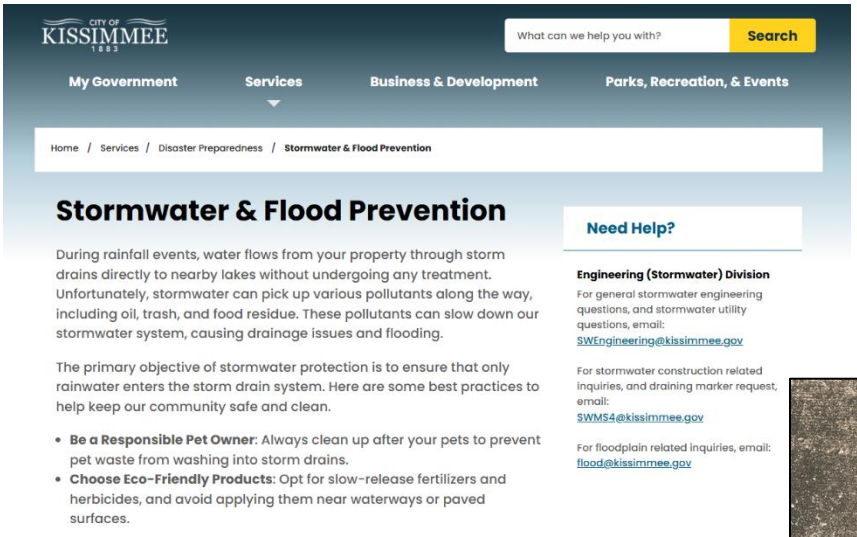
Organization	Project	Subject Matter	Frequency
City of Kissimmee Public Works & Engineering	Flood Facts webpage	Information on the 6 CRS Priority Topics as well as map information services	Year-Round
City of Kissimmee Public Works & Engineering	Interactive Flood Zones Map	Online map enabling residents to see FIRM information and additional details on the floodway, flood depth, historical flooding, and wetlands areas.	Year-Round
City of Kissimmee	Drainage inlet markers	No dumping signs are posted at drainage inlets	Year-Round
City of Kissimmee	Flood Outreach events	Provide information on various flood-related topics at The Great Outdoors Day Environmental Festival Held in November of every Year, City of Kissimmee School of Government held in April of every year, Leadership Osceola Environmental Day held in February of every year, Discover Osceola held biannually in June, City of Kissimmee Summer Camps held in July every year, TOHO Environmental Summer Camps every year in July, and Public Works Week held annually in May	Annually
City of Kissimmee	Brochures	Flood information brochures provided in the lobby of City Hall, the waiting area in the Public Works Department of City Hall on the third Floor, in the library, In the Kissimmee Civic Center, in the Kissimmee Main Street Welcome Center, in Oak Street Community Center, and Chambers Park Community Center	Year-Round
City of Kissimmee	Stream Clean-ups	Flood education and preparedness information provided to event participants.	Annually
City of Kissimmee	Classroom Outreach	Flood education and preparedness information provided to school children.	As invited
City of Kissimmee	HOA visits	Flood education and preparedness information provided to homeowners associations.	As invited
Osceola County	Flood Maps webpage	Information on how to read flood hazard maps, information for builders, information for realtors, information for engineers and surveyors	Year-Round
Osceola County	Flood Insurance Information webpage	Information on flood insurance, flood risk zones, flood map changes, flood insurance benefits, and links to additional information	Year-Round
Osceola County	Flood Hazard Maps viewer	Online map enabling residents to see FIRM information	Year-Round
Osceola County	Evacuation Mapper	Instructions and maps for evacuation provided online	Year-Round

Organization	Project	Subject Matter	Frequency
Osceola County	Flood warning system	Outreach encouraging sign-up for flood warnings and other emergency notifications; annual flood alert notification test	Year-Round
Osceola County	Targeted in-person outreach	Distributing NFIP flood insurance materials and info cards with CRS 6 topics to residents within an area of the SFHA that has had recent flood events	Annually
Osceola County	Civic event outreach	Distributing NFIP flood insurance materials and info cards with CRS 6 topics to general attendees of St. Cloud Earth Day	As invited
Osceola County	Civic event outreach	Office of Emergency Management staff attends civic and neighborhood events and give presentations/literature on disaster preparedness and flood-related topics	As invited
Osceola County	Social media outreach	Distributing graphics/messages prepared by NFIP Outreach Resource Library on social media both in English and Spanish	Year-Round
Osceola County	Social media outreach	Hurricane-related preparedness notifications and articles published by Osceola County Office of Emergency Management	Year-Round
Osceola County	Brochures	NFIP flood insurance brochures and info cards with CRS 6 topics have been posted at the Osceola County Library branches (three locations)	Year-Round
Osceola County	Brochures	Various information cards have been posted in the County's Building Department lobby kiosk, containing disaster/flood-related messages	Year-Round
Osceola County	Brochures	Information displayed/provided at the Emergency Operation Center	Year-Round
Osceola County	Ready Osceola Resource Guide	Flood preparedness guide made available online at readyosceola.org	Year-Round
Osceola County	Signage	The County has installed "Turn Around, Don't Drown" road signs in some locations that are vulnerable for street flooding	Year-Round
Osceola County	Signage	NFIP-created posters with flood insurance-related message have been placed on the County Administration Building drop box	Year-Round
Osceola County	Drainage inlet markers	No dumping markers are posted at drainage inlets	Year-Round

Examples of Existing Outreach Projects











3. Step 3: Formulate Messages

After reviewing the Community Needs Assessment, the PPI Committee reviewed the existing outreach projects and their dissemination methods and developed the following priority messages. Table 20 summarizes each message and the desired outcome. Topics A through F are the CRS Activity 330 Priority Topics and Topics G through J are the additional topics identified by the PPI Committee. The 10 topics below are covered by a variety of outreach projects which are listed in Table 21 and Table 22.

Table 20 – Messages and Desired Outcomes

Topic	Message	Outcome(s)
A. Know your flood hazard	**1.** Your property is subject to flooding.	Increase number of FIRM inquires
	2. Your property is in a repetitively flooded area.	Reduce future repetitive loss properties
B. Insure your property	**1.** You need to buy flood insurance; your homeowner's policy does not cover flood damage.	Increase number of flood insurance policies
	2. Buy renters contents insurance to protect your valuables from flood damage.	Increase contents coverage
C. Protect yourself and your family	**1.** Know the flood warning signals.	Reduce need for rescues and reduce deaths
D. Protect your property from the hazard	**1.** Elevate HVAC exterior units.	Reduce number of flood damaged HVAC units
	2. Purchase sandless sandbags.	Reduce water infiltration and property damage
E. Build responsibly	**1.** Get a permit before you start construction	Reduce citations/violations
	2. Know the substantial damage rules	Reduce citations/violations
	3. Keep areas open (setbacks) between homes and property lines.	Maintain proper drainage
F. Protect natural floodplain functions	**1.** Don't throw trash or debris in streams, channels, open bodies of water, or storm drains.	Reduce pollution and overbank flow
	2. Don't disturb natural floodplain areas.	Reduce grading, fill, and earth movement

Topic	Message	Outcome(s)
G. Hurricane preparedness	**1.** Prepare a safety checklist and an emergency supply kit.	Improve flood preparedness; reduce requests for emergency assistance
H. Reduce stormwater runoff	**1.** Install LID techniques to reduce stormwater runoff from your property.	Reduce peak flows and stormwater flooding damages
I. Turn around don't drown	**1.** Do not drive through flooded streets.	Reduce need for rescues, reduce deaths; reduce wake-related damage
J. Flood education	**1.** What you do on your property affects flooding on surrounding properties.	Reduce drainage-related flood complaints; maintain proper drainage

4. Step 4: Identify Outreach Projects to Convey the Messages

The overall strategy is to make information available to target audiences in a manner that will encourage each audience to adapt behaviors to improve preparedness and decrease future flood damage. The PPI Committee identified several existing and new projects and initiatives for each community to implement during 2026/2027. These projects are organized by target area, audience, and message in Table 21 for Osceola County and in Table 22 for City of Kissimmee.

Both communities have identified several informational projects which involve providing brochures or flyers at static locations throughout the community. The locations for these projects are listed below:

Locations of brochures and flyers in Osceola County:

1. Osceola County Administration Building, 1 Courthouse Square, Suite 1400, Kissimmee, FL 34741
2. Osceola County Library – West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747
3. Osceola County Library – Poinciana Library, 101 N. Doverplum Avenue, Kissimmee, FL 34758
4. Kenansville Branch Library, 1154 S. Canoe Creek Road, Kenansville, FL 34739
5. Osceola County Library – Buenaventura Lakes Branch Library, 405 Buenaventura Boulevard, Kissimmee, FL 34743

Locations of brochures and flyers in City of Kissimmee:

1. City of Kissimmee City Hall, 101 Church Street, Kissimmee, FL 34741
2. Kissimmee Main Street Welcome Center, 421 Broadway, Kissimmee, FL 34741
3. Oak Street Community Center, 717 N. Palm Avenue, Kissimmee, FL 34741
4. Chambers Park Community Center, 2380 N. Smith Street, Kissimmee, FL 34744

In addition to projects that are implemented every year, the PPI Committee recommends Flood Response Projects which will be implemented during and after a flood. These projects are drafted and made ready for production and dissemination after a flood warning. These projects are listed at the end of each table.

5. Step 5: Examine Other Public Information Initiatives

The PPI Committee identified other Public Information Initiatives (PII) which provide additional outreach to county and city residents to improve access to information on services each community provides. These PII projects are listed at the bottom of Table 21 and Table 22. These PII projects include:

Activity 320: The County and City will continue to provide information on areas that are at risk to flooding and will publicize Activity 320 on their websites to encourage more map inquiry requests from the public. The service is also publicized in the updated Flood Protection Brochures. See **PII #1**.

Activity 350: The County and City will update their websites to provide information on each of the six CRS Priority Topics as well as the four additional topics developed by the Committee. The updated websites will also include links to additional flood awareness and preparedness resources, including Floodsmart.gov, FDEM, and FEMA. See **PII #2**.

Activity 360: The County and City will continue to provide one-on-one property protection advice and will make site visits to assess a property owner's site-specific flood conditions. This service of property protection advice and property protection after a site visit will be publicized on the updated websites to increase requests for assistance by public. See **PII #3**.

Activity 540: The County and City will maintain a program of marking drainage inlets with "no dumping" markers to inform the public that dumping in streams and ditches is prohibited. See **PII #4**.

6. Step 6: Implement, Monitor and Evaluate the Program

6.1 Adoption

This document will become effective when it is adopted by each local governing board.

6.2 Evaluation

The PPI Committee and supporting County and City staff will monitor the projects as they are developed and track project results. They will record inputs from PPI Committee members and suggestions from other County and City staff and stakeholders. That input will be sent by e-mail to Committee members for consideration and evaluation.

The PPI Committee will meet annually to review the implementation of these projects and initiatives. The Committee will review the outcomes of each project to change, add, or approve them and will recommend to the appropriate County and City offices and stakeholders who implement projects whether projects should be changed or discontinued. Table 21 and Table 22 will be revised as needed. A report explaining the annual changes to the PPI projects, messages, and outcomes will be submitted to each local governing board for their review and consideration. The outcomes and revisions will be submitted as part of each community's annual recertification packages to the CRS.

Table 21 – Osceola County PPI Projects and Initiatives

Target Area / Audience	Topic(s) (see Table 20)	Message(s) (see Table 20)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
AE Zones	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #1** Mail updated 10-topic flood outreach brochure to all property owners in AE Zones annually.	Osceola County Environment and Public Lands Department	Annually	N/A
			OP #2 Place the updated 10-topic flood outreach brochure at **5 different locations** (listed on page 26).	Osceola County Environment and Public Lands Department	Year-Round	N/A
	Topic B Insure Your Property	B. 1, 2	**OP #3** Provide NFIP brochure on benefits of flood insurance at **5 different locations** (listed on page 26).	Osceola County Environment and Public Lands Department	Year-Round	FEMA (NFIP), Insurance Agents
	Topic F Protect Natural Floodplain Functions **Topic J** Flood Education	F. 1, 2 J. 1	**OP #4** Place markers on storm drain inlets and other stormwater infrastructure to educate the public about illegal dumping and the need to protect natural floodplain functions. Additional markers may be placed as requested, in or out of the SFHA.	Osceola County Environment and Public Lands Department	Year-Round	N/A
Repetitive Loss Areas	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #5** Mail updated 10-topic flood outreach brochure to all property owners in Repetitive Loss Areas annually.	Osceola County Environment and Public Lands Department	Annually	N/A
			OP #6 Mail updated Spanish Version of the 10-topic flood outreach brochure to all property owners in Repetitive Loss Areas annually.	Osceola County Environment and Public Lands Department	Annually	N/A

Target Area / Audience	Topic(s) (see Table 20)	Message(s) (see Table 20)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
Realtors, Lenders, and Insurance Agents	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #7** Send the updated 10-topic flood outreach brochure and NFIP brochures to realtors, lenders, and insurance agents with the annual Activity 320 mailing.	Osceola County Environment and Public Lands Department	Annually	FEMA (NFIP)
			OP #8 Send information on the 10 Topics and Messages via email to real estate agents within Osceola County and Kissimmee	Osceola County Environment and Public Lands Department	Annually	Osceola County Association of Realtors
Spanish Speaking Population	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #9** Place a Spanish version of the updated 10-topic flood outreach brochure at **5 different locations** (listed on page 26).	Osceola County Environment and Public Lands Department	Year-Round	N/A
			OP #10 Place a Spanish version of NFIP flyer on the need for flood insurance at **5 different locations** (listed on page 26).	Osceola County Environment and Public Lands Department	Year-Round	FEMA (NFIP)
Homeowners Associations	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #11** Give a presentation to a homeowners' association and provide a copy of the updated 10-topic flood outreach brochure.	Osceola County Emergency Management	Annually	N/A
Home Builders & Contractors	**Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions	D. 1 E. 1, 2, 3 F. 1, 2	**OP #12** Place a flyer educating home builders/contractors and their customers on the need to elevate HVAC units for flood protection at **5 different locations** (listed on page 26).	Osceola County Environment and Public Lands Department	Year-Round	N/A

Target Area / Audience	Topic(s) (see Table 20)	Message(s) (see Table 20)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
Businesses in Flood Prone Areas	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #13** Send information on the 10 Topics and Messages via email to businesses located in or near the SFHA in Osceola County	Osceola County Environment and Public Lands Department	Annually	Osceola County Chamber of Commerce
Flood Response Projects						
Flooded property owners and residents	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**FRP #1** Provide "After a Flood: The First Steps" brochure to flooded property owners which provides information on the dangers of flood water, listen for local warnings, don't drive through flooded streets, stay healthy (emotional stress), and cleaning up and repairing your home.	Osceola County Environment and Public Lands Department	Ready to go before and after a flood	FEMA and American Red Cross
			FRP #2 Provide copies of "Repairing your flooded home" FEMA 234 publication to flooded property owners which provides information on protecting your home from further damage, getting organized, drying out your flooded home, restoring utilities, clean up, rebuilding and preparing for the next flood.	Osceola County Environment and Public Lands Department	Ready to go	FEMA and American Red Cross
			FRP #3 Provide information on the County's Substantial Damage rules.	Osceola County Environment and Public Lands Department	Ready to go	N/A
			FRP #4 Provide information on the need for a building permit and benefits of flood Insurance on the County's website and in local news.	Osceola County Environment and Public Lands Department	Ready to go	FEMA (NFIP)
			FRP #5 Provide FEMA Increased Cost of Compliance Brochure.	Osceola County Environment and Public Lands Department	Ready to go	N/A

Target Area / Audience	Topic(s) (see Table 20)	Message(s) (see Table 20)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
			FRP #6 Flood Outreach Brochure copies available to hand out before, during and after a flood.	Osceola County Environment and Public Lands Department	Ready to go	N/A
			FRP #7 Homeowner's guide to cleaning up mold.	Osceola County Environment and Public Lands Department	Ready to go	EPA

Target Area / Audience	Topic(s) (see Table 19)	Message(s) (see Table 20)	Project	Assignment	Schedule	Stakeholder
Public Information Initiatives						
All Residents	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**PII #1** Publicize the Map Information Service (CRS Activity 320) on the updated Flood Outreach Brochure and on the County's website	Osceola County Environment and Public Lands Department	Year-Round	N/A
			PII #2 Enhance website (CRS Activity 350) to include updated information on the 6 Priority and 4 additional topics, and provide links to Floodsmart.gov, FDEM, and FEMA	Osceola County Environment and Public Lands Department	Update Annually	FDEM and FEMA
			PII #3 Provide site visits and property protection advice (CRS Activity 360 PPA & PPV), and publicize this service on the County's website and in the updated Flood Outreach Brochure	Osceola County Environment and Public Lands Department	Year-Round	N/A
			PII #4 Place markers on storm drain inlets and other stormwater infrastructure (CRS Activity 540) to educate the public about illegal dumping and the need to protect natural floodplain functions. Additional markers may be placed as requested, in or out of the SFHA.	Osceola County Environment and Public Lands Department	Year-Round	N/A

Table 22 – City of Kissimmee PPI Projects and Initiatives

Target Area / Audience	Topic(s) (see Table 20)	Message(s) (see Table 20)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
Special Flood Hazard Area (SFHA)	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #1** Mail updated 10-topic flood outreach brochure to all property owners in SFHA annually.	City of Kissimmee Public Works Department	Annually	N/A
			OP #2 Place the updated 10-topic flood outreach brochure at **4 different locations** (listed on page 26).	City of Kissimmee Public Works Department	Year-Round	N/A
	Topic B Insure Your Property	B. 1, 2	**OP #3** Provide NFIP brochure on benefits of flood insurance at **4 different locations** (listed on page 26).	City of Kissimmee Public Works Department	Year-Round	FEMA (NFIP), Insurance Agents
	Topic F Protect Natural Floodplain Functions **Topic J** Flood Education	F. 1, 2 J. 1	**OP #4** Place markers on storm drain inlets and other stormwater infrastructure to educate the public about illegal dumping and the need to protect natural floodplain functions. Additional markers may be placed as requested, in or out of the SFHA.	City of Kissimmee Public Works Department	Year-Round	N/A
Repetitive Loss Areas	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #5** Mail updated 10-topic flood outreach brochure to all property owners in Repetitive Loss Areas annually.	City of Kissimmee Public Works Department	Annually	N/A
			OP #6 Mail updated Spanish version of the 10-topic flood outreach brochure to all property owners in Repetitive Loss Areas annually.	City of Kissimmee Public Works Department	Annually	N/A
Realtors, Lenders, and Insurance Agents	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard	A. 1, 2 B. 1, 2 C. 1 D. 1, 2	**OP #7** Send the updated 10-topic flood outreach brochure and NFIP brochures to realtors, lenders, and insurance agents with the annual Activity 320 mailing.	City of Kissimmee Public Works Department	Annually	FEMA (NFIP)

Target Area / Audience	Topic(s) (see Table 20)	Message(s) (see Table 20)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
	Topic E Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #8** Send information on the 10 Topics and Messages via email to real estate agents within Osceola County and Kissimmee	Osceola County Environment and Public Lands Department	Annually	Osceola County Association of Realtors
Spanish Speaking Population	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #9** Place a Spanish version of the updated 10-topic flood outreach brochure at **4 different locations** (listed on page 26).	City of Kissimmee Public Works Department	Year-Round	N/A
			OP #10 Place a Spanish version of NFIP flyer on the need for flood insurance at 4 **different locations** (listed on page 26).	City of Kissimmee Public Works Department	Year-Round	FEMA (NFIP)
Homeowners Associations	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #11** Give a presentation to a homeowners' association and provide a copy of the updated 10-topic flood outreach brochure.	City of Kissimmee Public Works Department	Annually	N/A
Home Builders & Contractors	**Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions	D. 1 E. 1, 2, 3 F. 1, 2	**OP #12** Place a flyer educating home builders/contractors and their customers on the need to elevate HVAC units for flood protection at **4 different locations** (listed on page 26).	City of Kissimmee Public Works Department	Year-Round	N/A

Target Area / Audience	Topic(s) (see Table 20)	Message(s) (see Table 20)	Project	Assignment	Schedule	Stakeholder
Outreach Projects						
Property Managers of Mobile Home Parks	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #13** Send information on the 10 Topics and Messages via email or mail to property managers of mobile home parks within Kissimmee	City of Kissimmee Public Works Department	Annually	Osceola County Chamber of Commerce
Businesses in Flood Prone Areas	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**OP #14** Send information on the 10 Topics and Messages via email or mail to businesses located in or near the SFHA in Kissimmee	City of Kissimmee Public Works Department	Annually	Osceola County Chamber of Commerce

Target Area / Audience	Topic(s) (see Table 20)	Message(s) (see Table 20)	Project	Assignment	Schedule	Stakeholder
Flood Response Projects						
Flooded property owners and residents	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**FRP #1** Provide "After a Flood: The First Steps" brochure to flooded property owners which provides information on the dangers of flood water, listen for local warnings, don't drive through flooded streets, stay healthy (emotional stress), and cleaning up and repairing your home.	City of Kissimmee Public Works Department	Ready to go before and after a flood	FEMA and American Red Cross
			FRP #2 Provide copies of "Repairing your flooded home" FEMA 234 publication to flooded property owners which provides information on protecting your home from further damage, getting organized, drying out your flooded home, restoring utilities, clean up, rebuilding and preparing for the next flood.	City of Kissimmee Public Works Department	Ready to go	FEMA and American Red Cross
			FRP #3 Provide information on the City's Substantial Damage rules.	City of Kissimmee Public Works Department	Ready to go	N/A
			FRP #4 Provide information on the need for a building permit and benefits of flood Insurance on the City's website and in local news.	City of Kissimmee Public Works Department	Ready to go	FEMA/NFIP
			FRP #5 Provide FEMA Increased Cost of Compliance Brochure.	City of Kissimmee Public Works Department	Ready to go	N/A
			FRP #6 Flood Outreach Brochure copies available to hand out before, during and after a flood.	City of Kissimmee Public Works Department	Ready to go	N/A
			FRP #7 Homeowner's guide to cleaning up mold.	City of Kissimmee Public Works Department	Ready to go	EPA
Public Information Initiatives						
All Residents	**Topic A** Know Your Flood Hazard **Topic B** Insure Your Property **Topic C** Protect Yourself and Your Family **Topic D** Protect Your Property from the Hazard **Topic E** Build Responsibly **Topic F** Protect Natural Floodplain Functions **Topic G** Hurricane Preparedness **Topic H** Reduce Stormwater Runoff **Topic I** Turn Around Don't Drown **Topic J** Flood Education	A. 1, 2 B. 1, 2 C. 1 D. 1, 2 E. 1, 2, 3 F. 1, 2 G. 1 H. 1 I. 1 J. 1	**PII #1** Publicize the Map Information Service (CRS Activity 320) on the updated Flood Outreach Brochure and on the City's website	City of Kissimmee Public Works Department	Year-Round	N/A
			PII #2 Enhance website (Activity 350) to include updated information on the 10 topics, and provide links to Floodsmart.gov, Osceola County Emergency Management, FDEM, and FEMA	City of Kissimmee Public Works Department	Update Annually	FDEM and FEMA
			PII #3 Provide site visits and property protection advice (CRS Activity 360 PPA & PPV), and publicize this service on the City's website and in the updated Flood Outreach Brochure	City of Kissimmee Public Works Department	Year-Round	N/A
			PII #4 Place markers on storm drain inlets and other stormwater infrastructure (CRS Activity 540) to educate the public about illegal dumping and the need to protect natural floodplain functions. Additional markers may be placed as requested, in or out of the SFHA.	City of Kissimmee Public Works Department	Year-Round	N/A

APPENDIX: MEETING DOCUMENTATION

PPI Committee Meeting 1

OSCEOLA COUNTY & CITY OF KISSIMMEE
PROGRAM FOR PUBLIC INFORMATION

PPI COMMITTEE MEETING #1

February 18, 2026, 11am, Microsoft Teams

ATTENDANCE

- Liuliu Wu, Osceola County, Water Resources Director
- Eric Silva-Quintero, Osceola County, Water Resources Scientist and CRS Coordinator
- Nagel Altrui, City of Kissimmee, Floodplain Manager
- Jose Flores, City of Kissimmee, Stormwater Compliance Inspector
- Kimberly Lawrence, Citizen of Osceola County & City of Kissimmee
- Samantha Jorgensen, Resident and Realtor in Osceola County
- David Stroud, WSP
- Abby Moore, WSP

AGENDA

- Background
  - Program for Public Information (PPI)
  - Community Rating System (CRS) Program
- PPI Planning Process
- Review Existing PPI
  - Types of Projects
  - Priority Topics
  - Additional Topics
  - Target Areas
  - Priority Audiences
  - Outreach Projects

BACKGROUND

PROGRAM FOR PUBLIC INFORMATION

- A PPI is a coordinated approach to developing and disseminating flood-related outreach.
- Part of CRS Activity 330. The CRS is a flood-specific program.
- The PPI must be updated every five years.

COMMUNITY RATING SYSTEM (CRS) PROGRAM

- CRS is a voluntary program that encourages communities to exceed National Flood Insurance Program (NFIP) minimum standards and recognizes these efforts through flood insurance premium discounts for policyholders in the community. Every 500 points earned in the program earns a 5% discount communitywide.
- The goals of the program are to reduce and avoid flood damage to insurable buildings, strengthen the insurance aspects of the NFIP, and foster comprehensive floodplain management.
- There are 19 CRS activities which fall within 4 series of CRS program: Public Information, Mapping & Regulations, Flood Damage Reduction, and Warning & Response
- Osceola County is currently a CRS Class 5 (25% discount) and City of Kissimmee is currently a CRS Class 7 (15% discount) but looking to increase to potential a Class 5.

PPI PLANNING PROCESS

To meet CRS requirements, a PPI must be developed following a seven-step planning process:

1. Establish a PPI Committee – including staff and outside stakeholders
2. Assess the Community's Public Information Needs – determine what flood-related information the community should receive
3. Formulate Messages – develop action-oriented messages for each of the PPI topics
4. Identify Outreach Projects to Convey the Messages – develop specific outreach projects that will be implemented at least annually
5. Examine Other Public Information Initiatives – consider ways the PPI can inform the public of other related CRS Activities
6. Prepare the PPI Document – document the process, including the target areas, priority audiences, topics, messages, and projects
7. Implement, Monitor, and Evaluate the Program – projects will be completed annually over the next five years until the next required PPI update

TYPES OF PROJECTS

- There are three types of projects that can be included and credited in a PPI:
  - Informational: 1 point per topic, includes brochures, flyers, documents made available in public locations
  - General: 2 points per topic, includes news articles, signs, presentations to general audiences, and other projects that are out in the community
  - Targeted: 6 points per topic, involves direct mailings and presentations to specific areas and audiences

PRIORITY TOPICS

- There are six CRS priority topics that must be included in the PPI:
  - Know your flood hazard
  - Insure your property for your flood hazard
  - Protect people from the hazard
  - Protect your property from the hazard
  - Build responsibly
  - Protect natural floodplain functions

ADDITIONAL TOPICS

- The PPI enables a community to develop four additional topics that are specific to the community's unique outreach needs and allow the community to earn more CRS credit points for outreach projects. The additional topics included in the existing PPI are:
  - Hurricane Preparedness
  - Reduce Stormwater Runoff
  - Turn Around Don't Drown
  - Flood Education
- The PPI Committee discussed whether these topics are still relevant.
  - Kimberly mentioned that another issue related to driving through flooded streets is the damage that the wake can cause on surrounding property. David suggested revising and incorporating this into Turn Around Don't Drown. Eric agreed that this is a good message and he already includes it in outreach to groups; it can be added to upcoming outreach for hurricane season. There was discussion of the need for enforcement of this but Eric suggested that awareness of the issue is an important foundation for reducing the problem and enabling reporting of the issue.

- Liuliu commented that messaging on “reduce peak flows” under reduce stormwater runoff may be too technical for the general public. David and Abby agreed that this is the desired outcome but that messaging will be simpler and geared toward education on specific ways the public can reduce stormwater runoff.

REVIEW EXISTING PPI

TARGET AREAS

- Target areas are locations or groups that receive targeted mailings through the PPI.
- The existing PPI included the following target areas: Special Flood Hazard Areas, Repetitive Loss Areas, and Realtors, Lenders, and Insurance Agents
- Samantha asked how outreach is sent to realtors, because she has never received outreach, but likes the idea of mailing to this group. David suggested that each company/agency may receive outreach but not necessarily each agent. Eric explained that Osceola County uses real estate businesses that are registered to the Chamber of Commerce and emails to this distribution list. Samantha suggested providing the outreach to Stellar to disseminate.

PRIORITY AUDIENCES

- Priority audiences are groups of people that may need specific flood-related messages or may benefit from receiving information in certain formats.
- The existing PPI included the following priority audiences: Special Flood Hazard Areas, Repetitive Loss Areas, and Realtors, Lenders, and Insurance Agents
- Kimberly noted that homeowners associations are great at getting information out but many repetitive loss areas and older subdivisions are not included in HOAs.
- Eric suggested adding property managers of mobile home parks as an audience that can reach residents of these areas.
- Nagel suggested adding businesses in or near Special Flood Hazard Areas as an audience

EXISTING PUBLIC INFORMATION EFFORTS

- The inventory of existing public information efforts helps understand what messages the community is already receiving and may identify existing initiatives to include as ongoing annual outreach projects.
- Existing public information efforts are listed on slides 11 and 12.

OUTREACH PROJECTS

- Existing outreach projects are listed on slide 13 and 14. The presentation will be shared with committee members to review and provide feedback to WSP on outreach projects.

WSP will contact committee members to schedule a second committee meeting. At the next meeting the committee will review updates to the PPI document and discuss the revised list of outreach projects.

PPI Committee Meeting 2

OSCEOLA COUNTY & CITY OF KISSIMMEE
PROGRAM FOR PUBLIC INFORMATION

PPI COMMITTEE MEETING #2

June 22, 2026, 11am, Microsoft Teams

ATTENDANCE

- Liuliu Wu, Osceola County, Water Resources Director
- Susan Gosselin, Osceola County, CRS Coordinator
- Andrew Kohler, Osceola County, Natural Resources Coordinator
- Nagel Altrui, City of Kissimmee, Floodplain Manager
- Jose Flores, City of Kissimmee, Stormwater Inspector
- Kimberly Lawrence, Citizen of Osceola County & City of Kissimmee
- Samantha Jorgensen, Resident and Realtor in Osceola County
- Marc Lillis, Orlando Health, Assistant VP
- David Stroud, WSP
- Abby Moore, WSP

AGENDA

- PPI Planning Process Recap
  - Background – Program for Public Information (PPI)
  - PPI Planning Process
- Review Draft PPI
  - Target Areas
  - Priority Audiences
  - Topics & Messages
  - Existing Public Information Efforts
  - Projects
    - Types of Projects
    - Informational Project Locations
    - Outreach Projects

MEETING NOTES

PPI BACKGROUND

- A PPI is a coordinated approach to developing and disseminating flood-related outreach.
- Part of CRS Activity 330. The CRS is a flood-specific program.
- The PPI must be updated every five years.

PPI PLANNING PROCESS RECAP

Developing or updating a PPI follows a seven-step planning process. We are on Steps 6 & 7.

1. Establish a PPI Committee
2. Assess the Community's Public Information Needs
3. Formulate Messages
4. Identify Outreach Projects to Convey the Messages
5. Examine Other Public Information Initiatives
6. Prepare the PPI Document – document the process, including the target areas, priority audiences, topics, messages, and projects

7 Implement, Monitor, and Evaluate the Program – complete projects annually over the next five years until the next required PPI update

REVIEW DRAFT PPI

TARGET AREAS

- Target areas are locations or groups that receive targeted mailings through the PPI.
- Identified target areas are:
  - Special Flood Hazard Areas (Kissimmee) / AE Zones (Osceola County)
  - Repetitive Loss Areas
  - Realtors, Lenders, and Insurance Agents
- Samantha got contact information for Osceola County Association of Realtors (OSCAR) which can be used to improve outreach to realtors. This organization/contact is applicable to both the county and city.

PRIORITY AUDIENCES

- Priority audiences are groups of people that may need specific flood-related messages or may benefit from receiving information in certain formats.
- Identified priority audiences are:
  - Spanish Speaking Population
  - Homeowners Associations
  - Home Builders/Contractors
  - Property managers of mobile home parks (new audience discussed at last meeting)
  - Businesses in or near Special Flood Hazard Areas (new audience discussed at last meeting)
    - David asked for clarification that there is a way to get a list of business for outreach; staff from county and city confirmed

TOPICS & MESSAGES

- There are six CRS priority topics that must be included in the PPI:
  - Know your flood hazard
  - Insure your property for your flood hazard
  - Protect people from the hazard
  - Protect your property from the hazard
  - Build responsibly
  - Protect natural floodplain functions
- The PPI enables a community to develop four additional unique topics. This lets the community provide other needed information and earn more CRS credit points for outreach projects.
- The additional topics are:
  - Hurricane Preparedness
  - Reduce Stormwater Runoff
  - Turn Around Don't Drown
  - Flood Education

EXISTING PUBLIC INFORMATION EFFORTS

- David reviewed the inventory of existing public information efforts that are in place in the city and the county.

- Kissimmee has a flood facts webpage, an online GIS flood map, drainage inlet markers, annual events, brochures, stream cleanups, classroom outreach, and HOA visits.
- City staff confirmed these activities are in place.
- Osceola County has a flood maps webpage, flood insurance information webpage, an online flood hazard map viewer, evacuation maps, flood warning system outreach, targeted in-person outreach to the SFHA and at events, social media outreach, brochures, a flood preparedness resource guide, signage, and drainage inlet markers.
- Liuliu asked to indicate that events are only done as invited. Liuliu asked to remove the PSA video and the van signage.

OUTREACH PROJECTS

Types of Projects

- There are three types of projects that can be included and credited in a PPI:
  - Informational: 1 point per topic, includes brochures, flyers, documents made available in public locations
  - General: 2 points per topic, includes news articles, signs, presentations to general audiences, and other projects that are out in the community
  - Targeted: 6 points per topic, involves direct mailings and presentations to specific areas and audiences

Informational Project Locations

- David asked County and City staff to confirm the locations where informational projects will be provided.
- Nagel asked to remove the Civic Center from the list; Nagel will confirm whether information is at the Welcome Center or if it has been moved to the Visiting Center. Nagel will also confirm a new fifth location.
- Samantha suggested only relying on libraries may not be effective and asked if the county can diversify where outreach is provided
- Credit is capped at five locations; Osceola County will remove Hart Library since it is nearby the Administration Building, so it is duplicative.

Outreach Projects

- The updated list of outreach projects is listed on slides 15, 16, and 17.
- Liuliu asked if Kissimmee completes OP #8. Samantha suggested this is done through the OSCAR contact and Nagel confirmed. David suggested that OP #8 be delivered only to realtors.
- Kimberly asked whether drainage inlet markers noted in OP #4 are still being installed in new areas. Susan confirmed that inlet markers are required for new development in the county. Nagel confirmed the same for the City. Nagel also noted that City will begin to review existing areas where drainage inlet markers are missing and/or need to be replaced.
- David asked if OP #11 is done annually. Nagel confirmed that it will be done by the City moving forward. Liuliu and Susan are unsure if the County does this. David indicated this project is not needed for credit. All agreed the project will be deleted even if it may be implemented in future.
- David asked if OP #13 is done annually. David indicated that this project is not needed for credit. All agreed it will be removed from the PPI regardless of if it is implemented in the future.

- David asked if OP #14 is done annually. Nagel indicated this was a county-led effort. Kimberly thinks this project hasn't been done for many years. All agreed OP #14 will be removed; it is not needed for credit.
- All agreed OP #16 will be removed; it is not implemented and is not needed for credit.
- Two new projects were suggested to reach the new priority audiences.
  - OP #17, this will only be added for the City.
  - OP #18: Nagel clarified the City will complete mailings to businesses. The County will do this via email.

The presentation and the draft PPI will be shared with committee members to review and provide feedback to WSP.

ITEM 7.L

Authorization to Negotiate Construction Engineering and Inspection Services for Connect Kissimmee Complete Streets Phase 1

Request

Requesting approval to authorize staff to negotiate a Professional Construction Engineering and Inspection (CEI) Services Agreement with CDM Smith Inc. under RFQ2026-013 for the Connect Kissimmee Complete Streets Phase 1 Project.

Explanation

The Public Works & Engineering Department requested that the Purchasing Division solicit qualifications from qualified firms for Construction Engineering and Inspection (CEI) services for the Connect Kissimmee Complete Streets Phase 1 Project.

RFQ2026-013 was advertised on May 30, 2026, in the Orlando Sentinel, on DemandStar, and on VendorLink. Eight firms submitted qualifications by the July 1, 2026, deadline. After evaluating the submittals, the selection committee shortlisted the three highest-ranked firms: GFT Infrastructure Inc., CDM Smith Inc., and DRMP.

After presentations and final evaluations, CDM Smith Inc. ranked first with a score of 99.75, followed by DRMP with 95.50 and GFT Infrastructure Inc. with 90.50.

Approval of this item will authorize staff to begin negotiations with CDM Smith Inc. If an agreement cannot be reached, negotiations will proceed with the second-ranked firm, DRMP. Once negotiations are complete, the final agreement will be presented to the City Commission for approval.

Recommendation

Approval to authorize staff to negotiate a Professional Construction Engineering and Inspection (CEI) Services Agreement with CDM Smith Inc. under RFQ2026-013 for the Connect Kissimmee Complete Streets Phase 1 Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Authorization to Place Bid on Agenda Connect Kissimmee
2. Notice of Intent - RFQ2026013 Connect Kissimmee Complete Street Phase 1

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: THESE ITEMS WILL NOT BE PLACED ON THE AGENDA UNTIL AUTHORIZED SIGNATURES ARE OBTAINED AND RETURNED TO THE PURCHASING OFFICE. IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: **RFQ2026013**
DATE: August 26, 2026
TO: Wendy Romero, Engineering Assistant Project Manager
FROM: Debbie Luke, Purchasing Coordinator
SUBJECT: **Connect Kissimmee Complete Street Phase 1**

COMMENTS: Subject bid was opened on July 9, 2026, with copy of abstract attached, and copies of the submittals sent electronically for your review. Purchasing advertised this June 7, 2026, with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 750 vendors, and 24 vendors downloaded the bid package, Vendor Link had 58 vendors download the package after 1681 vendors notified. After evaluations and presentations were completed the score sheet results were to recommend award to CDM Smith. Please provide written justification below for Commission consideration and send purchasing the results of the Commission approval and purchasing will post results on Demand Star and Vendor Link.

DEPARTMENT RECOMMENDATIONS:

__X__ Purchase from low bidder.
_____ Other - Explain (attach additional sheets if necessary).

REVIEWED BY: **Wendy Romero** **DATE:** **8/28/2026**
APPROVED BY: **Victor Mercado Vazquez** **DATE:** **8/28/2026**
DATE RETURNED TO PURCHASING: **Debbie Luke 8/28/2026**

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New__X____ Replacement _____

The intended use of function is:

Funding: Attach approved copy of Budget Transfer (if necessary)

Account Number	Project Number	Amount
10622206 506393	CR2500	$3,000,000
10345656 506393	CT2508	$354,420

Total Amount Budgeted: $3,354,420

Cost: $1.950,000

Remaining: $1,404,420

Intended use for any funds remaining:

Construction

PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE, FL
34741

NOTICE OF INTENT TO AWARD

Date: August 12, 2026

To: All Submitters on Record

Issued By: Debbie Luke, Purchasing Coordinator

Subject: RFQ2026013 Connect Kissimmee Complete Street Phase 1

The Evaluation Committee has completed their review and evaluation after the presentations for the above-mentioned solicitation. The Purchasing Division hereby provides notice that the Evaluation Committee's recommendation is to award this solicitation to **CDM Smith**. This shall now be submitted to the Commission to seek award.

We appreciate your work on the on this project's bid process and will be Pleased to see your interest in other projects that come up for the City of Kissimmee.

Respectfully,

Purchasing

ITEM 7.M
Woodside Drainage & Utilities Phase 2 Change Order No. 3

Request

Approval of Change Order No. 3 to the existing construction contract with Jr. Davis Construction Company, Inc. (Contract #20260178), in the amount of $116,244.00, for additional drainage and stabilization improvements associated with the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 Project.

Explanation

The City is currently constructing the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 Project with Jr. Davis Construction Company, Inc. During construction, an unforeseen drainage condition was identified where stormwater runoff from an adjacent property was entering the project area, resulting in erosion and washout conditions and affecting the planned drainage improvements.

Change Order No. 3 provides for the additional work necessary to address these conditions and protect the project improvements. The additional work includes stabilization of the affected area, drainage improvements, grading, excavation, dewatering, and associated restoration activities.

The City's Construction Engineering and Inspection (CEI) consultant reviewed the proposed scope of work, supporting documentation, and associated costs and determined that the additional work is necessary and the proposed cost is reasonable. Approval of Change Order No. 3 will allow the contractor to complete the required improvements and maintain progress on the project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945206-506393	SW2613	Decrease	$1,059,842.06	$116,244.00

Financial Summary:

Adequate funding for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 Project is available within the account listed above.

Recommendation

Approval of Change Order No. 3 to the existing construction contract with Jr. Davis Construction Company, Inc. in the amount of $116,244.00, for additional drainage and stabilization improvements associated with the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Final CO#3 City of Kissimmee

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
CHANGE ORDER FORM

Change Order#:	3
CO Date:	9/8/2026
PO#:	26001064
Contract #:	20260178

DATE: 9/8/2026

PROJECT: Woodside Drainage & Utility Infrastructure Improvements, Phase 2 CONTRACT DATE: 2/17/2026

CONTRACTOR: Jr. Davis Construction Company, Inc. OWNER: City of Kissimmee

The following changes are hereby made to the CONTRACT DOCUMENTS:

1)Provide compensation for Erosion Repair and Stabilization, including fabriform concrete lining, drainage improvements, grading, excavation, dewatering, and associated restoration work necessary to stabilize the affected area and mitigate further erosion.

Not Valid Until Signed By All Parties Listed Herein Below

ORIGINAL CONTRACT PRICE	$ 9,760,295.60
CURRENT CONTRACT PRICE ADJUSTED by previous CHANGE ORDER	$ 9,763,985.63
The CONTRACT PRICE due to this CHANGE ORDER will Increase/decrease by	$ 116,243.71
The new CONTRACT PRICE including this CHANGE ORDER will be	$ 9,880,229.34
ORIGINAL CONTRACT TIME	270 days
The new CONTRACT TIME due to this CHANGE ORDER will increase/decrease by	0 days
The new CONTRACT TIME including this CHANGE ORDER will be	270 days

This CHANGE ORDER constitutes full and mutual accord and satisfaction for the adjustments in CONTRACT TIME as a result of increases or decreases in cost and/or time of performance caused directly or indirectly from the change. Acceptance of this CHANGE ORDER by the Contractor constitutes an equitable adjustment to the Contract and the Contractor hereby waives all rights to file a claim on this CHANGE ORDER.

NOTE: This CHANGE ORDER and the Work affected thereby, is subject to all provisions of the original Contract not specifically changed by the CHANGE ORDER.

Accepted By: Heath A Bunn — Jr. Davis Construction Company, Inc (Signature)

Title/Position: Vice President of Operations

City Engineer: City Engineer (Signature)

Recommended By: Director, PW&E (Signature)

Requested By: Yurley Torres — Project Manager (Signature)

Approved By: City Manager (Signature)

Approved By: Mayor (Signature)

City Commission Approval Date: (If Required)

Approved as to Form and Legality: City Attorney (Signature)

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING

DATE: September 8, 2026

TO: Ashley Willis, PE,
Public Works Director / City Engineer

PROJECT: Woodside Drainage & Utility Infrastructure Improvements, Phase 2

FROM: Yurley Perez Torres, Project Manager II

PROJECT No: 20260178

CCO No. 3

	Project Total	Change Order	
TWA	$3,231,020.00	$ -	$ -
City of Kissimmee	$6,529,275.60	$119,933.74	$6,649,209.34

Total Contract Value (Recoil)
$9,880,229.34

☑ INCREASE ☐ DECREASE

See Funds Below:

IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? ☑ YES ☐ NO

THIS CHANGE ORDER PROVIDES FOR:

Issue 1. *RFCO #002 – Storage Facility Washout Repair*

REASON FOR CHANGE:

Issue 1. *RFCO-002 On June 26, 2026, JDC notified the CEI and City of an unforeseen drainage condition associated with runoff entering the project corridor from the adjacent storage facility property.*

METHOD OF PAYMENT:

Issue 1. *This Change Order increases the Contract by $116,243.71 direct increase in Project Total*

FUNDS:

Issue 1. *funds to be used City of Kissimmee $116,243.71*

	Total Project	TWA	City Of Kissimmee
Original Amount	$ 9,760,295.60	$ 3,231,020.00	$ 6,529,275.60
Previously used	$ (3,690.03)	$ -	$ 3,690.03
this request	$ (116,243.71)	$ -	$ 116,243.71
TOTAL Funds	**$ 9,880,229.34**	**$ 3,231,020.00**	**$ 6,649,209.34**

CONTRACT TIME EXTENSION: 0 Days.

FEDERAL PARTICIPATION

☐ PARTICIPATING ☑ NONE ☐ NON-PARTICIPATING

☐ CCO FUNDED PER CONTRACT ☐ CCO FUNDED AS FOLLOWS

NA Contingency Fund PERCENT 0

CONTRACT SUMMARY

CONTRACT Original Amount		$ 9,760,295.60
PREVIOUS CHANGE ORDERS		$ 3,690.03
THIS CHANGE ORDER		$ 116,243.71
TOTAL TO DATE		**$ 9,880,229.34**

HILL INTERNATIONAL

FDOT CEI ENGINEERING ANALYSIS & CHANGE ORDER RECOMMENDATION

RFCO #002 – Storage Facility Washout Repair

Woodside Drainage Improvements Phase 2

City of Kissimmee

To: City of Kissimmee
From: Hill International, Inc. (CEI)
Subject: CEI Engineering Analysis and Recommendation for RFCO #002 – Storage Facility Washout Repair
Contractor: Jr. Davis Construction, Inc.
Requested Amount: $116,243.71

Background

On June 26, 2026, JDC notified the CEI and City of an unforeseen drainage condition associated with runoff entering the project corridor from the adjacent storage facility property. The contractor documented that modifications had been made on the adjoining property which redirected stormwater flow into the project area, creating erosion and washout conditions along the canal bank and preventing completion of the proposed drainage tie-in work. The contractor further documented those temporary measures, including berming and active water management, would be required until a permanent solution could be implemented.

The proposed remediation consists of stabilization of the washout area utilizing a Fabriform concrete lining system, drainage improvements, grading, excavation, dewatering, and associated restoration activities necessary to protect the integrity of the project and adjacent facilities.

CEI Engineering Analysis

Hill International completed a review of:

- Notice of Intent No. 002.
- RFCO #002 cost proposal.
- Rental Rate Blue Book equipment documentation.
- Subcontractor quotations.

- Labor burden calculations.
- FDOT Historical Average Unit Cost Report (Market Area 01).
- Associated drainage restoration and erosion control requirements.

The purpose of the review was to verify that the proposed cost is reasonable, justified, and consistent with the changed conditions encountered in the field.

Evaluation of Proposed Work

The work proposed under RFCO #002 is outside the original anticipated scope of construction and was necessary to address an existing drainage condition discovered during construction activities. The proposed remediation provides a permanent erosion-control solution intended to prevent continued degradation of the canal bank and protect the completed drainage improvements.

The Fabriform stabilization system proposed by JDC is consistent with accepted drainage channel stabilization practices and provides a reinforced lining system capable of resisting concentrated stormwater flows and future erosion at the washout location.

Historical Cost Comparison

Hill compared applicable elements of the RFCO against FDOT Historical Average Unit Costs for Market Area 01 covering the period of July 1, 2025 through June 30, 2026.

Item	Contractor Pricing	Historical Average	Evaluation
18" Pipe Culvert	$32.00/LF	$102.79/LF Installed	Favorable
Fence Replacement	$55.64/LF	$42.25/LF	Above Average
Fabriform Equivalent	$242.73/SY	$197.24/SY (ACB)	Reasonable for Specialty Work
Regular Excavation Reference	Included	$11.39/CY	Within Expected Range

The review determined that the overall pricing falls within a reasonable range when considering:

- Limited quantities.
- Specialty erosion-control installation.
- Mobilization requirements.
- Active dewatering operations.
- Existing site constraints.
- Work performed outside the original planned sequence.

Dewatering Analysis

A significant portion of the proposal consists of dewatering activities associated with maintaining the work area while runoff continued to enter the project limits from the adjacent property. JDC included:

- 480 hours of diesel pump operation.
- Fuel truck support.
- Fuel truck operator support.
- Continuous supervision and monitoring activities.

The NOI documents that the drainage condition existed beginning in late June 2026 and required ongoing management of stormwater entering the work area pending permanent restoration. Based upon the chronology documented by the contractor and the corresponding equipment backup provided, Hill finds the dewatering duration and associated support equipment to be reasonably attributable to the changed condition.

The Blue Book equipment rates submitted for the pump and support equipment were reviewed and found to be properly supported by the contractor's backup documentation.

CEI / CPAM Assessment

Consistent with FDOT CPAM principles, Hill evaluated:

- Reasonableness of pricing.
- Supporting documentation.
- Relationship of costs to the changed condition.
- Historical cost trends.
- Contractor-provided equipment and subcontractor support information.

The contractor has provided sufficient documentation demonstrating:

- A valid changed condition.
- Direct relationship between the proposed work and mitigation of the washout area.
- Reasonable subcontractor pricing.
- Supported equipment rates.
- Historical cost alignment with similar FDOT works items.

CEI Recommendation

Based upon the engineering evaluation, review of supporting documentation, Blue Book equipment rates, contractor backup, and FDOT Historical Average Unit Cost comparisons, Hill International finds the proposed remediation work necessary and the overall RFCO amount generally reasonable and supportable.

Recommended City Action

Hill recommends approval of RFCO #002 as a negotiated **lump sum change order** in the amount of **$116,243.71**, subject to City concurrence.

Prepared By:
Dan Oset
Project Administrator
Hill International, Inc.
CEI Consultant for the City of Kissimmee
Woodside Drainage Improvements Phase 2

Daniel G Oset

Digitally signed by Daniel G Oset
DN: CN=Daniel G Oset, dnQualifier=A01410C0000019D7762C107002746CD, O=Unaffiliated, C=US
Date: 2026.08.24 13:12:49-04'00'

August 11th, 2026

ATTN: Dan Oset
Project Administrator
Hill International
920 N Hoagland Blvd, Kissimmee, FL 34741

Project Description: WOODSIDE DRAINAGE IMPROVEMENTS PHASE 2 FROM SHINGLE CREEK TO HERON DITCH
Contract #: SW2613 / 59-6000389

RE: RFCO #002 – Storage Facility Washout Repair

Mr. Oset,

Jr. Davis Construction (JDC) received a request for pricing proposal from Hill International for remediation of the Washout Area at the adjacent Storage facility to our project. The premium unit rate costs for this Fabriform installation and drainage extension totals **$116,243.71**

Please accept this correspondence as a written notification and preliminary request for cost impacts per NOI #002 submitted on 6/29/2026

Should you have any questions or need additional information please feel free to contact me.

Regards,

Nicholas Schmidt
Project Manager
Jr. Davis Construction, Inc.

Jr. Davis Construction Company, Inc.

REQUEST FOR CHANGE ORDER: 2

DESCRIPTION OF WORK / DELAY:

During construction activities, it was discovered that the adjacent storage facility to the project has constructed a DIY concrete flume to divert water into the Hoagland Canal. This has caused drainage and washout issues on the project site, to which JDC was directed by Hill International to price remediation work to stabilize this area with fabriform concrete.

DATE:	**August 12, 2026**
OWNER CONTRACT #:	**20260143**
OWNER REV # / RFP #:	
OWNER PAY ITEM #	
JDC PROJECT #:	**WOODSIDE - 2272**
JDC PAY ITEM #	

LABOR

DESCRIPTION	HRS	RATE	AMOUNT
Superintendent Total	120	$ 60.00	$ 7,200.00
Instrument Man Total	44	$ 20.00	$ 880.00
Party Chief Total	68	$ 45.00	$ 3,060.00
Rodman Total	44	$ 20.00	$ 880.00
Laborer Unskilled Total	24	$ 20.00	$ 480.00
Laborer Pipe Total	17	$ 20.00	$ 330.00
Dozer Op Pipe	18	$ 27.00	$ 472.50
End Dump Op Total	12	$ 20.00	$ 240.00
Excavator -OP - Dirt Op Total	17	$ 27.00	$ 445.50
Excavator OP - Pipe Total	13	$ 30.00	$ 375.00
Foreman Dirt Total	4	$ 50.00	$ 200.00
Foreman Pipe Total	7	$ 55.00	$ 357.50
Grader Operator Total	4	$ 25.00	$ 100.00
Loader Operator Finish Total	39	$ 28.00	$ 1,078.00
Lube Truck Driver Total	20	$ 25.00	$ 500.00
Pipe Layer Total	9	$ 28.00	$ 238.00
Roller Operator Total	7	$ 20.00	$ 140.00
Skid Loader OP (FM) Total	11	$ 40.00	$ 440.00
Vacumn Truck Driver Total	2	$ 35.00	$ 70.00
		$ -	$ -
DIRECT LABOR			$ 17,486.50
LABOR BURDEN		33.36%	$ 5,833.09
SUB-TOTAL			$ 23,319.59
ALLOWABLE MARKUP		17.50%	$ 4,080.93
TOTAL LABOR COST			$ 27,400.52

NOTES

MATERIAL

DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
18" RCP Cl III	16	LF	$ 32.00	$ 512.00
Filter Fabric	20	SF	$ 0.35	$ 7.00
3000 PSI Concrete	1	CY	$ 155.00	$ 85.25
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
MATERIAL SUB-TOTAL				$ 604.25
SALES TAX (COUNTY)	OSCEOLA		7.50%	$ 45.32
SUB-TOTAL				$ 649.57
ALLOWABLE MARKUP			17.50%	$ 113.67
TOTAL MATERIAL COST				$ 763.24

SUBCONTRACTOR

DESCRIPTION	QTY	UM	PRICE	AMOUNT
S&L Trucking - Fill Haul Off	330	CY	11.00	$ 3,630.00
S&L Trucking - Demo Haul Off	3	LD	450.00	$ 1,350.00
S&L 30 CY Construction Dumpster	1	LD	425.00	$ 425.00
All-Rite Fencing - R&R Fence	110	LF	55.64	$ 6,120.00
FHEC LLC - Fabriform	927	SF	26.97	$ 25,001.19
				$ -
				$ -
				$ -
				$ -
SUBCONTRACTOR SUB-TOTAL				$ 36,526.19
ALLOWABLE MARKUP			10.00%	$ 3,652.62
TOTAL SUBCONTRACTOR COST				$ 40,178.81

EQUIPMENT

DESCRIPTION	HRS	RATE	AMOUNT
TRUCK, PICKUP, 0.50 TON, 4X4, CREV	120	$ 17.75	$ 2,130.00
TRUCK, PICKUP, 0.50 TON, 4X4, CREV	44	$ 36.02	$ 1,584.88
TRUCK, PICKUP, 1.00 TON, 4X4, CREV	24	$ 32.62	$ 766.57
END DUMP, CAT, 740B	12	$ 217.52	$ 2,610.24
DOZER, CAT, D6N XL	18	$ 129.45	$ 2,265.38
EXCAVATOR, CAT, 330D L	21	$ 170.62	$ 3,497.71
EXCAVATOR, CAT, 308E CR	8	$ 56.90	$ 455.20
GRADER, CAT, 12M	4	$ 85.91	$ 343.64
LOADER, CAT, 938K	39	$ 76.80	$ 2,956.80
MACK RD690 FUEL TRUCK	20	$ 56.97	$ 1,139.40
PUMP, HYDRAULIC, 6 IN, DIESEL	480	$ 41.28	$ 19,814.40
SKID STEER, CAT, 289D	11	$ 86.02	$ 946.22
TRUCK, VACUUM TRUCK, VACUUM	2	$ 34.60	$ 69.20
ROLLER, CAT, CS-54B	7	$ 56.59	$ 396.13
CUT-OFF SAW, 16-6.0	2	$ 3.56	$ 7.12
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
EQUIPMENT SUB-TOTAL			$ 38,982.89
ALLOWABLE MARKUP		17.50%	$ 6,822.00
TOTAL EQUIPMENT COST			$ 45,804.89

TOTAL

LABOR		$ 23,319.59
MATERIALS		$ 649.57
SUBCONTRACTOR		$ 36,526.19
EQUIPMENT		$ 38,982.89
CALCULATED MARKUP (TOTAL)		$ 14,669.23
Bond		$ 2,096.25
TOTAL DUE		**$ 116,243.71**

FHEC LLC

FLORIDA HYDROSEEDING & EROSION CONTROL

Proposal

Date: 8/11/2026
Attn: Nick Schmidt
Project: JR. Davis 2272 woodside filter point

Quantity	UOM	Description	Unit Price	Total	Pay Item
927	sf	**Filter Point 4" thick with geotextile**	**$26.97**	**$25,001.19**	
		Additional MOB **Includes:** Labor, Equipment, Materials **Excludes:** Civil Activities, Survey, Layout	$1,500.00	TBD	

Special Ordered Materials:
FHEC will order all materials that are requested by the general contractor/customer via a contract/notice to proceed for the specific project. In the event that the materials ordered and delivered to the project by FHEC are not all utilized per the clients direction, the following procedures will be completed. The unused materials will become the property of the general contractor/customer. FHEC will invoice (retainage is not allowed) for the cost of materials, delivery, and tax plus a 15% markup covering handling and administrative costs. The invoice terms are net 30 days.

Silt Fencing Installation:
FHEC utilizes Vermeer Track Trenchers. The trenchers weight is 7,000 - 11,000 lbs. FHEC requires that the silt fence line be accessible and soil conditions be adequate to support the trenchers and related equipment to complete the silt fence installation activities. FHEC requires that the silt fence line be surveyed, cleared and grubbed prior to the installation activities. If FHEC encounters unsuitable subsurface conditions (structures, rock cap rock, limestone) not identified during the proposal activities additional equipment and costs will apply. Hand excavation is not included.

Hydroseeding/Seed & Mulch:
FHEC requires a water source supplied by the general contractor/customer on site.
1. Fire Hydrant with 2" meter
2. Pond or canal (easily accessible)
3. Water tank (4, gallon)

This FHEC quote for hydroseeding is limited to applying the specified quantity and type of seed, fertilizer, mulch and tackifier to the ground prepared by others. FHEC does NOT offer any form of warranty for the performance or growth of the seed unless FHEC is contracted in writing to provide watering, stomwater protection, post fertilization, mowing and other maintenance required to produce turf grass. The following services are offered (not included in the proposal) as typical maintenance: Watering, litter removal, mowing, post fertilization, stormwater protection and overseeding. Hydroseeding excludes soil preparation, topsoil, watering and maintenance. Hydroseeding includes using a mounted hydroseeder to prevent tire ruts in the prepared subgrade.

Gabion Basket Installation:
Does not include the following: excavation, shoring, dewatering, backfilling, or survey/layout.

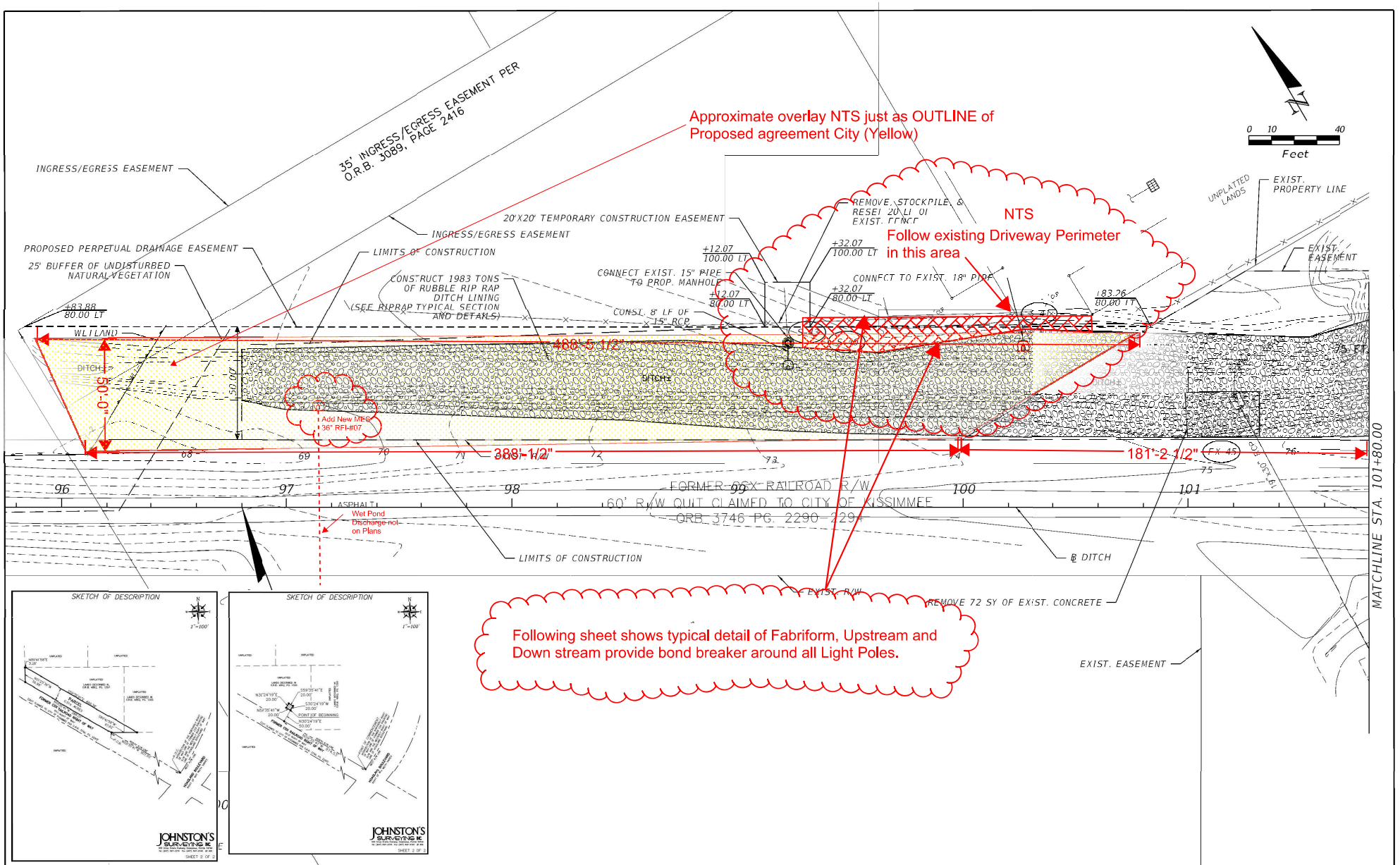
Filter Point Pump Mat:
The general contractor/customer will supply a concrete wash out area for the concrete trucks and concrete pumps with associated hoses adjacent to the filter point/pump mat work area. The disposal of the collected concrete materials by others. Slope excavation, grading, compaction, dewatering by others. Bedding stone adjacent to soil anchor system supplied and placed by others.

Payment Terms:
Proposals of $20,000.00 or less, no retainage will be withheld by the general contractor/customer. **New Customers: Payment terms are DUE upon completion. Existing Customers Payment terms are net 30 days, 2% discount when paid Net 15**. Credit cards accepted with a 3% processing fee. The payment to FHEC is not contingent of our general contractor/customer being paid by their customer.

Notes:
* Executed proposal must be attached as an Exibit/Addendum to the contract.
* If Payment & Performance bond required, add 3% to our total proposal and it must be paid in advance.
* Any quantities used above bid quantities will be an additional cost.

Client agrees to the listed scope and payment terms listed above:

Name: _____ Signature: _____ Date:_____



REVISIONS		
DATE	BY	DESCRIPTION

City of Kissimmee
Public Works & Engineering Department
101 North Church Street, Suite 301
Kissimmee, Florida 34741
407-847-2821
www.kissimmee.org

RS&H

JEFFREY S. GLENN, P.E.
P.E. LICENSE NUMBER 47210
RS&H, INC.
301 E. PINE ST, SUITE 350
ORLANDO, FLORIDA 32801
CERTIFICATE OF AUTHORIZATION 5620

PLAN (1)

SHEET NO. 12

RansomM 10/23/2025 8:15:46 PM Default X:\P\1070090000_Woodside\roadway\PLPRR019.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

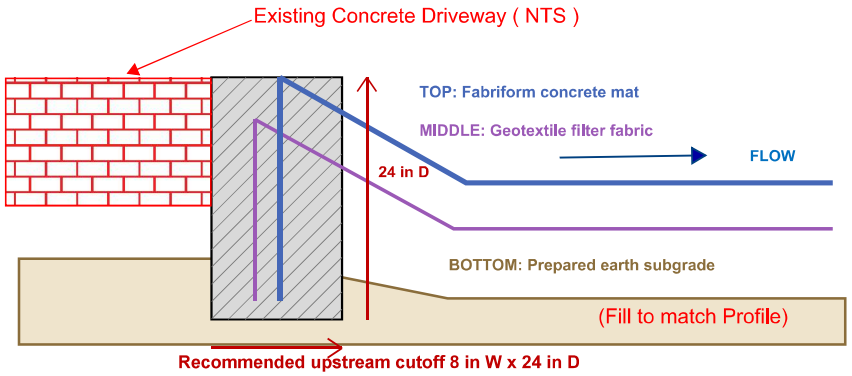
Typical Fabriform Revetment Start and Termination Detail

11 x 17 Sheet - Conceptual CAD-style sketch - Not to scale

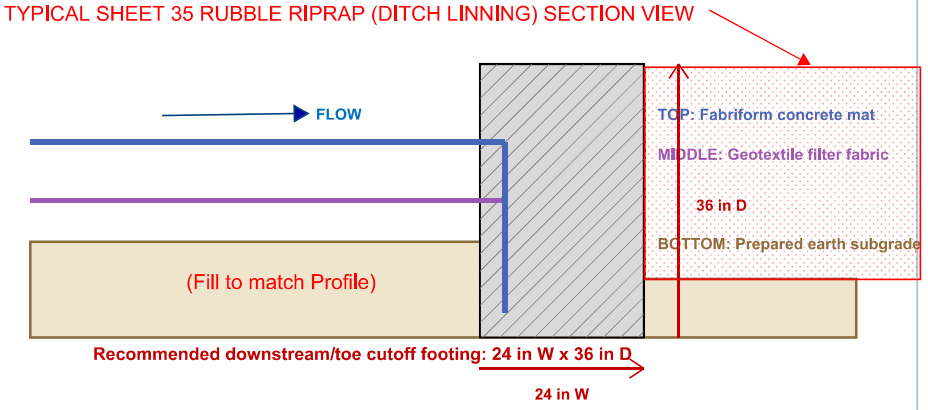
Final design to be confirmed by EOR / City of Kissimmee

Recommended Typical Dimensions for CO Pricing Upstream/start cutoff: 18 in W x 24 in D. Downstream/toe cutoff: 24 in W x 36 in D. Side anchor: 12 in W x 18 in D.

START AT HIGH SIDE CONNECTION



B. DOWNSTREAM / LOW-SIDE TERMINATION



* JDC shall follow the SS Plan in this area, this typical is from off RW to existing pavement grade and then match existing grade profile per plan sheet 12

Typical Layer Order in Sketch

1. Top - Fabriform concrete mat
2. Middle - Geotextile filter fabric
3. Bottom - Prepared earth subgrade
Flow direction

Recommended Typical Dimensions

Start/high-side cutoff: 18 in wide x 24 in deep. Downstream/toe cutoff: 24 in wide x 36 in deep. Side anchor, if required at perimeter: 12 in wide x 18 in deep. Layer order is revised for clarity: Fabriform mat above geotextile, geotextile directly over prepared earth subgrade, all keyed into cutoff/keyway.

Small Narrative for Change Order Attachment

Due to anticipated high-velocity stormwater flow conditions, JDC shall provide reinforced concrete cutoff footing/keyways at the start/high-side connection and downstream termination of the Fabriform lining. Recommended typical dimensions are 18 in wide by 24 in deep at the upstream/start cutoff and 24 in wide by 36 in deep at the downstream/toe cutoff, with side perimeter anchors, where required, at 12 in wide by 18 in deep. The Fabriform mat shall be installed above the geotextile filter fabric, with the geotextile placed directly over the prepared earth subgrade and keyed into the cutoff/keyway. Final dimensions, reinforcing, and concrete requirements shall be approved by the Engineer/City.

ALL-RITE FENCE SERVICES, LLC.
"A FENCE FOR EVERY PURPOSE"

07-07-2026
Proposal No: 5355

Jr. Davis Construction Company, Inc.
210 Hangar Rd
Kissimmee, FL 34741

Attn: Mike Meridith
Mike.Meridith@jr-davis.com

Reference: Woodside Drainage

Dear Mike Meridith,

I am pleased to offer the following quote on fencing as referenced above.

To remove and replace 110 LF of 6' high black vinyl chain link fencing.

EXCLUDES: Permitting, Any Unspecified Code Requirements, All Invoicing Platform Services (e.g., Textura), Clearing, Grading, and Staking of Fence Line.

TOTAL = $6,120.00

Thank you,
Toby Sambueno
Commercial Sales
All-Rite Fence Services, LLC.

Price valid for 7 days

Serving Central Florida Since 1967
5115 Old Winter Garden Rd. Orlando, FL 32811
PH 407-295-7093 FX 407-292-8550
www.allritefence.com

June 26th, 2026

ATTN: Dan Oset
Project Administrator
Hill International
920 N Hoagland Blvd, Kissimmee, FL 34741

Project Description:	WOODSIDE DRAINAGE IMPROVEMENTS PHASE 2 FROM SHINGLE CREEK TO HERON DITCH
Contract #:	SW2613 / 59-6000389

RE: N.O.I. #2 – Auto Salvage Yard S41 Tie In Delay

Dear Mr. Oset,

As communicated with Hill International, the potential restoration required to make the necessary connection to the existing 18" drainage pipe bordering the limits of construction and adjacent to the Milan Auto Salvage Yard, at approximately STA 100+30, will delay the Critical Path of the project. JDC is currently in the process of clearing and grubbing the canal banks in preparation for ditch excavations and bedding stone/ditch lining installation and will need to skip over this work area from STA 100 to STA 101 until direction is given from the engineer of record and/or the City of Kissimmee.

On June 24th, JDC sent an RFI requesting clarification on how to make the tie into the existing 18" drainage pipe due to the poor existing conditions. Because of the close proximity to the adjacent property, JDC had concerns of needing to encroach outside of the specified construction limits.

On June 25th, during a rain event, JDC observed water sheet flowing from the adjacent property into the canal and area of work, rather than through the drainage system. JDC then met in the field with Hill International on June 26th, and it was determined by both parties that modifications were made to the adjacent site and instead of water flowing through the 18" drainage pipe, which appeared to be blocked with dirt and debris, a concrete flume was created from the parking lot to allow water to flow over the 18" drainage pipe and canal bank. Additionally, it was determined that the existing chain link fence in this location was inside the construction limits and will need to be removed and replaced, however it is not shown in the plans to do so.

While waiting for direction from the applicable parties and in efforts to continue construction, JDC will need to berm off this section from approximately STA 100 to STA 101, while also managing the water flowing into this area. This will be a direct impact to the project schedule until resolution is made.

Please accept this correspondence as our notification to the Engineer in writing, with the intention to make a claim for additional compensation and time extension per Section 5-12 and 8-7 of the FDOT specifications.

Should you have any questions or need additional information please feel free to contact me.

Sincerely,

Korey Fletcher
Project Manager
Jr. Davis Construction, Inc.

Rental Rate Blue Book®, O&O Rates Report for CUT-OFF SAW, 16-6.0 in 2026 JDC

January 9, 2026

Miscellaneous 16-6.0
Cut-Off Saws

Size Class:
All
Weight:
31 lbs

Configuration for 16-6.0

Blade Diameter	**16.0 in**	Power Mode	**Gasoline**
Horsepower	**8.0 hp**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $215.00	USD $60.00	USD $15.00	USD $2.00	USD $2.32	USD $3.54
Adjustments						
Region (Florida: 101.4%)	USD $3.01	USD $0.84	USD $0.21	USD $0.03		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $218.01**	**USD $60.84**	**USD $15.21**	**USD $2.03**	**USD $2.32**	**USD $3.56**

Non-Active Use Rates

	Hourly
Standby Rate	USD $0.62
Idling Rate	USD $2.49

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	13.07%	USD $28.11/mo
Overhaul (ownership)	73.26%	USD $157.51/mo
CFC (ownership)	6.36%	USD $13.67/mo
Indirect (ownership)	7.3%	USD $15.70/mo
Fuel (operating) @ USD 3.06	53.88%	USD $1.25/hr

Revised Date: 1st quarter 2026

www.equipmentwatch.com

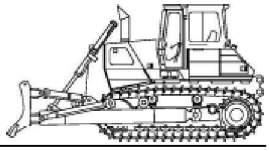
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Rental Rate Blue Book®, O&O Rates Report for DOZER, CAT, D6N XL in 2026 JDC

January 9, 2026

Caterpillar D6N XL (disc. 2019)
Standard Crawler Dozers

Size Class:
130 - 159 hp
Weight:
35020 lbs



Configuration for D6N XL (disc. 2019)

Dozer Type	**VPAT**	Horsepower	**145.0 hp**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $13,320.00	USD $3,730.00	USD $935.00	USD $140.00	USD $53.39	USD $129.07
Adjustments						
Region (Florida: 100.5%)	USD $66.60	USD $18.65	USD $4.68	USD $0.70		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $13,386.60**	**USD $3,748.65**	**USD $939.67**	**USD $140.70**	**USD $53.39**	**USD $129.45**

Non-Active Use Rates

	Hourly
Standby Rate	USD $38.03
Idling Rate	USD $89.76

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	28.19%	USD $3,755.53/mo
Overhaul (ownership)	50.35%	USD $6,706.70/mo
CFC (ownership)	11.36%	USD $1,513.58/mo
Indirect (ownership)	10.09%	USD $1,344.18/mo
Fuel (operating) @ USD 3.83	25.66%	USD $13.70/hr

Revised Date: 1st quarter 2026

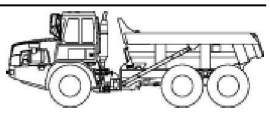
www.equipmentwatch.com

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Rental Rate Blue Book®, O&O Rates Report for END DUMP, CAT, 740B in 2026 JDC

January 9, 2026

Caterpillar 740B (disc. 2015)
Articulated Rear Dumps



Size Class:
34.5 mt & Over
Weight:
75824 lbs

Configuration for 740B (disc. 2015)

Axle Configuration	**6 X 6**	Horsepower	**474.0 hp**
Power Mode	**Diesel**	Rated Payload	**39.5 mt**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $21,550.00	USD $6,035.00	USD $1,510.00	USD $225.00	USD $93.97	USD $216.41
Adjustments						
Region (Florida: 100.9%)	USD $193.95	USD $54.31	USD $13.59	USD $2.03		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $21,743.95**	**USD $6,089.31**	**USD $1,523.59**	**USD $227.02**	**USD $93.97**	**USD $217.52**

Non-Active Use Rates

	Hourly
Standby Rate	USD $61.77
Idling Rate	USD $155.92

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	31.02%	USD $6,685.60/mo
Overhaul (ownership)	47.94%	USD $10,331.77/mo
CFC (ownership)	12.22%	USD $2,633.08/mo
Indirect (ownership)	8.81%	USD $1,899.55/mo
Fuel (operating) @ USD 3.83	34.45%	USD $32.37/hr

Revised Date: 1st quarter 2026

www.equipmentwatch.com

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Rental Rate Blue Book®, O&O Rates Report for EXCAVATOR, CAT, 308E CR in 2026 JDC

January 9, 2026

Caterpillar 308E CR (disc. 2019)
Crawler Mounted Hydraulic Excavators



Size Class:
6.5 - 8.4 mt
Weight:
18371 lbs

Configuration for 308E CR (disc. 2019)

Horsepower	**65.0 hp**	Operating Weight	**7.5 mt**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,470.00	USD $1,810.00	USD $455.00	USD $68.00	USD $19.88	USD $56.64
Adjustments						
Region (Florida: 100.7%)	USD $45.29	USD $12.67	USD $3.18	USD $0.48		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,515.29**	**USD $1,822.67**	**USD $458.18**	**USD $68.48**	**USD $19.88**	**USD $56.90**

Non-Active Use Rates

	Hourly
Standby Rate	USD $18.51
Idling Rate	USD $41.75

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	31.78%	USD $2,056.05/mo
Overhaul (ownership)	44.15%	USD $2,856.49/mo
CFC (ownership)	15.44%	USD $999.07/mo
Indirect (ownership)	8.63%	USD $558.38/mo
Fuel (operating) @ USD 3.83	23.79%	USD $4.73/hr

Revised Date: 1st quarter 2026

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Rental Rate Blue Book®, O&O Rates Report for EXCAVATOR, CAT, 330D L in 2026 JDC

January 9, 2026

Caterpillar 330D L (disc. 2009)
Crawler Mounted Hydraulic Excavators



Size Class:
33.5 - 40.4 mt
Weight:
79700 lbs

Configuration for 330D L (disc. 2009)

Horsepower	**266.0 hp**	Operating Weight	**36.2 mt**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $17,875.00	USD $5,005.00	USD $1,250.00	USD $190.00	USD $68.35	USD $169.91
Adjustments						
Region (Florida: 100.7%)	USD $125.13	USD $35.03	USD $8.75	USD $1.33		
Model Year (2009: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $18,000.13**	**USD $5,040.04**	**USD $1,258.75**	**USD $191.33**	**USD $68.35**	**USD $170.62**

Non-Active Use Rates

	Hourly
Standby Rate	USD $51.14
Idling Rate	USD $121.63

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	31.78%	USD $5,680.36/mo
Overhaul (ownership)	44.15%	USD $7,891.78/mo
CFC (ownership)	15.44%	USD $2,760.19/mo
Indirect (ownership)	8.63%	USD $1,542.67/mo
Fuel (operating) @ USD 3.83	28.32%	USD $19.36/hr

Revised Date: 1st quarter 2026

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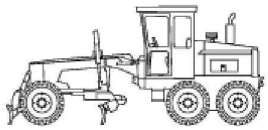
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Rental Rate Blue Book®, O&O Rates Report for GRADER, CAT, 12M in 2026 JDC

January 9, 2026

Caterpillar 12M (disc. 2012)
Articulated Frame Graders

Size Class:
170 - 199 hp
Weight:
33064 lbs



Configuration for 12M (disc. 2012)

Moldboard Size	**12.0 ft**	Horsepower	**158.0 hp**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $7,655.00	USD $2,145.00	USD $535.00	USD $80.00	USD $42.20	USD $85.69
Adjustments						
Region (Florida: 100.5%)	USD $38.28	USD $10.73	USD $2.67	USD $0.40		
Model Year (2012: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,693.27**	**USD $2,155.73**	**USD $537.67**	**USD $80.40**	**USD $42.20**	**USD $85.91**

Non-Active Use Rates

	Hourly
Standby Rate	USD $21.86
Idling Rate	USD $63.08

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31.43%	USD $2,405.92/mo
Overhaul (ownership)	41.27%	USD $3,158.89/mo
CFC (ownership)	14.64%	USD $1,120.80/mo
Indirect (ownership)	12.66%	USD $969.40/mo
Fuel (operating) @ USD 3.83	45.9%	USD $19.37/hr

Revised Date: 1st quarter 2026

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Rental Rate Blue Book®, O&O Rates Report for LOADER, CAT, 938K in 2026 JDC

January 9, 2026

Caterpillar 938K (disc. 2015)
4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 hp
Weight:
35104 lbs



Configuration for 938K (disc. 2015)

Horsepower	**173.0 hp**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $7,405.00	USD $2,075.00	USD $520.00	USD $78.00	USD $34.52	USD $76.59
Adjustments						
Region (Florida: 100.5%)	USD $37.03	USD $10.38	USD $2.60	USD $0.39		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,442.02**	**USD $2,085.38**	**USD $522.60**	**USD $78.39**	**USD $34.52**	**USD $76.80**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $21.14
Idling Rate	USD $51.77

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39.72%	USD $2,941.55/mo
Overhaul (ownership)	34.61%	USD $2,562.82/mo
CFC (ownership)	16.96%	USD $1,255.70/mo
Indirect (ownership)	8.71%	USD $644.94/mo
Fuel (operating) @ USD 3.83	27.49%	USD $9.49/hr

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Rental Rate Blue Book®, O&O Rates Report for MACK RD690 FUEL TRUCK in 2026 JDC

January 9, 2026

Mack RD690SX
On-Highway Truck Tractors

Size Class:
60,001 lbs & Over
Weight:
19850 lbs

Configuration for RD690SX

Horsepower	**300.0 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,625.00	USD $735.00	USD $185.00	USD $28.00	USD $41.94	USD $56.85
Adjustments						
Region (Florida: 100.8%)	USD $21.00	USD $5.88	USD $1.48	USD $0.22		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,646.00**	**USD $740.88**	**USD $186.48**	**USD $28.22**	**USD $41.94**	**USD $56.97**

Non-Active Use Rates

	Hourly
Standby Rate	USD $7.52
Idling Rate	USD $43.19

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42.27%	USD $1,109.52/mo
Overhaul (ownership)	37.42%	USD $982.31/mo
CFC (ownership)	9.36%	USD $245.74/mo
Indirect (ownership)	10.95%	USD $287.43/mo
Fuel (operating) @ USD 3.83	67.14%	USD $28.16/hr

Revised Date: 1st quarter 2026

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Rental Rate Blue Book®, O&O Rates Report for PUMP, HYDRAULIC, 6 IN, DIESEL in 2026 JDC

January 9, 2026

Miscellaneous 90M DIESEL ELECTRIC START
Heavy Duty Centrifugal Pumps

Size Class:
4 - 6 in
Weight:
1900 lbs



Configuration for 90M DIESEL ELECTRIC START

Power Mode	**Diesel**	Horsepower	**70.0 hp**
Pump Capacity	**90000.0 gal/hr**	Size	**6.0 in**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,840.00	USD $795.00	USD $200.00	USD $30.00	USD $24.98	USD $41.12
Adjustments						
Region (Florida: 101%)	USD $28.40	USD $7.95	USD $2.00	USD $0.30		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,868.40**	**USD $802.95**	**USD $202.00**	**USD $30.30**	**USD $24.98**	**USD $41.28**

Non-Active Use Rates

	Hourly
Standby Rate	USD $8.15
Idling Rate	USD $27.05

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	16.88%	USD $479.33/mo
Overhaul (ownership)	65.95%	USD $1,873.07/mo
CFC (ownership)	8.64%	USD $245.52/mo
Indirect (ownership)	8.52%	USD $242.08/mo
Fuel (operating) @ USD 3.83	43.03%	USD $10.75/hr

Revised Date: 1st quarter 2026

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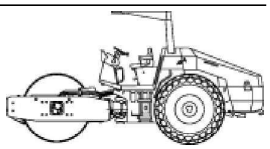
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Rental Rate Blue Book®, O&O Rates Report for ROLLER, CAT, CS-54B in 2026 JDC

January 9, 2026

Caterpillar CS54B
Single Drum Vibratory Compactors

Size Class:
7.5 - 11.4 mt
Weight:
N/A



Configuration for CS54B

Drum Type	**Smooth**	Drum Width	**84.0 in**
Horsepower	**124.0 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $5,195.00	USD $1,455.00	USD $365.00	USD $55.00	USD $30.01	USD $59.53
Adjustments						
Region (Florida: 100.2%)	USD $10.39	USD $2.91	USD $0.73	USD $0.11		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,205.39**	**USD $1,457.91**	**USD $365.73**	**USD $55.11**	**USD $30.01**	**USD $59.59**

Non-Active Use Rates

	Hourly
Standby Rate	USD $14.79
Idling Rate	USD $41.93

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	47.37%	USD $2,460.77/mo
Overhaul (ownership)	25.76%	USD $1,338.37/mo
CFC (ownership)	16.55%	USD $859.94/mo
Indirect (ownership)	10.32%	USD $535.93/mo
Fuel (operating) @ USD 3.83	41.15%	USD $12.35/hr

Revised Date: 1st quarter 2026

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Rental Rate Blue Book®, O&O Rates Report for SKID STEER, CAT, 289D in 2026 JDC

January 9, 2026

Caterpillar 289D (disc. 2019)
Compact Track Loaders

Size Class:
2501 - 2850 lbs
Weight:
N/A



Configuration for 289D (disc. 2019)

Horsepower	**73.0 hp**	Operator Protection	**ROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,970.00	USD $2,510.00	USD $630.00	USD $95.00	USD $34.65	USD $85.62
Adjustments						
Region (Florida: 100.8%)	USD $71.76	USD $20.08	USD $5.04	USD $0.76		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $9,041.76**	**USD $2,530.08**	**USD $635.04**	**USD $95.76**	**USD $34.65**	**USD $86.02**

Non-Active Use Rates

	Hourly
Standby Rate	USD $25.69
Idling Rate	USD $61.72

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	20.57%	USD $1,845.05/mo
Overhaul (ownership)	57.25%	USD $5,135.29/mo
CFC (ownership)	9.87%	USD $885.68/mo
Indirect (ownership)	12.31%	USD $1,103.99/mo
Fuel (operating) @ USD 3.83	29.87%	USD $10.35/hr

Revised Date: 1st quarter 2026

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Rental Rate Blue Book®, O&O Rates Report for TRUCK, PICKUP, 0.50 TON, 4X4, CREW CAB, GAS - SUPERINTENDENT in 2026 JDC

January 9, 2026

Miscellaneous 4X4 1/2 191 CONV GAS
On-Highway Light Duty Trucks

Size Class:
100 - 199 hp
Weight:
N/A

Configuration for 4X4 1/2 191 CONV GAS

Axle Configuration	**4X4**	Cab Type	**Conventional**
Horsepower	**191.0 hp**	Power Mode	**Gasoline**
Ton Rating	**1/2**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,680.00	USD $470.00	USD $120.00	USD $18.00	USD $8.15	USD $17.70
Adjustments						
Region (Florida: 100.6%)	USD $10.08	USD $2.82	USD $0.72	USD $0.11		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,690.08**	**USD $472.82**	**USD $120.72**	**USD $18.11**	**USD $8.15**	**USD $17.75**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $4.80
Idling Rate	USD $12.06

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.98%	USD $470.02/mo
Overhaul (ownership)	36.15%	USD $607.35/mo
CFC (ownership)	16.74%	USD $281.25/mo
Indirect (ownership)	19.13%	USD $321.38/mo
Fuel (operating) @ USD 3.06	30.18%	USD $2.46/hr

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Rental Rate Blue Book®, O&O Rates Report for TRUCK, PICKUP, 1.00 TON, 4X4, CREW CAB, DIESEL - OLDER PIPE & MOT in 2026 JDC

January 9, 2026

Miscellaneous 4X4 1 325 CREW DSL
On-Highway Light Duty Trucks

Size Class:
300 hp & Over
Weight:
8800 lbs

Configuration for 4X4 1 325 CREW DSL

Axle Configuration	**4X4**	Cab Type	**Crew**
Horsepower	**325.0 hp**	Power Mode	**Diesel**
Ton Rating	**1.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,775.00	USD $780.00	USD $195.00	USD $29.00	USD $16.76	USD $32.53
Adjustments						
Region (Florida: 100.6%)	USD $16.65	USD $4.68	USD $1.17	USD $0.17		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,791.65**	**USD $784.68**	**USD $196.17**	**USD $29.17**	**USD $16.76**	**USD $32.62**

Non-Active Use Rates

	Hourly
Standby Rate	USD $7.93
Idling Rate	USD $23.21

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.98%	USD $776.37/mo
Overhaul (ownership)	36.15%	USD $1,003.21/mo
CFC (ownership)	16.74%	USD $464.57/mo
Indirect (ownership)	19.13%	USD $530.85/mo
Fuel (operating) @ USD 3.83	43.85%	USD $7.35/hr

Revised Date: 1st quarter 2026

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Rental Rate Blue Book®, O&O Rates Report for TRUCK, PICKUP, 1.50 TON, 4X4, CREW CAB, DIESEL - NEW PIPE in 2026 JDC

January 9, 2026

Miscellaneous 4X4 1 1/2 360 CREW DIESEL
On-Highway Light Duty Trucks

Size Class:
300 hp & Over
Weight:
N/A

Configuration for 4X4 1 1/2 360 CREW DIESEL

Axle Configuration	**4X4**	Cab Type	**Crew**
Horsepower	**360.0 hp**	Power Mode	**Diesel**
Ton Rating	**1 1/2**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,100.00	USD $870.00	USD $220.00	USD $33.00	USD $18.30	USD $35.91
Adjustments						
Region (Florida: 100.6%)	USD $18.60	USD $5.22	USD $1.32	USD $0.20		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,118.60**	**USD $875.22**	**USD $221.32**	**USD $33.20**	**USD $18.30**	**USD $36.02**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $8.86
Idling Rate	USD $25.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.98%	USD $867.30/mo
Overhaul (ownership)	36.15%	USD $1,120.70/mo
CFC (ownership)	16.74%	USD $518.98/mo
Indirect (ownership)	19.13%	USD $593.02/mo
Fuel (operating) @ USD 3.83	44.48%	USD $8.14/hr

Revised Date: 1st quarter 2026

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Rental Rate Blue Book®, O&O Rates Report for TRUCK, VACUUM TRUCK, VACUUM in 2026 JDC

January 9, 2026

Miscellaneous 10-E
Sewer/Catch Basin Cleaners For Truck Mounting

Size Class:
All
Weight:
N/A

Configuration for 10-E

Hopper Capacity	**10.0 cu yd**	Horsepower	**50.0 hp**
Power Mode	**Diesel**	Water System Capacity	**350.0 gal**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,635.00	USD $740.00	USD $185.00	USD $28.00	USD $19.49	USD $34.46
Adjustments						
Region (Florida: 100.9%)	USD $23.72	USD $6.66	USD $1.66	USD $0.25		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,658.72**	**USD $746.66**	**USD $186.66**	**USD $28.25**	**USD $19.49**	**USD $34.60**

Non-Active Use Rates

	Hourly
Standby Rate	USD $7.55
Idling Rate	USD $22.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41.8%	USD $1,101.48/mo
Overhaul (ownership)	34.91%	USD $919.92/mo
CFC (ownership)	10.91%	USD $287.37/mo
Indirect (ownership)	12.38%	USD $326.23/mo
Fuel (operating) @ USD 3.83	36.38%	USD $7.09/hr

Revised Date: 1st quarter 2026

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ITEM 7.N
Purchase of Thermoplastic Burner System

Request

Requesting approval to purchase a TranTex TT1500DH Dual Pre-Melter Thermoplastic Burner System from TransCor Supply Company, Inc., in the amount of $82,400.00, for thermoplastic pavement marking operations on City-maintained roadways.

Explanation

Public Works has budgeted to replace its 2018 thermoplastic pre-melter burner system, which is used to install thermoplastic pavement markings on City-maintained roadways.

TransCor Supply Company, Inc. is the sole-source dealer in Florida for the TranTex TT1500DH Dual Pre-Melter Thermoplastic Burner System. The Fleet Maintenance Division reviewed the proposed equipment to confirm compatibility with the City's existing truck and compliance with City standards. Procurement has also been notified of the sole-source purchase and the associated pricing.

Replacing the existing system will allow Public Works to continue performing thermoplastic pavement-marking operations and to maintain roadway markings throughout the City.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445406-506494	ST2308	Decrease	$82,400.00	$82,400.00

Financial Summary:

Sufficient funding for the purchase of the thermoplastic burner system is available within the Sales Tax Fund under Project ST2308.

Recommendation

Approval to purchase a TranTex TT1500DH Dual Pre-Melter Thermoplastic Burner System from TransCor Supply Company, Inc. in the amount of $82,400.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
City of Kissimmee

1. Quote

TRANTEX
TRANSPORTATION PRODUCTS OF TEXAS, INC.
Celebrating Our Thirty Fifth Year 1984-2019

August 5, 2026

To whom it may concern:

Trantex, Inc., a manufacturer of pavement marking equipment since 1984, exclusively works with and relies on local distributors to sell and service our equipment. We feel this provides the best service for users of our equipment.

Transcor Supply, Inc. has been the exclusive Florida distributor of Trantex equipment (including but not limited to the Model TT1500DH Dual Pre-Melter) since 1986 and is the sole source for Trantex thermoplastic equipment in Florida.

The TT Series is designed to provide flexible configuration options that cater to various transportation needs. This series affords ultimate customization to meet the unique needs of the end user. One such standout feature is the ability to adjust mounting arrangements for components such as power packs and premelters. These options significantly improve efficiency and efficacy in the field.

Throughout its locations in Florida, Transcor Supply, Inc. employs on-site technicians certified to repair, inspect, and maintain Trantex equipment.

Thank you for your interest in Trantex equipment. Please feel free to contact me directly if you have any questions or concerns.

Sincerely,

Christina Johnson

Christina Johnson
Vice President
christina@trantexinc.com

3310 FRICK ROAD, BUILDING D • HOUSTON, TEXAS 77086 • PHONE (281) 448-7711 • FAX (281) 591-6827
E-MAIL: trantex@trantexinc.com • INTERNET: http://www.trantexinc.com

Quote

Transcor Supply
325 Commercial Street
Casselberry, Florida 32707
United States
P: (321) 304-2447

Quote Number: QTE0019780
Quote Date: 04/07/26

Customer Service Rep: kdzina
Sales Rep: MMCCAULEY

BILL TO:
KISSIMMEE, CITY OF
ACCOUNTING DEPARTMENT
101 NORTH CHURCH STREET
KISSIMMEE FL 34741

SHIP TO:
KISSIMMEE, CITY OF
ACCOUNTING DEPARTMENT
101 NORTH CHURCH STREET
KISSIMMEE FL 34741

Notes:

Customer P.O.	Ship VIA	Terms	Shipping Terms
	DROPSHIP	NET30	DS Destination

Item Number	Ordered	Unit	Price	Extended Price
50405-251	1	EA	$79,550.00	$79,550.00
50P [E] TT1500DH (DUAL UNIT) DUAL 1500 LB UNIT SKID MOUNT UNITS DIESEL FIRED PREMELTERS				
90900-ITEM QUOTE	1	EA	$1,000.00	$1,000.00
OPERATION DECK W/ SIDE RAILING & ONE CENTERED ACCESS POINT W/CHAINS				

WILSON SOLANO
Mobile: 321-624-6099
Email: wilson.solano@kissimmee.gov

LEAD TIME AND FREIGHT CONFIRMED AT TIME OF ORDER - KD

ESTIMATING FREIGHT ARO $1850 - KD
ESTIMATING LEAD TIME ARO 90-120

QUOTE IS FOR DIESEL-FIRED DUAL SKID UNIT- AIR JACKETED - PRICE INCLUDE POWER PACK

Quotations are valid for 30 days from the date of quotation.

Net Order:	$80,550.00
Discount %	0%
Less Discount:	$0.00
Freight:	$1,850.00
Sales Tax:	$0.00
Order Total:	$82,400.00

Signature: _____

Printed Name: _____

1.5% FINANCE CHARGE FOR INVOICES OVER 60 DAYS.
Terms & Conditions Apply as stated at https://translineinc.com/terms-and-conditions-of-sale/
TRANSCOR SUPPLY, INC. | PHONE (321) 304-2447 | SALES@TRANSCORSUPPLY.COM

ITEM 7.O
First Extension of the Stormwater Monitoring Data Host Agreement

Request

Requesting approval of the first one-year extension of the Stormwater Monitoring Data Host Agreement with Woolpert, Inc. (Contract #20240115), which extends the agreement through September 26, 2027, and authorize the City Manager to execute this agreement and any necessary related documents.

Explanation

On September 26, 2023, the City Commission awarded the Stormwater Monitoring Data Host Agreement to Woolpert, Inc. The agreement provides for the management and hosting of continuous data collected from seventeen (17) stormwater monitoring stations across six (6) watershed basins.

The stations collect and transmit data every 15 minutes to support the City's Nutrient Reduction Plan (NRP) and Basin Management Action Plan (BMAP) requirements. The initial three-year term expires on September 26, 2026.

This request will exercise the first optional one-year extension of the agreement, extending the contract term through September 26, 2027. All other terms and conditions of the agreement will remain unchanged.

Recommendation

Approval of the first one-year extension of the Stormwater Monitoring Data Host Agreement with Woolpert, Inc., extending the agreement through September 26, 2027.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) FIRST EXTENSION - Between City and Woolpert

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND WOOLPERT, INC.

THIS FIRST EXTENSION of the Agreement for Monitoring Data Hosting is made this 26th day of August 2026, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **WOOLPERT, INC.** whose business address is 200 S Orange Ave, Suite 2850, Orlando, Fl. 32801, hereinafter "CONTRACTOR." CITY and CONTRACTOR are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised RFQ2023-004 for contract services related to monitoring data hosting website services for the seventeen (17) monitoring stations located throughout the City; and

WHEREAS, on September 26, 2023, the City of Kissimmee and Woolpert, Inc., entered into an Agreement for Professional Services for the monitoring stations (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on September 25, 2026; and

WHEREAS, CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional one (1) year period pursuant to the terms of same.

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Extension, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated September 26, 2023, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under **Section 2. TERM** of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this First Extension of the Agreement between **CITY** and **WOOLPERT, INC.**, shall be effective upon full execution and shall extend the term of the Agreement through **September 25, 2027**.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

[signature page to follow]

WOOLPERT, INC.

By: _____

Title: Vice President

Date: 8/26/2026

STATE OF Florida)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 26th day of August, 2026, by means of ☐ physical presence or ☑ online notarization by J.P. Johns as Vice President for Woolpert, Inc., licensed for business in Florida, who is personally known to me or has produced identification.

Notary Seal:



Notary: _____

Print Name: Shelley Richardson

My Commission Expires: 03/24/2031

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Kalanit Oded, City Attorney

EXHIBIT "A"
ORIGINAL AGREEMENT

AGREEMENT between CITY OF KISSIMMEE and WOOLPERT, INC.

THIS AGREEMENT is made this 26th day of September, 2023 by and between the **CITY OF KISSIMMEE,** a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and **WOOLPERT, INC.** whose business address is 3165 McCroy Place, Suite 115, Orlando, Fl. 32803, hereinafter referred to as "CONTRACTOR" and each represents as follows:

WITNESSETH

WHEREAS, City has seventeen (17) stormwater monitoring stations located throughout the watershed basin of the City to analyze the water for compliance with the Nutrient Reduction Plan (NRP) and the Basin Management Action Plan (BMAP) requirements; and

WHEREAS, City advertised a Request for Qualification Number **RFQ2023-004** for monitoring data hosting website services for the monitoring station; and

WHEREAS, City desires to award Bid Number **RFQ2023-004** to Contractor, as a responsive bidder consistent with the terms, conditions and requirements of the bid specifications; and

WHEREAS, Contractor agrees to provide services as further enumerated herein in the furtherance of the City's stormwater monitoring program.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which are hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.

2. **TERM.** The initial contract period will be for three (3) years with two (2) optional one (1) year extensions.

3. **SERVICES.** Contractor agrees to provide annual data hosting services to the City as specified in the attached Scope of Services and Fee Estimate and any future addenda. The contractor will begin work promptly after receipt of a purchase order or work order; such receipt shall constitute a written notice to proceed.

4. **LICENSES and ACCREDITATION**. Contractor shall secure and maintain all licenses and accreditation necessary for initiation and completion of the services contained herein, and shall be responsible for the payment of license and accreditation fees.

5. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of Contractor's invoice and verification that services have been

rendered in conformity with this Agreement, the City, through payment issued by the Public Works & Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

6. **INSURANCE.** Contractor during the term of the Agreement, shall, at its sole cost and expense, maintain insurance coverage as follows:

A. **Workers Compensation**: Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

B. **Comprehensive General Liability**: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000.00.

C. **Comprehensive Automobile Liability**: Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00.

D. **Umbrella Insurance**: Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

7. **DAMAGE TO PREMISES.** Contractor is responsible for all damage to City property and private property resulting from Contractor's actions on or near the work sites. Contractor will be responsible for restoring, replacing, or repairing any damage, which occurs during the performance of work pursuant to this Agreement.

8. **TERMINATION FOR CAUSE.**

A. City may terminate this Agreement based on any of the following:

1. If Contractor's quality of the services performed is not in conformance with Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per the EPA-approved methods which meet FL DEP protocol in effect as of the date of this Agreement, or;

2. If Contractor or subcontractor(s) Florida Department of Public Health Environmental Laboratory Accreditation is revoked or expires, Contractor must notify City of same within two (2) business days. City may, at the City's sole discretion, provide Contractor thirty (30) days to acquire its re-certification, or;

3. In the event of any breach by Contractor of the conditions set forth in this Agreement, including any non-performance of duties, the City's Designated

Representative may send a certified letter to the Contractor requesting that the Contractor show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the City within fifteen (15) days of the receipt by Contractor of said show cause notice, City may consider the Contractor to be in default, and may immediately terminate this Agreement.

4. In the event of termination for cause, City may adjust any payment to take into account any additional costs to be incurred by the City due to such default.

B. Contractor may terminate this Agreement for cause if City fails to pay the Contractor as provided herein. Contractor shall notify City of its intention to terminate with thirty (30) days notice provided by certified letter to the City Representative. If adequate assurances are not given to Contractor within fifteen (15) days of the receipt by the City of said show cause notice, then Contractor may consider the City to be in default, and may immediately terminate this Agreement.

9. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this Agreement in whole or in part, including termination specific to location, by giving Contractor written notice at least thirty (30) days prior to the effective date of termination. Upon receipt of termination from City, Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the Parties under this Agreement shall continue during such notice period, and the City shall continue to be responsible to the Contractor for payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, Contractor shall invoice the City for all amounts not previously billed and due to the Contractor at that time. Contractor shall not be entitled to any additional fees or expenses for any work commenced, or expenses incurred after the notice of termination was received by the Contractor, unless specifically approved or requested by the City. No amount shall be allowed for anticipated profit on unperformed services or other work. Contractor shall, however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of City, prior to the effective date of termination.

10. **INDEMNIFICATION.** To the extent permitted by law, Contractor hereby releases and waives all claims against City, its officers, employees, agents, independent contractors for any injury or damaged to the person, property, or business of Contractor agents, employees, subcontractors, or other persons, for which injury or damaged results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by City or any other person. Nothing in the agreement shall be construed as a waiver of City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees

for the enforcement, or appeals thereof arise from Contractor's negligent performance of the Agreement or any material breach or default of Contractor.

11. **NON - DISCRIMINATION.** Contractor agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.

12. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this Agreement or any portion hereof. Any unauthorized assignment shall be void, and shall terminate the Agreement at the City's option. Contractor's interest in this Agreement is not assignable by operation of law.

13. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

14. **DISPUTES**. Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing

by the aggrieved Party to the other Party within forty-five (45) days of its occurrence. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved Party may then seek to resolve the matter through remedies at law.

15. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

16. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** It is mutually agreed by the Parties that each do hereby waive the right to a jury trial in any action, proceeding, claim or counterclaim which may be brought by either of the Parties hereto against the other on any matter concerning or arising out of this Agreement. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.

17. **WAIVER.** No failure of City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

18. **NOTICES.** City designates the Stormwater Manager of the Public Works & Engineering Department as the City Representative for all matters pertaining to and arising from the work and performance of this Agreement. Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to City:
Ms. Nagel Altrui
Street & Stormwater Manager
Department of Public Works & Engineering
City of Kissimmee
2213 Mabbette Street
Kissimmee, Florida 34741

Notice to Contractor:
James Riddle
Project Director
514 Pettigru Street
Greenville, SC 29601

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.

21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

22. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

23. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

24. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

By: J.P. Johns

Date: September 14, 2023

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 14th day of September, 2023, by J.P. Johns, as Vice President of Woolpert, Inc. licensed for business in Florida, who is personally known to me or has produced identification.

Notary Seal:

NOTARY PUBLIC STATE OF FLORIDA
CHERYL GESSLING
Commission # HH 080815
Expires March 27, 2025
Bonded Thru Budget Notary Services

Notary:
Print Name: Cheryl Gessling
My Commission Expires: March 27, 2025

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor- Commissioner

Date: September 27 2023

ATTEST:

Linda S. Hansell
Linda ~~Hansel~~ Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

ITEM 7.P
Budget Transfer for Heavy Truck Mobile Lifts

Request

Approval of a budget transfer in the amount of $45,000 from the Medium Duty Stationary Lift Project (CS2611) to the Heavy Truck Mobile Lift Project (CS2609) to fund the purchase of eight (8) Heavy Truck Mobile Lifts in the amount of $130,897.

Explanation

The Fleet Division is requesting a budget transfer to support the purchase of eight (8) Heavy Truck Mobile Lifts. Funding will be transferred from the previously approved Medium Duty Stationary Lift Project, which is no longer required.

The existing four-post vehicle lifts have become increasingly problematic due to the condition of the shop floor. The surrounding concrete has developed cracks, and the anchor bolts have repeatedly loosened as vehicles enter and exit the lifts. These conditions have increased maintenance requirements and created potential safety concerns.

Replacing two existing four-post lifts with a wireless mobile Koni lift system will provide greater flexibility by accommodating multiple vehicle sizes and allowing technicians to configure the lifting columns based on the vehicle and repair being performed. Removal of the fixed lifts will also increase available shop space, improve vehicle staging and access to repair bays, and reduce congestion within the maintenance area.

The Medium Duty Stationary Lift Project will be removed from the capital plan in favor of the mobile lift system. Transferring the existing $45,000 allocation will redirect available Fleet capital funding to the Heavy Truck Mobile Lift Project without requiring additional Fleet capital funding.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56045706-506494 56045706-506494	CS2609 CS2611	Increase Decrease	$90,000.00 $45,000.00	$130,897.00 $45,000.00

Financial Summary:

A total of $45,000 will be transferred from the Medium Duty Stationary Lift Project (CS2611) to the Heavy Truck Mobile Lift Project (CS2609), increasing the available project funding to $135,000. The purchase of eight (8) Heavy Truck Mobile Lifts totals $130,897.

Recommendation

Approval of a budget transfer in the amount of $45,000 from the Medium Duty Stationary Lift Project (CS2611) to the Heavy Truck Mobile Lift Project (CS2609) to fund the purchase of eight (8) Heavy Truck Mobile Lifts in the amount of $130,897.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Stertil-Koni Contract
2. Quote City of Kissimmee

DocuSign Envelope ID: FACEC9DE-CA4F-4CD7-BDE4-A24183511B0F

Solicitation Number: RFP #121223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Vehicle Lifts with Garage and Fleet Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 12, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Stertil-Koni USA, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Scott Steinhardt 6980C03433AD412...
By: _____	By: _____
Jeremy Schwartz	Scott Steinhardt
Title: Chief Procurement Officer	Title: President
Date: 2/8/2024 | 10:15 AM CST	Date: 2/8/2024 | 10:04 AM CST

RFP 121223 - Vehicle Lifts with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name:	Stertil-Koni USA, Inc.
Address:	200 Log Canoe Circle Stevensville, MD 21666
Contact:	Kellie Boehm
Email:	kellie@stertil-koni.com
Phone:	410-643-4434 106
Fax:	410-643-8901
HST#:	52-2010741

Submission Details

Created On:	Tuesday November 07, 2023 15:33:34
Submitted On:	Tuesday December 12, 2023 14:22:02
Submitted By:	Kellie Boehm
Email:	kellie@stertil-koni.com
Transaction #:	3603aa2f-19e1-445a-bdc1-9d9ab16e1fbf
Submitter's IP Address:	24.145.93.156

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Stertil-Koni USA, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	AC Hydraulics and Durabac, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1MBU0 Unique Entity Identifier: TGJ6DPMZLFX3	*
5	Proposer Physical Address:	200 Log Canoe Circle Stevensville, MD 21666	*
6	Proposer website address (or addresses):	https://stertil-koni.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Scott Steinhardt, President 200 Log Canoe Circle, Stevensville, MD21666 scott@stertil-koni.com / 410.643.9001	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kellie Hibble, Administrative Sales Manager 200 Log Canoe Circle, Stevensville, MD 21666 kellie@stertil-koni.com / 410.643.4434	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Kerr, Sales Support 200 Log Canoe Circle, Stevensville, MD 21666 tim@stertil-koni.com / 410.643.9001 Emmaleigh Gibbs, Administrative Sales Support Assistant 200 Log Canoe Circle, Stevensville, MD 21666 emmaleigh@stertil-koni.com / 410.643.9001	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Stertil-Koni USA (SK) was established in January 1997 in the state of Maryland. SK is a wholly-owned subsidiary of Stertil Enterprises (SE), which is a Delaware-based corporation. SE has two entities: SK and Stertil ALM, the latter of which is the manufacturing and production arm of the company. SK is responsible for all sales and marketing of Stertil-Koni products in North America, and Stertil ALM is responsible for all manufacturing. The core values, business philosophy, and desire for industry longevity are all reflected in the definition of the company's MVVG. The MISSION of SK is to enhance the safe and effective movement of all heavy-duty vehicles throughout the world. Put in the vernacular: "By lifting the world's vehicles, we allow the world to move," The VISION of SK is to promote and advance the safe lifting of all vehicles for ease of service. The core VALUE is to simply do what is right in all aspects of our operation and to promote trust. The ultimate GOAL is to be the leader in all industries we serve, especially the heavy-duty industry.	*

11	What are your company's expectations in the event of an award?	Based in large part on association market share statistics, we estimate that Stertil-Koni has become the North American leader in heavy-duty lifting applications. Respectfully, we believe there is no other lift company that focuses exclusively on the heavy-duty customer, generally defined as the ability to lift vehicles over 16,000 lbs. Over the last 23 years, we have developed a very focused distributor base utilizing mostly "heavy-duty" oriented distributors strategically located throughout the United States and Canada. SK is a specialist in selling and servicing HD equipment to US Transit operations throughout the US. The present administration has invested heavily in transit to the tune of about $100 billion per year that goes into future infrastructure planning and construction of new transit facilities. In addition, we maintain close relationships with the American Public Transit Association (APTA) and keep track of funding opportunities throughout the US and Puerto Rico. SK maintains a very studied analytical approach that monitors existing and future state-by-state project needs and planning. Therefore, one of the areas where we believe we can best promote the Sourcewell concept is with the 3,300 Transit agencies strategically located in North America. Generally speaking, Transit agencies buy heavy-duty lifting equipment at relatively high dollar volumes, and the SOURCEWELL concept is particularly well suited to promote the purchase of these products. Over the years, SK has become a leader in the HD marketplace. Our association with Sourcewell has solidified our position as it relates to this leadership role. As the leader in the field of heavy-duty vehicle lifting systems and a recognized marketing powerhouse in the transportation servicing field, Stertil-Koni takes great pride in its sense of focus, dedication to customer service, as well as ongoing readiness to perform at the highest levels of excellence. Given the fact that Sourcewell has been a catalyst in our development, the hopeful expectation of an award will further help solidify our position in the marketplace. Based on our previous and existing relationship with Sourcewell, we can immediately become operational if we are fortunate enough to benefit from an award. This will benefit Sourcewell, our distributors, our customers, and SK. In summary, our expectations are the following: · Using our expertise and experience with the APTA, we can predict and anticipate purchasing needs related to the 3,300 US transits. Sourcewell will play a profound role in that conceptual leadership. · Our previous success and existing excellent relationship with Sourcewell will allow us to continue the momentum that has been established. · The increased addition of new product models, as well as an emphasis on shop equipment, will grow Sourcewell-based sales. · We want to increase training and collaboration between Sourcewell, our internal sales staff, and our individual 28 distributors in order to facilitate the purchase of equipment through Sourcewell. · Sourcewell is a great facilitator in the sense that it streamlines and removes the burden of traditional "low-bid" procurement.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Stertil-Koni USA is part of the Stertil group—a highly diversified and highly profitable company with operations throughout the world, including Europe, Asia, and North America. The sales headquarters for SK USA is in Stevensville, Maryland. We are especially proud of our US manufacturing factory in Streator, Illinois, where we employ over 80 workers in various job functions. Our profitability measured through EBITDA is very healthy, and we have the financial resources to be able to continue investing in North America. To demonstrate Stertil-Koni USA's financial strength and stability, we have attached the company's Balance Sheet, Statement of Income, and The Independent Accountant's Review Report for 2020-2022 (Attachment 1). Some highlights from the years 2020 - 2022 include: - Revenues have grown from $46 Million in 2020 to $84 Million in 2022. - Profit before tax has grown from $5.8 Million in 2020 to $10.7 Million in 2022. - The equity and equity ratios in 2022 are $15.1 million and 70%, respectively.	*

13	What is your US market share for the solutions that you are proposing?	SK is a member of the Automotive Lift Institute (ALI). As such, there are 19 members compromising both HD and automotive lifts. In the HD sector, as of October 2023, we enjoy the following market share: MOBILES: 37% (among 12 competitors) SKYLIFTS: 48% (among 5 competitors) DIAMOND LIFTS: 48% (among 3 competitors) ECOLIFT: 92%(among 2 competitors)	*
14	What is your Canadian market share for the solutions that you are proposing?	SK is represented by two major distributors in Canada: Novaquip (Ontario, Quebec, and the Maritime Provinces) and Westvac for British Columbia, Manitoba, and Alberta. These two significant distributors represent approximately 90% of the Canadian economy's economic valuation. Our strong distributor presence in these provinces, based on our historical and reality-based knowledge of winning the majority of the public bids, leads us to estimate that we enjoy perhaps 50% of the total market. Having said that, precise Canadian market share estimates are virtually impossible to confirm.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stertil-Koni has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Stertil-Koni (SK) is best described as a distributor/dealer/reseller for a manufacturer of the proposed products/ equipment and related services. a) SK is the sales and marketing arm of the parent company we represent, Stertil Group BV. SK is also the sales and marketing arm of the US manufacturing company Stertil ALM. Attached is evidence of SK authorization as an equipment reseller from Stertil B.V. and Stertil ALM (Attachment 2). b) SK (the current applicant for the Sourcewell contract) is not a manufacturer. Stertil ALM (owned by the same parent company) is a sister company to SK. Stertil-ALM is the Streator, Illinois-based manufacturer. SK (Stevensville) is the sales and marketing arm of the North American operation. c) Rather, we are a member of the Stertil Group BV family of companies with a mandate to provide sales and service through an independent network of 28 exclusive distributors that operate in the U.S., Canada, and the Caribbean. These dealers are all independent third-party entities and represent the SK products in the heavy-duty vehicle lifting product marketplace on an exclusive basis in their specific territories.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Stertil-Koni USA, Inc. is incorporated in the State of Maryland. We have attached the Good Standing Certificate issued by the State of Maryland's Department of Assessment and Taxation (Attachment 3). Stertil-Koni USA's FEIN # is 52-2010741. Our line of business does not require any additional specific licenses or certifications. That said, SK is a member of the Automotive Lift Institute (ALI), our industry's highly regarded independent watchdog. Stertil-Koni is proud to have a large number of heavy-duty lifting systems that are ALI/ETL Certified. By way of further background, ALI's mission is to promote the safe design, construction, installation, inspection, and use of vehicle lifts. Please see the attached documentation showing all of Stertil-Koni's lift models and accessories that are certified by ALI (Attachment 4).	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Not applicable. Stertil-Koni has not been the subject of "Suspension or Disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Stertil-Koni has won several key awards for its product engineering. In addition, the company has been awarded multiple patents for its products by the United States Patent and Trademark Office (USPTO) and the Canadian Patent Office. Industry Recognition • First vehicle lift company in the industry to be ISO 9001 certified • First lift manufacturer to offer certified mobile lifting columns utilizing wireless communications • First lift manufacturer to offer certified mobile lifting columns incorporating active energy retrieval system (AERS)—promoting "green" technology. • It is our contention that Stertil-Koni has the largest number of ALI/ETL-certified heavy-duty vehicle lifts registered with our industry's independent watchdog, the Automotive Lift Institute (ALI). • Recipient of the prestigious Innovation Award from Professional Tool and Equipment for developing the EARTHLIFT, the industry's first "green" mobile column lift. EARTHLIFT has components that are 98% recyclable, use bio-degradable fluid, feature batteries that are 100% recyclable, and employ an Active Energy Retrieval System to deliver 35% more lifting cycles at maximum load • Only lift manufacturer to offer a certified platform lifting system (SKYLIFT) that can be extended with certified platform extensions at 49 inches each. • Only lift company in the industry to offer an ALI-certified "tandem" design to platform lifts. • First lift company to have developed the concept of "continuous recess" in in-ground piston lifts. • First lift company in North America to design a piston in-ground lift without the use of hydraulics in the pit. NB: The oil reservoir is located in the above-ground console, thereby avoiding Class 1 Division 1 violations. • Market leader in sales of certified heavy-duty mobile lifting columns • Market leader in the total number of certified heavy-duty vehicle lifts • Only vehicle lift manufacturer that concentrates solely on the heavy--duty lift market, with lifting capacities starting at 16,500 lbs.	*
20	What percentage of your sales are to the governmental sector in the past three years	Stertil-Koni built its reputation and sales based on municipal or government sales. From our inception in 1997 to 2010, the percentage of sales to the governmental sector was 81%. However, since 2011, Stertil-Koni began an active campaign to even out sales between the government and the private sector. As a result of these efforts between 2011 and 2019, our government sector represented 68%, with 32% trending toward the private sector. In terms of a particular direction, 20% of that 32% is focused on national accounts such as United Airlines, Southwest Airlines, Penske, and Ryder trucks.	*
21	What percentage of your sales are to the education sector in the past three years	The education sector is relatively underrepresented at Stertil-Koni and represents approximately 4% of sales. This is an area where we expect that Sourcewell's availability can help us increase market share. The majority of sales within that 4% is devoted to School Districts.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CMAS: 2020 - $0.00 / 2021-$72,827 / 2022-$0.00 FL Sheriffs: 2020 - $199,918 / 2021-$649,869 / 2022-$1,019,238 NASPO: 2020 - $7,970,923 / 2021-$5,848,534 / 2022-$9,349,757 NJ-ESCNJ: 2020- $1,005,293 / 2021-$851,091 / 2022-$496,590 Sourcewell: 2020-$3,369,290 / 2021-$5,070,447 / 2022-$11,550,061	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA: 2020 - $ 622,668 GSA: 2021 - $ 93,959 GSA: 2022 - $1,054,838	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Minneapolis Transit	Bill Beck	612.349.8021	*
City of Albany, GA	Adam Saylor	229.302.1213	*
Central Ohio Transit Authority	Dominic Valentino	614.275.5830	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New Jersey Transit	Government	New Jersey - NJ	Vehicle Lift Supply	$648,000	$8,700,000	*
New York City Transit	Government	New York - NY	Vehicle Lift Supply	$7,600,000	$7,600,000	*
CDTA - Albany Garage	Government	New York - NY	Vehicle Lift Supply	$470,000	$700,000	*
Central Ohio Transit Authority	Government	Ohio - OH	Vehicle Lift Supply	$1,280,000	$1,280,000	*
Montgomery County Public Schools	Education	Maryland - MD	Vehicle Lift Supply	$250,000	$1,900,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Stertil-Koni (SK) has ten (10) sales managers. Because these sales personnel are employed by SK, they devote 100% of their time to SK and the support of their individual distributors. Each manager represents approximately an average of 4-8 states per person. (See attachment 5)	*
27	Dealer network or other distribution methods.	SK products are available through a dedicated network of 28 exclusive distributors. The concept of exclusivity is one that SK conceived early on in our development. By nature, exclusivity promotes a basis for loyalty, trust, and devotion to the causes that SK espouses and to the programs that SK is fortunate enough to derive benefit and investment. Sourcewell is one of those concepts, and since our distributors are exclusive, we are able to impart a sense of direction and strategic focus. These 28 distributors, exclusive to SK in the delivery, installation, and servicing of heavy-duty vehicle lifting systems and accessories, provide coverage for all the states in the U.S. (including Hawaii and Alaska) as well as all provinces of Canada. We also have a distributor that covers the Caribbean. (see attachment 6)	*

28	Service force.	The nature of the SK product is that service and installation are required in the sale and support of the products. As it relates to mobiles, training, and plug-ins are required, but as the demand for in-ground lifting needs (especially Diamond Lift inground) increases, installation and training become pronounced. Therefore, SK has an experienced, professional service department to support our network of dedicated distributors and the company's end users. This service department includes a service manager and four highly trained service technicians. Please note that all service personnel are full-time employees who are 100% dedicated to the SK product line. Each of our service techs undergo stringent training at our US manufacturing facility in Streator, Illinois. All four (4) of the SK service technicians are located in Stevensville, Maryland. The Stertil-Koni service department assists distributors by providing training as well as servicing and installing equipment. Further, as part of our commitment to delivering exceptional customer service, Stertil-Koni maintains and staffs a 24/7 telephone hotline in case of a technical issue that requires immediate attention. Thus, customers of Stertil-Koni products have direct access to service and technical support around the clock, 24/7, 365 days per year. Our service department consists of: Kevin Hymers, Director of Operations. Mike Tillberry, Service Manager. Mike Nichols, Service Technician. Travis Wilks, Service Technician. Mike Turner, Service Technician. These four (4) techs are used to support our distributors, deal with difficult problems, and, if necessary, service customers and distributors around the US as needed.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As previously mentioned, SK sells and provides service to an exclusive group of 28 strategically distributed distributors throughout North America. These partners have been instrumental to the overall success of the Sourcewell / Stertil-Koni USA partnership, and as such, they will be very involved in the sales and order processing procedure. As it relates to the specific ordering process, we require that purchase orders from Sourcewell Members be issued to Stertil-Koni USA rather than the Dealer Network. Of course, the distributors will be the primary source of sales and the principal contact point with a Sourcewell Member as it relates to product demonstrations, setup and training, and regular customer service questions. Centralization is critical for several reasons: a) Consistency, accuracy, and contract compliance. All of our distributors are independent third-party corporations. As such, it would be virtually impossible for Stertil-Koni USA to guarantee contract compliance as it relates to pricing, discounts, and other terms and conditions if we don't see each purchase order. Thus, the only way SK can guarantee 100% compliance is by processing all orders directly. b) Reporting: Centralizing all purchase orders through Stertil-Koni USA will also ensure that all sales are included in calculating and payment of the administrative fee to Sourcewell. We wish to emphasize that one of Stertil-Koni USA's great strengths lies within our highly customer-oriented exclusive Dealer Network. Even though the purchasing process is centralized, all Sourcewell Members will receive the same level of service and follow-up as if they placed their purchase orders locally. Therefore, Stertil-Koni USA requires that all purchase orders from Sourcewell Members shall be issued to Stertil-Koni USA, Inc. by: E-mail: orders@stertil-koni.com Mail: Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666 Fax: +1 410-643-8901

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SK is a sales, marketing, and service organization with one goal: to provide professional support to our customers and partners such as Sourcewell. In terms of our service program process and procedure, Stertil-Koni (SK) maintains a full line of professionals in-house dedicated to supporting our sales, installation, and marketing efforts. The company's in-house sales force comprises 10+ employees and a CAD engineer to provide sales, customer support, and technical guidance. In addition, at our headquarters location in Stevensville, we have a dedicated operations/customer support and technical team (available 24/7) - as well as a complete warehousing operation with four employees, a marketing department with three professional employees, a financial department, and related support staff. The Stertil-Koni organization is dedicated to providing radical customer service with a commitment to a 24/7 response for sales, service, and technical inquiries. Stertil-Koni also utilizes a web-based CRM system to track customer satisfaction and a state-of-the-art inventory management system for tracking financial results, product shipments, and more.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	SK was built on the vision and promise of being willing to become the market leader, and based on many measures, we have achieved that. Willingness is a motivational exercise that is based on intention and drive. Ability is quite different. Ability presupposes that there are factors in place that allow the willingness to proceed. In the 26 years that we have successfully built the SK organization we have put together the steps needed to effectively provide the SK products to the Sourcewell entities. This is based on the following: • The 28 SK distributors have the geographical outreach to take care of the outlying geographic areas also represented by Sourcewell entities • SK as an organization has the financial outreach and high levels of profitability to provide the necessary services and products to all Sourcewell entities. • SK has the intellectual capital to be able to serve the multiplicity of needs of all the Sourcewell stakeholders. • SK has the products and services to allow Sourcewell to grow in the many markets that it represents. • SK has the foresight and is in the process of developing the products of tomorrow that the changing landscape of the service market will need in the foreseeable future.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Everything explained in 31 has the same application for Canada. In fact, Canada was the source of the second selection of SK distributors in 1997. Canada is part of North America. We share the same culture, values, and needs of the USA. SK has always prioritized the needs of the Canadian market. As indicated in our submission, we further believe that, proportionately speaking, Canada has a bigger potential than the US in terms of opportunities and needs. In addition, SK has recently hired a Regional Sales Manager located in Calgary, Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SK is dedicated to providing and servicing the geographical areas that represent North America. There is no geographical area that we do not cover or at least attempt to cover.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SK intends to provide sales and support to all entities served by Sourcewell.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SK is fully committed to fulfilling the contract requirements for Hawaii, Alaska, and US territories. To ensure smooth execution, detailed discussions regarding freight and support needs are crucial due to the geographical expanse of these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Stertil-Koni, widely recognized as the leader in the sale of heavy-duty vehicle lifting systems, shop equipment, and accessories across North America, has also established its dominance in these sectors by virtue of its highly professional, proactive, and keenly focused marketing-oriented approach. In that role, particularly in conjunction with a contract award from Sourcewell, our goal is to continue leveraging our broad, results-driven portfolio of the latest marketing techniques to further advance the sale of our heavy-duty lifting systems across multiple customer audiences. What's more, upon an award from Sourcewell, Stertil-Koni will have a comprehensive marketing plan in place to build awareness of the award and generate orders via the Sourcewell contract. Key elements in our Marketing Plan will include (but not be limited to) the following: a. Trade Shows: Stertil-Koni participates in more than 100 trade shows each year across the U.S. and Canada, most of which are focused on the municipal and government marketplace - an ideal alignment for the Sourcewell contract. At these shows, Stertil-Koni will provide professional signage, literature, and visitor briefings on the topic of the partnership between Stertil-Koni and Sourcewell and encourage customers to purchase via the Contract. b. Website Feature: Stertil-Koni will include prominent coverage on our company's homepage, www.Stertil-Koni.com, and on our site's "Purchasing" page. c. Social Media Features: Facebook, Twitter, Instagram, and LinkedIn articles/posts will be published. d. eBlast/s: News distribution regarding Stertil-Koni and Sourcewell will be sent on a regular basis to +35,000 opt-in visitors, leads, and prospects --who currently receive Stertil-Koni updates weekly. e. Blog Feature: Sourcewell articles will be published on Stertil-Koni's blog during the calendar year. f. Distributor Relations: Email and phone alerts will be directed to Stertil-Koni's dedicated network of exclusive heavy-duty vehicle lift distributors across the U.S., Canada, and the Caribbean. g. Sales Force Communications: Personal outreach will be made to Stertil-Koni's in-house sales representatives, serving the U.S., Canada, and the Caribbean, as well as colleagues around the world. h. Email Signatures: Stertil-Koni will encourage its internal team and distributors to feature the Sourcewell logo and a description of the Sourcewell contract awarded to Stertil-Koni on their respective email signature lines. i. Press Releases: Stertil-Koni is the industry leader in issuing professionally written, hard-news-oriented press releases to business and trade press, generating over 5,000 digital and print articles annually. News alerts, first approved by Sourcewell, will be developed and delivered to leading business, transportation, and procurement trade press via Stertil-Koni's professional news distribution service, PR Newswire. j. Advertising: Stertil-Koni will seek to include the partnership between Sourcewell and our company via its targeted, professionally designed, and implemented digital advertising schedule. (see attachment 7)	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Stertil-Koni embraces advanced technology and the use of the Internet as key tools in providing world-class, ongoing marketing activities. Further, these elements will be a cornerstone of our dedicated efforts to ensure broad contract awareness in the U.S. and Canada upon an award from Sourcewell. What follows below is greater detail regarding Stertil-Koni's use of technology to enhance marketing effectiveness. Stertil-Koni employs the latest technology on multiple fronts to provide world-class marketing. We will leverage our expertise and apply it to enhance our marketing effectiveness in conjunction with an award from Sourcewell - all to ensure national (and international) contract awareness. Examples include: a. CRM System: Stertil-Koni utilizes Sugar, a world-class, web-based customer relationship management (CRM) system that is updated daily to track all bids, leads, projects, trade shows, customer interactions, customer feedback, distributor activities, sales and more. This is all part of our ongoing management approach that we describe in two simple words: "Measurement Matters." The result? Top management and sales representatives can track in real-time all active deals, leads, and trade show activity across the U.S. and Canada to increase our "closing rate" and ensure the highest levels of customer satisfaction. b. Enterprise Software: Stertil-Koni uses a powerful enterprise software system from SAP to closely track inventory, product shipments, sales, warranty claims, and financial results to further ensure the superior reviews in terms of customer support and satisfaction. All Sourcewell-related sales are also tracked in our digital record-keeping system. c. Real-time Communications Systems: Stertil-Koni utilizes the latest technologies to provide real-time communications with our sales team, distributors, and customers, including: a 24/7 customer hotline, smart phones, iPads, laptop computers, website updates, email communications, eBlasts, blog, password-protected extranet, and social media. d. Google Analytics: Website tracking and performance is reviewed daily, and Stertil-Koni continuously strives to boost our website visibility, unique visitor count, page views, time-on- site and Search Engine Optimization (SEO). e. Constant Contact Email Marketing: Stertil-Koni uses a proprietary, opt-in contact list of more than 35,000 individuals - grown organically over the past 24 years - to deliver weekly product, contract, and service updates that are in turn monitored for "Opens" and "Click- through" rates." Performance, in terms of messaging and imagery, is evaluated continuously, and we modify our techniques to enhance customer "Opens," "Click-Throughs," and information requests. f. Vimeo and YouTube: Stertil-Koni maintains a company "channel" on our website that features more than 40 videos. Company marketing and product videos are distributed regularly via two of the most broadly used video delivery systems - g. YouTube and Vimeo. h. Video Conferencing: Stertil-Koni regularly uses Microsoft Teams, Zoom, Webex, i. Use of the Internet: Communicating via the Internet is also fundamental to Stertil-Koni's marketing focus, including: • Website: www.Stertil-Koni.com • Social Media - Facebook, Twitter, Instagram, LinkedIn • Email "Blasts" and Tracking: Constant Contact • Extranet: 24/7 access for distributors and sales personnel to obtain specifications, drawings, manuals, brochures, and latest product updates	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	It is our contention that the previous relationship between SK and Sourcewell has been beneficial for both parties. Accordingly, we hope that the cooperation will continue and we will derive a mutual benefit by working together. We think that the key benefits and attributes of the relationship include the following: • SK regularly invites Sourcewell managers to yearly events where all our sales personnel meet. The benefits that derive from these annual events include the opportunity for Sourcewell to meet the key salespeople to increase sales of Sourcewell-related contracts and to understand the rules and regulations of the Sourcewell contract. • Sourcewell literature and graphics are displayed at Stertil-Koni's extensive trade show schedule of events. SK is the only heavy-duty vehicle lift company that regularly engages in more than 100 trade shows per year. In fact, SK regularly attends the APTA (American Public Transit Association) show + the Public Utility show, and many others. • Sourcewell executives are invited to participate at Stertil-Koni's Annual Distributor Meeting - our single most important sales event of the year - and make a major presentation to all our key leadership and sales personnel regarding the tremendous opportunities afforded by the Sourcewell contract. • Sourcewell will issue its own press release announcing that Stertil-Koni has been awarded a contract for "Vehicle Lifts, with Garage and Fleet Maintenance Equipment." For our part, Stertil-Koni will integrate a Sourcewell-awarded contract into our sales process with details below: • Immediately upon the contract award, SK will contact all employees and distributors with news of the award and, that same day, initiate our high-impact marketing campaign. • Sales personnel will be the first to be targeted. Hence, our campaign, emphasizing the contract award, will instantly reach Stertil-Koni's in-house sales personnel, totaling 13 top professionals located strategically across North America as well as our entire distributor network, totaling 28 distributor companies and approximately 100 salespeople in the U.S. and Canada. • It is our firm commitment that each Stertil-Koni sales representative and distributor will receive pertinent and timely information about the Sourcewell award and pricing within 24 hours of the contract award, with ongoing briefings and follow-up. • If we are fortunate enough to be awarded a contract, SK marketing will engage in major promotional activities to inform our customer base of the renewed Sourcewell contract. • A Stertil-Koni press release will announce the contract award, to be distributed via PR Newswire to our extensive media contact list. • Sourcewell will receive prominent placement on our website's "How to Buy" page (please see attachment 7). • Stertil-Koni will deliver an eBlast to our opt-in list of +35,000 via Constant Contact (sample attached) and continue to inform this key audience regarding the opportunity to purchase our lifting systems, shop equipment, and accessories via the Sourcewell contract. • Trade show presence in terms of Sourcewell literature and banners (attachment 7). • A Sourcewell presentation will be given by a senior Sourcewell executive at the Stertil-Koni Annual Distributor Meeting. • Stertil-Koni Marketing will design and run select banner ads in key industry trade publications (attachment 7).	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At the current time, market forces have shown - and Stertil-Koni concurs - that the company's heavy-duty vehicle lifting systems are not yet applicable for an E-procurement process, particularly given the complexity of the systems and the consultative manner in which they are evaluated and sold. That said, Stertil-Koni makes every effort to expand its online visibility for its full range of products, accessories, and services. Our entire product line of comprehensive shop equipment and accessories is available online at www.Stertil-Koi.com with product details available as follows: • Stertil-Koni Product Catalog; and • Stertil-Koni Shop Equipment and Accessories.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All equipment provided by Stertil-Koni and our network of dedicated distributors includes equipment setup and operational training as standard. At any time after the initial sales, the Stertil-Koni group can provide additional operator training. Further, training material is always available in print, web, and video formats. Also, when requested by the end-user. Stertil-Koni will additionally provide maintenance training on our equipment and accessories. In addition, SK holds regular, ongoing sales and product training meetings at multiple locations around the U.S. At those meetings, equipment maintenance and training are conducted and evaluated in detail. SK provides extensive training in the following product categories: • Mobile columns—evaluation and placement of rollers and slide blocks—trained in e bright controls and integration—metal cabinet wireless controls—evaluation of power lifts—Earthlift controls—Batteries—Ebright VAC controls • ECOLIFTS—trained in evaluation and placement of slide blocks—trained in versions of centering lines and sliding retainers—overview of classic controls—in-depth review of PCB basic controls—in-depth review of ebright controls—inclinometer values and adjustments—max height programming—AWBP • Diamond lifts—assembly of pistons—in-depth explanation of sonar-based oil sensors—review of items in oil tank—e bright controls—review of sump pump • SKY lifts—in-depth review of PCB-based controls—E Bright controls—software updates	*
41	Describe any technological advances that your proposed products or services offer.	Stertil-Koni is the recognized innovation leader in the heavy-duty vehicle lift industry. Stertil-Koni holds numerous patents in the United States and Canada for our lifting methods, engineering design, and support systems. Many of the products offered by Stertil-Koni are unique and are not available from other manufacturers. For example, Stertil-Koni was the first manufacturer to provide a green lifting solution for mobile lifting columns and now offers a control system - called ebright Smart Control System -- that incorporates a 7-inch full-color touch screen, much like a computer tablet, for human/machine interface. This solution puts all the operations of the vehicle lift directly at the fingertips of the person who needs the information most - the busy technician on the shop floor. Further, future updates can be provided via software downloads; performance tracking is captured in a "black box" environment; and the touch-screen interface is quick, easy-to-use, and intuitive. Please note that the ebright Smart Control System is ALI/ETL certified and unmatched in the industry. Highlights of what the ebright Smart Control System includes: • A high-resolution, brightly illuminated, full-color, 7-inch screen • Touch screen control, even when the technician is wearing gloves • Owner/user-configurable options, including choice of language and personalized ID key to protect against unauthorized use • Presentation of all relevant information at a glance • Up to 16 mobile columns fully synchronized in a single set. Modeled on the conceptual benefits of today's computer tablets, features of the ebright Smart Control system include such vital data as maintenance notifications, programmable lifting-height settings, tracking of specific operations, information codes, and even the operator manual.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Stertil-Koni, the leader in heavy-duty vehicle lifts, we've taken green technology to new heights in both mobile column lifts and in-ground lifts. Our highly regarded EARTHLIFT is the industry's first hydraulic green mobile column lift. Its columns are made with components that are 98% recyclable, and the Active Energy Retrieval System (AERS) allows operators to achieve 50% more lifting cycles at maximum lifting load. What's more, the on-screen display highlights the AERS system, enabling the operator to see savings in real-time. EARTHLIFT also uses a closed hydraulic system that contains bio-degradable fluid, and the batteries are 100% recyclable. Many maintenance facilities also utilize in-ground lifts. That's why Stertil-Koni pioneered the introduction of our U.S. and Canadian-patented ECOLIFT, with a lifting capacity of up to 90,000 lbs. It is the industry's original ultra-shallow, full-rise in-ground axle engaging lift. In addition, ECOLIFT uniquely combines high-pressure low volume hydraulics and only requires 3.5 gallons of fluid per scissor - and the hydraulics and electrical components are contained in a free-standing console above ground for easy access. This lift ensures sizeable cost savings on construction and installation and can be utilized in existing workshop pits and even at locations with high water tables. Stertil-Koni also features the DIAMONDLIFT, an in-ground telescopic piston lift setting new standards in heavy-duty lifting. Each piston uses less than five gallons of bio-degradable hydraulic fluid. Plus, all DIAMONDLIFT cassettes are fully self-contained, thanks to Stertil-Koni's exclusive DiamondGuard coating. This unique compound ensures that hazardous shop fluids do not enter the environment. In that way, soil contamination is not a concern.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Virtually all heavy-duty Stertil Koni heavy-duty (HD) lifting products carry the Automotive Lift Institute (ALI) gold label. In addition, Stertil Koni is an ISO 9001-certified company and was the first lift company in the world to acquire ISO 9001 certification. Furthermore, Stertil Koni is the most environmentally friendly company in the HD lifting world. SK manufactures products that meet the "green standard" criteria. Toward that end, we have designed HD lifts with full-color touchscreen control that provide solutions to save energy. We have designed the Active Energy Retrieval System (AERS) feature. The AERS allows the operator to achieve up to 50 lifting cycles without battery recharging. The ingenious concept allows the motor to reverse counter-clockwise and automatically recharge the battery during the downward motion. This saves the end-user thousands of dollars per year in electricity usage, given the fact that the type of equipment used by Stertil Koni requires 220/460 volts. As such, 98% of the materials are recycled materials. Such life cycle design parameters mean that Stertil-Koni is at the forefront of product design and application.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Stertil-Koni USA, Inc. makes a concerted, proactive effort to partner with WMBEs and SBEs whenever possible. This is especially true at our manufacturing location in Streator, Illinois, where we need to meet the needs and requirements of the Buy America Act (Surface Transportation Act of 1987). As a result, we often have to purchase US steel and other local US purchasing requirements. Stertil-Koni USA has also outsourced its corporate IT hardware and software services to a Service Disabled Veteran Owned Business (SDVOB) company, Corsica Technologies, headquartered in Centreville, MD 21617. Stertil-Koni USA proactively and aggressively solicits Minority and Women-owned Business Enterprises (MWBEs) for all trucking services. We are currently requesting quotes from AIT Worldwide Logistics, Middleburg Heights, OH 44130, Expedited Transportation Services, Loganville, GA 30052, and Davis Freight Management Inc., Alden, NY 14004. All three companies are approved MWBEs by the State of New York. If Stertil-Koni USA is awarded a contract with Sourcewell, our goal will be to expand our utilization of WMBEs and SBEs for the trucking services resulting from the Sourcewell contract. To that end, Stertil-Koni USA will identify several national and global freight agencies with existing MWBE and/or SBE accreditation in good standing.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As the leader in heavy-duty vehicle lifting systems in North America, Stertil Koni provides the following benefits to Sourcewell: · Established, mature, and experienced exclusive distributor organization dedicated to the sale and service of heavy-duty lifting equipment, accessories, and shop equipment. · Innovative products that continually meet the needs of the marketplace place, including addressing the needs of meeting ecological standards. · The principle and development of the Active Energy Retrieval System is unique in the marketplace and greatly reduces energy requirements in the workshop. · Mobile lifting technology can achieve up to 50 lifting cycles without battery recharging, thereby increasing the productivity of the marketplace. · Unlike other competitors that utilize electricity and hydraulic oil in the pit area, the SK reservoir is contained 18" above the ground, thereby meeting the requirements of Class 1 Division 1 standards. · Fanatical focus and commitment to excellent service and availability of spare parts.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our warranty covers all of our products. Our standard warranty is 1-year labor, 2-year parts, and 5-year parts only on hydraulic cylinders used in our mobile lifting columns and a lifetime parts-only warranty on nylon guide rollers used in SK lifting products that utilize such rollers. (Attachment 9)	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do have two instances where the warranty is limited. (a) This warranty does not apply where equipment has been damaged due to abnormal wear, misuse, overloading, accident (including shipping), improper maintenance, alteration, improper fluid maintenance, or other causes "not the result of defective materials or workmanship." (b) Stertil-Koni lifting equipment must be installed and serviced by Stertil-Koni factory-trained and Stertil-Koni factory-authorized service technicians. Stertil-Koni lifting equipment not installed and serviced by Stertil-Koni factory-trained and Stertil-Koni factory-authorized service technicians will result in a voided warranty.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, under the one (1) year labor timeframe of our warranty. Past the one (1) year, technicians' travel and time are billable.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Stertil-Koni covers all geographic regions of the U.S. Warranty service is handled through our network of distributors. Each distributor has an assigned geographic area they are responsible for covering. See attachment 6 for the distributor listing.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Our standard warranty covers all our products - 1-year labor and 2 years parts.	*
51	What are your proposed exchange and return programs and policies?	Generally speaking, and depending on the circumstances of the individual situation, the goal at SK is to provide customer satisfaction. If SK is not able to satisfy customer requirements, with the exception of certain in-ground lifting products, which are essentially impossible to return and exchange. In that case, we will work with existing Sourcewell customers to provide a level of compliance and satisfaction with the required product quality.	*
52	Describe any service contract options for the items included in your proposal.	Because the type of equipment that Stertil-Koni sells (with the exception of mobiles) requires an installation phase or several installation phases, there are various options for both installation and post-sale service requirements that are performed by our distributors. Such options are better explored and actualized by contacting the individual SK distributors.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Stertil-Koni's payment terms are Net 30 days.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Stertil-Koni does not have a leasing plan or financing options available at this time.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Stertil-Koni sends the terms and conditions with each invoice. (see attachment 10)	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. Currently, Stertil-Koni does not accept the P-card and payment process. However, we are open to exploring the opportunity.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Stertil-Koni publishes and regularly updates a price list containing all items offered to Sourcewell members. At the same time, there are a limited number of additional items, such as product installation for fixed lifts, which are not found on the published price list but are negotiated with and agreed upon in partnership with the end-user before consummating the sale. The Purchase Order for an item of this type is always directed to Stertil-Koni. Canada: On request, Stertil-Koni USA, Inc. will provide quotes in Canadian Dollars that will remain valid for 30 days.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Stertil-Koni is pleased to be provided with this opportunity by Sourcewell. We realize the value of purchasing contracts and look forward to a favorable outcome in our proposal to Sourcewell. Stertil-Koni intends to offer Sourcewell a very favorable discount off the list price as displayed in our published price list. The discounts on Stertil-Koni lifting systems will be as follows: For the purchase of 1 lifting system: 29% off the list price. For the purchase of 2-7 lifting systems: 32% off list price. For the purchase of 8 or more lifting systems: 33.5% off the list price.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	For the purchase of 1 lifting system: 29% off list price. For the purchase of 2-7 lifting systems: 32% off list price. For the purchase of 8 or more lifting systems: 33.5% off list price.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All Stertil-Koni lifting system products will be offered as part of the Sourcewell contract. With regard to additional costs, as they relate to Stertil-Koni, these typically would be for infrastructure repairs associated with fixed machinery (i.e., in-ground lifting systems, two-post, four-post, and platform lifts). In those instances: a. Strategy: Sourcewell member will work with the Stertil-Koni distributor in the member's territory to establish a fair and reasonable price for the additional items. b. Process: Stertil-Koni's distributor will alert Stertil-Koni to the request and communicate the details to the Sourcewell member and Stertil-Koni. c. Specific Method: The Sourcewell member will add the agreed-upon item on the PO, which is submitted directly to Stertil-Koni.	*

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total "Costs of Acquisition" charges not included in "Pricing" submitted in the Stertil-Koni proposal are: a. Installation of fixed equipment lifting systems (e.g., in-ground piston and scissor lifts, platform lifts, two-post and four-post lifts): These costs are to be agreed upon between the Sourcewell member and the Stertil-Koni distributor. b. Freight: FOB Stevensville	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipping and delivery is FOB Stevensville at cost. By way of further background, Stertil-Koni has a dedicated Logistics Department at the company's headquarters in Stevensville, Maryland, that works with numerous high-quality shipping companies throughout the United States and Canada. With our equipment's unique shape, weight, and transportation considerations, Stertil-Koni has developed a very responsive transportation network. We have very competitive rates with all our carriers and have an outstanding record of less than 0.1% in freight damage using our methods. In sum, Stertil-Koni does not markup freight charges, only invoicing for exact charges for equipment shipments.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Stertil Koni products offered to Sourcewell members are priced FOB Stertil-Koni in Stevensville, Maryland. As such, the original expense to ship the product to the user is paid by the user at the time of sale. This includes all locations in the continental US. In accordance with the exchange and return policy stated above, and to ensure radical customer service. Stertil Koni would provide for shipping as needed to return or exchange a product that did not satisfy the end-user (at SK's expense).	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As previously described, delivery of equipment outside the continental US will generally require containerized vessels to various ports. For example, we provide ECOLIFTs to San Juan, Puerto Rico, and those lifts can only be provided by including them in a sealed container, which is a unique delivery method. 95% of the time, our equipment can be included on common carriers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We offer 29% off list price. See attached for pricing

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Proper contract compliance is the end goal. Stertil-Koni has established procedures and systems in place used in previous contracts and adjusted to meet the increased needs of Sourcewell. These procedures and systems were driven in part to fully comply with existing purchasing contracts, such as Stertil-Koni USA's GSA schedule, which now runs through the Federal Contracts Corporation. Regarding the order processing side of the business, we have multiple checkpoints in place. a) The purchase orders from Sourcewell customers will be reviewed by two different members of the accounting team as well as Sourcewell-related staff. b) All customer purchase orders are also checked for pricing, discounts, and all other terms and conditions before the order is entered into the SAP system. We have implemented this order entry review process to catch pricing and discount anomalies before the order is inputted into our system. c) Finally, we check the invoice for pricing and discount compliance before sending it to the customer. Consequently, if there should be an error in the original quote, an error in the purchase order from the Sourcewell customer, or an incorrect order entry input on Stertil-Koni USA's end, it will be discovered in our billing department before we create the invoice. Regarding sales reporting to Sourcewell and contract fees payable to Sourcewell, we will "tag" all sales arriving from the Sourcewell contract with a unique code in SAP. The tagging will be done in the Order Entry Department. This process is not unique to Sourcewell but is part of all order entries.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Ultimately, the success of the Sourcewell contract can be measured in several ways, seen from the perspective of Sourcewell, the authorized participants, and the end users (customers). For the contract to be truly successful, it must meet the needs and requirements of those three entities. As such, we engage in quarterly exercises to evaluate the program's success primarily seen or determined based on contract dollar value. Obviously, if the contract value is below the expectations of all parties, then by definition, the results have not met the needs of the individual parties. We also engage in customer service surveys to measure the degree of satisfaction with the purchasing process seen from the perspective of delivery, installation, product reliability, and overall satisfaction on the end user's part. One of the best ways to determine growth and success can be measured in the following ways: 1) Is the aggregate dollar value of the contract to the satisfaction of Sourcewell and the contract holder? 2) Has there been substantive growth in the contract values on a quarterly and yearly basis? 3) Have the buyers on the Sourcewell contract expressed satisfaction or dissatisfaction as it relates to the disposition and progress of the contract? These internal metrics are used to evaluate the success and whether eventualities can be improved.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Stertil-Koni proposes an administrative fee of 1.75%, payable to Sourcewell, for contract facilitation, management, and promotion of the Sourcewell contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	SK is a specialist dedicated to selling and servicing heavy-duty (HD) vehicle lifting systems. Early in our development, we initiated the concept of FREEDOM OF CHOICE, the idea being that customers have individual needs as it relates to the type of product they are lifting. Therefore, early on, we wanted to provide every kind of lifting technology and design available in the marketplace. As such, we developed four major product specialties that reflect the totality of what any HD customer may wish or need. The operational characteristics of any particular HD lift often define the particular lift or application the customer may need. SK specializes in six (6) categories of heavy-duty (HD) lifts: • Mobile lifts • In-ground piston-type lifts • Scissor lifts • Platform lifts • Two post Freedom lifts • Heavy-duty 4-post lifts SK provides a wide variety of lifts, and our dealers or distributors install the lifts as they pertain to the individual needs of the Sourcewell customer. Specifically, the product offerings are the following: Mobile lifts: o Earthlift (with Active Energy Retrieval) provides up to 35% more lifting efficiency. This “green” technology saves battery life and is more conducive to protecting the environment. o Capacities are 18,500 lbs. per column and 22,000 lbs. per column. o Captures regenerative power and provides more lifting cycles. o Utilizes an AER (Active Energy Retrieval) system that recharges battery life when the motor reverses direction. o Provides maximum workshop efficiency, allowing additional lifting cycles without recharging. This product can be classified as an “environmental lift” promoting “green” energy, which is particularly attractive to municipalities. o It utilizes 98% recyclable components and biofluids for hydraulics. Standard hydraulic mobile lifts: o Comes available in both wireless and cabled models. o Multi-master system with control panel on every column o Multiple set configurations possible for large workshops—accommodating up to 32 columns in a single set. o Intuitive full color 7” touch screen ebright control and multiple programming features 20 full cycles under full load without recharging for the 18,500 lb. capacity column. Easy recharging from any standard 110-volt outlet Platform lifts o Premium platform lifting with true vertical rise with no cross beams and obstacle- free easy access. o Complete safety with locking from floor level. o Unique half-scissor design which requires no significant loading on the concrete since forces are absorbed into the half-scissor. o Weather-resistant galvanized Washbay model for indoor or outdoor use. o Complete lifting flexibility: articulated buses, trucks with semi-trailers, and articulated units. o Available in tandem configurations o Wide range of models, both surface and semi-flush and fully flush mounted, and platform lengths from 20 to 48 feet. 2-post Freedom lifts o Flexible, easy access without overhead beams or floor plates. o Stable and fully integrated base plate design o Smooth and controlled lifting with a synchronized electronic double hydraulic

		system. o Maximum lifting versatility and a wide variety of telescopic lifting arms. o Safe, independent locking system engages at 8” Heavy-Duty 4-post lifts o Capacities 50,000 lbs and 66,000 lbs. o Traditional 4-post lifts with standard drive platform configurations o Suitable for a wide fleet of vehicles: articulated buses, trucks with semi-trailers o Platform lengths available from 20’ to 38’ o Available in tandem configurations In-ground piston Diamond Lift o 64,000 lbs up to 140,000 lbs. o “Continuous Recess” version suitable for low clearance vehicles: flush with the floor o Fully hydraulic system with double telescopic pistons o Available in 2, 3, or 4-piston configuration. o No electrics or hydraulics in the pit area o Galvanized Ultra-High endurance DiamondGuard o Cassette or frame model available—customer’s choice In-ground Scissor ECOLIFT o Unique shallow 34” depth design o Reduced installation costs—50% shallower than traditional in-ground lifts o Fully hydraulic system with robust cylinders o Continuous recess for easy accessibility and convenience for low-clearance vehicles o Available in 2, 3, or 4 scissor configuration o Relocatable to a different facility Full range of shop equipment Conceptually, vehicle lifts allow the mechanic to raise heavy-duty vehicles. Once the vehicles are elevated, individual components must be removed. That includes gas tanks, tires, front-end assemblies, exhaust, etc. The purpose of shop equipment is to isolate and remove individual components so that mechanics can perform more exact and specific individual repairs on components. o SKWD 500 1,000 lbs. capacity o Foldable support stands (18,500 lbs. and 26,500 lbs.) o Heavy-duty transmission jack (3,500 lbs) o Various portable hydraulic jacks o High Lift wheel dolly to remove individual tires from vehicle. Please note that each product offering may require installation, and the SK distributors are fully certified and trained to achieve any individual requirement anywhere in the USA and Canada.	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Stertil-Koni's product line can best be described as heavy-duty vehicle lifting systems, shop equipment, hoists, related accessories, and ongoing fleet servicing equipment for government, municipalities, and education entities.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Vehicle lifts	(•) Yes ( ) No	Our product range includes mobile column lifts and inground lifts - including piston lifts and scissor lifts - as well as 2-post lifts, 4-post lifts, platform lifts, and more.	*
72	Diagnostic equipment	( ) Yes (•) No	SK does not sell diagnostic equipment.	*
73	Stationary air compressors and ventilation systems	( ) Yes (•) No	SK does not sell air compressors or ventilation systems.	*
74	Garage tooling and equipment	(•) Yes ( ) No	Our expansive lineup of shop equipment, includes support stands, transmission jacks, wheel dollies, floor jacks, and more.	*
75	Vehicle wash systems	( ) Yes (•) No	SK does not sell vehicle wash systems.	*
76	Related parts, supplies, and accessories related to the offering of 71 - 75 above	(•) Yes ( ) No	SK stocks parts and accessories for all products that we sell.	
77	Installation, repair, and maintenance services related to the offering of 71 - 75 above	(•) Yes ( ) No	SK product installation, repair, and maintenance services are provided by our 28 exclusive distributor network.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Stertil-Koni Sourcewell Contract #121223 Price List 2023 Edition 1.pdf - Tuesday December 12, 2023 11:49:32
- Financial Strength and Stability - Attachment 1 - Financials.zip - Tuesday December 12, 2023 11:52:49
- Marketing Plan/Samples - Attachment 7 - Marketing Samples.zip - Tuesday December 12, 2023 13:44:59
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Attachment 9 - Warranty.pdf - Tuesday December 12, 2023 13:45:35
- Standard Transaction Document Samples - Attachment 10 - Term and Conditions.pdf - Tuesday December 12, 2023 13:45:58
- Upload Additional Document - Attachment 2-6,8 Various.zip - Tuesday December 12, 2023 13:48:20
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kellie Hibble, Administrative Sales Manager, Stertil-Koni USA, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_121223_Vehicle_Lifts Wed November 15 2023 03:04 PM	☑	1
Addendum_1_RFP_121223_Vehicle_Lifts Tue November 14 2023 04:21 PM	☑	2

QUOTE

Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville, MD 21666
(410) 643-9001

Quote #: SK-95
Date: 25 Aug 2026
Expires: 24 Sep 2026
RSM: Brian Myles

Billing Address
City of Kissimmee, FL
Jon-Eric Santiago
100 North Alaska Avenue, Kissimmee, FL, USA
jon.santiago@kissimmee.gov
14074735518

Shipping Address
City of Kissimmee, FL
Jon-Eric Santiago
100 North Alaska Avenue, Kissimmee, FL, USA
jon.santiago@kissimmee.gov
14074735518

Contract: Sourcewell Contract #121223-SKI

Subcontract: Contract #

Part	Description	Qty	Price	Discount	Line Total
ST-1085-2FRA	ST1085 MODELS, EARTHLIFT EBRIGHT CONTROLS WITH SYNTHETIC FIXED FRONT WHEELS Set of 4 - 74,000lbs capacity, 24 volts DC, control box on every column. Adj forks	2	$92,938.97	32%	$126,397

Subtotal	$126,397
Tax (0%)	$0
Shipping	$4,500
Grand Total	$130,897

Comments

Sourcewell Member Account # 44339

Local Distributor

Distributor Account: Heavy Duty Lift & Equipment, Inc.
Distributor Contact: Thor Merrow

Email: thor@heavydutylift.com
Phone: 16786621858

Standard Terms and Conditions

1. Purchase Orders MUST be issued to Stertil- Koni USA, Inc., not the Local Distributor. Please submit Purchase Orders to orders@stertil-koni.com.
2. Purchase Orders must be issued on a company letterhead and must contain contact information, billing address, shipping address, phone number, and email.
3. Purchase Orders must reference the quote number, item numbers, pricing, quantities, and applicable contract information shown on this quote.
4. Product availability and proposed delivery date will be confirmed after receipt of order.
5. Stertil-Koni is responsible for collecting sales tax in the following states: CA, FL, HI, MD, NY, and WA. Customers outside of these states are responsible for any applicable sales or use tax.

ITEM 7.Q
Disposal of City Assets

Request

Approval to dispose of the asset items detailed in the attached report.

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items included on the attached list.

The items included on the attached list are slated to be auctioned, junked, sold or scrapped and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. online auction unless otherwise desired by other local governments for purchase at fair market value.

Recommendation

Staff recommends Commission approval to remove these items from the City’s equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance
Presenter:

Attachment(s):
1. September 2026 Asset Disposals

City of Kissimmee
Surplus Property Auction List
Sep-26 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
SW096	3/4 TON TRUCK SW096		1FTSW20578EB33934	20118

City of Kissimmee
Surplus Property Auction List
Sep-26 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FIRE	TFLK45 IMAGING CAMERA		72212778	25291
PARKS	BROWN ROUND TABLE 1			N/A
PARKS	BROWN TRASH CANS 2			N/A
PARKS	COMMUNICATION RADIOS 12			N/A
PARKS	SPEAKERS 2			N/A
PARKS	FAX/PRINTER (DELL) 1			N/A
PARKS	CLEANER CART 1			N/A
PARKS	SOAP DISPENSERS 4			N/A
PARKS	LADDER 1			N/A
PARKS	SCRUBBER PADS 16			N/A
PARKS	CORNER DESK 1			N/A
PARKS	CARPETS(RED) 3			N/A
PARKS	LIBRARY PICTURE 1			N/A
PARKS	CIVIC CENTER PICTURE 1			N/A
PARKS	HAND SANTIZER DISPENSER 2			N/A
PARKS	WOODEN TABLES 2			N/A
PARKS	TYPEWRITTER 1			N/A
PARKS	TRASH CANS 6			N/A
PARKS	TOLIET SEAT COVERS 1box			N/A
PARKS	BLUE TRASH CANS 1			N/A
PARKS	DESK-WOODEN			N/A
PARKS	RUBBER MATS 2			N/A
PARKS	BLACK CABINET			N/A
PARKS	TVS 3			N/A
PARKS	MAGAZINE RACK-WOOD 1			N/A
PARKS	PURPLE CHAIRS(WHEELS) 2			N/A
PARKS	MAROON CHAIRS (WHEEL) 4			N/A
PARKS	PORTABLE STAGE 2			N/A
PARKS	EMPTY BINDERS 10			N/A
PARKS	HALF TABLES-SWEET HEART TABLE 1			N/A
PARKS	4 FILING CABNET 1			N/A
PARKS	SPEAKER STANDS 4			N/A
PARKS	MIC STAND 1			N/A
PARKS	TEMPATURE SCANNING KIOSK 3			N/A

PARKS	BOX OF PRODUCTIONS CORD 1			N/A
PARKS	METAL POSTER FRAMES			N/A
PARKS	MEGA-LITE FOLLOW BOX 1			N/A
PARKS	STORM CASE 1			N/A
PARKS	ERISAL 4			N/A
PARKS	TACKLE BOX A/V 4			N/A
PARKS	COMPACT BASE MIC STAND 1			N/A
PARKS	DVD CD PLAYER 1			N/A
PARKS	DIVERSITY RECIVER 1			N/A
PARKS	6FT TABLES 10			N/A
PARKS	WIRE DIVIDER WALL MOUNT 1			N/A
PARKS	MARQUEE SIGNS 3			N/A
PARKS	DESK 1			N/A
PARKS	SHELVING UNIT 1			N/A
PARKS	STAGE PANELS 14			N/A
PARKS	GLASS BASKETBALL BACKBOARDS 3			N/A
PARKS	BADMINTON POST 1			N/A
PARKS	BASKETBALL BOTTOM 4			N/A
PARKS	VOLLEYBALL NET 4			N/A
PARKS	BASKETBALL RIM 2			N/A
PARKS	BASKETBALL 2			N/A
PARKS	VOLLEYBALL POST 4			N/A
PARKS	SCORE BOARDS 2			N/A
PARKS	PADDING 6			N/A
PARKS	LARGE TRASH CANS 1			N/A
PARKS	SMALL TRASH CANS 2			N/A
PARKS	VACCUUM 1			N/A
PARKS	TRASH CANS 2			N/A
PARKS	COCKTAIL TABLES 1			N/A
PARKS	ROLLING DESK CHAIRS 2			N/A
PARKS	FIRE ALARM SYSTEM 1			N/A
PARKS	WHITE BOARDS 1			N/A
PARKS	CHAIRS 3			N/A
PARKS	LARGE FILING CABINET 1			N/A
PARKS	COMPUTER MONITORS 6			N/A
PARKS	PRINTER 1			N/A
PARKS	SCANNER 1			N/A
PARKS	CASH REGISTERS 8			N/A
PARKS	COMPUTER BASE 2			N/A
PARKS	BROTHER PRINTER 1			N/A

PARKS	FILING CABINET 1			N/A
PARKS	TACKLE BOXES 6			N/A
PARKS	LAUNDRY DETERGENT 2			N/A
PARKS	PROBLEND BREAK OUT 1			N/A
PARKS	NAPKIN DISPOSIBLE 1			N/A
PARKS	GRAY BIN 2			N/A
PARKS	BLACKHAWK TOOL 1			N/A
PARKS	HOSE/WM PRESSOR 1			N/A
PARKS	SMALL TOOL CABINET 1			N/A
PARKS	BOLT ORGANIZER 1			N/A
PARKS	LASER 1			N/A
PARKS	TRIMMER 1			N/A
PARKS	MOP SET 1			N/A
PARKS	XTREME BOX 3			N/A
PARKS	PROBLEND BREAK OUT 3			N/A
PARKS	STAGE LEGS 6			N/A
PARKS	STAGE PANELS 9			N/A
PARKS	ARENA STAIRS 3			N/A
PARKS	STAGE RAILING 12			N/A
PARKS	METAL BASES 20			N/A
PARKS	METAL STAGE FEET 15			N/A
PARKS	HURRICANE SCREENS 3			N/A
PARKS	TRASH CANS 6			N/A
PARKS	DISPLAY BOARD 1			N/A
PARKS	WOOD DOOR 1			N/A
PARKS	ROLLING BARRIER 1			N/A
PARKS	8FT WOODEN TABLES 65			N/A
PARKS	TALL ROLLING LATTER 1			N/A
PARKS	6FT PLASTIC TABLES 5			N/A
PARKS	YELLOW TRASH CAN 1			N/A
PARKS	BATTERY 2			N/A
PARKS	GAS TANK 1			N/A
PARKS	SMALL TOOL CARRIER(ORANGE) 1			N/A
PARKS	SMALL TOOL ORGANIZER 2			N/A
PARKS	BLACK CASE 1			N/A
PARKS	BOX SOAP DISPENSERS 1			N/A
PARKS	MISCELLANEOUS GARDEN TOOLS 1			N/A
PARKS	CAGE W/ LINENS/COVERS(SHEER WELDERS) 1			N/A
PARKS	SAFE 1			N/A
PARKS	COMPRESSOR MCCANNS			N/A

PARKS	CRAFTSMAN CASE 1			N/A
PARKS	HYDRAULICALLY DESIGNED SPRINKLER SYSTEM			N/A
PARKS	SHARP STRIP 1			N/A
PARKS	SLOAN SINK SENSOR 1			N/A
PARKS	12 ED BANQUET CHAIRS 237			N/A
PARKS	SHREDDER 1			N/A
PARKS	BROTHER PRINTER 1			N/A
PARKS	SPINNER WHEEL 1			N/A
PARKS	SCORE BOARD CONTROL 1			N/A
PARKS	TRAFFIC CONES 9			N/A
PARKS	TYPE 2 BARRICADES 7			N/A
PARKS	STAGE PANELS AND FLOORING 11 pallets			N/A
PARKS	RISERS STAGE 9			N/A
PARKS	STAGE STAIRS 4			N/A
PARKS	COCKTAIL TABLES 1			N/A
PARKS	SCHOOL BAY TABLES 3			N/A
PARKS	STAGE VAMP 1			N/A
PARKS	GRAY BARRICADE COVERS 12			N/A
PARKS	TOP OF TENT 1			N/A
PARKS	2 DRAWER FILLING CABINET 1			N/A
PARKS	METAL BARRIER 1			N/A
PARKS	LADDER 2			N/A
PARKS	PODIUM 1			N/A
PARKS	GREY CHAIRS 70			N/A
PARKS	BLACK METAL CASH DRAWER 2			N/A
PARKS	INDOOR SURVALIENCE CAMERA 1			N/A
PARKS	SENTRY SAFE GUN SAFE 1			N/A
PARKS	METAL SHELVING 3			N/A
PARKS	METAL WIRE CAGE 1			N/A
PARKS	RING 2			N/A
PARKS	MIRRORS 4			N/A

City of Kissimmee
Surplus Property Auction List
Sep-26 CANNIBALIZED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FIRE	MOTOROLA PORTABLE RADIO APX7000XE		5562CRF0043	23510

ITEM 7.R
General Pension Board Ministerial Appointment

Request

Request Commission ministerial approval of the appointment of Janin Butler as the seventh member of the General Pension Board of Trustees. Janin Butler's current term is set to expire on September 30, 2026.

Explanation

As is written in the City Code, the General Pension Board has a seventh member (Trustee) who shall be chosen by a majority of the previous six (6) Trustees and shall be a legal resident of the City or own a business located in the City. The seventh person shall not be a member of the plan, a retiree, or an employee or an officer of the City or Toho Water Authority. The seventh Trustee shall be ratified by the City Commission and have the same rights of each of the other six (6) Trustees who have been appointed or elected. This position will serve a two-year term unless vacated sooner.

If approved, Ms. Butler's new term will expire September 30, 2028.

Recommendation

Staff and the General Pension Board recommend approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):
None

ITEM 7.S
Toho Water Authority Board Reappointment

Request

City Commission approval to reappoint Supervisor Henry Thacker to the Toho Water Authority Board.

Explanation

Toho Water Authority Board of Supervisors member Henry Thacker's term is due to expire September 30, 2026. A letter provided by Todd Swingle, CEO/Executive Director of Toho Water Authority is attached. The letter requests the reappointment of Supervisor Henry Thacker for a third and final term (October 1, 2026, to September 30, 2029).

Recommendation

Approval to reappoint Supervisor Henry Thacker.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):
1. Reappointment request - Henry Thacker - City of Kissimmee

Toho Water Authority

bringing you life's most precious resource

951 Martin Luther King Blvd., Kissimmee, FL 34741
Tel: 407-944-5000
www.tohowater.com

August 10, 2026

Mr. Mike Steigerwald
City Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Re: Toho Water Authority Board of Supervisors – Term Expiration for Supervisor Thacker

Dear Mike,

The purpose of this letter is to request that the City of Kissimmee Commission consider reappointment of Supervisor Henry Thacker for a third, and final, term (October 1, 2026 to September 30, 2029) for the Toho Water Authority Board of Supervisors.

Mr Henry Thacker is presently serving in the position of Board Chairman and I have spoken to Mr Thacker who confirmed his interest in continuing to serve on Toho's Board of Supervisors.

If you need additional information, please feel free to contact me.

Sincerely,

Toho Water Authority

Todd Swingle

CEO/Executive Director

cc. Henry Thacker, Board Chairman, Toho Water Authority

ITEM 7.T
Police Pension Board Reappointment

Request

Approval to reappoint Kristen Camero to the Police Pension Board

Explanation

Police Pension Board Member Kristen Camero's term is set to expire on September 30, 2026, and is seeking reappointment. If reappointed, Ms. Camero will serve a new two (2) year term. Pursuant to city code the police pension board is made up of five board members with two members appointed by the city commission. Ms. Camaro's is a city resident and fills one of the two positions appointed by the city commission.

Recommendation

The Commission is requested to reappoint Kristen Camero to the Police Pension Board.

REQUESTED CITY COMMISSION ACTION:

Department: City Manager
Presenter:

Attachment(s):
None

ITEM 7.U
Acceptance of HUD Section 108 Loan Guarantee for the Haven on Vine

Request

Request acceptance of the U.S. Department of Housing and Urban Development's (HUD) offer of a Section 108 Loan Guarantee in the amount of $4,000,000; authorization for the Mayor to execute the Community Development Block Grant (CDBG) Federal Award Agreement (Grant #CDBGGEN25); and authorization for the City Manager, or designee, to execute any related documents.

Explanation

On January 20, 2026, the City Commission approved the intent to submit a Section 108 Loan Application to the U.S. Department of Housing and Urban Development (HUD) to support the rehabilitation of the Haven on Vine Apartments. The original application, approved by the City Commission through the Substantial Amendment process, requested $3,000,000 in Section 108 loan funds. On June 16, 2026, the City Commission approved an amendment increasing the requested amount to $4,000,000.

The Section 108 Loan Guarantee Program is the loan guarantee component of the Community Development Block Grant (CDBG) program. Through the program, HUD provides communities access to financing for eligible community development activities such as the major renovations needed to rehabilitate the Haven on Vine.

HUD has subsequently approved the City's application and issued an Offer of Commitment and Federal Award Agreement for Section 108 Loan Guarantee assistance. The approved assistance provides for HUD's guarantee of notes or other obligations issued by the City in an aggregate principal amount not to exceed $4,000,000, plus applicable interest, to finance eligible activities identified in the City's approved Section 108 Loan Application for the Haven on Vine rehabilitation project.

Acceptance of HUD's commitment is an important milestone in the financing process; however, acceptance does not constitute receipt or expenditure of the $4,000,000. Following acceptance, the City must complete HUD's applicable Section 108 closing requirements, execute the required financing and security documents, satisfy conditions precedent to funding, and complete the process necessary for issuance of the HUD-guaranteed obligations.

Section 108 proceeds will be restricted to eligible activities authorized under the approved application and will remain subject to applicable HUD and CDBG requirements. The City will be responsible for repayment of the guaranteed obligations in accordance with the final financing documents and repayment schedule.

Following execution of the Federal Award Agreement by the Mayor, the City Manager, or designee, will be authorized to execute related documents and take the administrative actions necessary to complete the Section 108 financing and closing process. No Section 108 proceeds will be available for expenditure until the applicable HUD closing and funding requirements have been satisfied.

Recommendation

Approve acceptance of the $4,000,000 HUD Section 108 Loan Guarantee, authorize the Mayor to execute the Federal Award Agreement, and authorize the City Manager, or designee, to execute

related documents and take such administrative actions as may be necessary to effectuate the award and complete the Section 108 financing and closing process, subject to legal review and approval.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Development Services
Presenter:

Attachment(s):
1. (S) FederalAwardAgreement_KissimmeeFL_B-25
2. OfferCommitLetter_KissimmeeFL_B-25

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: City of Kissimmee 101 Church Street, Ste. 120 Kissimmee, FL 34741	12. Assistance listing number and title: • 14.248 Community Development Block Grants Section 108 Loan Guarantees
2. Recipient's Unique Entity Identifier: DPHBBJP7RHY3	13. Amount of federal funds obligated by this action: $ 4,000,000
3. Tax Identification Number: 35-6001054	14. Total amount of federal funds obligated: $ 4,000,000
4. Federal Award Identification Number (FAIN): B-25-MC-12-0051	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☐ Cooperative agreement ☐ Loan Guarantee ☒	16. Total federal award amount, including approved cost sharing: $4,000,000
6. Period of performance start and end date: N/A	17. Budget approved by HUD: N/A
7. Budget period start and end date: N/A	18. Fiscal year: 2026
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5308
9. Indirect cost rate (per § 200.414): N/A	20. Applicable appropriations act(s): P.L. 119-75, February 3, 2026
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Administering official name and contact information: B. Cory Schwartz, Deputy Director, Office of Block Grant Assistance	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The Section 108 Loan Guarantee is the loan guarantee component of the CDBG program. Under this program, HUD offers communities a source of financing for certain community development activities, such as housing rehabilitation, economic development, and large-scale physical development projects. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Section 108 Loan Guarantee program statute under 42 U.S.C. 5308, the program regulations at 24 C.F.R. part § 570 (each, as now in effect and as may be amended from time to time) and all other applicable federal laws and regulations pursuant to Section B below, Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The Recipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200.*

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters.* If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☐ Attached ☒

For the U.S. Department of HUD (name and title of authorized official) Bryan W. Horn, Deputy Assistant Secretary for Grants Programs	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

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ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Borrower shall not use Guaranteed Loan Funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Borrower agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Borrower certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Borrower shall not use any Guaranteed Loan Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment;

5. Notwithstanding anything in the submissions for title I assistance, including the application for Guaranteed Loan Funds, this Commitment and Guaranteed Loan Funds shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Borrower must administer its Guaranteed Loan Funds in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No Borrower that receives Guaranteed Loan Funds may use those funds in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Borrower must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients or business borrowers for Guaranteed Loan Funds on the same basis as any other organization. Borrowers may not, in the selection of subrecipients or business borrowers, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

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ADDENDUM 2. SECTION 108 LOAN GUARANTEE COMMITMENT REQUIREMENTS

Assistance Listing 14.248, Community Development Block Grant Section 108 Loan Guarantees

1. *Borrower:* City of Kissimmee

2. *Borrower's Address*: 101 Church Street, Ste. 120, Kissimmee, FL, 34741

3. *Amount of Section 108 guaranteed loan funds committed to the Borrower(s) (Commitment)*: $4,000,000

4. *Conditional Commitment:* HUD shall guarantee notes or other obligations by the Borrower in an amount up to the Commitment shown, subject to the terms and conditions of this agreement.

5. *Incorporation into CDBG Program Federal Award Agreement.* This Commitment, the Application for Section 108 Loan Guarantee Assistance, and all agreements, schedules, and other documentation now or hereafter required for submission or execution therewith, including any promissory notes made by Borrower and any contracts for loan guarantee assistance executed in connection with the Commitment, are incorporated into the Federal Award Agreement for CDBG program grant funds made pursuant to title I of the Housing and Community Development Act of 1974, as amended, with the FAIN B-25-MC-12-0051.

6. *Form of Note and Contract*: HUD's guarantee of notes of or other obligations by the Borrower is contingent on use of a HUD-prescribed form of note and a Contract for Loan Guarantee Assistance provided by the Secretary of Housing and Urban Development (the "Secretary").

7. *Commitment Expiration*. In the event the Borrower fails to submit notes or obligations for inspection and guarantee by the Secretary before September 30th, 2028, this commitment will terminate and expire as of such date.

8. *Applicable Fee.* The Borrower is required to pay a fee of 0.58% of the principal amount of the loan guaranteed and advanced under this Commitment to cover the credit subsidy costs as announced in the *Federal Register* on November 19, 2025 (90 FR 51992).

9. *Repayment Schedule.* The Borrower's repayment schedule for the Section 108 guaranteed debt obligation, as defined in 24 C.F.R. 570.701, must be acceptable to the Secretary and approved in writing.

10. *Additional Security.* Pursuant to 24 C.F.R. 570.705(b)(3), additional security shall be provided for the guaranteed loan, and such additional security must be acceptable to the Secretary. The additional security shall be identified in the Contract for Loan Guarantee Assistance specified by 24 C.F.R. 570.705(b)(1), which will be executed at the time the guaranteed obligations are issued.

11. *Form HUD-2880.* Prior to submitting notes or other obligations for inspection and guarantee by the Secretary, the Borrower shall submit information required under Section 102(b) of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545). This information shall be submitted on Form HUD-2880 to HUD Jacksonville Field Office.

12. *Pre-award Costs.* Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved as part of the Section 108 Contract for Loan Guarantee Assistance.

13. *Public Use.* The Borrower shall ensure that no Section 108 Guaranteed Loan Funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

14. *Prohibition on Selling, Trading, and Transferring Funds.* No entity that directly or indirectly receives Section 108 Guaranteed Loan Funds may sell, trade, or otherwise transfer all or any such portion of such funds to a metropolitan city, urban county, unit of general local government, or insular area in exchange for any other funds, credits or non-Federal considerations, and must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

15. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Borrower may not obligate or expend Section 108 Guaranteed Loan Funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

16. *Loan Guarantee Acceptance Provisions for Borrower***.** The Borrower hereby accepts and agrees to comply with the terms and conditions of the Federal Award Agreement executed by the Department of Housing and Urban Development in connection with the Commitment under the FAIN(s) B-25-MC-12-0051, except that each reference to "Recipient" shall apply equally to the Borrower and each reference to "Grant," "grant," or "grant fund," shall apply equally to Section 108 Guaranteed Loan Funds. The Borrower also agrees to comply with applicable regulations and other requirements of HUD, now or hereafter in effect, pertaining to the assistance provided it.

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Additional Requirements:

N/A

Signature for the U.S. Department of Housing and Urban Development:

(name and title of authorized official)	Signature	Date
Bryan W. Horn, Deputy Assistant Secretary for Grants Programs		

Signature of Borrower:

(name and title of authorized official)	Signature	Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

The Honorable Jackie Espinosa
Mayor of Kissimmee
101 N. Church Street
Kissimmee, FL 34741

Subject: Section 108 Loan Guarantee – B-25-MC-12-0051
Haven on Vine Project
Offer of Commitment

Dear Mayor Espinosa:

Congratulations! I am pleased to inform you that the City of Kissimmee (hereafter, the "City") request for loan guarantee assistance under Section 108 of the Housing and Community Development Act of 1974 (the "Application"), as amended, has been approved. This assistance is to consist of the guarantee of notes or other obligations in the principal amount of $4,000,000, plus interest thereon, which shall be issued to finance activities described in the Application for the Haven on Vine project. Enclosed with this letter is the Federal Award Agreement (the "Agreement") for the guaranteed loan funds, which will be administered under grant number B-25-MC-12-0051.

The date that HUD signs the Agreement is the date on which the funds are obligated. This offer of commitment ("Commitment") is subject to the terms and conditions specified in the Agreement. Please be aware, as a recipient and a borrower, the City is responsible for ensuring that guaranteed loan funds are used in accordance with all applicable program requirements. By executing the Agreement, the City is bound to use the guaranteed loan funds to carry out the funded activities in accordance with all applicable Federal statutes, regulations, Federal Register publications, and award terms and conditions that apply to those funds and activities.

HUD recognizes that some federal courts have issued injunction orders which impact certain CPD Federal Award/Grant Agreements. To preserve all legal rights and defenses, the enclosed agreement contains the same conditions at issue in those orders. For grantees who are plaintiffs covered by those orders or for non-plaintiff grantees who are otherwise covered by those orders, be advised that HUD will comply with all applicable injunction orders and will not implement or enforce the challenged conditions consistent with those orders while those orders are in effect. This will include HUD disregarding any required "certifications" or "compliance" statements as covered by those orders. Accordingly, kindly return an executed copy of the Federal Award/Grant Agreement, as discussed below, and HUD will make grant funds at issue in your agreement available. Please be further advised that should the injunction order that currently prohibits HUD from enforcing the challenged conditions as to your grant or award be stayed, dissolved, or reversed, the agreement, with the challenged conditions, will become effective.

Please sign the enclosed copy of the Federal Award Agreement and return an electronic copy as a Portable Document Format (pdf) file to your assigned loan officer, Erik Pechuekonis, erik.s.pechuekonis@hud.gov. The original signed copy should be retained for your files.

Please do not hesitate to reach out if we can support you in the use of the City's Section 108 funds. Please contact Jorge L. Morales, Loan Origination Team Lead, Financial Management Division, at (202) 402-7175 if you need assistance.

Sincerely,

BRYAN HORN

Digitally signed by: BRYAN HORN
DN: CN = BRYAN HORN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Community Planning and Development
Date: 2026.08.18 16:54:08 -04'00'

Bryan W. Horn
Deputy Assistant Secretary
for Grants Programs

Enclosures

ITEM 8.A
(VSCRA) Vine Street Community Redevelopment Agency 2026 Redevelopment Plan Amendment

Request

Approval to forward the proposed 2026 Vine Street Community Redevelopment Plan Amendment to the City of Kissimmee Planning Advisory Board, acting as the designated Local Planning Agency (LPA), for review and recommendations regarding its consistency with the City's Comprehensive Plan pursuant to Section 163.360(4), Florida Statutes.

Explanation

In 2012, the City of Kissimmee City Commission established the Vine Street Community Redevelopment Agency (VSCRA) and adopted its initial Master Redevelopment Plan to transform the US 192/Vine Street corridor from a low-density, commercial strip into a series of pedestrian-friendly, mixed-use urban villages. Since adoption, several public and private investments have advanced this vision—including Form-Based Code implementation, corridor landscaping and lighting enhancements, and FDOT multi-modal safety projects.

To address evolving market conditions, eliminate remaining blighted conditions, and establish a clear 10-year action plan, the VSCRA contracted GAI Consultants, Inc. (Contract #20240342 / RFP2024-002) to prepare a comprehensive Redevelopment Plan Update.

Following extensive public engagement, stakeholder workshops, and technical analysis, GAI Consultants completed the 2026 Vine Street Community Redevelopment Plan. Key components and priorities of the updated plan include:
Catalyst Site Assembly & Redevelopment Concepts: Identification of 3 to 5 primary catalyst sites suitable for land assembly, public-private partnerships (P3), master stormwater retention, and visual renderings for high-density mixed-use development.

1. Corridor Revitalization & Motel/Retail Strategy: Actionable strategies to incentivize the acquisition, adaptive reuse, or complete redevelopment of aging, underutilized hotels/motels and commercial plazas.
2. Multi-Modal Infrastructure & Connectivity: Detailed capital improvement programs focusing on streetscaping, transit integration, traffic-calming, and pedestrian/bicycle network enhancements.
3. Implementation Framework & Economic Development: A phased 10-year financing and execution schedule leveraging Tax Increment Financing (TIF), grant programs, and private capital resources.

Following the CRA Board's presentation, the next step in the adoption process is to present the proposed 2026 Vine Street Community Redevelopment Plan Update to the Planning Advisory Board (PAB), acting as the Local Planning Agency (LPA). During this review, the PAB will formally evaluate the update to confirm it is fully consistent with the Goals, Objectives, and Policies of the City of Kissimmee Comprehensive Plan before issuing its recommendation back to the Board.

The consultant will present the key details and objectives of the plan.

Recommendation

City of Kissimmee

Approval to forward the proposed 2026 Vine Street Community Redevelopment Plan Amendment to the City of Kissimmee Planning Advisory Board, acting as the designated Local Planning Agency (LPA), for review and recommendations regarding its consistency with the City's Comprehensive Plan pursuant to Section 163.360(4), Florida Statutes.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Samia Singleton

Attachment(s):
1. 2026 Vine Street CRA Plan_August 2026
2. Vine St CRA Plan Update_Final Plan Presentation_August 2026

VINE STREET
COMMUNITY REDEVELOPMENT AGENCY

2026 Redevelopment Plan

August 6, 2026



Prepared for:

VINE STREET
COMMUNITY REDEVELOPMENT AGENCY

Economic Development Department and Vine Street Community Redevelopment Agency
101 Church Street, 5th Floor
Kissimmee, Florida 34741

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Acknowledgments

The preparation of the 2026 Vine Street Community Redevelopment Agency (CRA) Plan update reflects the dedication and collaborative efforts of many individuals committed to the continued revitalization and prosperity of the Kissimmee community.

City Commission

We extend our sincere appreciation to the Vine Street CRA Board for their leadership and vision:

- Jackie Espinosa, CRA Board Chairperson
- Angela Eady, CRA Board Vice Chairperson
- Janette Martinez
- Noel Ortiz
- Carlos Alvarez III

City and CRA Leadership

We also acknowledge the contributions of key City leadership and CRA staff whose expertise and support were instrumental in shaping this Plan:

- Mike Steigerwald, City Manager
- Craig Holland, Development Service Director
- David Rodriguez, Economic Development Director
- Samia Singleton, Community Redevelopment Agency Manager
- Benjamin Burnett, Redevelopment Planner

City of Kissimmee Staff

We extend our appreciation to all City staff members who shared their insights and feedback throughout working sessions, focus group meetings, and community outreach events.

- Ashley Cornelison | Long Range Planner
- Jack Flanary | Community Service Officer
- John Hambley | Planning Department
- Lacey Santone | Police Department Sargent
- Mark Vasquez | Code Enforcement
- Shaun Germolus | Director of Aviation – Kissimmee Airport
- Yolanda Claudio | Business Development Specialist

Working Group Members

Special thanks to the working group members who helped guide the plan process:

- Abigail Wagner | Orlando Economic Partnership
- Andrew Harrell | Osceola Chamber
- Arvind Nandu | Business and Landowner
- Elisha Dyer | Bike Walk Central Florida
- John Newstreet | Osceola Chamber
- Dr. Lancelot Gooden | Valencia College
- Kimberly Murray| Osceola History
- Minette Elias Perez | Business Owner
- Nicholas Gonzalez | Osceola County
- Nikhil Nandu | Business and Landowner
- Omar Botia | Business Owner
- Pedro Turushina | Hispanic Chamber of Metro Orlando
- Suzanna Fernandez | Property Manager
- Taylor Laurent | MetroPlan Orlando

Focus Groups and Community Meetings Participants

We thank all community members who participated in the focus groups and community meetings.

- Aaron Haderle
- Abigail Wagner
- Ava Mongli
- Amanda Cruz
- Amaryllis Rivera
- Angel Coba
- Angela Potraza
- Arnaldo E. Cruz
- Arvin Nandu
- Ashley Guss
- Breana Lambert
- Brian Camacho
- Bryan Montoya
- Carrie Read
- Charles Abbatantuono
- Cheryl Grieb
- Cliff Tamplin
- Christina Morris
- Cynthia Franklin
- David Bilby
- David Chivers
- Diana Marrero Pinto
- Donna Leiba Gough
- Emmanuel Santiago
- Esther Vargas
- Frances Sledge
- Frank Herring
- Freddy Recio
- Gael P Rlou
- Gary Makschua
- Isabel Sanchez
- Ivan Villegas
- Jeff Sizemore
- Jennifer Soto
- JF Slate
- John Ramirez
- Johanna Recio
- Jose I. Bosque
- Juan Lopez
- Jordan Rivera
- Karen Johnson
- Kimberly Flores
- Lacey Santone
- LaVell D. Monger
- Larry Mattery
- Lizbeth Walker
- Lourdes Ocasio Cruz
- Lynda Roth
- Marcelo Cande Rosa
- Maria Virginia Garna
- Maria Landria
- Mari I. Rivera
- Maria Londria
- Maricarmen Leebrador
- Marilyn Cortes Lovato
- Mario Restrepo
- Matt Libby
- Megan Marino
- Melissa Vallejo
- Michael Cruz
- Michael Wagner
- Minette Elias
- Nick Nandu
- Omar Botia
- Patrick Fisher
- Raphael Lebron
- Richard Rodriguez
- Ruben Gollo
- Rubin Anderson
- Ruth Mendez
- Sheila Honeycutt
- Shiv Shahil
- Sonia Caklerm
- Salvador Santana
- Sthefany Morin
- Shiv Shulti
- Sonia Calderón
- Suzanna Fernadez
- Teresa Bloom
- Tiffany Jeffers
- Veronica Malolos
- Vince Dyer

The collective efforts of all participants helped ensure that this Plan reflects the community's aspirations and provides a clear, actionable path forward for the Vine Street CRA through 2042.

Plan Update Process & Adoption

Plan Update Process

The Community Redevelopment Agency (CRA) Plan update was conducted through a four-phase process, initiated in early 2024 and concluding in summer 2026. It was designed to integrate technical analysis with ongoing community and stakeholder engagement. The four phases included: Initiation, Assessment and Evaluation, Plan Development, and Final Plan.

Phase 1: Initiation

The process began with the Initiation phase, which focused on establishing project goals, scope, and expectations. This phase included an initiation meeting that launched the project, followed by the release of an interactive StoryMap to share information with the public. During this phase, a Working Group was established as an advisory committee to guide both the Plan update process and its outcomes. The Working Group's first meeting served as the project kick-off and included a tour of the CRA to familiarize members with existing conditions. This group was convened at the following project phases to ensure continuous input, informed decision making, and alignment with community priorities.

Phase 2: Assessment and Evaluation

Assessment and Evaluation was the second phase, in which existing conditions, previously adopted plans, and market dynamics were examined to inform data-driven decision making. Key technical deliverables, including an Area Assessment and Evaluation as well as a Market Analysis, were prepared during this phase. Community and stakeholder input played a central role in shaping this work, and was gathered through focus groups, a community meeting focused on identifying priorities and opportunities, and a second working group meeting that further refined key issues and preliminary directions. These activities occurred in parallel—reflecting an iterative process that integrated technical analysis with stakeholder feedback.

Phase 3: Plan Development

Building on this foundation, the process transitioned into Phase 3: Plan Development, in which the CRA Plan update took shape. Guided by the Area Assessment and Evaluation, the project team worked closely with CRA staff and the Working Group to develop the Plan's goals, objectives, and actions. The team then presented a Draft Plan to the Working Group, community members, and the CRA Board. Feedback from these engagements informed subsequent revisions to the Plan.

Phase 4: Final Plan

The final phase, Final Plan, represents the culmination of the process. The refined document is completed, bringing together technical analysis, community priorities, and board direction into a final CRA Plan that is ready for approval.

Plan Approval Process

Formal adoption of this Plan is required under Florida Statutes Chapter 163, Part III, in accordance with the statutory process for CRA Plan updates. The 2026 Plan reflects the most current data and is focused on achieving targeted outcomes in capital investment and economic development—cornerstones of the City's long-term revitalization strategy.

To ensure alignment with the broader mission and responsibilities of the Vine Street CRA—and to produce a legally sufficient and implementable document—this 2026 CRA Plan update has been prepared in accordance with the requirements of the Community Redevelopment Act, as outlined in Chapter 163, Florida Statutes. The Act provides both the framework for adoption and the required contents of a compliant CRA Plan. This update reflects the specific provisions of the statute and outlines the formal process through which the Plan will be adopted.

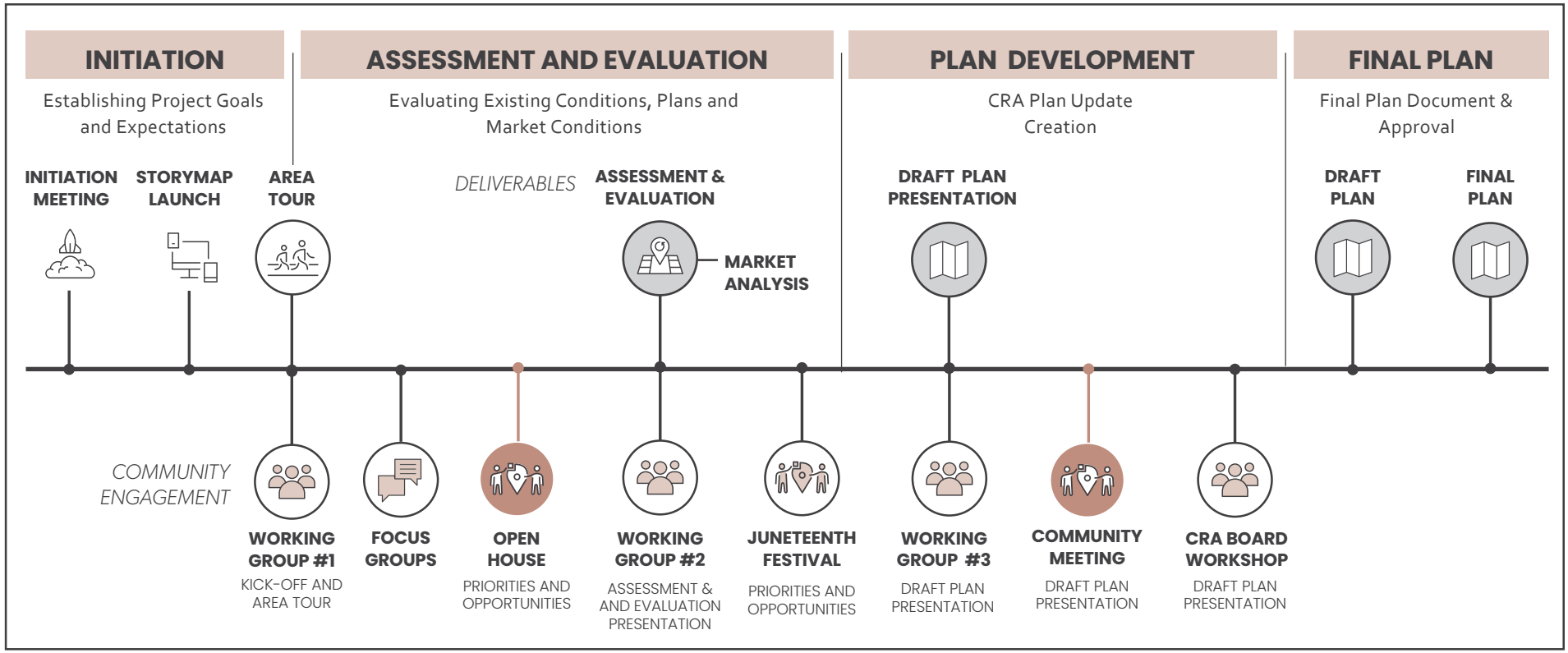


FIGURE 1. CRA PLAN UPDATE PROCESS

Community Engagement

The following community engagement activities took place throughout the Plan update process. The input gathered both informed the Plan Framework, and guided the prioritization of the Forward Moves and Actions. A summary of the feedback from each event is presented in this chapter and in subsequent chapters.



Working Group Meeting Meetings and Site Tour

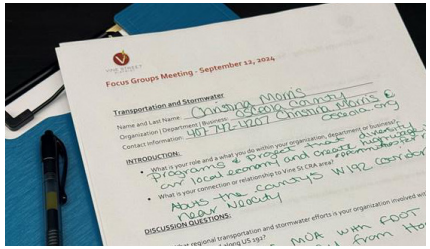
Date: July 24, 2026

Number of Participants: 15

Location: City Hall & Civic Center

The CRA Plan update process kicked off with a Working Group Meeting and site tour on July 24, 2024—bringing together key stakeholders to discuss existing challenges and opportunities along the Vine Street corridor. Participants included representatives from City departments, such as the Kissimmee Police Department, Code Enforcement, and Planning; as well as regional and community organizations, including Bike/Walk Central Florida, Metroplan Orlando, Valencia College, the Hispanic Chamber of Commerce, local businesses, and property owners. Following the meeting, the group toured the corridor and visited key sites, including Shingle Creek, the former Kmart site, several commercial plazas, and areas surrounding the Kissimmee Airport.

The project team met with the Working Group on two additional occasions throughout the planning process to present the Area Assessment and Evaluation, the Market Analysis, and the Draft CRA Plan (Master Plan). During both meetings, the Working Group provided valuable input and guidance on the Plan's goals, actions, and recommendations.



Focus Groups Meetings

Date: September 12, 2024

Number of Participants: 25

Location: Orange Gardens Community Center

The CRA staff and consultant team met with four targeted stakeholder groups—including property and business owners, brokers, realtors, public agencies, and community organizations—to discuss economic development, safety, transportation, and regulatory issues.

Stakeholders identified both challenges and opportunities for the Vine Street corridor, noting its strong potential for growth due to its location, community character, and available development sites. Key issues included traffic congestion, pedestrian and bicycle safety, code enforcement concerns, the unhoused population, and regulatory barriers that can slow redevelopment. At the same time, participants highlighted opportunities to enhance aesthetics, connectivity, and communication; support multimodal transportation and equitable access; strengthen safety and cleanliness; and encourage investment through clearer processes, more flexible regulations, and targeted redevelopment efforts.



Open House & Survey

Date: November 13, 2024

Number of Participants: 45 Open House participants and 127 Survey responses

Locations: Orange Gardens Community Center & Osceola History Center

The Open House was held on November 13, 2024, in two sessions at the Orange Gardens Community Center and the Osceola County Welcome Center, and hosted a total of 45 participants. The event featured interactive stations that were also replicated in an online survey available from November 13 to December 16, 2024, which received 127 responses. Through these activities, participants shared input via a photo booth; ranked top redevelopment priorities for the next 10 years; provided visioning ideas for the former Kmart site; and offered feedback on six sub-areas, including assets, areas for improvement, and desired investments such as street enhancements and safety upgrades. Additional input focused on key community priorities, including safe streets, addressing the unhoused population, public art, development incentives, land use, open space, branding, and overall corridor improvements to guide future revitalization efforts.



Juneteenth Festival

Date: June 14, 2025

Number of Participants: 45+

Location: Civic Center

During the City's Juneteenth Festival, the project team engaged community members to gather input on desired improvements for the Vine Street corridor and redevelopment ideas for the former Kmart site. Participants were also asked to rank key "Forward Moves" (goals) for the area. Through this effort, the team received more than 400 comments from over 45 participants.

Results showed a clear preference for investing in housing as the top priority, followed by supporting connectivity, ensuring comfort and safety, and attracting and retaining businesses. Lower-ranked priorities included leveraging partnerships and preparing for redevelopment. Overall, the activity reinforced the community's strong interest in housing, mobility, and quality-of-life improvements to guide future planning efforts.



CRA Workshop & Community Meeting

Date: August 25 and September 24, 2025

Location: City Hall

The community engagement process concluded with presentations of the Draft CRA Plan to the CRA Board on August 25, 2025, and to the broader community on September 24, 2025. These presentations provided an overview of the project scope, process, and timeline; summarized area background and assessment findings; and outlined the Plan's vision, guiding principles, goals, objectives, and recommended actions. Key infill redevelopment opportunities were also highlighted.

Each session included an interactive component, allowing participants to rank goals, identify top priorities, and provide additional input on proposed improvements—helping to refine and validate the Final Plan.



WORKING GROUP SITE VISIT



OPEN HOUSE



OPEN HOUSE



JUNETEETH FESTIVAL



COMMUNITY MEETING



SOUTH STATE BANK ON OAK STREET

00

Plan Summary

IN THIS CHAPTER

0.1 Overview

0.2 Plan Framework

0.3 Sub-Areas Vision

This chapter provides an overview of the Vine Street CRA and its role as a key economic corridor and gateway within the City of Kissimmee. It introduces the Plan Framework, which establishes a clear structure to guide redevelopment through 2042 and is composed of five guiding principles, six Forward Moves, and 47 targeted actions. Together, these elements define the vision, priorities, and implementation strategies for the CRA—focusing on redevelopment, economic growth, housing, connectivity, partnerships, and quality of life. The summary also highlights how community and CRA Board input helped shape priorities, and it concludes with an overview of the six sub-area visions—each tailored to reflect the unique character, opportunities, and desired future of different parts of the corridor.

0.1 Overview

In 1992, the City of Kissimmee established its first Community Redevelopment Agency (CRA) with the creation of the Downtown Kissimmee CRA. A second district—the Vine Street CRA—was later formed in 2012. Both CRA Plans, for Downtown and the Vine Street corridor, are scheduled to sunset in 2042.

The Vine Street CRA focuses on the U.S. Highway 192 (Vine Street) Corridor, a vital gateway that connects residents and visitors to major destinations throughout Kissimmee. The district spans approximately 5 miles and 1,333 acres, extending from N. Bass Road on the west to Denn John Lane on the east, and reaching one-quarter mile north of Vine Street to Columbia Avenue and south to Oak Street.

Given the corridor's diverse physical and developmental conditions, the 2012 zRA Plan divided the area into 17 hubs. As part of the current CRA Plan update, these hubs were consolidated into six sub-areas, shown in the map below. All community engagement activities, market analyses, and assessments were conducted using these six proposed sub-areas as the organizing framework.

The Vine Street CRA is home to 4,968 residents, compared to 84,023 citywide, and supports 8,574 jobs, a significant share of the city's 30,804 total workforce. Comprising 1,273 businesses—31% of the city's total—with 38% focused on commercial activities such as retail and office space, Vine Street plays a vital role in driving economic growth and enhancing the quality of life for the surrounding community.

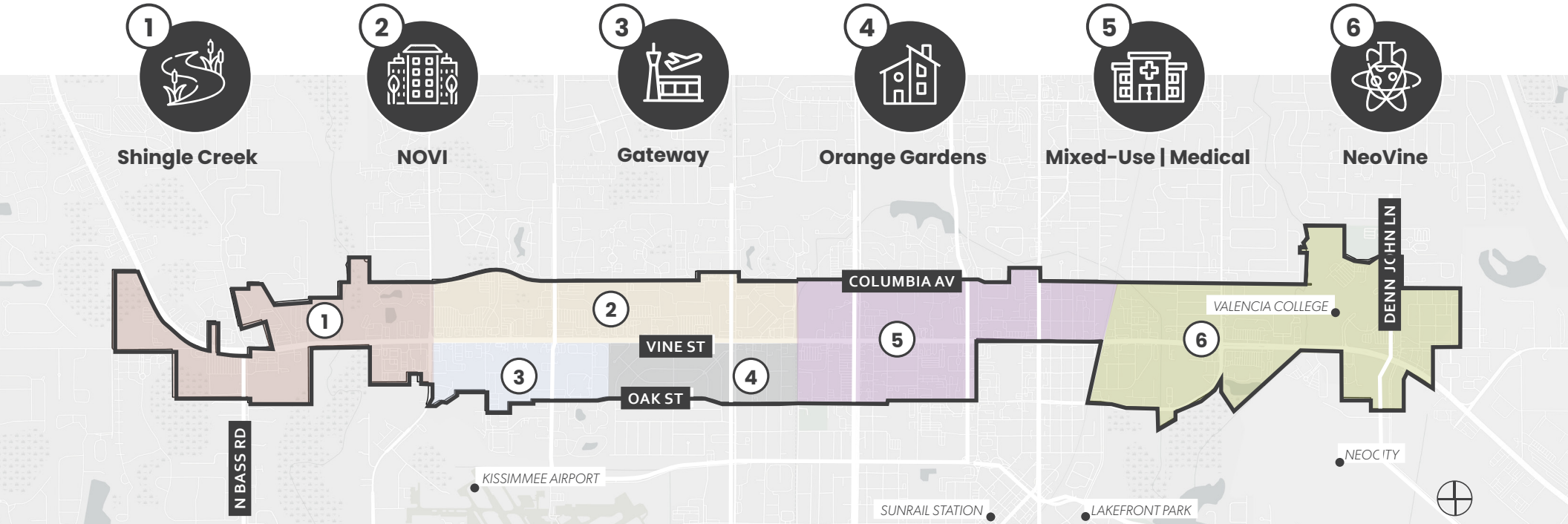
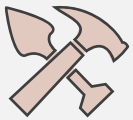


FIGURE 2. VINE STREET CRA AREA MAP

31% of businesses in the City of Kissimmee are located in the Vine Street CRA



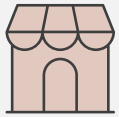
EXTENT
5 Miles Long
1,333 Acres



EMPLOYMENT
CRA: 8,574
CITY: 3o,804



RESIDENTS
CRA: 4,968
CITY: 84,023



BUSINESSES
CRA: 1,273
CITY: 4,063

The Vine Street CRA will generate between $101 million and $111 million in Tax Increment Revenue from 2026 through 2042. These funds may be allocated toward projects, development planning and preparation, policy and plan development, incentive programs, and other strategic initiatives.

The increment from the Trust Fund can only be reinvested in the CRA. Eligible expenditures include the following:

- **Operations:** Funds support the CRA's administration and operations, including planning, community engagement, and project implementation.
- **Projects:** The financing of streetscapes, infrastructure upgrades, affordable housing, parks, and public spaces to enhance the area's appeal and functionality.
- **Blight:** Tax Increment Financing (TIF) funding helps address conditions of slum and blight, aiming to improve economic activity and quality of life in distressed areas.
- **Infill Redevelopment:** TIF funds are used for land or property acquisition and preparation—facilitating infill redevelopment to optimize land use and attract private investment.
- **Economic Growth:** Funds are used to attract businesses, create jobs, and diversify the economic base.

0.2 Plan Framework

The Plan Framework establishes the core structure of the 2026 CRA Plan, defining how the vision, principles, goals, and actions work together to guide redevelopment efforts through 2042

The **Vision Statement** presents a forward-looking picture of what the Vine Street CRA seeks to achieve over the life of the district.

Guiding Principles shape decision making, inspire stakeholders, and provide overarching direction for all Forward Moves through 2042.

Forward Moves represent the CRA's goals—designed to stimulate investment, support redevelopment, enhance safety, strengthen partnerships, and promote long-term transformative change within the area.

Actions are the specific steps required to implement the Plan's vision and goals. The actions encompass five categories—policy and planning, development preparation, programs and incentives, awareness and engagement, and capacity building—and are classified by their level of effort or impact as basic, progressive, or transformative.

Vision Statement

Vine Street will become a vibrant, safe, and inclusive community by supporting mixed-use development, upgrading infrastructure, enhancing connectivity, investing in housing, and fostering a sense of place.

Guiding Principles



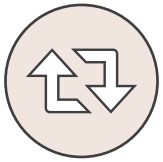
Sense of Place

Foster community pride, belonging, and identity by creating opportunities for residents to engage with one another and with their surroundings, strengthening the social fabric of the community.



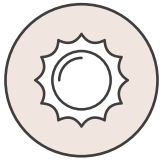
Placemaking

Promote the planning and design of new places to encourage social interaction, comfort, linkages, and vibrant community life.



Transformation

Drive transformation investment opportunities that stimulate changes in the corridor—meeting the community's evolving social and economic needs.



Comfort

Prioritize the well-being of all residents and visitors by implementing measures that enhance physical safety, reduce crime, and create a secure and comfortable environment.



Equity

Promote fairness and inclusivity in all redevelopment efforts, ensuring that benefits and opportunities are accessible to everyone, regardless of background or circumstance.

Forward Moves

1 Prepare for Redevelopment

Effectively retool for redevelopment by supporting mixed-use projects, preparing sites, streamlining approvals, upgrading infrastructure, identifying catalyst projects, maintaining site inventories, and expanding incentives and grants.

2 Leverage Partnerships

Expand the CRA's internal capacity to achieve all redevelopment objectives by collaborating with City departments, the County, nonprofits, educational institutions, and regional government entities.

3 Ensure Comfort and Safety

Ensure the area's safety, comfort, and appearance by addressing homelessness, investing in streetscape and building improvements, and fostering a sense of place, awareness, and community involvement.

4 Attract and Retain Business

Collaborate with local and regional businesses, industries, and partners to position the area as a thriving economic center and ensure the retention and attraction of businesses that contribute to the prosperity of the area and city.

5 Support Connectivity

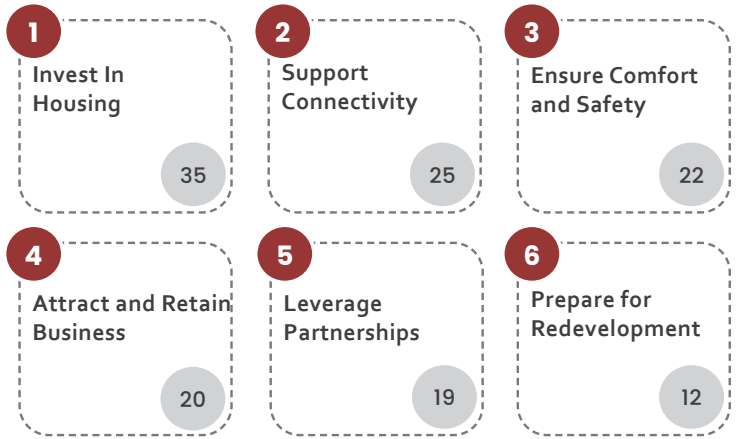
Improve the area's connectivity and transportation to create safe streets for all users by upgrading streets and intersections, redesigning key roads, promoting trails, and securing funding for active transportation and trail connections.

6 Invest in Housing

Invest in developing diverse, high-quality, safe, affordable housing options to support the city's population growth by prioritizing mixed-use developments and flexible housing solutions.

What Is the Community Saying?

At two outreach events, community members voted on the Forward Moves the CRA should focus on over the next 5 years. The results are presented below.



RESULTS:

1 RANKS

1 NUMBER OF VOTES

The results above provide a summary of input gathered during the June 14, 2025 Juneteenth Festival event, and the September 24, 2025 community meeting.

Actions

Actions are the specific, forward-moving steps needed to implement the Plan's vision and goals. These actions are organized by **type**—such as policy and planning, development preparation, programs and incentives, awareness and engagement, and capacity building—to support a comprehensive and coordinated approach. Each action is also classified by its **level of effort or impact** (basic, progressive, or transformative) and assigned a **priority level** of low, medium, or high.

NOTE: The priority levels should be re-assessed annually during the work plan and budget development process to ensure they remain aligned with available resources and evolving area needs.

1 Prepare for Redevelopment

Effectively retool for redevelopment by supporting mixed-use projects, preparing sites, streamlining approvals, upgrading infrastructure, identifying catalyst projects, maintaining site inventories, and expanding incentives and grants.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026-31)
1.1	Develop Sub-Area Visions and Small Area Plans	+ Policy & Plans	Progressive	Medium
1.2	Facilitate and Incentivize the Redevelopment of Key Catalyst Areas and Sites	+ Development Planning & Preparation + Programs & Incentives	Transformational	High
1.3	Identify Potential Redevelopment Sites for the City to Purchase or Assist in the Assembly of Parcels	+ Development Planning & Preparation + Programs & Incentives	Transformational	High
1.4	Continue Developing a Mechanism for the Creation, Advertising, and Distribution of a Request for Proposals to Attract Developers' Interest in a Potential Site Owned by the City	+ Development Planning & Preparation + Awareness & Engagement	Basic	Medium
1.5	Create and Maintain a Digital Inventory of Potential Redevelopment Sites that Will Be Accessible to All	+ Development Planning & Preparation + Awareness & Engagement	Basic	High
1.6	Support the Transformation and Revitalization of Commercial Plazas and Hotel Properties	+ Development Planning & Preparation + Programs & Incentives	Transformational	High
1.7	Invest in Comprehensive Infrastructure Upgrades—Including Storm Water, Green Infrastructure, and Utilities	+ Development Planning & Preparation + Programs & Incentives + Projects	Progressive	Medium
1.8	Promote the CRA's Redevelopment Potential	+ Awareness & Engagement	Basic	Medium
1.9	Make the Regulatory Process Accessible and Easy to Understand	+ Awareness & Engagement	Basic	High
1.10	Expand the Incentive Grant Programs	+ Programs & Incentives	Basic	Medium

2 Leverage Partnerships

Expand the CRA's internal capacity to achieve all redevelopment objectives by collaborating with City departments, the County, nonprofits, educational institutions, and regional government entities.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026–31)
2.1	Collaborate with Other City Departments, the County, and Other Public Organizations in the Implementation of the Plan	+ Capacity Building	Basic	High
2.2	Partner with Nonprofits and Educational Institutions to Expand Capacity, Expertise, and Resources	+ Capacity Building	Progressive	High
2.3	Form Strategic Alliances with the Private-Sector Companies	+ Capacity Building	Progressive	Medium
2.4	Establish and Support Mentorship Programs for Residents, Businesses, Investors, and Developers	+ Programs & Incentives	Progressive	Low
2.5	Invest in Robust Outreach and Engagement Initiatives, Including Community Events and Interactive Activities	+ Capacity Building + Awareness & Engagement	Basic	Medium
2.6	Strengthen Branding and Marketing to Enhance Outreach and Community Engagement	+ Capacity Building + Awareness & Engagement	Basic	Medium

3 Ensure Comfort and Safety

Enhance safety, comfort, and appearance by addressing homelessness, improving streetscapes and buildings, and fostering community pride.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026–31)
3.1	Address the Unhoused Population Through Collaborative Solutions	+ Policy & Plans + Awareness &Engagement	Transformational	Medium
3.2	Enhance Public Safety and Community Trust	+ Programs & Incentives + Awareness & Engagement	Transformational	High
3.3	Improve Property Conditions and Aesthetics	+ Programs & Incentives + Projects	Basic	High
3.4	Strengthen Code Compliance to Ensure Properties Meet Standards to Maintain Safety and Aesthetics	+ Policy & Plans + Programs & Incentives	Transformational	High
3.5	Invest in the Transformation of Public Spaces	+ Policy & Plans + Projects	Progressive	Medium
3.6	Develop a Distinct Brand and Wayfinding System	+ Policy & Plans + Projects	Progressive	Medium

4 Attract and Retain Business

Collaborate with local and regional businesses, industries, and partners to position the area as a thriving economic center and ensure the retention and attraction of businesses that contribute to the prosperity of the area and city.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026-31)
4.1	Strengthen Economic Development Partnerships and Targeted Incentive Programs	+ Programs & Incentives + Awareness &Engagement	Progressive	High
4.2	Market and Position Vine Street as a Premier Hub for High-Value Industries	+ Programs & Incentives + Awareness & Engagement	Progressive	Medium
4.3	Build and Maintain a Business and Property Inventory	+ Policy & Plans	Basic	High
4.4	Expand Small Business Incentives and Grants	+ Programs & Incentives	Basic	Low
4.5	Engage and Celebrate Businesses	+ Programs & Incentives + Awareness & Engagement	Basic	Medium
4.6	Foster Innovation and Build Workforce Talent	+ Awareness & Engagement	Progressive	Medium
4.7	Form a Vine Street Business Committee to Drive Local Economic Vitality	+ Awareness & Engagement + Capacity Building	Progressive	High
4.8	Establish a Business Liaison Position	+ Awareness & Engagement + Capacity Building	Progressive	Low

5 Support Connectivity

Improve the area's connectivity and transportation by upgrading streets, redesigning key roads, and expanding trail networks, while coordinating land use strategies that support walkable, mixed-use, and accessible development.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026–31)
5.1	Strengthen Agency Partnerships to Advance Safety, Mobility, and Livability Improvement	+ Capacity Building	Progressive	High
5.2	Support City and Regional Transportation, Trail, and Pedestrian Projects	+ Plans & Policy + Projects	Progressive	Medium
5.3	Prioritize Street and Intersection Upgrades in the CRA	+ Plans & Policy + Projects	Progressive	High
5.4	Redesign Columbia Avenue, Oaks Street, Dyer Boulevard, and Thacker Avenue	+ Plans & Policy + Projects	Transformational	High
5.5	Invest in Mobility and Transportation Planning to Guide Future Improvements	+ Plans & Policy + Projects	Progressive	Low
5.6	Expand Micro Transit and Last-Mile Services	+ Programs & Incentives + Projects	Progressive	Low
5.7	Incentivize Walkable, Bike-Friendly Infrastructure and Site Design	+ Programs & Incentives + Projects	Basic	Medium
5.8	Pursue Grants for Active Transportation and Trail Connectivity	+ Programs & Incentives + Projects	Basic	Low
5.9	Complete the Street Grid Through Redevelopment	+ Plans & Policy + Programs & Incentives	Basic	High
5.10	Promote Trail Use and Key Destinations	+ Plans & Policy + Programs & Incentives + Projects	Progressive	Medium
5.11	Launch a Safe Streets Awareness Campaign	+ Awareness & Engagement	Basic	Medium

6 Invest in Housing

Invest in developing diverse, high-quality, safe, affordable housing options to support the city's population growth by prioritizing mixed-use developments and flexible housing solutions.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026-31)
6.1	Develop and Maintain a Current Inventory of Vacant or Underutilized Sites Suitable for Housing Development	+ Development Planning & Preparation + Awareness & Engagement	Basic	High
6.2	Facilitate and Support Infill Housing Development, Strategic Land Acquisition, and Assembly	+ Development Planning & Preparation + Programs & Incentives + Plans & Policy	Progressive	High
6.3	Expand Housing Stability, Assistance, and Homeownership Programs	+ Development Planning & Preparation + Programs & Incentives + Plans & Policy	Progressive	Low
6.4	Support Missing Middle Housing and Innovative Housing Models	+ Development Planning & Preparation + Programs & Incentives + Plans & Policy	Basic	High
6.5	Support a Citywide Housing Plan and Related Studies	+ Plans & Policy	Basic	High
6.6	Incentivize Affordable Housing Development by Developers, Nonprofits, and Faith Groups	+ Programs & Incentives + Plans & Policy	Basic	High
6.7	Partner with Employers to Encourage Local Living	+ Capacity Building	Basic	Low
6.8	Create a Housing Resource Guide for Residents and Stakeholders	+ Awareness & Engagement	Basic	Low

0.3 Sub-Areas Vision

The Vine Street CRA is composed of distinct sub-areas, each with its own identity, opportunities, and development potential. To guide strategic and inclusive growth, the Plan establishes a clear vision and intent for each sub-area. These tailored approaches highlight unique characteristics, address local needs, and encourage investment and community collaboration. The graphic below presents a vision statement for each sub-area.

1 Shingle Creek

Shingle Creek will leverage its unique access to the creek and regional trail, this area will seamlessly integrate with the US 192 tourist district, offering visitors and residents a harmonious blend of natural beauty, and recreational opportunities.

2 NOVI

NOVI will be developed into a dynamic and inclusive mixed-use district, capitalizing on its large parcels to create a vibrant community hub. This area will feature a harmonious blend of residential, commercial, and recreational spaces, fostering a walkable and engaging environment.

3 Gateway

The Gateway will be developed into a premier extension of the airport, leveraging its strategic location and expansive vacant land to create a dynamic and welcoming entry point for airport visitors. The area will become a bustling hub that enhances the travel experience and promotes economic growth.

4 Orange Gardens

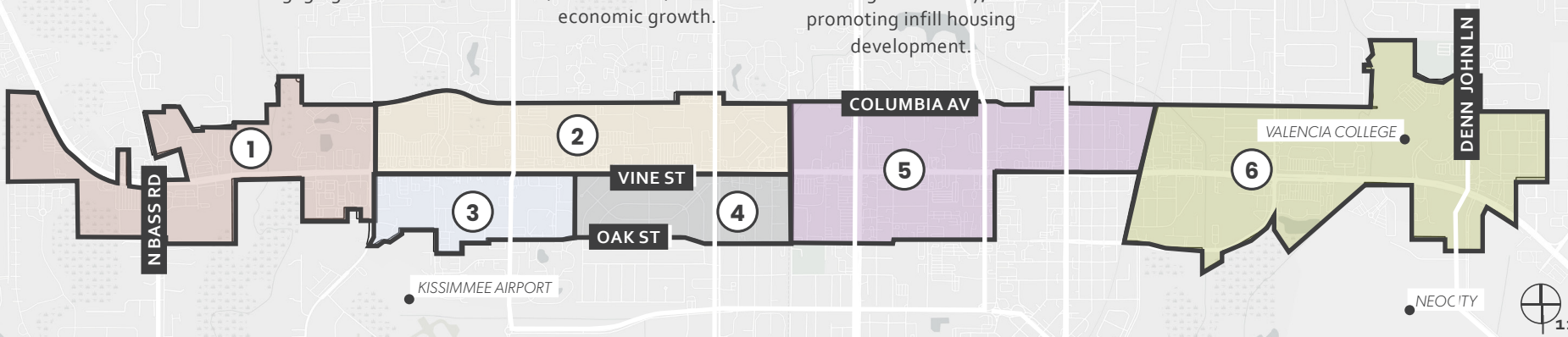
Orange Gardens will continue as a charming residential neighborhood, celebrating its unique mid-century housing stock and network of connected streets. The vision is to enhance the neighborhood's appeal by preserving its architectural heritage, improving connectivity, fostering community, and promoting infill housing development.

5 Mixed-Use | Medical

The Mixed-Use Medical sub-area is envisioned as a health village, capitalizing on its proximity to the hospital and Downtown. By fostering a cohesive and well-connected community, this area will become a hub of health, wellness, and urban living.

6 NeoVine

NeoVine will be developed into a premier education and technology hub, leveraging its unique assets such as Valencia College and proximity to NeoCity, a cutting-edge innovation and technology campus.



1 SHINGLE CREEK: Hotel & Market Vision

The Shingle Creek Catalyst Site is envisioned as a nature-inspired resort destination that celebrates the area's ecological and cultural heritage. Storm water features will be designed as scenic amenities, enhancing recreation, sustainability, and economic vitality.

HOTEL & FLEA MARKET SITE(2025)





2 NOVI: Former Kmart Site Vision

The City of Kissimmee envisions the former Kmart site as a vibrant mixed-use destination that blends housing, retail, and public space—creating a walkable, connected hub that supports community, commerce, and sustainable growth.

KMART SITE (2025)





3 GATEWAY: Dyer Boulevard Vision

Dyer Boulevard will be transformed into a vibrant gateway that serves as a premier extension of the airport, capitalizing on its strategic location and available land. This dynamic corridor will welcome travelers with a mix of innovation, hospitality, and commerce—enhancing the visitor experience while driving sustainable economic.

DYER BOULEVARD SITE (2025)





DISCLAIMER: The renderings and concepts included in this Plan are intended solely to illustrate the potential redevelopment of properties along the Vine Street corridor, based on identified economic needs and what may be permitted under current regulations. These illustrations are conceptual in nature and are provided for general informational and planning purposes only. No property owners have been contacted regarding these concepts, nor should these illustrations be interpreted as proposals or commitments for development. Actual redevelopment will depend on property owner interest, market conditions, and applicable review and approval processes.

01

Introduction

IN THIS CHAPTER

1.1 CRA, City, and Region Overview

1.2 Plan Purpose and Area Definition

This chapter establishes the context for the Kissimmee Vine Street Community Redevelopment Agency (CRA) Plan by outlining the CRA's history, boundaries, and role within the city and the Central Florida region. It highlights the corridor's economic, institutional, and natural assets; regional and local market influences; and key redevelopment challenges, including infrastructure, housing, safety, and economic diversification. The chapter also describes the purpose of the CRA, its governance structure, redevelopment powers, funding mechanisms, and organizational capacity. It concludes with an overview of existing land use patterns, future land use (FLU) designations, zoning regulations, and overlay districts that influence development and redevelopment along the corridor.

1.1
CRA, City, and Region Overview

About the CRA

In 1992, Kissimmee established its Community Redevelopment Agency (CRA) with the creation of the Downtown CRA. Subsequently, the Vine Street CRA was established in 2012. The Vine Street CRA is scheduled to sunset in 2042, while the Downtown CRA will remain in effect until 2053.

The Vine Street CRA, centered along US Highway 192 (Vine Street), serves as a critical corridor in Kissimmee, Florida, connecting residents and visitors to key destinations.

This 5-mile corridor, covering 1,333 acres, is a vibrant mix of commercial, residential, and employment activity, serving as a gateway to the city and nearby attractions.

The CRA is home to 4,968 residents, compared to 84,023 citywide, and supports 8,574 jobs—a significant share of the city's total 30,804 workforce. With 1,273 businesses—31% of the city's total—and 38% focused on commercial activities such as retail and office space, Vine Street plays a vital role in driving economic growth and enhancing the quality of life for the surrounding community.

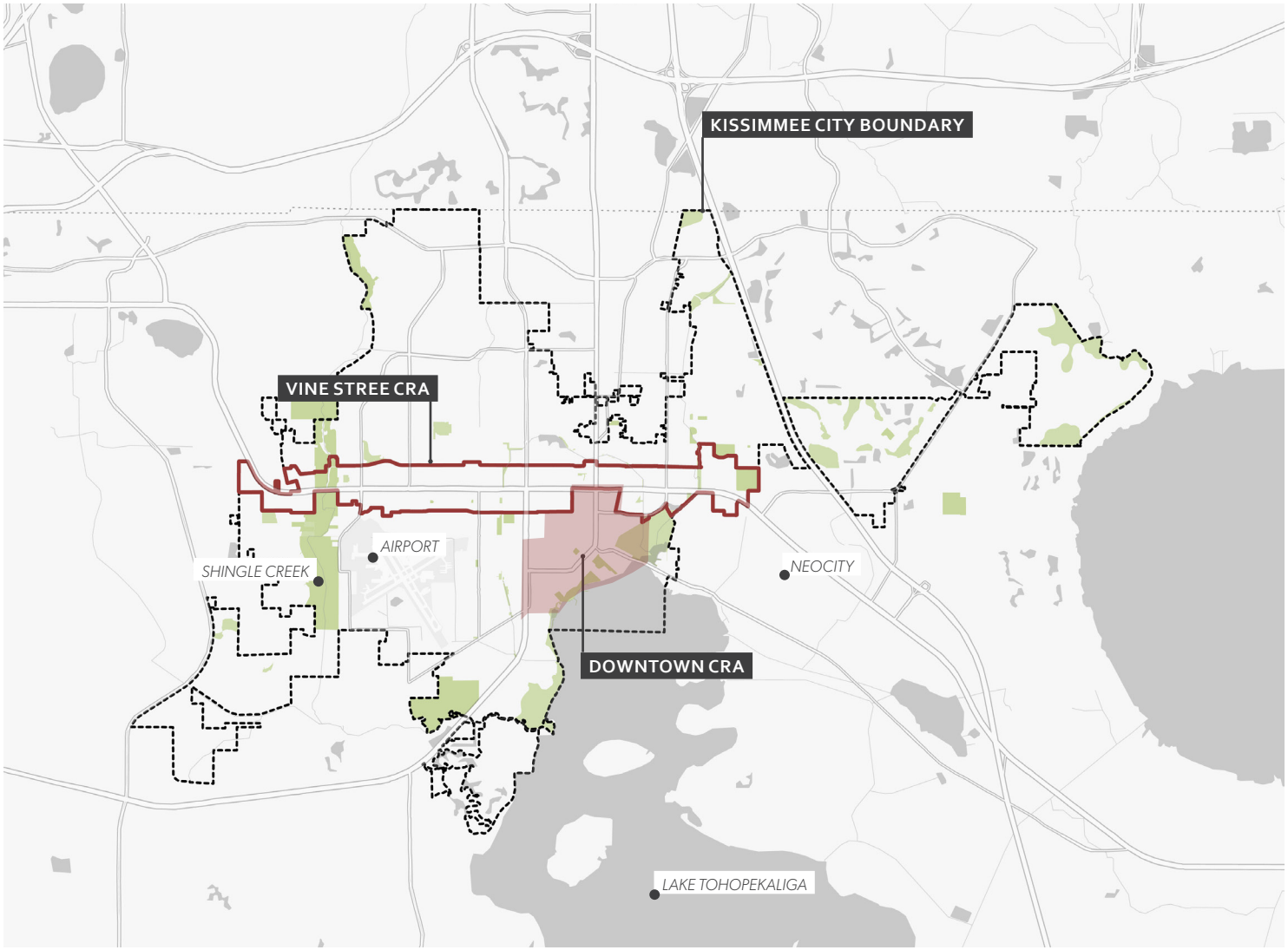


FIGURE 3. VINE STREET CRA LOCATION MAP

31% of business in the City of Kissimmee are located in the Vine Street CRA

EXTENT
5 Miles Long
1,333 Acres

RESIDENTS
CRA: 4,968
CITY: 84,023

EMPLOYMENT
CRA: 8,574
CITY: 3o,804

BUSINESSES
CRA: 1,273
CITY: 4,063

Vine Street CRA Assets

The Vine Street CRA corridor, also known as US 192, is a major commercial asset for Kissimmee and the surrounding region. It offers a blend of local and regional resources that support economic growth, revitalization, and community development. The corridor serves as a vital link for residents, businesses, and visitors while also connecting Kissimmee to major attractions and regional destinations. Below is a list of Vine Street CRA assets; further details of these assets are provided in subsequent sections of this report.

- **Access and Connectivity:** Vine Street's strategic location serves as a central corridor in Kissimmee—enhancing connectivity and accessibility by linking neighborhoods, businesses, and major regional attractions. It also provides critical access to neighboring cities, highways, and regional destinations, further boosting the corridor's potential for growth and development.
- **Natural Resources and Trails:** Shingle Creek, located within the CRA, is a valuable, if somewhat underappreciated, regional asset that contributes to the city's environmental, recreational, and economic vitality. As the headwaters of the Florida Everglades, it plays a critical role in water quality and flood control while offering opportunities for eco-tourism and outdoor activities like kayaking and fishing. Additionally, the Shingle Creek Trail, which spans multiple Central Florida jurisdictions, connects Kissimmee to surrounding areas—promoting eco-tourism and community health while providing enhanced recreational and transportation linkages.
- **Residents and Employment:** The CRA has 4,968 residents, providing a strong foundation for community development and economic opportunities while supporting 8,574 jobs across various industry sectors, including retail, hospitality, and health care.
- **Institutional Facilities:** The Valencia College Osceola Campus is located within the CRA, offering workforce development programs in fields such as technology, health care, and business. The college has a national reputation for supporting both the local and regional workforce.
- **Businesses:** The corridor is home to 1,273 commercial businesses, including retail and professional services that contribute to the local job-generating workforce.
- **Development Potential:** The CRA offers numerous opportunities for infill redevelopment through land acquisition and property preparation, supporting urban renewal and improved infrastructure. The corridor's aging building stock includes several large commercial plazas and hotels.

What Is the Community Saying?

We asked community members what they love about the Vine Street Area—and here's what they shared:





SHINGLE CREEK



ORANGE GARDENS NEIGHBORHOOD



OFFICE BUILDING ON OAK STREET



MOTORCYCLE CLINIC ON VINE STREET



VALENCIA COLLEGE - OSCEOLA CAMPUS



INFILL DEVELOPMENT POTENTIAL

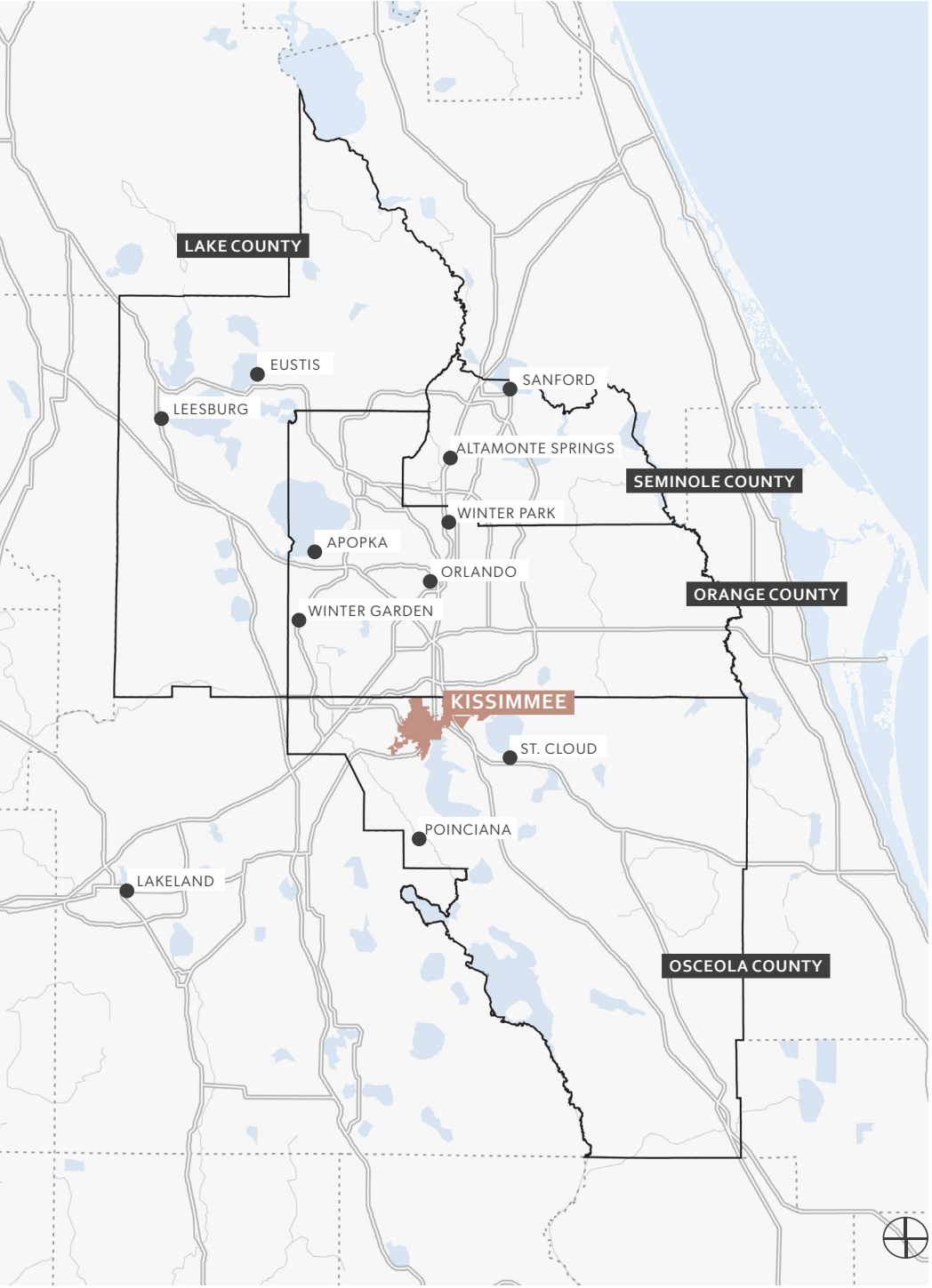


FIGURE 4. REGIONAL MAP

About Kissimmee & Region

Located within Osceola County, Kissimmee is the second-largest city in the Orlando Metropolitan Statistical Area (MSA). Following Orlando in terms of population size, Kissimmee plays a vital role in the region's growth and prosperity. The MSA encompassing Orange, Osceola, Seminole, and Lake Counties is a rapidly growing region known for its diverse economy and innovation hubs. Key industries include advanced manufacturing, aerospace and defense, life sciences, health care, logistics, and digital technologies, as well as a world-class hospitality economy.

Kissimmee's strategic location and diverse assets position it as a dynamic hub within Central Florida, driving growth through its robust tourism sector, well-connected transportation network, and proximity to cutting-edge innovation districts like NeoCity.

Kissimmee Assets and Their Impact on the CRA

Kissimmee's economy and workforce are supported by a diverse mix of sectors that drive both local and regional growth. Many of these economic assets and industries are located in close proximity to the Vine Street CRA, benefiting the area by fostering economic opportunities, attracting investment, and supporting community development. These industries include:

- **Tourism and Hospitality:** As a major gateway to Orlando's theme parks and attractions like Walt Disney World, Universal Orlando, and SeaWorld, Kissimmee's tourism and hospitality sector is one of its largest economic drivers. The city is home to a diverse range of hotels, vacation rentals, restaurants, retail centers, and entertainment destinations that serve a number of visitors each year, which generate significant revenue and employment opportunities.
- **Health Care:** The health care industry, including medical services, hospitals, and professionals, plays a vital role in the local economy. Kissimmee is home to health care facilities like HCA Florida Osceola Health care, and Advent Health Kissimmee, which provide jobs in both clinical and administrative fields.

- **Retail and Commercial Services:** Kissimmee is a commercial hub for both locals and tourists, with a variety of shopping centers, retail stores, and service-based businesses. The retail sector supports a wider range of jobs, from sales to management, and is closely tied to the city's tourism industry.
- **Transportation and Logistics:** With strategic access to major highways (like I-4, Florida's Turnpike, and State Roads 417 and 429) as well as Kissimmee Gateway Airport and the SunRail commuter system, transportation and logistics are significant components of the local economy. The city's proximity to freight routes and the airport provides employment opportunities in warehousing, transportation services, and logistics management.
- **Aviation and Aerospace:** The Kissimmee Gateway Airport supports a growing general aviation industry, including flight training, corporate aviation, and aviation-related maintenance services. This sector contributes both directly and indirectly to the economy through related services.
- **Education:** The educational sector is a vital part of Kissimmee's economic health, with institutions like Valencia College. The Kissimmee campus provides workforce development programs in the high-demand fields of technology, health care, and business.
- **Recreation:** Shingle Creek and Lake Toho are both valuable regional assets for Kissimmee, contributing to the city's environmental, recreational, and economic vitality. Shingle Creek, the headwaters of the Florida Everglades, plays a critical role in water quality and flood control while offering opportunities for eco-tourism and outdoor activities such as kayaking and fishing. Similarly, Lake Toho is a popular destination for boating, fishing, and water sports, enhancing the city's appeal for residents and visitors alike. Together, these natural resources support Kissimmee's sustainability efforts and foster eco-tourism and recreation-based economic growth.



HCA FLORIDA OSCEOLA HOSPITAL ON OAK STREET



KISSIMMEE AIRPORT

City and Area Challenges

Kissimmee encounters several regional challenges in its ongoing economic development efforts, many of which mirror the obstacles faced by the Vine Street area. These challenges include:

- **Traffic Congestion, Safety, and Transportation Infrastructure:** While Kissimmee is well connected by major highways, ongoing traffic congestion—particularly along I-4, Florida's Turnpike, and local roads—remains a challenge. The growing population and influx of tourists place pressure on existing transportation networks, necessitating improvements to manage traffic flow, public transportation, and multimodal access. Additionally, congestion contributes to safety concerns, including a higher likelihood of accidents and delays for emergency response vehicles. Community engagement activities consistently identified traffic and congestion as top concerns within the Vine Street CRA, underscoring the need for targeted mobility and safety improvements.
- **Affordable Housing**: As Kissimmee continues to grow, the demand for affordable housing is increasing, especially for low- and moderate-income residents. The City's proximity to Orlando, where housing costs continue to rise, further contributes to affordability challenges that may impact workforce retention and economic mobility. Findings from the Market Analysis conducted as part of the CRA Plan update indicate a significant need for affordable housing within the Vine Street CRA, where the median household income is approximately $42,396, which slightly lower than that of the City at $46,330, based on 2024 estimates. This underscores the importance of expanding housing options that are attainable to existing residents while supporting economic stability and growth.
- **Unhoused Population:** Kissimmee and the Vine Street CRA face ongoing challenges related to the unhoused population, which is widely recognized as a systemic issue requiring coordinated, long-term solutions. Business owners and residents consistently identify this as one of the area's most pressing concerns. While City staff, service providers, and law enforcement are actively working to address the issue, a comprehensive citywide strategy is recommended to more effectively support unhoused individuals within the CRA and beyond, ensuring coordinated services, improved outreach, and sustainable solutions.
- **Hotels:** Hotels along US 192 face recurring challenges, including security concerns such as drug-related activity and domestic incidents; as well as frequent code enforcement issues related to maintenance and compliance. Some properties are also used for temporary housing due to limited shelter options and the shortage of affordable housing. During engagement activities, hotels were frequently mentioned by stakeholders, City staff, and community members as a broader challenge affecting the Vine Street CRA and corridor—highlighting the need for targeted strategies to improve conditions, safety, and long-term redevelopment potential.
- **Workforce Development and Skill Gaps:** While Kissimmee has educational institutions, such as Valencia College, located in the Vine Street CRA, there is a need for more targeted workforce development initiatives to match the evolving needs of growing sectors like health care, technology, and advanced manufacturing. Addressing skill gaps and providing training programs aligned with industry needs is critical for long-term economic growth.
- **Tourism Dependency:** Kissimmee's economy is highly dependent on tourism, especially with its proximity to major theme parks and attractions. The reliance on the lower-wage hospitality industry, and tourism's continued extraordinary growth, has created an imbalance in wage-earning opportunities.
- **Economic Diversification:** While tourism and hospitality remain major economic drivers, Kissimmee and the Vine Street CRA face the ongoing challenge of diversifying the local economy. The CRA is currently dominated by retail uses, which could benefit from the introduction of complementary industries. Given its proximity to the Kissimmee Gateway Airport and NeoCity, there is a strong opportunity to attract airport-support services, technology, and innovation-based industries. Expanding into these sectors can help create higher-wage jobs, strengthen economic resilience, and reduce the area's reliance on tourism.



AERIAL VIEW OF LISBON HOTEL AND FLEA MARKET

WHAT IS A CRA PLAN?

Every Community Redevelopment Agency (CRA) is tasked with formulating and executing a tailored CRA Plan designed to address the distinct needs of the designated area. This Plan should articulate overarching objectives for the region and define specific project types. Importantly, the CRA Plan is a dynamic document that should be regularly updated to align with the evolving requirements within the CRA environment.

SOURCE: FLORIDA REDEVELOPMENT ASSOCIATION (FRA)

1.2
Plan Purpose and Area Definition

CRA Plan Purpose

The Vine Street CRA was established with the aim of revitalizing and rejuvenating Kissimmee through collaborative public-private partnerships. Operating as a dependent special district, the CRA allocates any future increases in property values to a Trust Fund dedicated to supporting economic development and redevelopment initiatives within the designated area.

The CRA will strive to achieve:

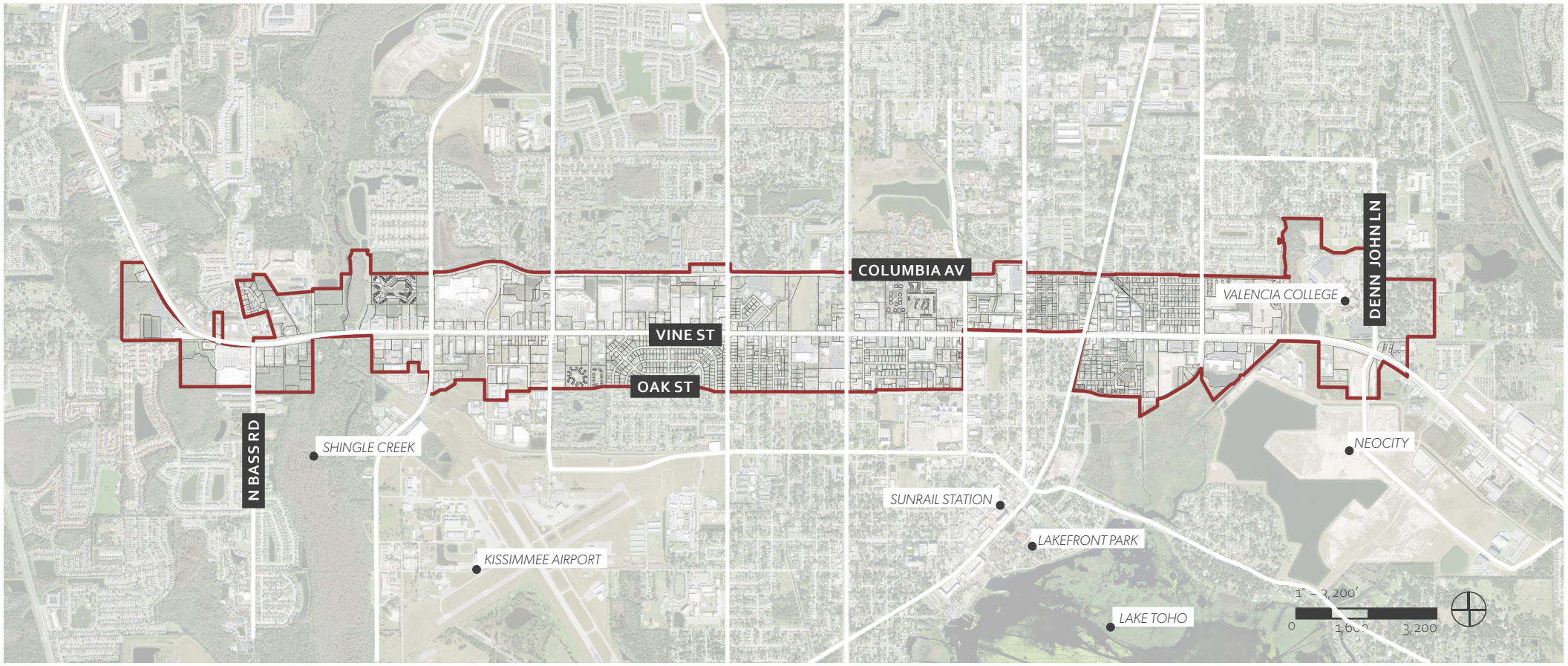
In 2012, when the CRA was created, and the Plan was adopted, the Vine Street CRA Trust Fund was established as a repository for the increment revenue-funding mechanism designed to support its revitalization. Known as Tax Increment Funds (TIF), the increment revenues are generated as a result of the increase in property tax revenue (i.e., "the increment") resulting from rising property values within the CRA boundaries after the initial 2012 base year. The increment from the Trust Fund can only be reinvested in the CRA. Eligible expenditures include the following:

- **Operations:** Funds support the CRA's administration and operations, including planning, community engagement, and project implementation.
- **Projects:** The financing of streetscapes, infrastructure upgrades, affordable housing, parks, and public spaces to enhance the area's appeal and functionality.
- **Blight:** The TIF helps address conditions of slum and blight, aiming to improve economic activity and quality of life in distressed areas.
- **Infill Redevelopment:** TIF monies are used for land or property acquisition and preparation—facilitating infill redevelopment to optimize land use and attract private investment.
- **Economic Growth:** Funds are used to attract businesses, create jobs, and diversify the economic base.

Defining the Area

Vine Street CRA is a 5-mile-long corridor spanning 1,333 acres from N. Bass Road to the west to Denn John Lane to the east. It extends 0.25 mile of Vine Street (US 192) on the north to Columbia Avenue and on the south to Oak Street.

FIGURE 5. VINE STREET CRA BOUNDARY MAP



Vine Street CRA Boundary & Proposed Sub-Areas

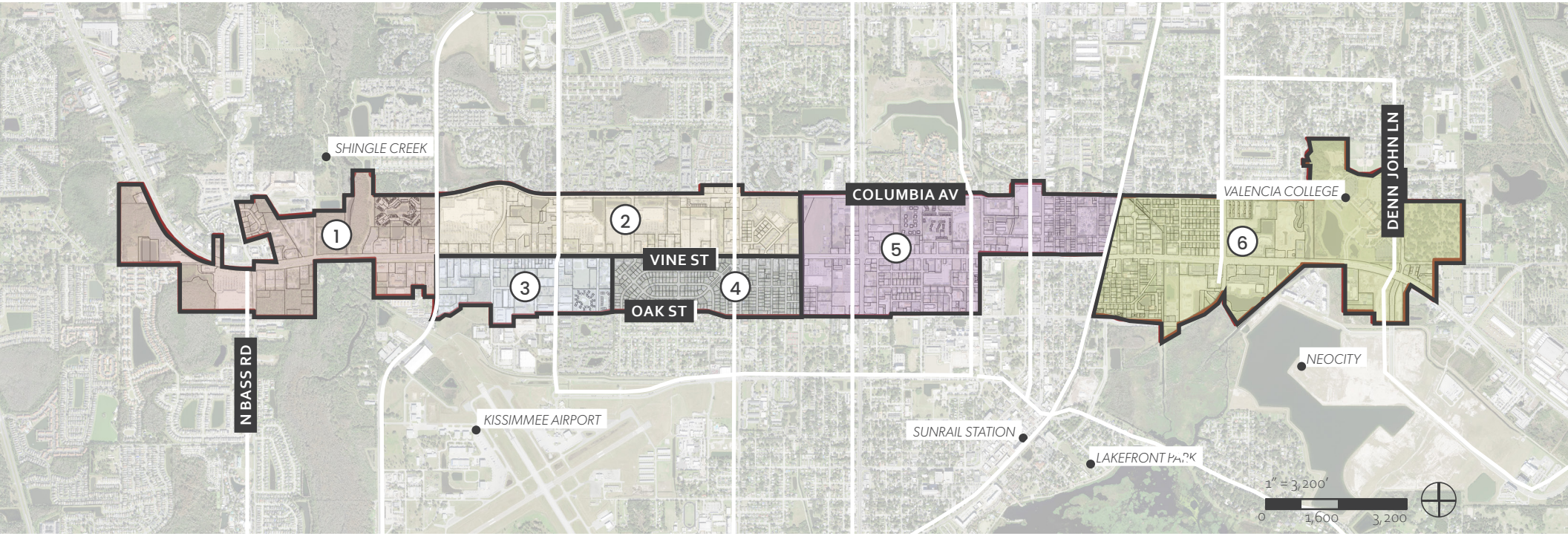
Given the diverse physical and developmental characteristics along the corridor, the 2012 Plan subdivided the CRA into 17 hubs. The first step during this CRA Plan update was to consolidate these hubs into six sub-areas, shown in the map below.

All of the community engagement, market analysis, and assessment efforts were created based on this six proposed sub-areas.

SUB-AREAS

1. *SHINGLE CREEK*
2. *NOVI*
3. *GATEWAY*
4. *ORANGE GARDENS*
5. *MIXED-USE | MEDICAL*
6. *NEOVINE*

FIGURE 6. VINE STREET CRA SUB-AREAS MAP



1. SHINGLE CREEK

Shingle Creek is a sub-area situated west of the Vine Street CRA. This area is notable for hotels and the scenic Shingle Creek itself.



SHINGLE CREEK

2. NOVI

NOVI, or North of Vine Street sub-area, is notable for the location of large commercial plazas, including Plaza del Sol and the former Kmart site.



FORMER KMART PLAZA

3. GATEWAY

The Gateway sub-area is located north of the Kissimmee Airport and is one of the areas with a mix of commercial, industrial, and residential uses.



VINE STREET AND DYER BLVD

4. ORANGE GARDENS

Orange Gardens is a residential neighborhood south of Vine Street. This sub-area will continue as a charming residential area celebrating its unique mid-century housing stock and network of connected streets.



ORANGE GARDENS BIRD'S EYE VIEW

5. MIXED-USE | MEDICAL

The Mixed-Use Medical sub-area, located closest to Downtown, largely falls within the city's medical district overlay.



OFFICE BUILDING ON OAK STREET

6. NEOVINE

NeoVine is located at the eastern end of the Vine Street CRA and is home to Valencia College.



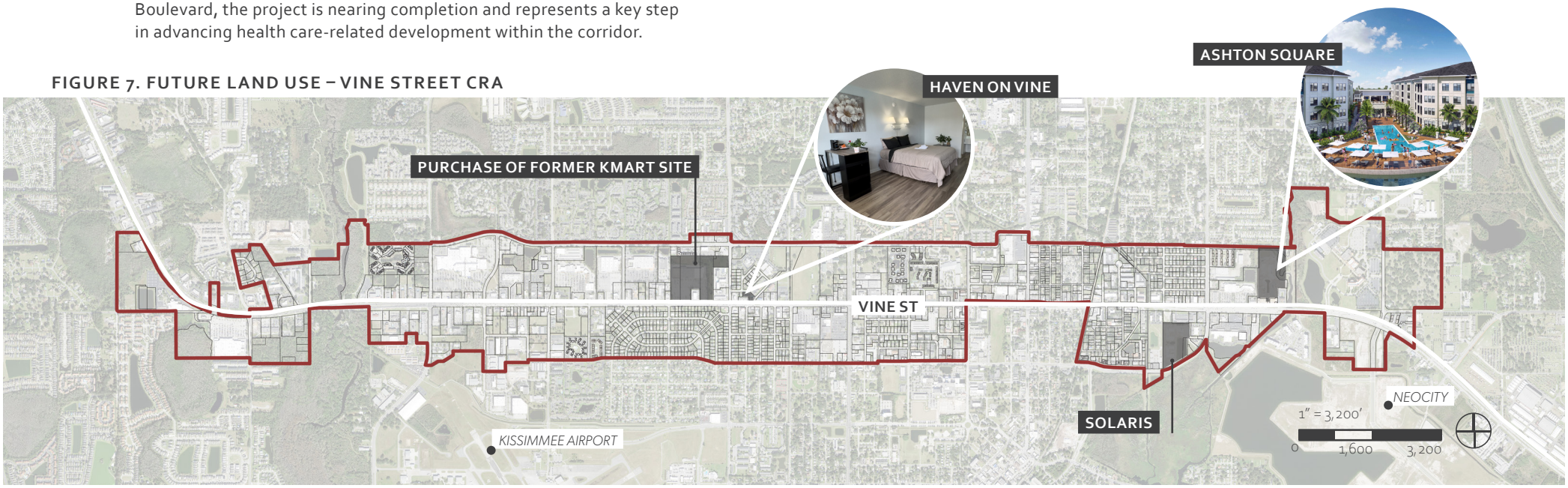
VALENCIA COLLEGE

Area Accomplishments

From 2012 to 2025, the Vine Street CRA has achieved several accomplishments, including:

- **Haven on the Vine:** In June 2023, the City began transforming the former Super8 Motel on West Vine Street into "Haven on the Vine," an affordable housing complex. With 123 units, the project addresses housing shortages by revitalizing underutilized properties.
- **Pioneer Project Incentive Grants (CRA)**
  - In 2023, the Vine Street CRA awarded a grant to TRJ. 4030 Kissimmee, LLC, for the renovation and development of a mixed-use project—demonstrating a commitment to stimulating economic growth in the area.
  - Another notable project is the Kissimmee Professional Plaza, which involves the redevelopment of a former theater into a two-story, state-of-the-art medical office building. Located at 1821 N. Armstrong Boulevard, the project is nearing completion and represents a key step in advancing health care-related development within the corridor.
- **New Development**
  - Ashton Square: 287 unit apartment development
  - Solaris: 256-unit apartment and townhome community
- **Land Acquisition**
  - Former Kmart Site Purchase: The CRA purchased the former Kmart site, a key property for future redevelopment that will contribute to revitalization efforts and provide opportunities for mixed-use development.
- **Partnership with Orlando Economic Partnership (OEP):** The City partnered with OEP to attract larger businesses to Vine Street. OEP conducted a year-long market analysis to identify economic opportunities and challenges, providing recommendations to guide future development.
- **FDOT Landscape Grant**

FIGURE 7. FUTURE LAND USE – VINE STREET CRA



Organizational Capacity

The current (2026) administrative structure for Kissimmee's Downtown and Vine Street CRAs consists of a three-person staff responsible for both the day-to-day operations and the longer-range implementation processes. In Downtown, the staff has the added responsibilities of administering its Main Street Program. These responsibilities are augmented on an as-needed basis, with the respective support of Planning, Public Works, Police, and Parks & Recreation Departments, among others. However economical this arrangement may be as a budgetary initiative, it may be sacrificing the ability to allocate resources in a timely manner, along with limiting the capacity to implement projects and programs identified in the respective CRA Plans more effectively.

Without unduly impacting the current Vine Street budgetary administrative overhead, a revised administrative structure is recommended. This modification should facilitate added external capacity, increased transparency, expanded community involvement, and strengthened advocacy for the CRA implementation efforts. The advocacy potential should pay dividends in leveraging more resources to support the CRA's goals and objectives.

The specific recommendation for the Vine Street CRA is to establish a Vine Street Advisory Board made up of property owners, business owners, employees, and others with vested interest in the corridor. This Advisory Board would include seven to nine members appointed by the City Commission who would meet on a regular basis to provide input and direction to staff in support of the CRA Plan. This entity would serve in an advisory capacity only—as an additional resource to address recommendations made to the CRA (i.e., City Commissioners serving in their CRA capacity) for any formal action.

Once the CRA Plan update is complete, the CRA Advisory Board would engage vested stakeholders, encouraging them to contribute their time, talent, and resources toward achieving the goals and objectives outlined in the update. The updated CRA Plan will address the following priorities identified through the public engagement process:

- Overall corridor safety and security
- Corridor appearance
- Development regulatory compliance
- Branding
- Public art
- Grant promotion
- Advocacy for support from other community institutions: Kissimmee/ Osceola & Hispanic Chambers, School Board, Valencia College, Habitat for Humanity, etc.
- Assist staff in identifying other resource leveraging opportunities

From an internal perspective, it is recommended that a staff member from each of the various departments—Planning, Housing and Community Development, Police, Public Works, Parks & Recreation—be assigned to the Advisory Board meetings to provide input as needed on agenda projects and programs. This should provide timely discussions on issues that impact the respective departments for a more seamless process of cooperation, coordination, and resource allocation.

Redevelopment Powers

The Vine Street Community Redevelopment Agency (CRA) was established by City Commission Resolution Documentary #12-064R on June 11, 2012, in accordance with Section 163.356, Florida Statutes. This resolution granted the CRA the authority to exercise all powers outlined in Chapter 163, Part III, necessary to implement and advance the goals of the Vine Street CRA Plan.

Governing Body

The Vine Street CRA is governed by the Kissimmee City Commission, which serves as the CRA Board in accordance with Florida Statutes Chapter 163, Part III. This dual role ensures alignment between citywide policies and redevelopment goals within the CRA.

CRA Board Composition

The CRA Board is composed of the five members of the Kissimmee City Commission, including the Mayor.

As the governing body of the CRA, the Board is responsible for:

- Approving and amending the CRA Plan
- Authorizing redevelopment projects and programs
- Overseeing the use of Tax Increment Financing revenues
- Ensuring compliance with state statutes and local redevelopment goals

The CRA operates with support from city staff and may also engage consultants, advisory committees, or community stakeholders to guide planning, implementation, and public engagement efforts.

Plan Duration

The projects, initiatives, and programs outlined in the CRA Plan are funded through Tax Increment Financing (TIF) revenues and must be implemented within 30 years of the CRA's establishment in 2012. This requirement sets a definitive deadline for completing all TIF-funded redevelopment activities by 2042.

Plan Modification

The Vine Street CRA Plan may be modified in accordance with Section 163.361, Florida Statutes, which governs amendments to CRA Plans. If the CRA determines a modification is necessary, it will submit a recommendation to the City Commission. Amendments may include changes to the CRA's boundaries—either adding or removing land—or the incorporation of new initiatives, such as community policing strategies. Since its creation in 2012, the CRA Plan has been updated once in 2026. This update reflects the CRA's ongoing commitment to adapt to evolving community needs, development opportunities, and strategic priorities.

Trust Fund

In accordance with Section 163.387, Florida Statutes, a Redevelopment Trust Fund may be established following the approval of a CRA Plan. This fund is created by ordinance and is essential for the CRA to receive and spend Tax Increment Financing (TIF) revenues. These funds are used exclusively to finance or refinance redevelopment activities outlined in the approved CRA Plan. The annual contribution to the trust fund is based on the incremental increase in ad valorem tax revenues generated within the CRA.

TIF Background and Revenue Projections

In 2024, the Vine Street CRA had a total taxable value of nearly $712.4 million, with approximately $3,044,800 realized as TIF revenues to the Redevelopment Trust Fund. Over the past 10-year period from 2015 to 2024, the Vine Street CRA experienced a Compound Annual Growth Rate (CAGR) of 6.9% in total taxable value and collected approximately $10,209,700 in TIF revenues.

In 2025, the initial year of projections, the Vine Street CRA is estimated to have a total taxable value of nearly $739.1 million, which equates to about $3.3 million realized as TIF revenues. From 2025 through the current sunset date in 2042, the Vine Street CRA is projected to generate between $96.2 million and $111.6 million in TIF revenues, which equates to an annual average of roughly $5.3 million to $6.2 million. During this same projection period, the Vine Street CRA is projected to experience a CAGR of 3.0% in total taxable value through 2042. This rate of annual growth is consistent with what the Vine Street CRA has historically been realizing in TIF revenue growth since its adoption.

TABLE 1. TAX INCREMENT REVENUES (2025–2042), MODERATE PROJECTION SCENARIO

FY Year	Total Taxable Value	Total Increment Value less Base Year[1]	City Contribution at 95%[2]	County Contribution at 70%[2,3]	Total Annual Tax Increment
2025	$739,101,100	$361,900,200	$1,590,200	$1,697,300	$3,287,500
2026	$766,346,500	$389,145,600	$1,709,900	$1,825,100	$3,535,000
2027	$794,136,700	$416,935,800	$1,832,000	$1,955,400	$3,787,400
2028	$822,482,700	$445,281,800	$1,956,600	$2,088,400	$4,045,000
2029	$851,395,800	$474,194,900	$2,083,600	$2,224,000	$4,307,600
2030	$880,887,000	$503,686,100	$2,213,200	$2,362,300	$4,575,500
2031	$910,968,000	$533,767,100	$2,345,400	$2,503,400	$4,848,800
2032	$941,650,600	$564,449,700	$2,480,200	$2,647,300	$5,127,500
2033	$972,947,100	$595,746,200	$2,617,700	$2,794,000	$5,411,700
2034	$1,004,869,400	$627,668,500	$2,758,000	$2,943,800	$5,701,800
2035	$1,037,430,100	$660,229,200	$2,901,100	$3,096,500	$5,997,600
2036	$1,070,642,100	$693,441,200	$3,047,000	$3,252,200	$6,299,200
2037	$1,104,519,200	$727,318,300	$3,195,900	$3,411,100	$6,607,000
2038	$1,139,072,700	$761,871,800	$3,347,700	$3,573,200	$6,920,900
2039	$1,174,318,300	$797,117,400	$3,502,600	$3,738,500	$7,241,100
2040	$1,204,195,800	$826,994,900	$3,633,800	$3,878,600	$7,512,400
2041	$1,234,670,800	$857,469,900	$3,767,800	$4,021,500	$7,789,300
2042[4]	$1,265,755,300	$888,554,400	$3,904,300	$4,167,300	$8,071,600
		Total	**$48,887,000**	**$52,179,900**	**$101,066,900**

SOURCE: FDOR; OSCEOLA COUNTY PROPERTY APPRAISER; CITY OF KISSIMMEE; GAI CONSULTANTS. NOTES: REPRESENTS THE MODERATE SCENARIO. TOTALS MAY NOT ADD DUE TO ROUNDING. (1) ASSUMES 2012 BASE YEAR OF $377,200,930. (2) APPLIES MILLAGE RATE OF 4.6253 FOR THE CITY AND 6.7000 FOR THE COUNTY. (3) 70% PARTICIPATION RATE PER INTERLOCAL AGREEMENT (RESOLUTION #12-064R). (4) THE AGENCY'S CURRENT SUNSET DATE, 2042.

02

Background

IN THIS CHAPTER

2.1 Existing Land Uses

2.2 Future Land Uses, Zoning Regulations, and Overlays

2.3 Comfort and Appearance

2.4 Access and Connectivity

2.5 Parcel Characteristics

This chapter provides an overview of existing conditions within the Vine Street CRA, which helped inform the Plan vision, guiding principles, and recommended actions. The analysis includes an inventory of land uses—highlighting sub-area trends and the role of hotels and commercial plazas as both challenges and redevelopment opportunities. It also summarizes the regulatory framework, including a mix of Euclidean zoning, Form-Based code, and FLU designations centered on Mixed-Use along Vine Street. Community-identified priorities, such as safety, comfort, and corridor appearance, are emphasized alongside key issues related to crime, code enforcement, and pedestrian conditions. In addition, this chapter addresses access and connectivity through major roadways and transit systems and evaluates parcel characteristics—such as vacancy, size, and building age—to identify strategic redevelopment opportunities that support the corridor's long-term vision.

2.1
Existing Land Uses

This section offers a comprehensive overview and inventory of the existing land uses within the city and the Vine Street CRA. For the CRA, detailed breakdowns of land uses are provided by sub-areas, highlighting the percentage per use. Additionally, this section includes an overview of the hotels and commercial plazas within the CRA—discussing their current challenges and potential opportunities for redevelopment and improvement.

Citywide Existing Land Use

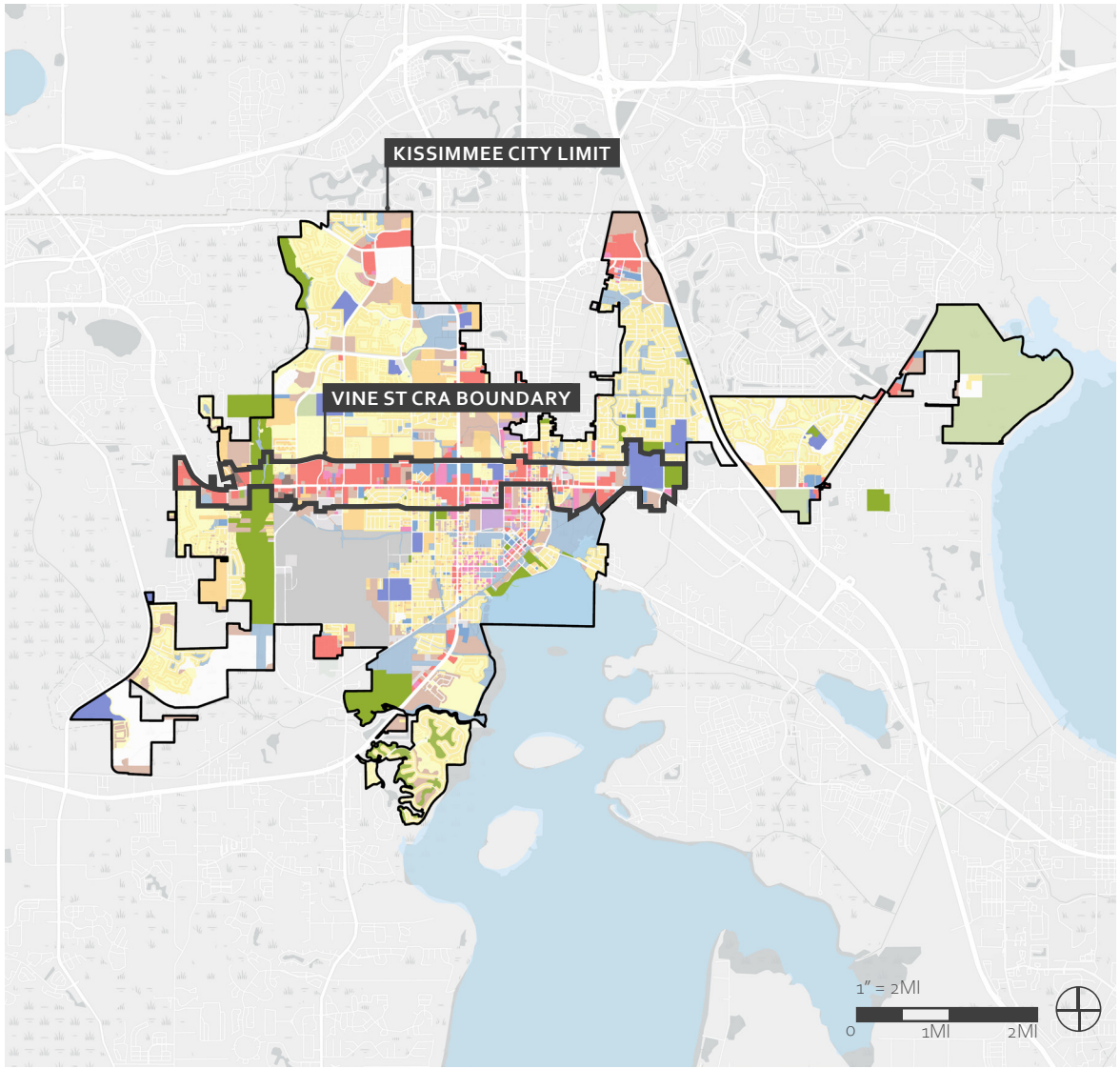
The predominant existing land uses across the city are multi-family residential and single-family residential, which together account for 42% of the total land area. This is followed by governmental uses, which make up 19.6% of the land, including large, vacant municipal properties and parks that are not designated as open space. Vacant land constitutes nearly 10% of the city's total land area, while commercial uses, primarily located along the Vine Street corridor, account for approximately 6%.

LEGEND

MULTI-FAMILY RESIDENTIAL	21%
SINGLE-FAMILY RESIDENTIAL	20.4%
GOVERNMENTAL*	19.6%
VACANT	9.6%
AGRICULTURAL	7.3%
COMMERCIAL	5.8%
UNDEFINED	5.8%
SCHOOLS	3.2%
OFFICE	1.9%
INDUSTRIAL	1.7%
OPEN SPACE	1.4%
CHURCHES/CLUBS	1.3%
HOSPITALS	0.5%
STREETS/MISC.	0.3%
HOTEL	0.2%

*INCLUDES LARGE, VACANT MUNICIPAL LANDS OR PARKS NOT CONSIDERED OPEN SPACE AND SYMBOLIZED

FIGURE 8. CITYWIDE EXISTING LAND USE



Vine Street CRA Existing Land Use Map

The top six existing land uses within the Vine Street CRA are as follows: commercial uses make up the largest share at 29.8%, followed by vacant land, which accounts for 11.3% of the area. Multi-family residential properties represent 9.9%, while schools occupy 9.1% of the land. Single-family residential areas make up 9%, and Office spaces contribute 8%. These land use patterns reflect the corridor's mix of commercial activity, residential spaces, and institutional uses, alongside a significant amount of vacant land that presents potential for future development. This diversity in land uses offers opportunities for balanced growth and targeted revitalization efforts in the CRA.

The top four predominant land uses in the CRA are commercial (30%), vacant (11%), multi-family (10%), and schools (9%)

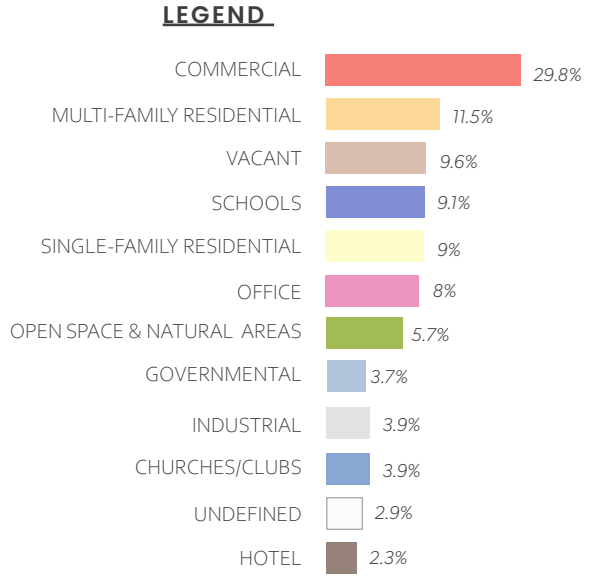
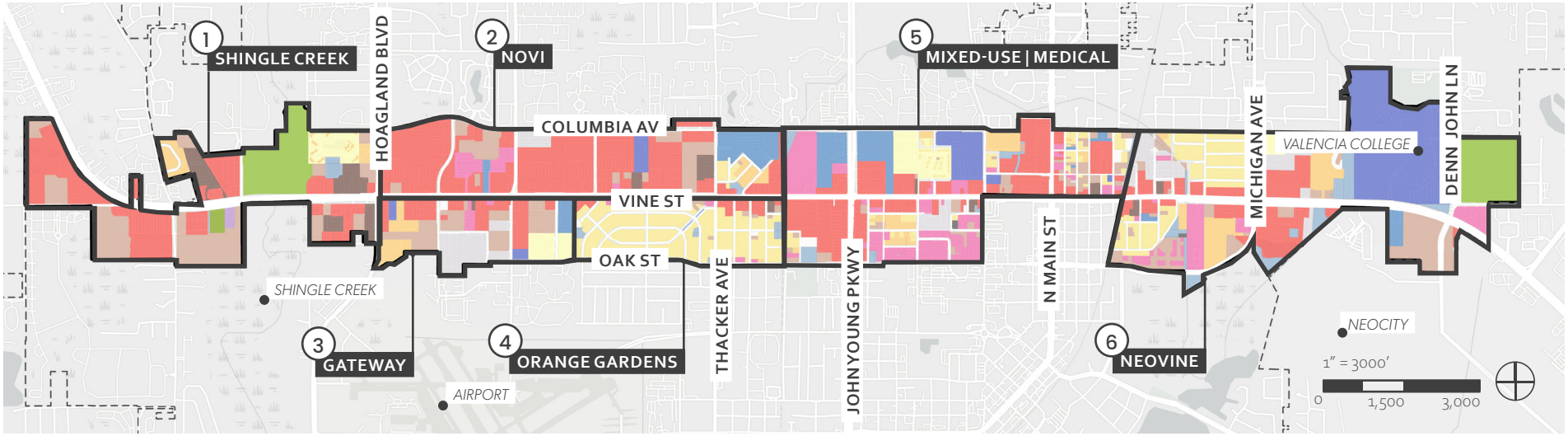


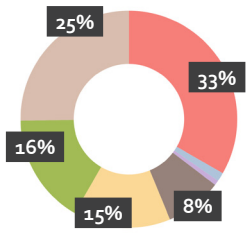
FIGURE 9. VINE STREET CRA EXISTING LAND USE MAP



SOURCE: OSCEOLA COUNTY PROPERTY APPRAISER AND DEPARTMENT OF REVENUE (DOR)

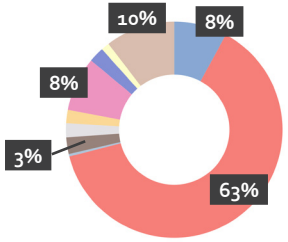
The graphs below provide a breakdown of the existing land uses by sub-areas, along with the most prominent uses.

FIGURE 10. VINE STREET CRA SUB-AREAS EXISTING LAND USE GRAPHS



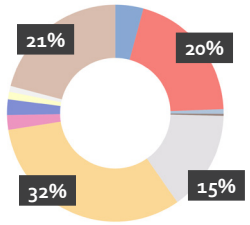
1. SHINGLE CREEK

The most prominent land uses in the Shingle Creek sub-area is commercial with 33%, followed by vacant parcels (25%), open space (16%), multi-family residential (15%). Hotels compose 8% of the area.



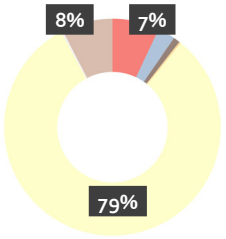
2. NOVI

The most prominent land use in the NOVI sub-area is commercial with 63%, followed by vacant parcels (10%), churches/clubs (8%), office (8%). Hotels compose 3% of the area.



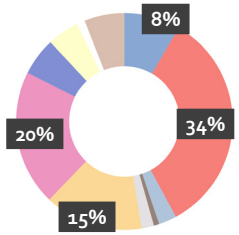
3. GATEWAY

The four prominent land uses are multi-family residential (32%), vacant parcels (21%), commercial (20%), and industrial (15%). Hotels compose 3 % of the area.



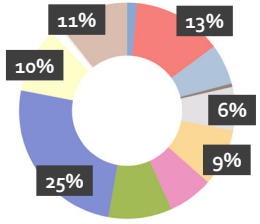
4. ORANGE GARDENS

The most prominent land use is single-family residential (79%).



5. MIXED-USE | MEDICAL

The four most prominent land uses are commercial (34%), office (20%), multi-family residential (15%), and churches/clubs (8%).



6.NEOVINE

The most prominent land uses are schools (25%), followed by residential (10% and 9%), commercial (13%), and vacant land (11%).

SOURCE: OSCEOLA COUNTY PROPERTY APPRAISER AND DEPARTMENT OF REVENUE (DOR)

- The sub-areas with the highest concentration of **commercial uses** are NOVI (63%), mixed-use medical (34%), and Shingle Creek (33%). Commercial uses include hotels.
- The sub-areas with the highest concentration of **residential uses** are Orange Gardens (79%) and Gateway (33%).
- The sub-areas with the highest concentration of **Industrial uses** are Gateway (15%) and NeoVine (6%).
- The sub-areas with the highest concentration of **vacant parcels** are Shingle Creek (25%), Gateway (21%), NeoVine (11%), and NOVI (10%).
- The sub-areas with the highest concentration of **hotels uses** are Shingle Creek (8%) and NOVI (8%).

LEGEND

- SINGLE-FAMILY RESIDENTIAL
- MULTI-FAMILY RESIDENTIAL
- COMMERCIAL
- OFFICE
- HOTEL
- SCHOOLS
- CHURCHES/CLUBS
- GOVERNMENTAL
- INDUSTRIAL
- VACANT

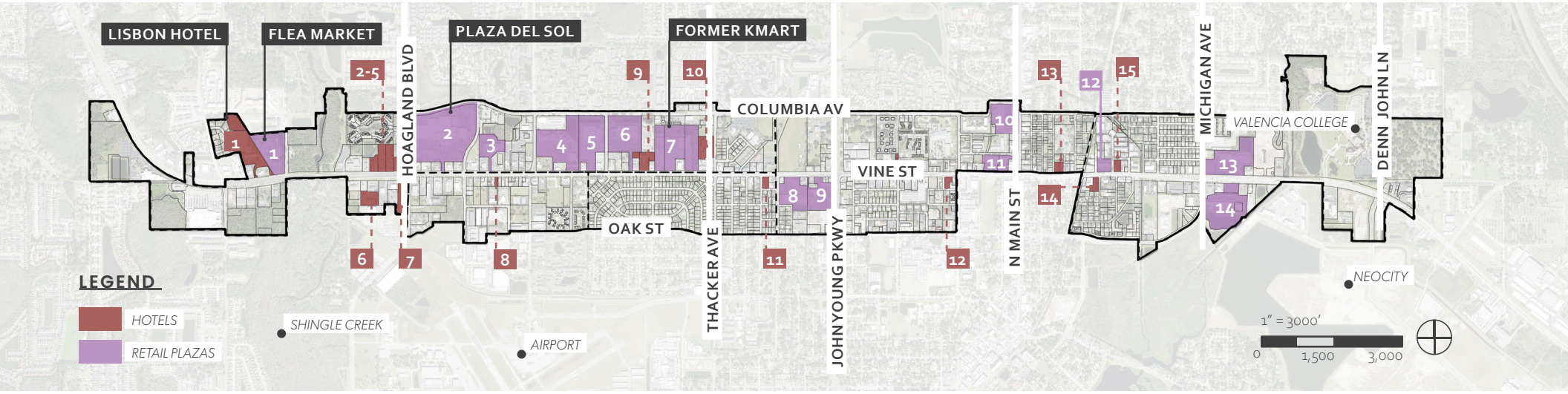
Hotels and Commercial Plazas

The Vine Street CRA has a significant number of hotels and shopping plazas. These sites can function as economic catalysts, but some of these properties, mainly the hotels, are the source of the most of the police calls and code enforcement violations. Most of these hotels and plazas were constructed before 1990, indicating that they are aging structures likely in need of modernization and improvements. Therefore, this could be a sign that these properties need improvements or redevelopment.

The CRA had a total of **17 hotel sites** and, as of YTD 2024 estimates, 1,314 hotel rooms—composing 88% of the total hotel rooms within the city.

The CRA also comprises 14 shopping plazas, of which the majority were built before 1990.

FIGURE 11. VINE STREET CRA HOTELS AND RETAIL PLAZAS MAP







1. The Lisbon Hotel

ADDRESS:4311 W Vine St #192
PARCEL ACREAGE: 7.53 Ac
BUILDINGS SF: 81,897 SF
NUMBER OF ROOMS: 170

2.2
Future Land Use, Zoning Regulations, and Overlays

This section provides an overview of the zoning, future land use (FLU), and standards regulations affecting the Vine Street CRA's development.

The current zoning in the CRA is a blend of Euclidean zoning and form-based code. The FLU revolves around low density residential and mixed-use. Vine Street primarily falls under the Mixed-Use – Vine Street designation.

This section aims to provide an overview of all the regulations shaping the community's present and future. A more in-depth analysis will be completed throughout the master planning process; however, this section includes initial recommendations of possible changes to be made to streamline the regulatory process.

Vine Street CRA Future Land Use

The Vine Street CRA future land use (FLU) is predominately mixed-use, with Vine Street at 86.9%. This designation places emphasis on infill development, redevelopment, and transit-oriented design. The Comprehensive Plan has established the mix of uses to be 0%–15% residential and 85%–100% nonresidential—allowing a maximum project density and intensity of up to 40 dwelling units per acre and a floor area ratio (FAR) of 5.0. The corridor is anchored on either end with large recreation-designated areas.

DISCLAIMER: The Future Land Use Map shown in this 2026 CRA Plan was current at the time of adoption. The City anticipates future updates to land use classifications and nomenclature; therefore, users should consult the most recently adopted Future Land Use Map and Comprehensive Plan for current designations.

86.9% of the Vine Street CRA falls within the mixed-use FLU category.

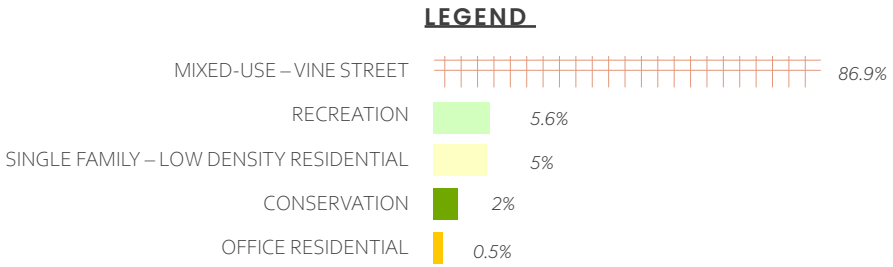
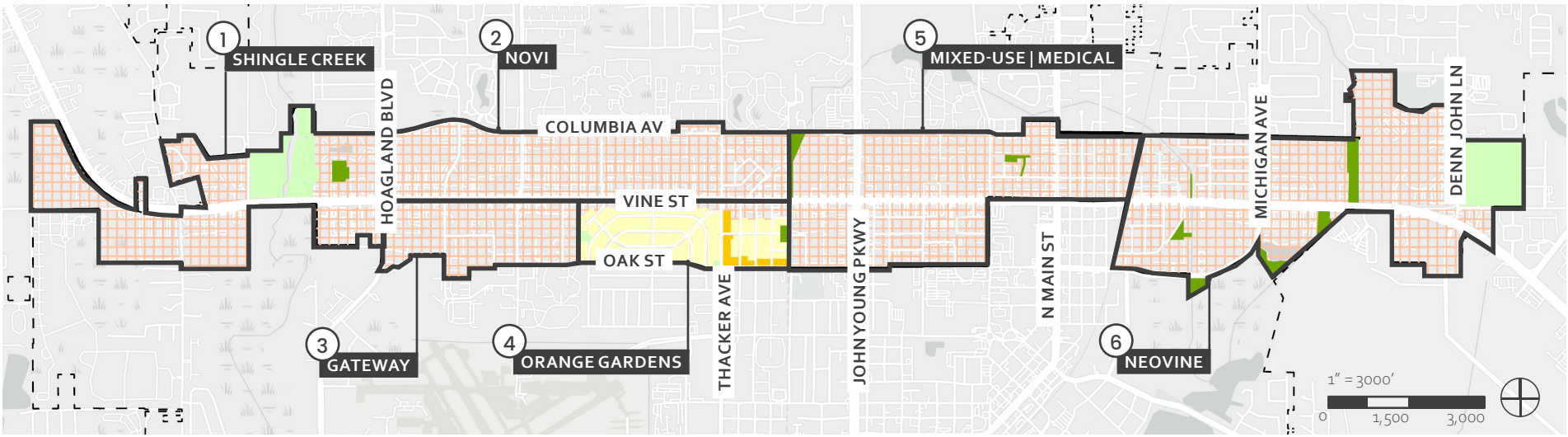


FIGURE 12. VINE STREET CRA FUTURE LAND USE (2025)



SOURCE: CITY OF KISSIMMEE (2025)

53% of the CRA is zoned Mixed-Use Urban Core

Vine Street CRA Zoning

The zoning within the Vine Street CRA is governed by a mix of form-based code, covering 70% of the CRA, and traditional Euclidean zoning, covering 30%—encompassing a total of 12 distinct zoning categories.

The form-based code regulations aim to: 1) Promote transit-oriented design; 2) Encourage infill development; 3) Facilitate lot aggregation; and 4) Foster redevelopment on underutilized sites. The form-based code categories within the CRA include T5, T4, and T1. The T5 mixed-use urban core zone accounts for over half of the CRA land, followed by the Euclidean zoning special district (12%), and the mixed-use planned unit development (11%).

The numerous zoning categories add a level of complexity that can hinder redevelopment efforts and discourage investment. Residents and business owners may be confused about what is permissible in their area, leading to potential violations.

LEGEND

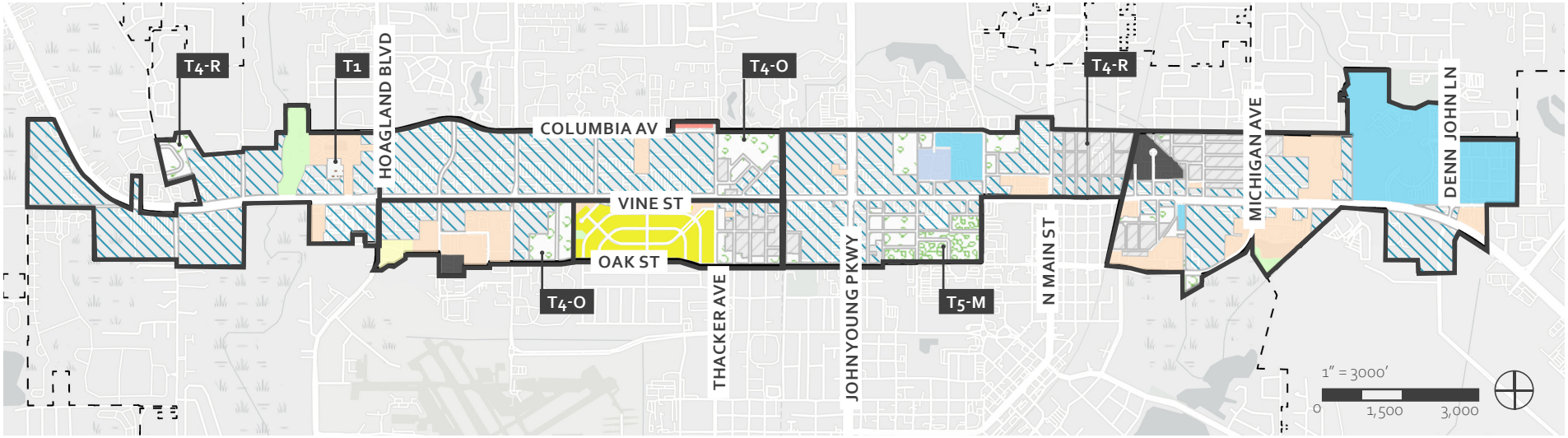
Form-Based Code Categories

T5-U (MIXED-USE URBAN CORE)	53%
T4-O (NEIGHBORHOOD OPEN)	7.2%
T4-R (NEIGHBORHOOD RESTRICTED)	6.6%
T5-M (MIXED-USE CENTER)	1.9%
T1 (NATURAL)	0.2%

Euclidean Zoning Categories

SD (SPECIAL DISTRICT)	11.9%
MUPUD (MIXED-USE PLANNED UNIT DEVELOPMENT)	10.8%
RA-2 (SINGLE FAMILY RESIDENTIAL)	3.7%
OS (OPEN SPACE)	1.7%
IB (INDUSTRIAL BUSINESS)	1.4%
SRPUD (SHORT TERM RENTAL PLANNED UNIT DEVELOPMENT)	0.7%
RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT)	0.5%
B-2 (NEIGHBORHOOD COMMERCIAL)	0.2%

FIGURE 13. ZONING - VINE STREET CRA

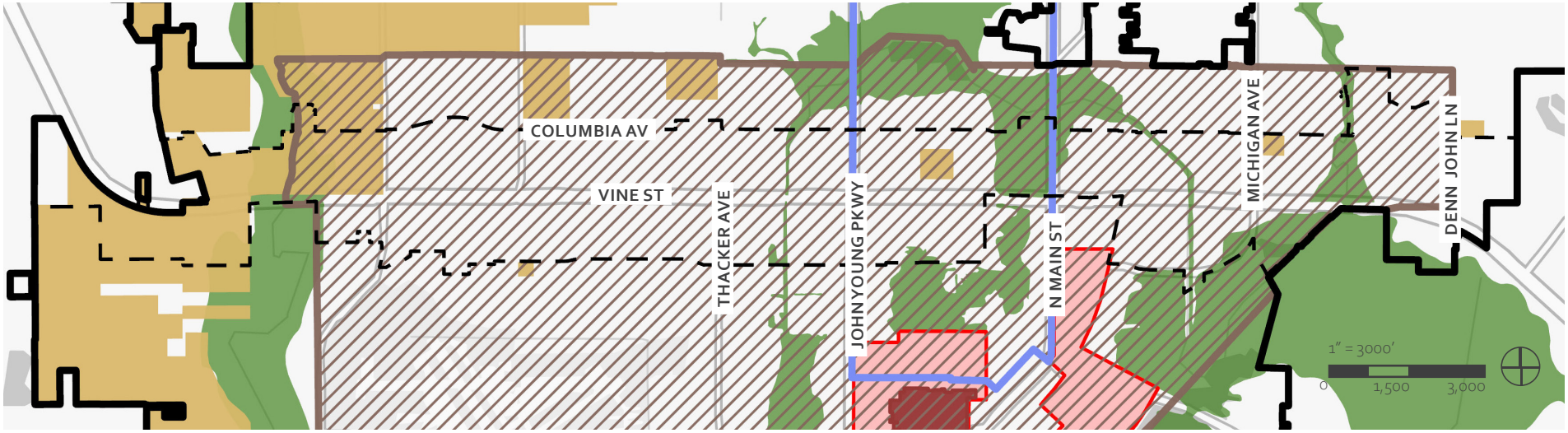


SOURCE: CITY OF KISSIMMEE

Overlays

Several overlay districts apply within and around the Vine Street CRA. Within the CRA, the primary overlays include the Multimodal Transportation Overlay (MTO), Conservation Overlay (CO), Short Term Rental Overlay (STO), and Medical District Overlay, each of which provides additional standards and policy guidance to address transportation, environmental resources, lodging accommodations, and healthcare-related development. In addition, other overlay districts located adjacent to or overlapping portions of the surrounding area, such as the Historic Preservation Overlay (HPO) and CRA Bed and Breakfast Overlay District, contribute to the broader character and development patterns of the corridor.

FIGURE 14. OVERLAYS MAP



SOURCE: CITY OF KISSIMMEE

2.3
Comfort and Appearance

Ensuring both comfort and safety along the Vine Street CRA is a critical priority, as these themes consistently emerged as top concerns among working group members, focus groups, community open house participants, and the broader Kissimmee community. In an online survey, respondents emphasized the importance of creating safe streets for all users and addressing challenges related to the unhoused population, with these issues collectively receiving 240 votes. Despite this strong community consensus, the corridor currently faces a range of overlapping safety and aesthetic challenges that impact daily life and overall perception of the area. Input gathered from residents, business owners, public safety officials, and other stakeholders highlights ongoing concerns, including frequent police incidents and code enforcement violations at local hotels, increased activity related to crime and the unhoused population, and unsafe conditions for pedestrians and cyclists due to narrow sidewalks and limited bicycle infrastructure. At the same time, the visual character of the corridor is hindered by aging buildings, vacant or undermaintained properties, excessive paved surfaces, and a lack of cohesive design, landscape, and shade. These conditions are further reflected in the high volume of code enforcement citations and the concentration of traffic accidents in key segments of the corridor—underscoring the need for targeted strategies that improve safety, enhance the public realm, and create a more attractive and welcoming environment for all users.

Safety and Aesthetic Challenges

The Vine Street CRA faces several safety and appeal challenges. Below is a summary of the issues identified by working group members, business owners, residents, Police, the Code Enforcement Department, and other stakeholders during the community input process.

Safety issues include:

- Hotels frequently receive police calls for issues such as drug violations, maintenance problems, and domestic disturbances
- Hotels frequently receive code enforcement violations
- Rapid increase in the unhoused population and camps on vacant and unattended land
- Crime activities like drug violations and stolen vehicles, among others.
- Unsafe road conditions for cyclists and pedestrians
- Narrow sidewalks
- Inadequate bicycle facilities

Aesthetic issues related to the streetscape and sites include:

- Lack of character and cohesion
- Aging building stock
- Vast areas of paved surfaces and limited green space
- Illegal signage
- Unmaintained vegetation
- Lack of landscape and shade trees
- Garbage
- Vacant land



FORMER KMART SITE



VINE STREET @ EMORY AVE

Code Enforcement Violations (3-Year Period)

From November 2021 to June 2024, the Code Enforcement Department issued 2,112 citations, which averages 700 a year, to properties in the Vine Street CRA. The top five types of citations are the following listed below, and other citations are represented on the bar graph.

- Establishment without business licenses (628 citations)
- Nonconforming or unpermitted signs or/and banners (339 citations)
- Junk and trash build-up (312 citations)
- Oversized vehicles, trailers, boats, or abandoned vehicles (273 citations)
- Overgrown or dead landscape (234 citations)

The heat map below represents areas with the highest (dense) and lowest (sparse) concentrations of citations in the corridor. The highest concentrations are in the Shingle Creek, NOVI, and Orange Gardens sub-areas.

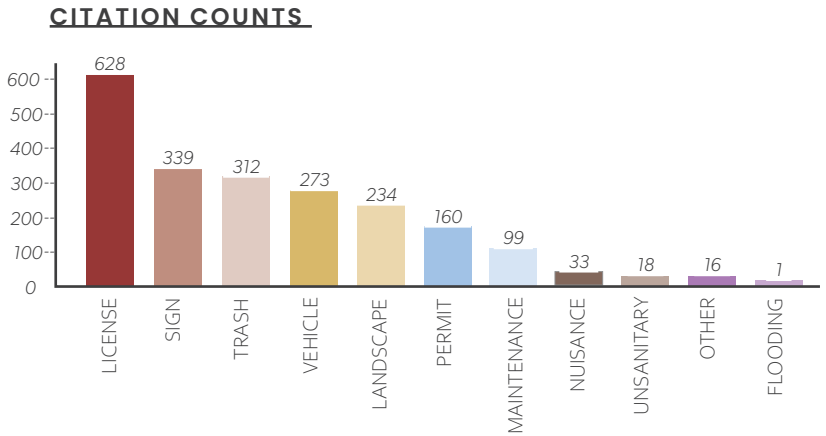
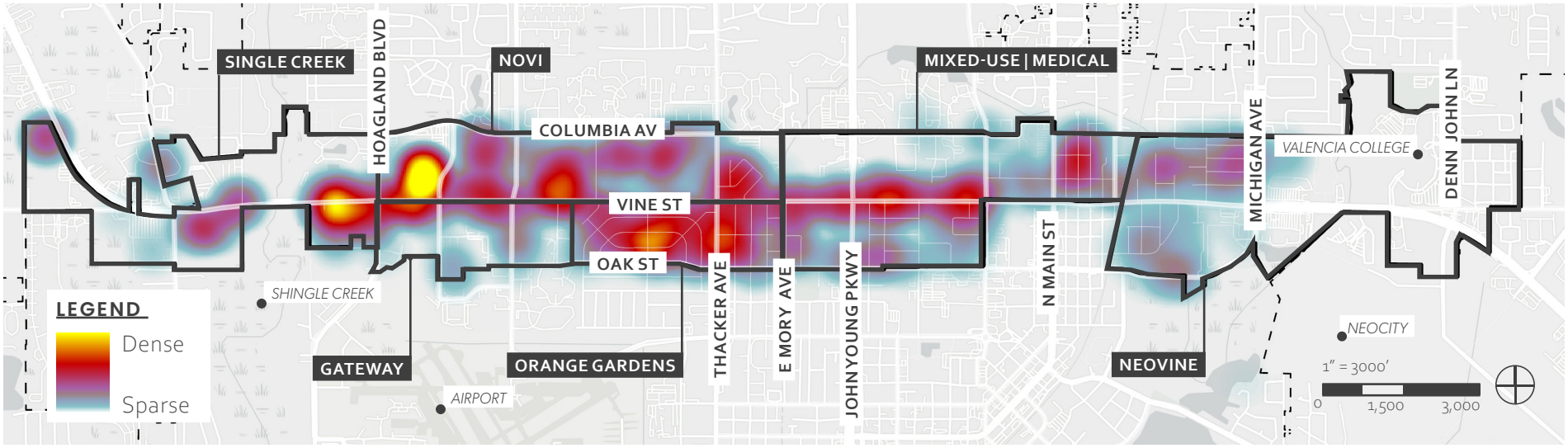


FIGURE 15. VINE STREET CRA CODE ENFORCEMENT VIOLATIONS & POLICE CALLS HEAT MAP



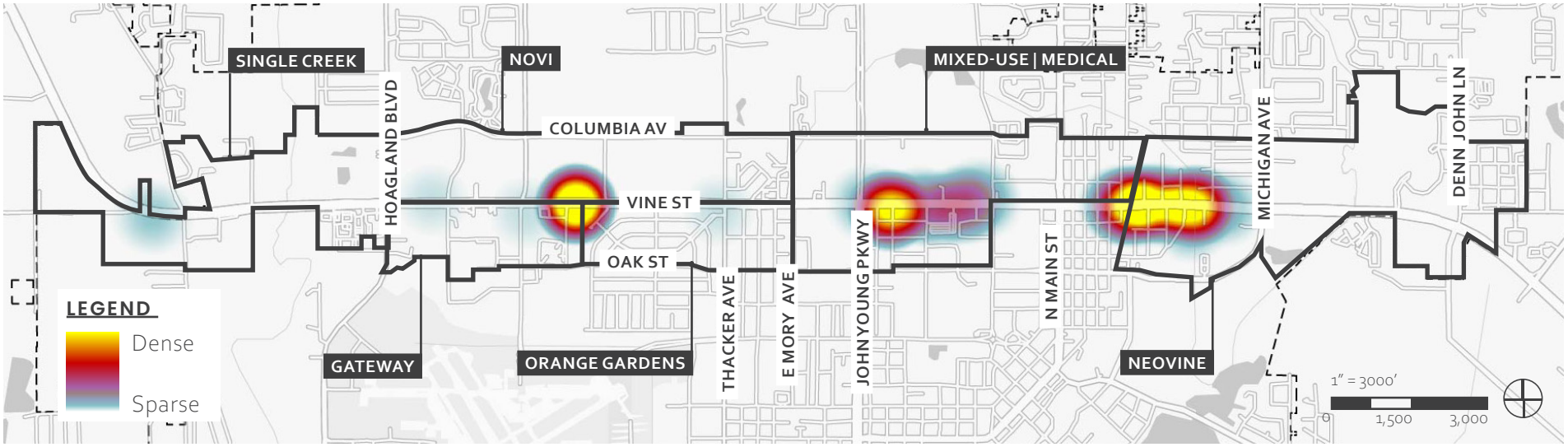
SOURCE: CITY OF KISSIMMEE

Vine Street Crash Data

The Vine Street CRA has seen a significant number of traffic accidents over the last five years. Traffic accidents are one factor tracked when establishing a CRA. As such, the following map highlights the areas where the majority of the accidents occur.

Vine Street has several "pain points" where traffic accidents are most likely to happen. The border where Mixed-Use Medical (MUM) subarea transitions into the NeoVine sub-area. Redevelopment strategies require careful examination of areas of high traffic accidents to: 1) create safer situations in the present; and 2) prepare the CRA for continued enhancement as part of the City's multimodal plans.

FIGURE 16. VINE STREET CRA CRASH DATA MAP



SOURCE: CITY OF KISSIMMEE

2.4
Access and Connectivity

The City of Kissimmee's transportation network is designed to accommodate various travel modes, ensuring connectivity and accessibility for residents and visitors. Major roads include US 192 (Vine Street), which runs east-west through the city, and US 17-92 (John Young Parkway), a significant north-south corridor, both highlighted in the regional transportation map.

The city is served by LYNX, the Central Florida Regional Transportation Authority that operates several bus routes connecting Kissimmee to neighboring areas, including Orlando. Kissimmee also has two stops on the SunRail commuter rail line, located in Downtown and the Tupperware area. This passenger rail line offers convenient access to downtown Orlando and other key destinations in Central Florida.

Transportation System

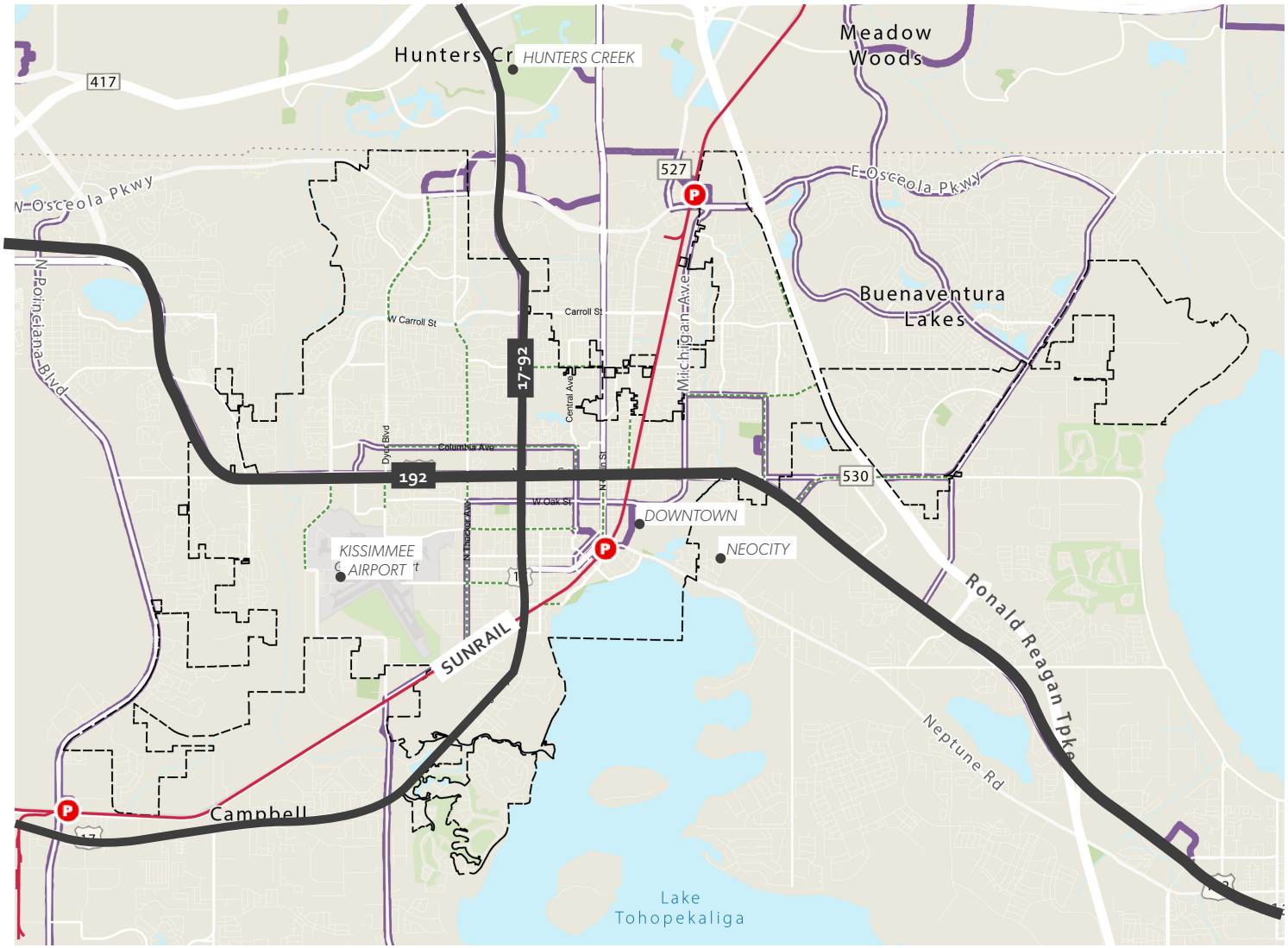


FIGURE 17. REGIONAL TRANSPORTATION MAP

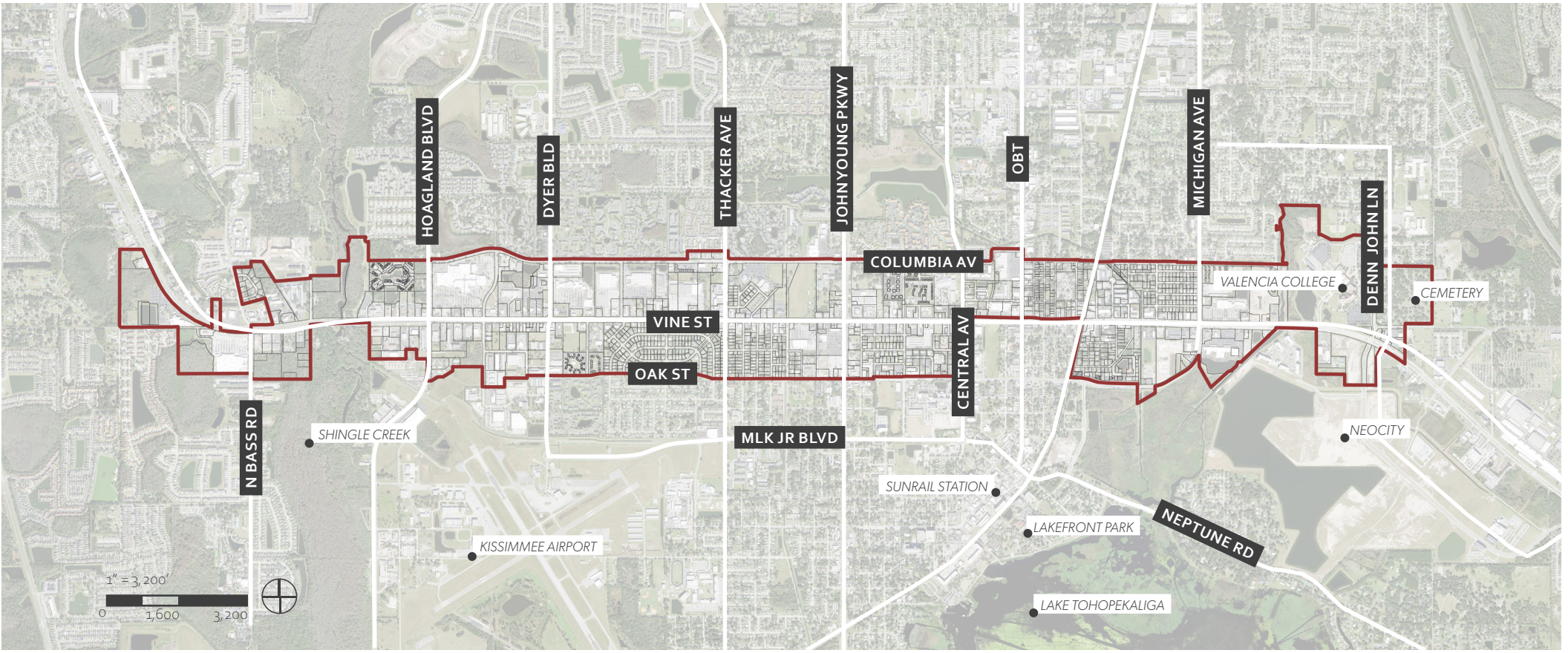
Vine Street Street Connectivity Network

Vine Street (US 192) is a 5-mile east-west corridor that runs through various areas within the CRA. Parallel to Vine Street to the north, is Columbia Avenue, a four-lane suburban road. To the south is Oak Street, a neighborhood-scale street.

Several perpendicular streets run north-south across the CRA, including Hoagland Boulevard, Dyer Boulevard, Thacker Avenue, John Young Parkway, Central Avenue, Main Street/OBT, Michigan Avenue, and Denn John Lane.

Other streets outside the CRA that contribute to regional connectivity to NeoCity and the City of St. Cloud include MLK Boulevard and Neptune Road. All these roads are represented in the Street Connectivity Network Map below.

FIGURE 18. VINE STREET CRA CONNECTIVITY NETWORK MAP





VINE STREET BIRD'S EYE AND STREET-LEVEL VIEW

Vine Street

Vine Street is a wide, six-lane, divided roadway designed to accommodate high traffic volumes. Vine Street is well served by public transit, with several LYNX bus routes running along the corridor. Bus stops are conveniently located, providing easy access to public transportation for residents and visitors. Vine Street experiences heavy traffic, especially during peak hours, leading to congestion and delay. Multiple intersections with traffic signals can create bottlenecks, slowing down the flow of vehicles, and there are limited alternative routes for drivers, which can exacerbate congestion on Vine Street.



COLUMBIA AVENUE BIRD'S EYE AND STREET-LEVEL VIEW

Columbia Avenue

Columbia Avenue is a two-way, three-lane, east-west suburban street with a 4-ft on-street bike lane on one side. This bike facility is part of the Kissimmee Trail. The street often feels like the "back of the house", because most land uses do not front the street. Instead, storm water facilities and parking lots from the large plaza in the NOVI sub-area face Columbia Avenue. The street also requires utility upgrades, according to the City's Public Works Department. This makes Columbia Avenue an ideal candidate for redesign, offering a chance to widen the bike facility.



OAK STREET BIRD'S EYE AND STREET-LEVEL VIEW

Oak Street

Oak Street is a two-way 2-lane and 4-lane east-west neighborhood street that offers a low-speed, low-traffic alternative for traveling from the Gateway sub-area to Downtown. This street has the potential to be redesigned as a complete street, providing a low-stress option for a bicycle facility.

Citywide Transportation Projects

The map below highlights all the proposed transportation projects for the City that will affect the Vine Street area. These projects aim to enhance connectivity, improve traffic flow, and increase safety for pedestrians and cyclists. Additional area transportation projects and plans are listed on the following page.

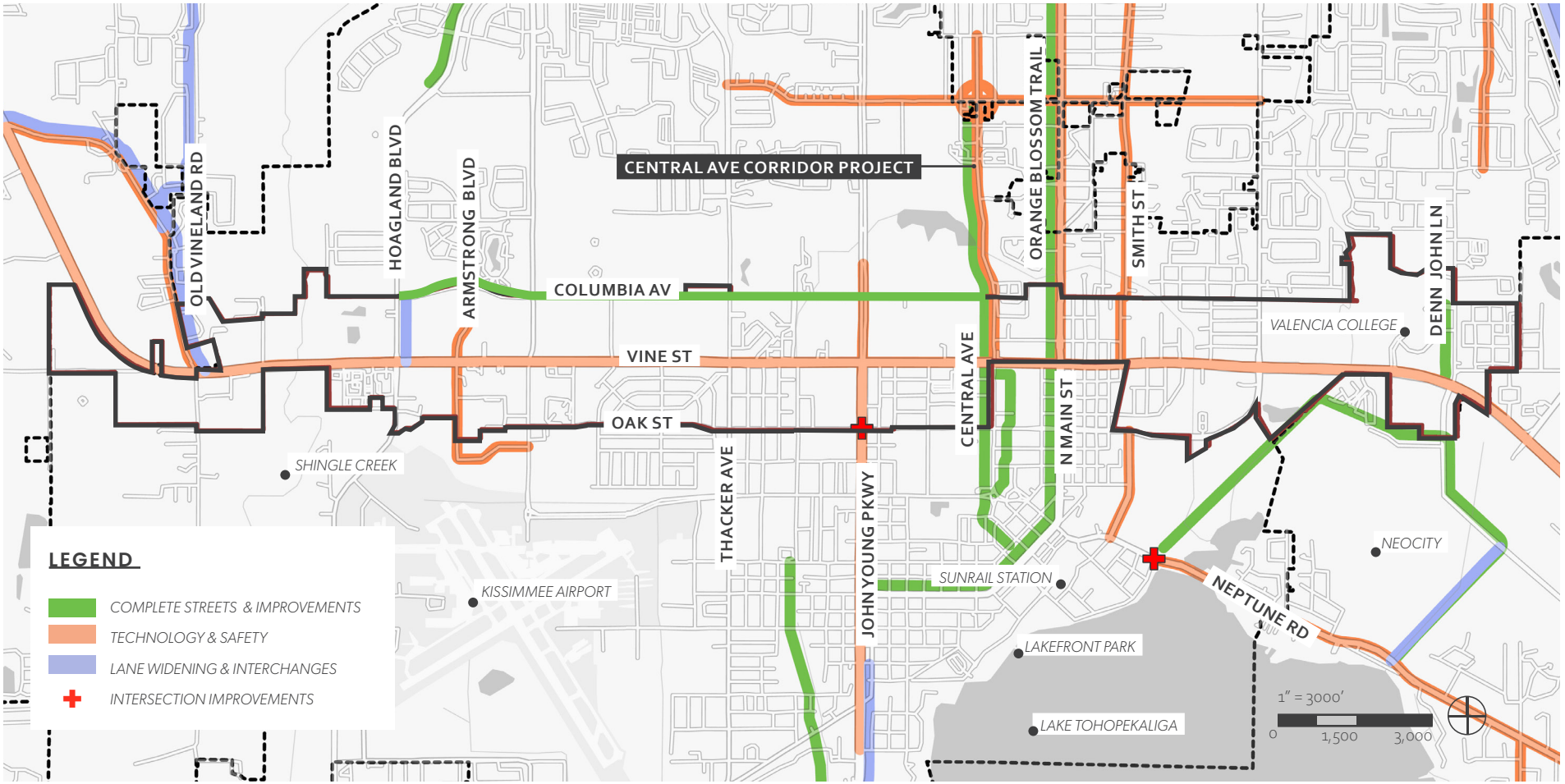


FIGURE 19. TRANSPORTATION PROJECTS MAP

Parks, Natural Areas, and Trails

The plan below highlights all the natural areas, parks, and open spaces in close proximity to the CRA and the existing and proposed trail systems. Shingle Creek is the only natural area within the CRA, and the Rose Hill Cemetery the only open space.

Other parks adjacent to the area include Oak Street Park and Community Center, Rainbow Park, and the Bob Makinson Aquatic Center. Other open and recreational areas include the Lakefront Park and Lake Tohopekaliga.

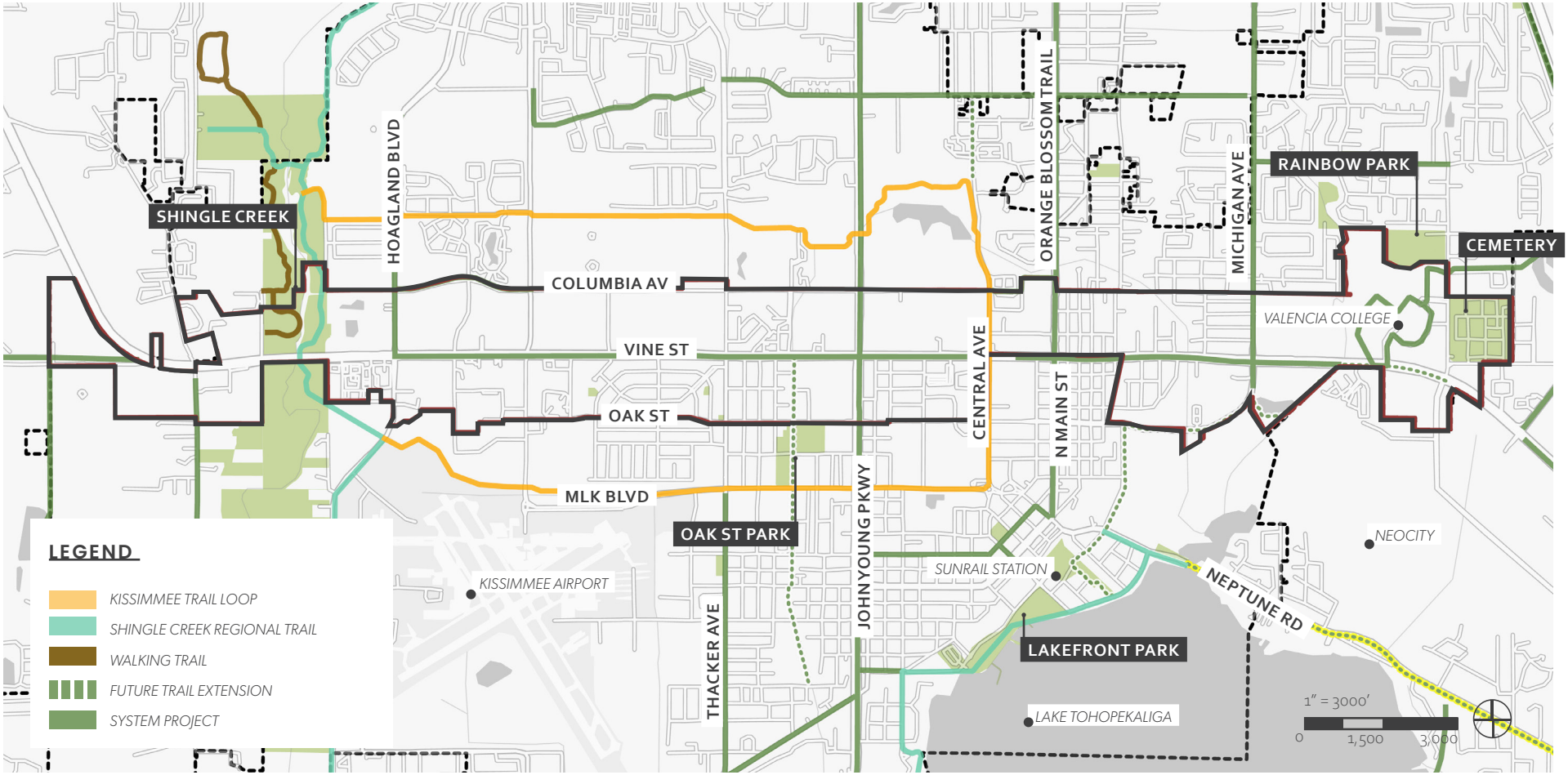


FIGURE 20. PARK, NATURAL AREAS AND TRAILS MAP

2.5
Parcel Characteristics

In this section, a comprehensive analysis of parcel characteristics was conducted to gain a deeper understanding of various aspects such as the vacancy status of the land, parcel sizes, the age of existing building structures, and the land-to-value ratio. This analysis aims to identify potential sites for redevelopment.

This detailed analysis is particularly beneficial for the Vine Street CRA Plan update and the future revitalization of the area. By identifying parcels with high redevelopment potential, the Plan can strategically target areas that will most effectively contribute to the community's growth and improvement. Understanding the current state of the land and buildings allows for more informed decision-making—ensuring resources are allocated efficiently and redevelopment efforts align with the overall vision for revitalizing Vine Street.

Vacant Land

A comprehensive vacant land analysis was completed, revealing that approximately 11% of the CRA's land area is currently vacant. This land is categorized into commercial (62.9%), residential (6.2%), industrial (9.4%), and institutional (3%) uses. Uniquely, the City of Kissimmee considers parking lots and storm water areas as vacant land, a classification uncommon in other municipalities, as these spaces typically serve specific supporting purposes. These vacant parcels offer significant redevelopment opportunities throughout the CRA. The map on this page highlights all vacant land within the CRA and identifies areas with potential for redevelopment based on vacancy.

- (A) Gateway: Vacant industrial parcels along Dyer Boulevard
- (B) NOVI: Vacant commercial parcels on Vine Street, across from the former Kmart site
- (C) Mixed-Use | Medical: 90% of the land is vacant
- (D) Mixed-Use/Medical: Vacant residential parcels north of Vine Street and east of Main Street
- (E) NeoVine: Vacant commercial parcels along NeoCity Way and Vine Street

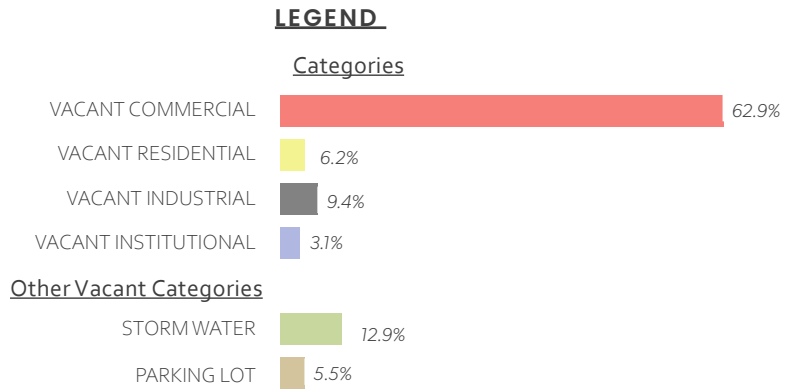
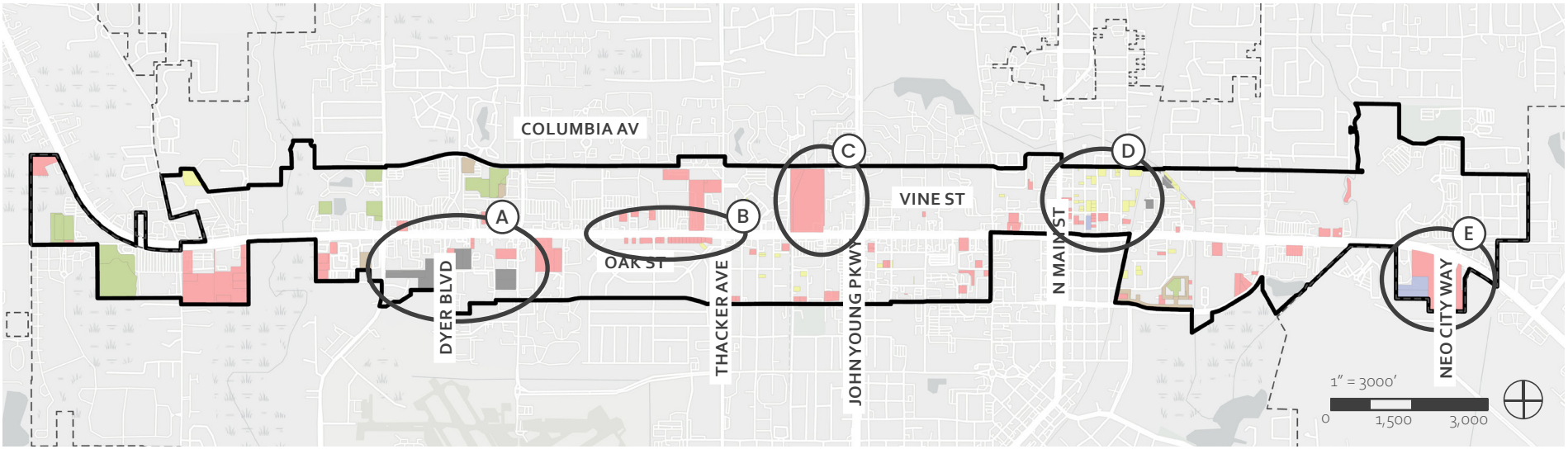


FIGURE 21. EXISTING VACANT LAND MAP



Parcel Size

A parcel size analysis was developed to evaluate the dimensions and distribution of individual land parcels within the CRA ranging from 0 to over 20 Ac. This analysis helps determine whether existing parcel sizes are suitable to redevelop as mixed-use development projects, or if parcel consolidation is required to achieve this goal.

There is a total of 2,138 parcels in the CRA. The analysis showed there are 2,091 total parcels in the CRA range from 0 Ac to 5 Ac, which composes 55% of the land in the CRA; this means a level of land consolidation will be needed for mid-density mixed-use projects. On the other hand, only four parcels are more significant than 20 Ac, which are: 1) Medieval Times; 2) Plaza del Sol; 3) Valencia College; and 4) Cemetery. These parcels compose 14 % of the land area, and only the parcel with existing commercial use is likely to be redeveloped, versus the institutional and open space. There are 18 parcels ranging from 10 Ac to 20 Ac, which compose 18% of the land area. These parcels will be the easiest to redevelop as mixed-use developments, due to their adequate size and that they do not need to be consolidated.

LEGEND

PARCEL SIZE	PARCEL COUNT	TOTAL ACRES
20+ AC	4	200 AC
10- 20 AC	18	248 AC
5 - 10 AC	25	173 AC
0 - 5 AC	2,091	751 AC
TOTAL	2,138	2,775 AC

NOTE: CALCULATIONS INCLUDES PARCELS CONTAINING NATURAL AND OPEN SPACES

PERCENT OF LAND COVERAGE

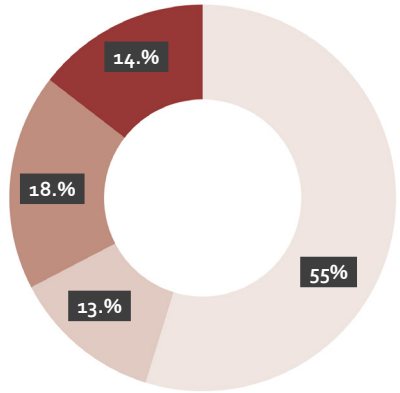
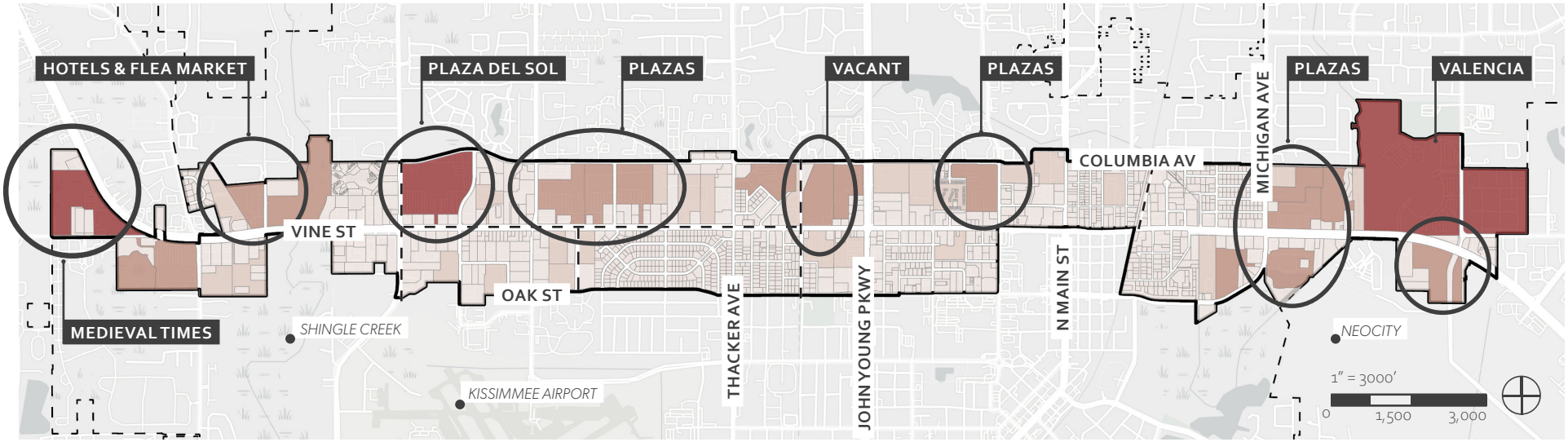


FIGURE 22. PARCEL SIZE MAP



SOURCE: OSCEOLA COUNTY PROPERTY APPRAISER & CITY OF KISSIMMEE

Building Age (Structure Year Built)

An analysis of the age of every structure in the CRA was completed, revealing that the existing building stock consists largely of aging structures, with 31% built before 1980 and 40% constructed between 1980 and 2000. Aging buildings present several challenges, including higher maintenance and property insurance costs, outdated infrastructure, limited energy efficiency, and difficulty adapting to modern building codes and accessibility standards. However, these structures also offer significant redevelopment potential, as well as an opportunity for building and site improvements. The map below illustrates the age of each building and highlights areas with redevelopment potential based on building age, physical condition, and use. This analysis does not consider the occupancy rate of the buildings. The areas highlighted in the map are listed below.

- Medieval Times
- Flea Market and Hotels adjacent to Shingle Creek
- Plazas in the NOVI sub-area, including the Kmart site
- Commercial Plaza on John Young Pkwy, Main St., and Michigan Ave

71% of CRA buildings were built before 2000.

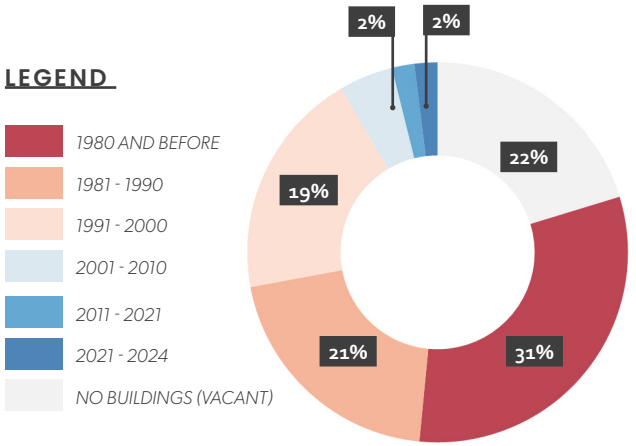
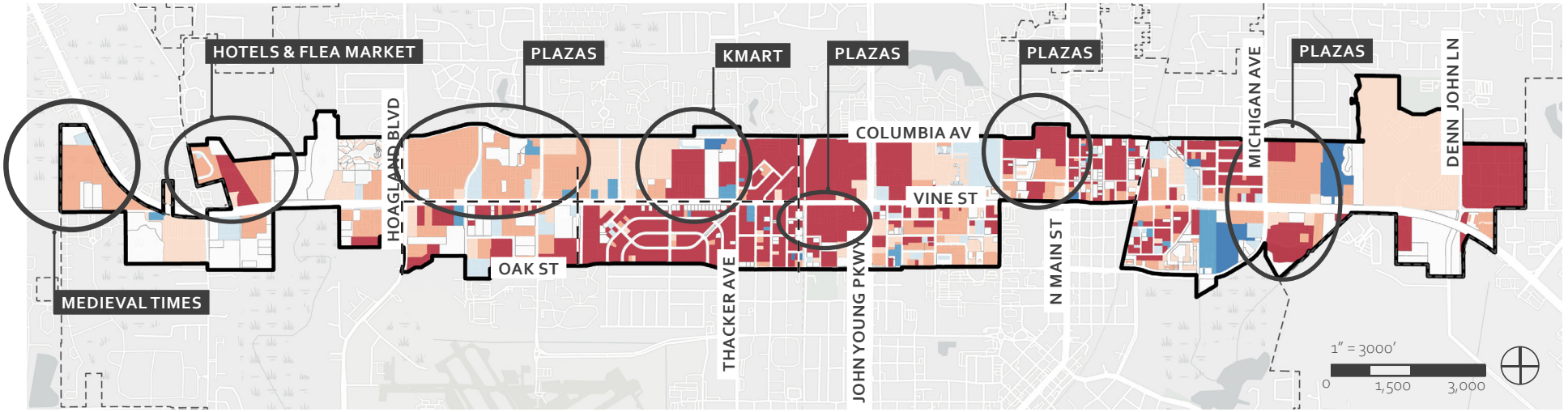


FIGURE 23. STRUCTURE YEAR BUILT MAP



SOURCE: OSCEOLA COUNTY PROPERTY APPRAISER & GAI CONSULTANTS

Land-to-Improvement Value Analysis

A land-to-improvement value analysis evaluates the proportionate value of land versus the structures built on it. The result is expressed as a percentage, comparing the assessed or market value of the land to that of the building(s) on it. The purpose of this analysis is to determine an area's development and investment potential.

The result of the analysis is divided into two categories.

The improvement value exceeds the land value (0% to 60%), which are the parcels represented in green and the properties less likely to be redeveloped.

Land value exceeds the building value (60% to 100%), which are the parcels represented in brown and the properties more likely to be redeveloped.

Therefore, according to this analysis, the majority of the properties are less likely to redevelop in the near future, but this properties contribute to the economic prosperity of the CRA, and there are at least 15% of the property likely to redevelop in the near future. The following pages provide a summary of the advantages and disadvantages of each category.

15% of the land in the CRA is positioned for improvement or redevelopment.

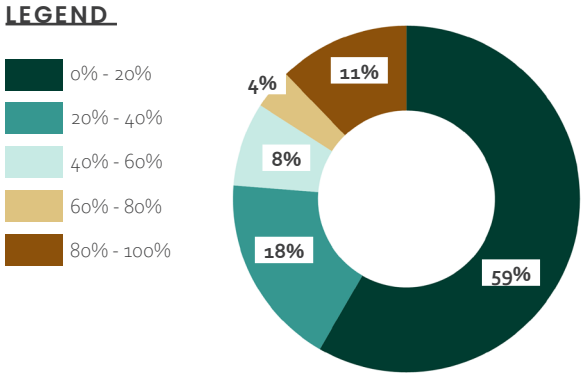
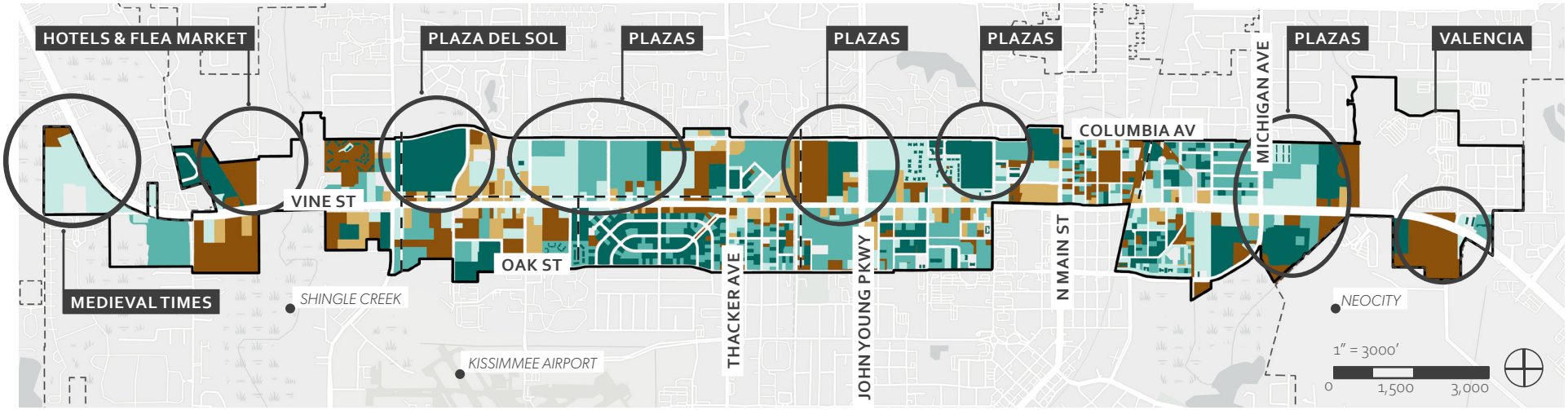


FIGURE 24. LAND-TO-IMPROVEMENT VALUE ANALYSIS MAP



SOURCE: OSCEOLA COUNTY PROPERTY APPRAISER & GAI CONSULTANTS

The Improvement Value Exceeds the Land Value (0% to 60%)

This generally indicates that the property has substantial development or structures that add significant value compared to the land itself. Therefore, the following can be concluded:

- **Property Investment:** The property has been developed with valuable structures that enhance its overall worth. It may also reflect investment in site and building improvements.
- **Reduce Likelihood of Redevelopment:** Properties are less likely to be redeveloped, as the existing improvements represent a substantial investment.
- **Higher Property Taxes:** When the improvement value exceeds the land value, the total assessed value increases, potentially leading to higher taxes.
- **Economic Use of the Land:** The land is being utilized efficiently, as the improvements (like homes, offices, or commercial buildings) add significant functional and economic value.
- **Market Trends:** In areas where land values are low but improvements are valuable, it may reflect a strong market for development or specific demand for the type of property improvements present.

The Land Value Exceeds the Improvement Value (60% to 100%)

This typically indicates that the land is more valuable than the structures or developments on it. Therefore, the following can be concluded:

Underutilized Property: The property may not be developed to its full potential, as the improvements (e.g., buildings, infrastructure) do not add as much value compared to the land itself.

- **Redevelopment Opportunity:** Higher land value relative to improvements often signals an opportunity for redevelopment. Investors or developers might see the site as prime for tearing down and building higher-value improvements, such as more modern or larger structures.
- **Market Demand for Land:** In areas with high land value, such as urban centers or desirable locations, the land itself becomes a premium commodity, sometimes outpacing the value of older or smaller improvements.
- **Obsolete or Aging Structures:** The existing improvements may be outdated, in poor condition, or not suitable for current market needs, reducing their overall contribution to the parcel's value.
- **Speculative Holding:** Landowners may hold the property for its land value, anticipating future appreciation or development opportunities, without investing in significant improvements.
- **Property Tax Considerations:** Property taxes may reflect the land's high value, even if the improvements are minimal, which could increase carrying costs for the owner.

03

Vision, Guiding Principles, and Forward Moves

IN THIS CHAPTER

3.1 Vision Statement

3.2 Guiding Principles

3.3 Forward Moves

3.4 Actions

This chapter outlines the Vine Street Vision for the corridor and its sub-areas, supported by Guiding Principles and Forward Moves.

The vision describes the future of the Vine Street CRA over the next 20+ years. The Guiding Principles are a set of values designed to steer decision-making and provide a framework to ensure consistency and alignment with all goals. Forward Moves are the CRA's goals aiming to spur investment, redevelopment, safety, partnerships, and long-term transformative changes in the area.

3.1
Vision Statement

This Vision statement offers a forward-look at what the Vine Street CRA wants to achieve.

Vine Street will become a vibrant, safe, and inclusive community by supporting mixed-use development, upgrading infrastructure, enhancing connectivity, investing in housing, and fostering a sense of place.

3.2
Guiding Principles

Guiding Principles shape decision-making, inspire stakeholders, and provide the overarching direction for all Forward Moves through 2042



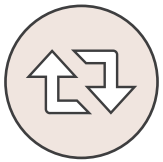
Sense of Place

Foster community pride, belonging, and identity by creating opportunities for residents to engage with one another and with their surroundings—strengthening the social fabric of the community.



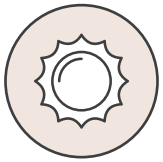
Placemaking

Promote the planning and design of new places to encourage social interaction, comfort, linkages, and vibrant community life.



Transformation

Drive transformation investment opportunities that stimulate changes in the corridor, meeting the community's evolving social and economic needs.



Comfort

Prioritize the well-being of all residents and visitors by implementing measures that enhance physical safety, reduce crime, and create a secure and comfortable environment.



Equity

Promote fairness and inclusivity in all redevelopment efforts, ensuring that benefits and opportunities are accessible to everyone, regardless of background or circumstance.

3.3
Forward Moves

Forward Moves are the CRA's goals aiming to spur investment, redevelopment, safety, partnerships, and long-term transformative changes in the area.

1. **Prepare for Redevelopment:** Effectively retool for redevelopment by supporting mixed-use projects, preparing sites, streamlining approvals, upgrading infrastructure, identifying catalyst projects, maintaining site inventories, and expanding incentives and grants.
2. **Leverage Partnerships:** Expand the CRA's internal capacity to achieve all redevelopment objectives by collaborating with City departments, the county, nonprofits, educational institutions, and regional government entities.
3. **Ensure Comfort and Safety:** Ensure the area's safety, comfort, and appearance by addressing homelessness, investing in streetscape and building improvements, and fostering a sense of place, awareness, and community involvement.
4. **Attract and Retain Business:** Collaborate with local and regional businesses, industries, and partners to position the area as a thriving economic area and ensure the retention and attraction of businesses that contribute to the prosperity of the area and city.
5. **Support Connectivity:** Improve the area's connectivity and transportation to create safe streets for all users by upgrading streets and intersections, redesigning key roads, promoting trails, and securing funding for active transportation and trail connections.
6. **Invest in Housing:** Invest in developing diverse, high-quality, safe, affordable housing options to support the city's population growth by prioritizing mixed-use developments and flexible housing solutions.

3.4
Actions

Actions are the specific, forward-moving steps needed to implement the Plan's vision and goals. These actions are organized by type—such as policy and planning, development preparation, programs and incentives, awareness and engagement, and capacity building—to support a comprehensive and coordinated approach. Each action is also classified by its level of effort or impact (basic, progressive, or transformative) and assigned a priority level of low, medium, or high.

NOTE: The priority levels should be re-assessed annually during the work plan and budget development process to ensure they remain aligned with available resources and evolving area needs.

1 Prepare for Redevelopment

Effectively retool for redevelopment by supporting mixed-use projects, preparing sites, streamlining approvals, upgrading infrastructure, identifying catalyst projects, maintaining site inventories, and expanding incentives and grants.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026-31)
1.1	Develop Sub-Area Visions and Small Area Plans	+ Policy & Plans	Progressive	Medium
1.2	Facilitate and Incentivize the Redevelopment of Key Catalyst Areas and Sites	+ Development Planning & Preparation + Programs & Incentives	Transformational	High
1.3	Identify Potential Redevelopment Sites for the City to Purchase or Assist in the Assembly of Parcels	+ Development Planning & Preparation + Programs & Incentives	Transformational	High
1.4	Continue Developing a Mechanism for the Creation, Advertising, and Distribution of a Request for Proposals to Attract Developers' Interest in a Potential Site Owned by the City	+ Development Planning & Preparation + Awareness & Engagement	Basic	Medium
1.5	Create and Maintain a Digital Inventory of Potential Redevelopment Sites that Will Be Accessible to All	+ Development Planning & Preparation + Awareness & Engagement	Basic	High
1.6	Support the Transformation and Revitalization of Commercial Plazas and Hotel Properties	+ Development Planning & Preparation + Programs & Incentives	Transformational	High
1.7	Invest in Comprehensive Infrastructure Upgrades—Including Storm Water, Green Infrastructure, and Utilities	+ Development Planning & Preparation + Programs & Incentives + Projects	Progressive	Medium
1.8	Promote the CRA's Redevelopment Potential	+ Awareness & Engagement	Basic	Medium
1.9	Make the Regulatory Process Accessible and Easy to Understand	+ Awareness & Engagement	Basic	High
1.10	Expand the Incentive Grant Programs	+ Programs & Incentives	Basic	Medium

NOTE: The priority levels should be re-assessed annually during the work plan and budget development process to ensure they remain aligned with available resources and evolving area needs.

1.1

Develop Sub-Area Visions and Small Area Plans

The Vine Street CRA is composed of distinct sub-areas, each with its own identity, opportunities, and development potential. To guide strategic and inclusive growth, the Plan establishes a clear vision and intent for each sub-area. These tailored approaches highlight unique characteristics, address local needs, and encourage investment and community collaboration.

The graphic below presents a vision statement for each sub-area. The following pages provide vision descriptions and illustrative concepts for three of the sub-areas, and it is recommended that a small-area plan be developed for each sub-area over time. Small-area plans allow for a deeper level of analysis and more tailored strategies—such as land-use guidance, infrastructure needs, redevelopment concepts, mobility improvements, and public-realm enhancements—specific to each place.

1

Shingle Creek

Shingle Creek will leverage its unique access to the creek and regional trail, this area will seamlessly integrate with the US 192 tourist district, offering visitors and residents a harmonious blend of natural beauty, and recreational opportunities.

2

NOVI

NOVI will be developed into a dynamic and inclusive mixed-use district, capitalizing on its large parcels to create a vibrant community hub. This area will feature a harmonious blend of residential, commercial, and recreational spaces, fostering a walkable and engaging environment.

3

Gateway

The Gateway will be developed into a premier extension of the airport, leveraging its strategic location and expansive vacant land to create a dynamic and welcoming entry point for airport visitors. The area will become a bustling hub that enhances the travel experience and promotes economic growth.

4

Orange Gardens

Orange Gardens will continue as a charming residential neighborhood, celebrating its unique mid-century housing stock and network of connected streets. The vision is to enhance the neighborhood's appeal by preserving its architectural heritage, improving connectivity, fostering community, and promoting infill housing development.

5

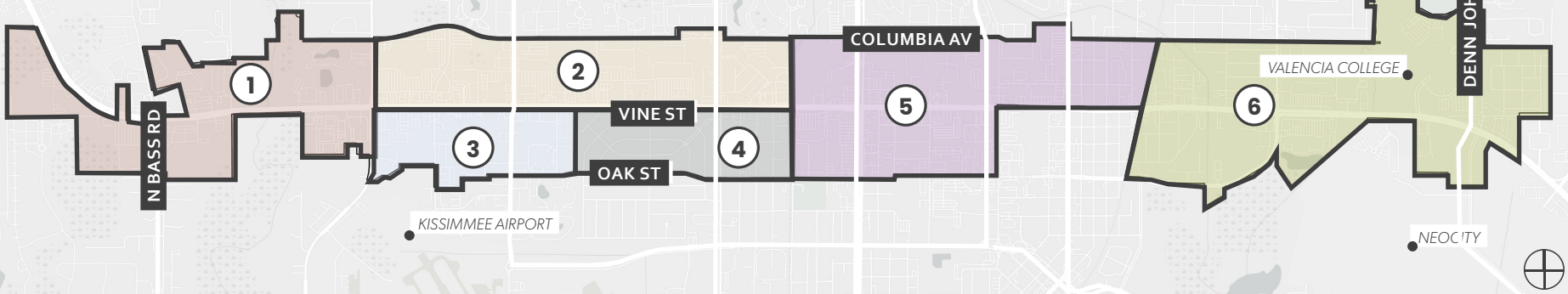
Mixed-Use | Medical

The Mixed-Use Medical sub-area is envisioned as a health village, capitalizing on its proximity to the hospital and Downtown. By fostering a cohesive and well-connected community, this area will become a hub of health, wellness, and urban living.

6

NeoVine

NeoVine will be developed into a premier education and technology hub, leveraging its unique assets such as Valencia College and proximity to NeoCity, a cutting-edge innovation and technology campus.



1. SHINGLE CREEK

Shingle Creek is a sub-area situated west of the Vine Street CRA. This area is notable for hotels and the scenic Shingle Creek itself. This sub-area can leverage its unique access to the creek and regional trail and seamlessly integrate with the US 192 tourist district—offering residents and visitors a harmonious blend of natural beauty and recreational opportunities.

2. NOVI

NOVI, or North of Vine Street sub-area, is notable for the location of large commercial plazas, including Plaza del Sol and the former Kmart site. This sub-area has the potential to develop into a dynamic and inclusive mixed-use district, capitalizing on its expansive parcels to create a vibrant community hub. This area will feature a harmonious blend of residential, commercial, and recreational spaces—fostering a walkable and engaging environment.

3. GATEWAY

The Gateway sub-area is located north of the Kissimmee Airport and is one of the areas with a mix of commercial, industrial, and residential uses. Because of the proximity to the airport, this sub-area can become the gateway or welcoming entry point for airport visitors.



SHINGLE CREEK



FORMER KMART PLAZA



VINE STREET AND DYER BLVD



LISBON HOTEL AND FLEA MARKET



BAKERY BUSINESS ON VINE STREET



WAREHOUSE ON DYER BLVD

4. ORANGE GARDENS

Orange Gardens is a residential neighborhood south of Vine Street. This sub-area will continue as a charming residential area celebrating its unique mid-century housing stock and network of connected streets. The vision is to enhance the neighborhood's appeal by preserving its architectural heritage, improving connectivity, fostering community, and promoting infill housing development.

5. MIXED-USE | MEDICAL

The Mixed-Use Medical sub-area, located closest to Downtown, largely falls within the city's medical district overlay. This area can be envisioned as a mixed-use health village, leveraging its proximity to the hospital and Downtown. By fostering a cohesive and well-connected community, it aims to become a hub of health, wellness, and urban living

6. NEOVINE

NeoVine is located at the eastern end of the Vine Street CRA and is home to Valencia College. Due to its proximity to NeoCity, a technology and innovation hub in Osceola County, this sub-area can leverage these assets to provide opportunities for housing, jobs, and education.



ORANGE GARDENS BIRD'S EYE VIEW



OFFICE BUILDING ON OAK ST



VALENCIA COLLEGE



ORANGE GARDENS HOME



COMMERCIAL PLAZA ON VINE ST



COMMERCIAL PLAZA

1.2

Facilitate and incentivize the redevelopment of key catalyst areas and sites.

The Vine Street CRA has identified eight key areas as priority sites for potential redevelopment. These areas were selected through a comprehensive evaluation of current land use, parcel size, building age, and land availability (see Appendix). The initiative specifically targets underutilized parcels as well as those primed to be redeveloped, such as vacant land, commercial plazas, and aging hotel properties—sites that present strong potential for transformative redevelopment aligned with the CRA's revitalization goals.

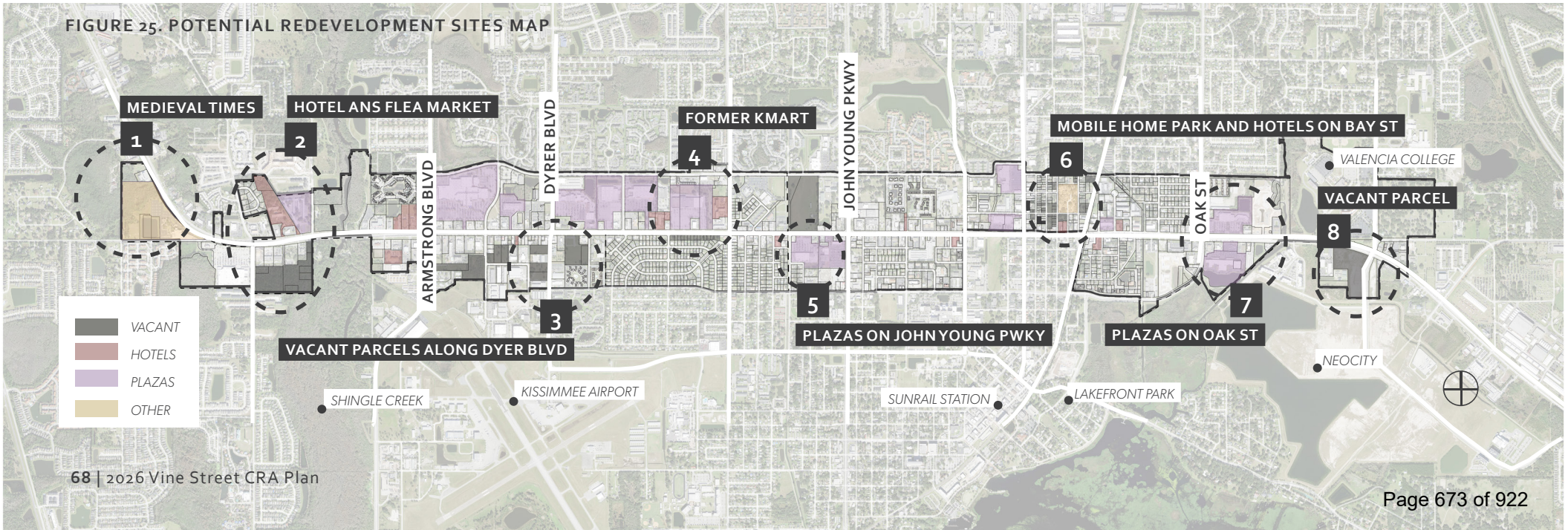
Each site offers a distinct opportunity to advance the CRA's long-term objectives for revitalization and sustainable growth. With varying sizes, strategic locations, and envisioned future uses, these targeted areas present unique redevelopment potential tailored to the evolving needs of the community. The figure below highlights the eight targeted areas, with additional site-specific details provided on the following page.

To further support redevelopment efforts, it is recommended that CRA staff continue to monitor these sites closely and proactively identify additional properties that may become available. This includes evaluating underutilized parcels, aging commercial centers, and other strategic locations that align with the CRA's goals.

In addition, land assembly should be considered a key strategy—particularly in areas with fragmented ownership or irregular parcel configurations. Assembling adjacent parcels can increase development feasibility, attract private investment, and enable larger-scale, cohesive projects.

By combining targeted site identification, land assembly, and proactive planning, the CRA can position itself to guide and accelerate meaningful redevelopment that benefits the entire Vine Street corridor.

FIGURE 25. POTENTIAL REDEVELOPMENT SITES MAP





1 Medieval Times

PARCEL ACREAGE: 32 Ac
PRIMARY USE: Tourist Attraction/ Entertainment



2 Lisbon Hotel and Flea Market

PARCEL ACREAGE: 22 Ac (Combined)
PRIMARY USE: Hotel/Motel & Commercial



3 Vacant Parcels | Dyer Boulevard

PARCEL ACREAGE: 15 Ac (Combined)
PRIMARY USE: Vacant Industrial/Commercial



4 Former Kmart Site

PARCEL ACREAGE:20 Ac (Combined)
PRIMARY USE: Vacant & Commercial



5 Plazas | John Young Pkwy

PARCEL ACREAGE: 27+ Ac (Combined)
PRIMARY USE: Commercial



6 Mobile Home & Hotels | Bay St

PARCEL ACREAGE: 8.5 Ac (Combined)
PRIMARY USE: Mobile Homes, Vacant & Hotel



7 Plazas | Oak StFW

PARCEL ACREAGE: 32 Ac (Combined)
PRIMARY USE: Commercial



8 Vacant Parcel NeoCity Way

PARCEL ACREAGE: 16.4 Ac
PRIMARY USE: Vacant

HOTEL & FLEA MARKET SITE TODAY



SHINGLE CREEK: Hotel & Market Vision

The Shingle Creek Catalyst Site is envisioned as a nature-inspired resort destination that celebrates the area's ecological and cultural heritage. Storm water features will be designed as scenic amenities, enhancing recreation, sustainability, and economic vitality.

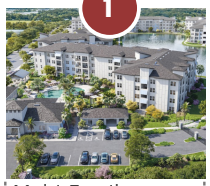


DISCLAIMER: The renderings and concepts included in this Plan are intended solely to illustrate the potential redevelopment of properties along the Vine Street corridor, based on identified economic needs and what may be permitted under current regulations. These illustrations are conceptual in nature and are provided for general informational and planning purposes only. No property owners have been contacted regarding these concepts, nor should these illustrations be interpreted as proposals or commitments for development. Actual redevelopment will depend on property owner interest, market conditions, and applicable review and approval processes.

What Is the Community Saying?

The community voted on their preferred development types, streetscape and open space features, and non-residential activities for the Shingle Creek area.

DEVELOPMENT TYPE



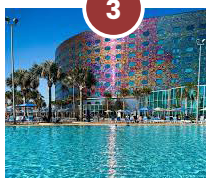
1 — Multi-Family — 10



2 — Mixe- Use — 4



2 — Commercial — 4

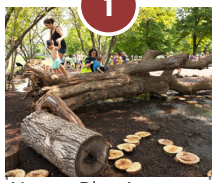


3 — Resort — 3



4 — Warehouse — 0

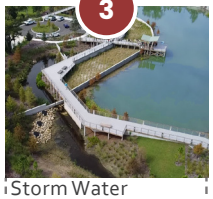
STREETS AND OPEN SPACES



1 — Nature Play Areas — 12



2 — Water Activities — 6



3 — Storm Water Amenity — 5



3 — Gathering Spaces — 5



4 — Wide & Shaded Walkways — 3

NON-RESIDENTIAL USES & ACTIVITIES



1 — Cultural & Entertainment — 9



2 — Indoor Recreation — 4



3 — Interactive Art — 3



4 — Restaurants — 2



5 — Brewing — 1

RESULTS:

1 RANKS

1 NUMBER OF VOTES

The results above provide a summary of input gathered during the September 24, 2025 community meeting.

KMART SITE TODAY



2

NOVI: Former Kmart Site Vision

The City of Kissimmee envisions the former Kmart site as a vibrant mixed-use destination that blends housing, retail, and public space—creating a walkable, connected hub that supports community, commerce, and sustainable growth



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What Is the Community Saying?

The community voted on their preferred development types, streetscape, and open space features, and non-residential activities for the former Kmart site

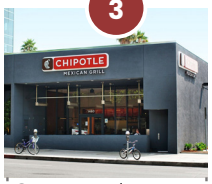
DEVELOPMENT TYPE



1 Mixed-Use — 24



2 Container Park — 23



3 Commercial — 11

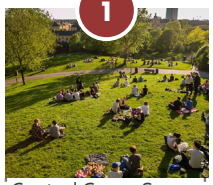


4 Townhomes — 7

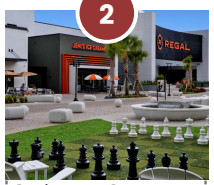


5 Commercial — 6

STREETS AND OPEN SPACES



1 Central Green Space — 27



2 Gathering Spaces — 23



3 Wide & Shaded Walkways — 20



3 Interactive Public Art — 20

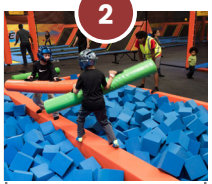


4 Outdoor Seating Areas — 17

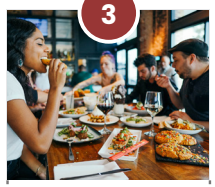
NON-RESIDENTIAL USES & ACTIVITIES



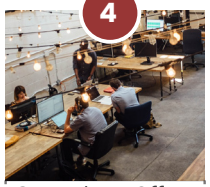
1 Cultural & Entertainment — 46



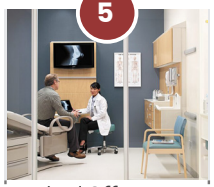
2 Indoor Recreation — 23



3 Restaurants — 18



4 Co-Working/ Office — 11



5 Medical Office — 3

RESULTS:

1 RANKS

1 NUMBER OF VOTES

The results above provide a summary of input gathered during the November 13, 2024 open houses, the June 14, 2025 Juneteenth Festival event, and the September 24, 2025 community meeting.

DYER BOULEVARD SITE TODAY



3

GATEWAY: Dyer Boulevard Vision

Dyer Boulevard will be transformed into a vibrant gateway that serves as a premier extension of the airport, capitalizing on its strategic location and available land. This dynamic corridor will welcome travelers with a mix of innovation, hospitality, and commerce—enhancing the visitor experience while driving sustainable economic



DISCLAIMER: The renderings and concepts included in this Plan are intended solely to illustrate the potential redevelopment of properties along the Vine Street corridor, based on identified economic needs and what may be permitted under current regulations. These illustrations are conceptual in nature and are provided for general informational and planning purposes only. No property owners have been contacted regarding these concepts, nor should these illustrations be interpreted as proposals or commitments for development. Actual redevelopment will depend on property owner interest, market conditions, and applicable review and approval processes.

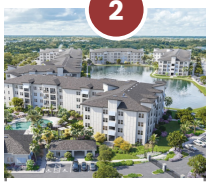
What Is the Community Saying?

The community voted on their preferred development types, streetscape and open space features, and non-residential activities for the Gateway Area.

DEVELOPMENT TYPE



1 — Mixed-Use (2-story) — 9



2 — Multi-Family — 5



3 — Townhomes — 3



4 — Warehouse — 2



Commercial — 0

STREETS AND OPEN SPACES



1 — Protected Multi-Use Pathways — 5



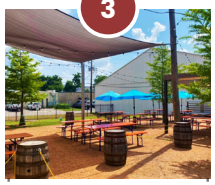
1 — Art — 5



2 — Wide & Shaded Walkways — 2

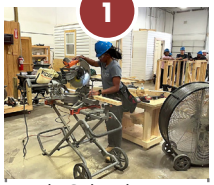


3 — Banners — 1

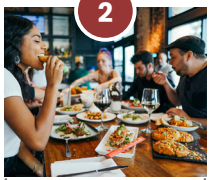


3 — Gathering Spaces — 1

NON-RESIDENTIAL USES & ACTIVITIES



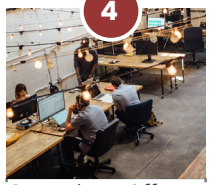
1 — Trade School / Education — 10



2 — Restaurants — 5



3 — Brewing — 2



4 — Co-Working/ Office — 1



4 — Maker Spaces — 1

RESULTS:

1 RANKS

1 NUMBER OF VOTES

The results above provide a summary of input gathered during the September 24, 2025 community meeting.

1.3

Identify potential redevelopment sites for the City to purchase or assist in the assembly of parcels

Strategic site acquisition by the CRA is a critical tool in advancing the redevelopment of the Vine Street corridor. By proactively identifying and securing key properties, the CRA can help assemble land for transformative projects that align with the Vine Street CRA's vision.

It is recommended that the CRA track properties where the building and improvement value is lower than the land value, as identified in the land-to-improved value analysis (see Appendix). These parcels often indicate underutilization and may more likely transition to redevelopment.

- Potential property acquisition or land assembly include:
  - Hotels that no longer contribute to the safety, quality, or appeal of the corridor
  - Aging commercial plazas with declining occupancy or outdated infrastructure
  - Vacant land with strategic redevelopment potential
  - Any other properties the CRA deems appropriate for advancing its redevelopment goals

1.4

Continue developing a mechanism for the creation, advertising, and distribution of a Request for Proposals to attract developers' interest in a potential site owned by the City

The process for developing and distributing a Request for Proposals (RFP) to attract developers for a City-owned site within the Vine Street CRA, the process should begin with internal planning and stakeholder engagement. This includes forming a steering committee composed of City officials, CRA members, community leaders, and real estate experts.

A **site feasibility** study should assess zoning, infrastructure, environmental conditions, and market potential. Community visioning workshops can help align the RFP with local needs and aspirations. The RFP itself should **clearly define development goals**—such as affordable housing, mixed-use development, or job creation—and outline evaluation criteria like financial capacity, relevant experience, community benefits, design quality, and sustainability. Incentives provided by the CRA should also be detailed.

Once drafted, the RFP should be **distributed through a dedicated webpage** that hosts all relevant documents and submission portals. Digital outreach can include targeted email campaigns, postings on procurement platforms like BidNet and DemandStar, and promotion through professional networks such as the Urban Land Institute (ULI). Additional outreach strategies include **hosting developer roundtables or information sessions, issuing press releases, and launching social media campaigns.** Partnerships with local chambers of commerce, economic development agencies, and university planning programs can further expand the RFP's reach.

The submission and **review process should be transparent,** using a scoring rubric aligned with the RFP criteria and involving community representation in the review panel.

Shortlisted developers can present their proposals in public forums to gather feedback before the final selection and negotiation phase, which may include entering into an Exclusive Negotiation Agreement (ENA) with the chosen developer.

1.5

Create and maintain a digital inventory of potential redevelopment sites that will be accessible to all

Develop and maintain a comprehensive digital inventory of potential redevelopment sites within the Vine Street Community Redevelopment Area (CRA) using ArcGIS Online. This inventory should include geospatial data layers that identify publicly and privately owned parcels with redevelopment potential, along with key attributes such as zoning, land use, parcel size, ownership status, environmental constraints, and proximity to infrastructure or amenities. The platform should be designed for public accessibility, allowing stakeholders—including developers, city staff, and community members—to view, search, and filter sites based on specific criteria. The inventory must be regularly updated and include tools for submitting site suggestions, tracking redevelopment progress, and integrating community feedback

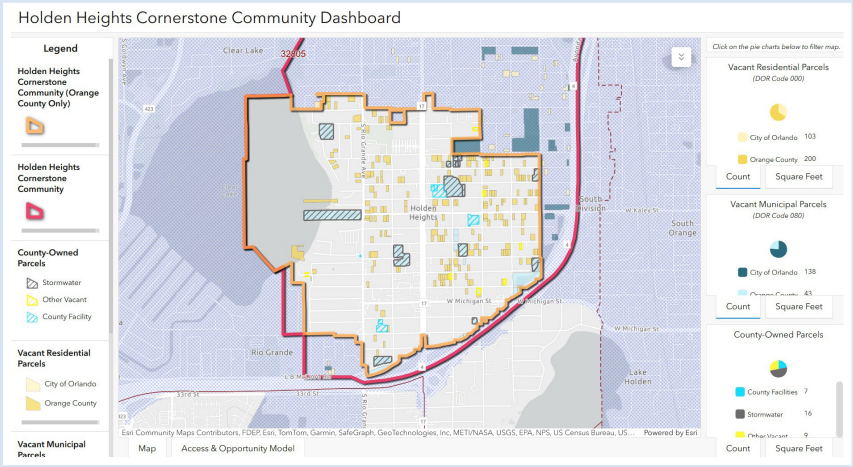
ArcGIS Online Dashboard

ArcGIS Online Dashboard is a powerful, interactive data visualization tool provided by Esri as part of the ArcGIS Online platform. It allows users to create dynamic dashboards that display real-time or static geographic and non-geographic data through a variety of visual elements.

ArcGIS Online Dashboard is a web-based application that enables users to monitor, analyze, and present spatial data using intuitive visual components like:

- Maps
- Charts (bar, pie, line, etc.)
- Indicators and gauges
- Lists and tables
- Selectors (dropdowns, sliders, etc.)

The image below is an example of a dashboard displaying vacant and government-owned land across a neighborhood.



SOURCE: ORANGE BLOSSOM TRAIL DEVELOPMENT BOARD

1.6

Support the transformation and revitalization of commercial plazas and hotel properties

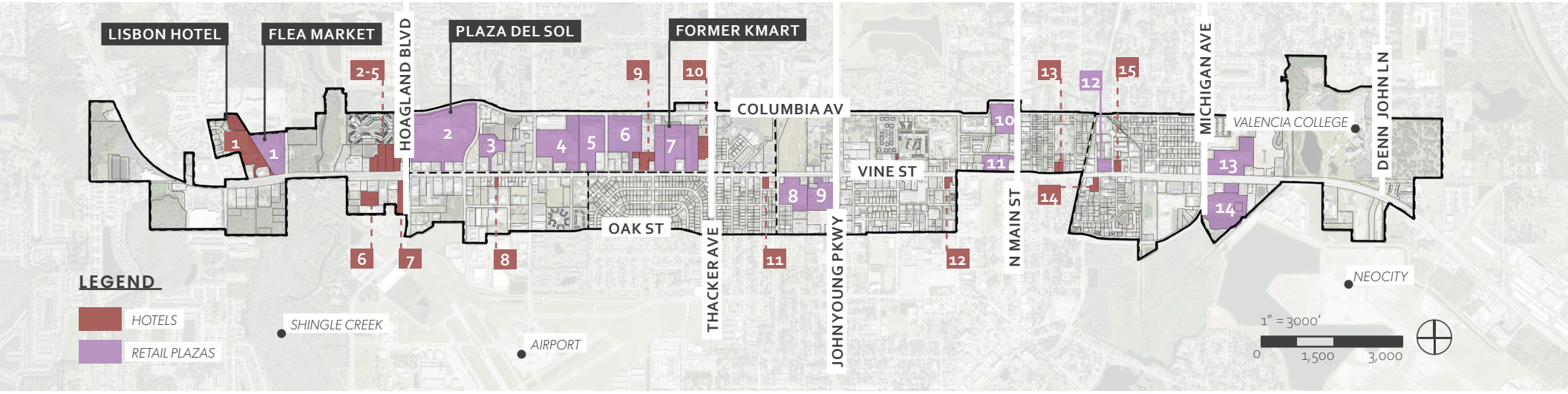
The Vine Street CRA has a significant number of hotels and shopping plazas. These sites can function as economic catalysts, but some of these properties, mainly the hotels, are the source of the most of the police calls and code enforcement violations. Most of these hotels and plazas were constructed before 1990, indicating that they are aging structures likely in need of modernization and improvements. Therefore, this could be a sign that these properties need improvements or redevelopment.

17 hotel sites and as of YTD 2024 estimates, the CRA had a total of 1,314 hotel rooms, composing 88% of the total hotel rooms within the city.

14 shopping plazas, which the majority of them were built before 1990

NOTE: See Appendix for detailed Plazas and Hotels Inventory

FIGURE 26. VINE STREET CRA HOTEL S AND RETAIL PLAZAS MAP



Hotels Today:

There are a total of 17 hotels within the Vine Street CRA, occupying approximately 1.8% of the CRA's total acreage. As of YTD 2024 estimates, the CRA has 1,314 hotel rooms, which account for 88% of the total hotel rooms in the city. The average daily rate is $68.12, with an occupancy rate of 68%. The hotels vary in size and scale, with the largest being the Lisbon Hotel in the Shingle Creek sub-area (see Figure 4). This hotel sits on a 7.53-acre parcel, with an 81,000-square-foot building and 170 rooms. For more information about the market conditions of the hotel see the Vine Street CRA Market Report.

The hotel sites along US 192 face several challenges, including:

- **Aging Infrastructure:** Many hotels were built before 1990 and may require significant updates to meet current standards and guest expectations.
- **Police Calls:** There is a high volume of calls to police, indicating potential safety and security issues.
- **Code Enforcement Violations:** Some hotels have numerous code enforcement violations, reflecting issues with property maintenance and compliance with regulations.
- **Aging Buildings:** Aging structures and the need for modernization can impact the economic viability of these hotels, requiring substantial investment for redevelopment.
- **Visual Appeal:** Older properties may lack the visual appeal and amenities that modern travelers seek, affecting their attractiveness and occupancy rates.
- **Temporary Housing:** Some hotels are being used as temporary housing, which can lead to additional wear and tear on the facilities and may require different management strategies.

Addressing these challenges through strategic redevelopment and modernization efforts can help improve the overall quality and appeal of the hotel sites along US 192. The following pages provide a comprehensive inventory of all hotel sites within the CRA.

Commercial Plazas Today:

There are 14 shopping plazas within the Vine Street CRA, including the Flea Market next to the Howard Johnson Hotel and the Home Depot west of the former Kmart site in the NOVI sub-area. These commercial plaza parcels range from 5 acres to over 20 acres, with the majority located in the NOVI sub-area. According to a market study, the vacancy rate for all commercial uses is less than 10%, indicating that despite the challenges they may face, these commercial plazas are performing well.

The commercial plazas on US 192 are facing several challenges, including:

- **Aging Infrastructure:** Many plazas were built before 1990 and may require significant updates to remain functional and attractive. Aging structures and the need for modernization can impact the economic viability of these plazas, requiring substantial investment for redevelopment.
- **Visual Appeal:** Older properties may lack the visual appeal and amenities that modern shoppers seek, affecting their attractiveness and occupancy rates.
- **Safety Concerns:** The presence of a significant unhoused population and associated crime activity can create safety concerns for shoppers and businesses.

Addressing these challenges through strategic redevelopment and modernization efforts can significantly enhance the quality and appeal of the commercial plazas on US 192. Additionally, since commercial plazas compose the largest parcels in the CRA, redevelopment can occur without the need for land or parcel consolidations.

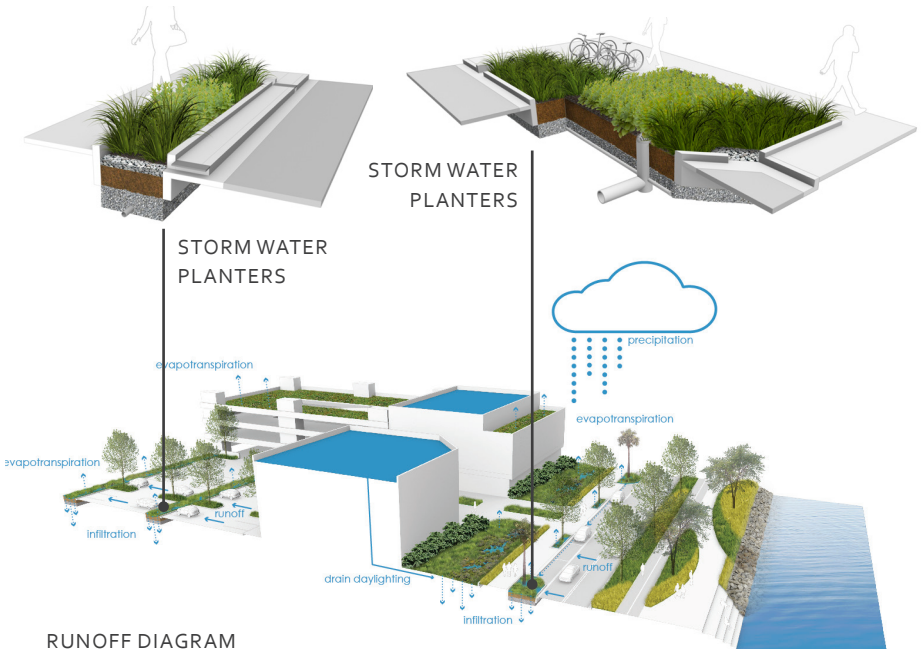
1.7

Invest in comprehensive infrastructure upgrades—including storm water, green infrastructure, and utilities

All redevelopment proposals within the Vine Street CRA district must incorporate integrated strategies for storm water management, green infrastructure, and utility modernization. Site plans should demonstrate how sustainable design elements—such as permeable pavements, bioswales, green roofs, and rain gardens—will be used to manage storm water on-site. Additionally, proposals must include plans for upgrading water, sewer, and electrical systems to meet current and future capacity needs. These improvements should align with citywide resilience and sustainability goals, and be coordinated with relevant municipal departments to ensure efficient implementation and long-term community benefit. The drawings and images below illustrate how bioswales and storm water planters can effectively capture runoff from rooftops, parking areas, and streets.

The storm water infrastructure can also be designed as a multifunctional public space. The storm water facility can serve both environmental and community purposes. Designs may include features such as enhanced wetlands, naturalized streams, and retention basins that double as recreational or educational spaces. These areas can incorporate walking trails, native landscaping, boardwalks, and interpretive signage to promote public engagement, biodiversity, and water quality improvement. The goal is to transform necessary infrastructure into vibrant, accessible parks that enhance flood resilience while contributing to the social and ecological health of the community.

To reduce the cost of storm water and green infrastructure, cost developers can collaborate with the Vine Street CRA and apply for state and federal infrastructure improvement grants. Some grants allow or encourage public-private partnerships, in which a developer may contribute a matching funds or in-kind services to strengthen a grant application.



RUNOFF DIAGRAM



STORM WATER FACILITY | CITY OF OCOEE, FLORIDA

Storm Water & Green Infrastructure Grants

1) Resilient Florida Grants

Administered By: Florida Department of Environmental Protection (FDEP)

Focused On:

- Flooding and sea level rise resilience
- Storm water infrastructure upgrades
- Green infrastructure integration

Application Period:

- Planning Grants: June 1–August 1
- Implementation Grants: July 1–September 1

2) Water Quality Improvement Grant Programs

Administered By: Florida Department of Environmental Protection (FDEP) via Water Quality Dashboard

Focused On:

- Storm water and wastewater improvements
- Nutrient reduction in impaired waterbodies
- Septic-to-sewer conversion

3) EPA Green Infrastructure Funding & Technical Assistance

Administered By: U.S. Environmental Protection Agency

Focused On:

- Green roof, bioswales, permeable pavers
- Community-based storm water solutions
- Technical assistance and planning support

1.8

Promote the CRA's redevelopment potential

Promoting the redevelopment potential of the Vine Street CRA involves a strategic, multi-step approach that combines outreach, branding, partnerships, and data-driven storytelling. Below is a list of items for the CRA staff to work on:

- Articulate the CRA's long-term vision for redevelopment.
- Highlight the unique character and potential of Vine Street.
- Map and promote available properties (vacant lots, underutilized buildings).
- Provide detailed site profiles with zoning, incentives, and infrastructure info.
- Use ArcGIS dashboards or story maps to visualize opportunities.
- Promote available CRA incentives (e.g., TIF revenue, grants).
- Highlight success stories of past or ongoing projects.
- Use social media, newsletters, and local media to spread awareness.
- Create promotional materials (brochures, videos, virtual tours).
- Regularly update the public and stakeholders on progress.
- Celebrate milestones and completed projects to build momentum.

1.9

Make the regulatory process accessible and easy to understand

The CRA must make the redevelopment process transparent, accessible, and easy to follow. Here's a step-by-step approach the Vine Street CRA can use to make the regulatory process more accessible and easy to understand for developers, investors, and community members:

Create a Clear, Visual Guide

- Develop a flowchart or infographic that outlines the entire redevelopment process—from application to approval.
- Include estimated timelines, required documents, and responsible departments.

Centralize Information Online

- Build a user-friendly webpage dedicated to redevelopment within the CRA.
- Include downloadable forms, FAQs, zoning maps, and contact information.
- Offer a searchable knowledge base for common questions.

Offer Personalized Support

- Assign a CRA liaison or project navigator to guide applicants through the process.
- Provide one-on-one consultations (in-person or virtual) to answer questions and review plans.

Host Educational Workshops

- Organize regular "How to Develop in the CRA" workshops for developers, property owners, and community members.
- Include topics like zoning, permitting, incentives, and design guidelines.

Simplify Language and Terminology

- Translate technical jargon into plain language.
- Provide multilingual resources if needed to serve diverse communities.

Provide Transparent Timelines

- Clearly communicate expected review times and approval stages.
- Offer real-time tracking of application status.

Collect Feedback and Improve

- Include a feedback form after each completed process.
- Use insights to continuously improve clarity, speed, and user experience.

1.10

Expand the incentive grant programs for redevelopment

The Vine Street CRA offers a variety of grants and incentives designed to stimulate economic growth, enhance property values, and improve the overall quality of life in the CRA. These programs provide financial assistance to businesses, property owners, and developers for projects that align with the CRA's mission of revitalizing and transforming the Vine Street corridor. From façade improvements to infrastructure enhancements, the grants and incentives are tailored to support both small-scale projects and large-scale developments, fostering a vibrant and thriving community.

Incentive grant program recommendations:

- **Predevelopment Grant/Loan Program**
  - Covers: feasibility studies, site planning, environmental assessments, architectural design.
  - Structure: forgivable loan or 50/50 match (e.g., up to $25k–$75k).
- **Permit & Impact Fee Assistance**
  - Partial reimbursement or deferral for priority uses (mixed-use, workforce housing, infill)
- **Workforce/Attainable Housing Incentive**
  - Gap financing or per-unit subsidy tied to income thresholds.
- **Land Assembly Assistance**
  - Support for parcel aggregation in priority redevelopment sites.
- **Infrastructure/Utility Upgrade Grants**
  - Assistance for water, sewer, storm water, or road access improvements.
- **Brownfield / Environmental Remediation Support**
  - Cost-sharing for cleanup or mitigation.
- **Expand Demolition Program into a Redevelopment Pipeline Tool**
  - Tie demolition assistance to: Redevelopment timeline requirements and approved site plans or concept proposals.

Incentive Grant Program Samples

1) Tallahassee CRA New Construction Assistance Program (NCAP):

Offers TIF reimbursements, grants, or infrastructure support for multi-family, mixed-use, or commercial development—contingent on alignment with CRA goals and minimum private investment.

2) Tampa CRA Pre-Development Grants:

Fully funded design and engineering assistance to lower upfront costs for commercial projects.

3) North Miami CRA Tax Increment Recapture Program

Developers of high-impact projects recoup 25%–50% of new incremental tax revenue.

4) Fort Lauderdale NPF CRA Development Incentive Program (DIP)

Custom forgivable or low-interest loans for projects over $5 million that serve as economic engines or key destination development.

2 Leverage Partnerships

Expand the CRA's internal capacity to achieve all redevelopment objectives by collaborating with City departments, the county, nonprofits, educational institutions, and regional government entities.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026–31)
2.1	Collaborate with Other City Departments, the County, and Other Public Organizations in the Implementation of the Plan	+ Capacity Building	Basic	High
2.2	Partner with Nonprofits and Educational Institutions to Expand Capacity, Expertise, and Resources	+ Capacity Building	Progressive	High
2.3	Form Strategic Alliances with the Private-Sector Companies	+ Capacity Building	Progressive	Medium
2.4	Establish and Support Mentorship Programs for Residents, Businesses, Investors, and Developers	+ Programs & Incentives	Progressive	Low
2.5	Invest in Robust Outreach and Engagement Initiatives, Including Community Events and Interactive Activities	+ Capacity Building + Awareness & Engagement	Basic	Medium
2.6	Strengthen Branding and Marketing to Enhance Outreach and Community Engagement	+ Capacity Building + Awareness & Engagement	Basic	Medium

NOTE: The priority levels should be re-assessed annually during the work plan and budget development process to ensure they remain aligned with available resources and evolving area needs.

2.1

Collaborate with other City Departments, the County, and other public organizations to implement the Plan.

To ensure the successful implementation of the Vine Street CRA Plan, the City will foster strong intergovernmental partnerships that align resources, policies, and initiatives across jurisdictions. This collaboration will help streamline project delivery, maximize funding opportunities, and ensure that redevelopment efforts are coordinated with broader regional priorities.

Recommendations:

- **Promote Cross-Department Collaboration:** Form working groups with Planning, Public Works, Utilities, Housing, Transportation, and Economic Development Departments to integrate infrastructure upgrades, mobility goals, and affordable housing initiatives. Coordinate transportation with Osceola County and Vision Zero, and partner with Economic Development to attract investment and support small businesses.
- **Develop Integrated Implementation Plans:** Engage in joint planning efforts, including corridor studies, land use updates, and environmental assessments, to promote coordinated growth and redevelopment within the CRA. Collaborate with MetroPlan Orlando and LYNX to strengthen multimodal connectivity, expand transit access, and advance complete streets initiatives, ensuring a safe, accessible transportation network for all users.
- **Create a Centralized Data-Sharing Platform:** Establish a secure, cloud-based hub for CRA data, including GIS layers, infrastructure maps, and project timelines. Role-based access will ensure security, while dashboards provide visibility into milestones and budgets.
- **Implement Shared Performance Metrics:** Develop and adopt common performance measures to evaluate project outcomes, track progress, and inform future decision-making, ensuring accountability and continuous improvement across CRA initiatives.

2.2

Partner with Nonprofits and Educational Institutions to Expand Capacity, Expertise, and Resources

By leveraging the expertise, networks, and capacity of nonprofits, educational institutions, and regional organizations, the Vine Street CRA can amplify its role as a catalyst for inclusive growth and community resilience. Strategic partnerships will expand the CRA's reach, enhance service delivery, and ensure redevelopment efforts are equitable, data-informed, and community-driven. These collaborations will also provide specialized knowledge, access to funding, and workforce training opportunities that support long-term revitalization goals.

Recommendations:

- **Build Local Capacity through Nonprofit Partnerships:** Collaborate with community-based organizations to engage diverse populations and implement initiatives such as workforce development, youth programming, small business support, and housing assistance. Provide technical assistance and targeted funding to strengthen organizational capacity, enabling nonprofits to serve as long-term partners in advancing economic stability and community resilience.
- **Leverage Educational Institutions and Technical Expertise:** Partner with universities, colleges, and training providers to incorporate research, data analysis, and best practices into redevelopment efforts. These institutions can support market studies, design innovation, workforce training programs, and technical assistance for businesses and residents, helping ensure that CRA initiatives are informed, forward-looking, and impactful.
- **Strengthen Regional Economic Development Partnerships:** Coordinate with organizations such as the Orlando Economic Partnership, Osceola Chamber, and Prospera to align CRA initiatives with regional economic strategies. Focus on attracting investment, supporting entrepreneurship, and expanding access to capital through joint programs such as business incubators, mentorship networks, and workforce pipelines.
- **Pursue Collaborative Funding Opportunities:** Collaborate with partners to secure grants, philanthropic funding, and public-private investment to expand resources for redevelopment and community programs.

2.3

Form strategic alliances with the private sector companies

Form strategic alliances with private sector companies to attract investment, unlock resources, and accelerate redevelopment within the Vine Street CRA. By engaging private partners, the CRA can leverage market expertise, financial capital, and innovative approaches to support transformative projects and long-term economic vitality.

Recommendations:

- **Engage Private Sector Leaders in CRA Visioning:** The CRA will actively engage developers, investors, and business leaders through roundtables and forums to align CRA goals with market opportunities. Private-sector input will be invited during the planning and implementation phases to ensure feasibility, innovation, and buy-in. Targeted outreach and presentations will showcase CRA priorities, available sites, and investment opportunities to attract strong participation.
- **Create Additional Policies and Incentives for Redevelopment:** In addition to existing incentives, the CRA will establish a comprehensive set of policies and targeted incentive packages designed to attract private investment and stimulate revitalization. These may include infrastructure support such as utility upgrades, streetscape improvements, and storm water enhancements in priority redevelopment areas. Additional incentives could consist of expedited permitting, reduced or waived impact fees, and tax increment financing (TIF) to offset development costs.
- **Establish a Business Investment Network:** A coalition of private-sector partners is recommended to be formed to support CRA initiatives through funding, mentorship, and technical expertise. This network will facilitate peer-to-peer learning and collaboration among investors, developers, and entrepreneurs. Businesses contributing to CRA goals will be recognized through awards, media features, and public acknowledgments to strengthen engagement and visibility.
- **Leverage Regional Economic Development Organizations:** The CRA will coordinate with the Orlando Economic Partnership, Osceola Chamber of Commerce, Hispanic Chamber of Commerce, Prospera, and other regional entities to connect CRA opportunities with business networks. Investment strategies will align with regional economic priorities to maximize visibility and impact.
- **Promote the CRA as a Business-Friendly Environment:** Efforts will focus on streamlining development processes and on providing clear, accessible guidance for private-sector engagement. Successful redevelopment projects and business investments will be highlighted to build confidence and attract new partners. A CRA investment portal or toolkit will be maintained with site information, incentives, and contact points to simplify access for interested businesses.
- Community-driven solutions while fostering cross-sector partnerships.
- **Secure Funding and Deliver Training:** To strengthen financial resources, the CRA will collaborate with nonprofits and academic institutions to co-apply for federal, state, and philanthropic grants, utilizing academic partners for data collection and evaluation. Training programs will focus on job readiness, financial literacy, and entrepreneurship, complemented by youth engagement through mentorship and service-learning.
- **Create a Community Resource Hub and Measure Impact:** A physical or virtual resource hub will be established to provide residents with access to services, training, and information from partner organizations. This hub will feature rotating workshops, pop-up clinics, and educational events. The CRA will track outcomes such as residents trained, grants secured, and projects completed, sharing success stories through newsletters, social media, and public meetings to build momentum and trust.

2.4

Establish and support mentorship programs for residents, businesses, investors, and developers

Foster inclusive economic development and community empowerment by establishing mentorship programs that connect residents, small businesses, investors, and developers with experienced professionals, peer networks, and local champions.

Recommendations:

- **Establish and Support Mentorship Programs:** The CRA will create mentorship tracks tailored for residents, entrepreneurs, developers, and investors to build local capacity and foster economic growth. Experienced professionals from public, private, and nonprofit sectors will be recruited to serve as mentors, offering guidance and expertise.
- **Create a Mentorship Portal:** It is recommended to create a dedicated CRA mentorship portal to match mentors with mentees, complemented by networking events and workshops designed to strengthen relationships and share knowledge across the community.
- **Develop Sector-Specific Mentorship Tracks:** The CRA will create tailored mentorship programs for key stakeholder groups. Residents will gain life skills, career coaching, and civic engagement support. Business owners will receive guidance on startups, marketing, financial planning, and access to capital. Investors will learn about local markets, impact investing, and CRA incentives, while developers will be assisted with permitting, community engagement, and sustainable design. These targeted tracks will ensure mentorship is impactful and aligned with revitalization goals.
- **Partner with Local Institutions:** The CRA will collaborate with chambers of commerce, universities, and nonprofit organizations to recruit mentors and host training sessions that strengthen local capacity. By leveraging existing programs, the CRA can expand its reach and provide additional resources to support entrepreneurs, residents, and developers. These partnerships will ensure access to expertise, networking opportunities, and technical assistance that align with the CRA's revitalization goals.
- **Host Regular Mentorship Events:** he CRA will organize recurring mentorship events such as "Mentor Meetups," business roundtables, and developer forums to foster relationship-building and knowledge sharing among stakeholders. These gatherings will include interactive opportunities like pitch nights, career fairs, and community design charrettes, creating spaces for collaboration, innovation, and professional growth within the CRA.
- **Provide Incentives and Recognition:** To encourage participation in the mentorship program, the CRA will offer incentives, including stipends, CRA-branded certifications, and public recognition, for mentors who contribute their time and expertise. Success stories can be highlighted through CRA communications, including newsletters and social media, to showcase the program's impact and inspire broader community involvement.

Organizations in Central Florida Providing Mentorship Programs

- **National Entrepreneurship Center**
- **SCORE Orlando**
- **UCF Business Incubation Program**
- **ULI Central Florida – Real Estate Diversity Initiative (REDI)**
- **NAIOP/ULI/CREW "Visionaries of Central Florida"**
- **Valencia College Entrepreneurship & Small Business Programs**

2.5

Invest in robust outreach and engagement initiatives, including community events and interactive activities

Inclusive engagement will build trust, foster collaboration, and empower the community to shape the future of Vine Street, leading to equitable, broadly supported redevelopment outcomes. Ensure that all CRA programs and projects reflect the community's needs, values, and aspirations by actively engaging business owners, residents, and stakeholders throughout the planning and implementation process.

Recommendations:

- **Engage Business Owners, Residents, and Stakeholders for Inclusive Planning:** To ensure inclusive and transparent planning, the CRA will develop a comprehensive community engagement framework that incorporates diverse outreach methods. Stakeholder advisory groups will be formed to guide planning and implementation, while interactive tools such as charrettes, surveys, and pop-up events will be used to gather meaningful input. Feedback loops will be maintained to build trust and accountability throughout the process.
- **Develop Joint Marketing Efforts to Promote the Area:** The CRA will collaborate with City departments, businesses, nonprofits, and institutions to create a unified marketing strategy that promotes the Vine Street area as a vibrant destination for investment and community life. This effort will include a consistent CRA message, a promotional toolkit, and campaigns highlighting local success stories and redevelopment progress. Digital platforms, media partnerships, and community events will be leveraged to maximize visibility and engagement.
- **Host Awareness and Engagement Events:** The CRA will organize recurring events to share updates, celebrate milestones, and strengthen community connections. These events will be co-hosted with local organizations to ensure inclusivity and cultural relevance, featuring educational components, interactive displays, and opportunities for community feedback. Participation will be tracked, and insights will inform continuous improvement of engagement strategies. The CRA can explore signature events such as "Vine Street Voices," "CRA Open House," and "Community Futures Forum." Each event will be designed to reflect CRA priorities—housing, mobility, sustainability, and economic development—while promoting transparency and collaboration.
- **Build Capacity for Participation:** The CRA will strengthen community involvement by offering training on civic engagement, planning processes, and leadership development. Partnerships with nonprofits and educational institutions will support community organizing and advocacy efforts, ensuring residents and stakeholders have the knowledge and tools to actively participate in shaping the CRA's future.

2.6

Strengthen Branding and Marketing to Enhance Outreach and Community Engagement

The CRA will invest in strategic branding and marketing initiatives to create a unified identity for Vine Street, celebrate its unique character, and attract investment. These efforts will support local businesses, promote community pride, and engage residents and visitors. By collaborating with City departments, businesses, nonprofits, and educational institutions, the CRA will showcase the area's assets and opportunities while reinforcing its distinct identity.

Recommendations:

- **Brand Refresh Campaign:** The CRA will launch a brand refresh initiative to strengthen Vine Street's existing identity and ensure consistent application across all platforms. Building on the current logo, the campaign will introduce updated elements such as a refined tagline, refreshed color palette, and modernized design standards. These enhancements will be developed in collaboration with stakeholders to reflect the district's evolving character and vision. The refreshed brand will be applied consistently across signage, websites, social media, and printed materials, creating a cohesive and recognizable image that reinforces Vine Street's unique identity and appeal. Brand refreshes are recommended at key milestones, such as major anniversaries or significant project completions, to keep the identity relevant and aligned with the CRA's progress and future goals.
- **Form a Marketing Task Force:** A marketing task force will be formed to guide these efforts, bringing together representatives from City departments, local businesses, nonprofits, and institutions. This group will meet regularly to coordinate campaigns, share resources, and align messaging—ensuring that all marketing activities reflect the CRA's goals and community values.
- **Maintain Ongoing Communication:** Maintaining ongoing communication will be a priority. The CRA will provide regular updates through newsletters, social media, and community bulletin boards, and will create a feedback dashboard to demonstrate how community input informs decision-making. Promotional materials such as brochures, videos, and digital content will be developed to highlight Vine Street's assets, opportunities, and success stories.
- **Invest and Leverage in Digital Platforms:** Digital platforms will play a key role in outreach, with social media, websites, and email campaigns used to expand engagement and visibility. Local events and initiatives will be promoted through a CRA event calendar, and partnerships with local organizations will help celebrate the area's culture and talent. Additionally, the CRA will work with local media outlets and influencers to amplify its message and attract visitors.

3 Ensure Safety and Comfort

Enhance safety, comfort, and appearance by addressing homelessness, improving streetscapes and buildings, and fostering community pride.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026–31)
3.1	Address the Unhoused Population Through Collaborative Solutions	+ Policy & Plans + Awareness &Engagement	Transformational	Medium
3.2	Enhance Public Safety and Community Trust	+ Programs & Incentives + Awareness & Engagement	Transformational	High
3.3	Improve Property Conditions and Aesthetics	+ Programs & Incentives + Projects	Basic	High
3.4	Strengthen Code Compliance to Ensure Properties Meet Standards to Maintain Safety and Aesthetics	+ Policy & Plans + Programs & Incentives	Transformational	High
3.5	Invest in the Transformation of Public Spaces	+ Policy & Plans + Projects	Progressive	Medium
3.6	Develop a Distinct Brand and Wayfinding System	+ Policy & Plans + Projects	Progressive	Medium

NOTE: The priority levels should be re-assessed annually during the work plan and budget development process to ensure they remain aligned with available resources and evolving area needs.

3.1

Address the Unhoused Population Through Collaborative Solutions

Housing insecurity and the needs of the unhoused population present a complex challenge that demands coordinated action across housing, health, and economic systems. The CRA will work in close partnership with city leadership, law enforcement, health care providers, and community organizations to deliver a holistic approach that integrates safe housing, supportive services, and pathways to economic stability.

Recommendations:

- **Develop an Unhoused Population Reduction Plan:** The CRA will collaborate with elected officials and all City departments to create a coordinated strategy that addresses the needs of the unhoused population from multiple perspectives. This Plan will focus on long-term solutions, including permanent and transitional housing, mental health and addiction recovery services, and workforce development programs that foster stability and independence.
- **Build Cross-Sector Partnerships for Resource Alignment:** The CRA can assist in convening a coalition of public agencies, nonprofit organizations, and community groups to ensure resources are effectively aligned.
- **Support Transitional Housing Programs and the Expansion of Emergency Shelters:** Work with Housing and Community Development to provide safe housing combined with essential services. Assist in securing funds for rental assistance and eviction-prevention programs.
- **Establish a Homelessness Solutions Task Force:** Form a dedicated task force to lead efforts addressing the unhoused population within the Vine Street CRA. This group will include City departments, elected officials, nonprofits, health care providers, Code Enforcement, law enforcement, Police representatives, and local business leaders.

What Is the Community Saying?

One of the top priorities for the community is addressing the needs of the unhoused population in the City and the Vine Street corridor.

City of Orlando, Florida, Unhoused Population Approach

The City of Orlando has appointed a dedicated advisor to coordinate homelessness strategies across agencies, ensuring a unified approach and close collaboration with the Downtown Development Board (DTO) and CRA. The City aims to reduce unsheltered homelessness by 50% by 2027, supported by approximately $30 million in capital funding and $4.5 million annually for housing, mental health, addiction recovery, and workforce programs.

Key Initiatives

- **"407 Connect" Mobile Shelter Buses**: A partnership with DTO introduced two retrofitted buses that provide nightly shelter for approximately 42 individuals. Inspired by a nonprofit model in Vero Beach, the program offers not only safe overnight accommodations but also direct connections to case management and supportive services aimed at transitioning individuals into permanent housing.
- **Coalition for the Homeless Expansion:** A 9,000-square-foot addition for women and children, estimated at $60 million.
- **Drop-In Centers & Resilience Hubs:** Grants for nonprofits and federal funding for Wi-Fi, shade, and backup power to support unsheltered individuals.

SOURCE: HTTPS://WWW.ORLANDO.GOV

3.2

Enhance Public Safety and Community Trust

Strengthen safety through proactive programs, technology, and collaborative engagement in partnership with the Police Department.

Recommendations:

- **Promote Business and Residential Watch Programs:** Collaborate with the Police Department to implement the existing Business and Residential Watch Program. This initiative will empower residents and business owners to work closely with law enforcement, share information, and create a safer environment.
- **Expand Security Measures with Smart Technology:** To deter crime and improve response times, the CRA will work with the Police Department and businesses on deploying connected security cameras in high-risk areas and incentivizing property owners to adopt monitoring systems and other safety measurements.
- **Foster Trust Through Community Policing:** Work with law enforcement to host regular town halls, implement community policing strategies, and share crime trend data. These efforts will promote transparency, strengthen relationships, and ensure residents feel heard and protected.
- **Educate Residents on Safety Practices:** Launch a comprehensive safety education campaign using workshops, social media, and printed guides. Residents will learn practical steps for crime prevention, emergency preparedness, and how to report suspicious activities. This proactive approach builds confidence and strengthens the community's comfort.
- **Launch a Community Cleanliness and Beautification Program:** This program will include clean-up events, recycling drives, and educational campaigns. By improving the physical environment, the CRA will reduce crime perception, enhance neighborhood pride, and encourage community participation.
- **Create a Safety Task Force:** Establish and maintain a Safety Task Force composed of representatives from the Police Department, Code Enforcement, local businesses, neighborhood associations, and CRA staff. This task force will focus on identifying safety priorities, coordinating resources, and monitoring progress. It will serve as a central hub for collaboration—ensuring that public safety initiatives are proactive, data-driven, and community-informed. The task force will also provide recommendations, and oversee outreach programs to build trust and transparency.

Keep Orlando Beautiful

Keep Orlando Beautiful is a City of Orlando program dedicated to engaging and empowering residents to prevent litter, promote recycling, and enhance the city's appearance. Established in 1987 as an affiliate of Keep America Beautiful, the program offers initiatives such as Adopt-A-Street, free electronics and textile recycling events, and creative sustainability projects like Trash 2 Trends and Plastic Free July. Volunteers play a key role through community cleanups, workshops, and event support, helping divert tons of waste from landfills and improving neighborhoods and waterways.

SOURCE: HTTPS://WWW.ORLANDO.GOV/OUR-GOVERNMENT/DEPARTMENTS-OFFICES/PUBLIC-WORKS/STREETS-AND-STORMWATER-DIVISION/KEEP-ORLANDO-BEAUTIFUL



3.3

Improve Property Conditions and Aesthetics

The CRA will invest in strategic branding and marketing initiatives to create a unified identity for Vine Street, celebrate its unique character, and attract investment. These efforts will support local businesses, promote community pride, and engage residents and visitors. By collaborating with City departments, businesses, nonprofits, and educational institutions, the CRA will showcase the area's assets and opportunities while reinforcing its distinct identity

Recommendations:

- **Expand Commercial Improvement Grant Program:** Broaden its existing commercial improvement grant program to include a broader range of eligible upgrades. These will cover façade enhancements, landscaping improvements, and accessibility upgrades to ensure businesses are attractive, welcoming, and ADA compliant. By incentivizing these improvements, the CRA strengthens the corridor's visual identity and supports economic vitality.
- **Launch Residential Improvement Grant Program:** To improve neighborhood aesthetics and housing quality, the CRA will introduce a residential improvement grant program. This program will focus on exterior enhancements, energy-efficiency upgrades, and code-compliance repairs, helping homeowners maintain safe, sustainable, and visually appealing properties.
- **Offer Incentives for Code Compliance and Excellence:** Create additional incentives for properties that meet or exceed code requirements, such as reduced permit fees, expedited review processes, or recognition programs. These measures will encourage proactive compliance, reward best practices, and foster a culture of pride and accountability among property owners.
- **Introduce Sustainability and Green Design Incentives:** Establish an incentive program to encourage property owners to incorporate green building practices into their projects. Eligible improvements may include solar panel installation, rainwater harvesting systems, energy-efficient materials, and native landscaping.

What Is the Community Saying?

The community voted for the top five private property improvements to enhance comfort and safety along Vine Street.

RESULTS:

1 RANKS

1 NUMBER OF VOTES



1 Landscape 588



2 Art/Murals 386



3 Storm Water 343



4 Building 336



5 Signage 221

3.4

Strengthen Code Compliance to ensure properties meet standards to maintain safety and aesthetics

This action focuses on ensuring that all properties within the CRA meet established standards to maintain public safety, structural integrity, and neighborhood aesthetics. This action involves stricter enforcement for chronic violators, improved tracking and reporting systems, coordinated inspections with multiple departments, and proactive community engagement. By combining penalties, education, and incentives, the CRA aims to create a cleaner, safer, and more attractive environment that supports revitalization goals. Figure 5 on the following page presents a heat map and related information on Code Enforcement violations within the Vine Street corridor for the years 2021 and 2024.

Recommendations:

- **Target Problem Sites with Stricter Penalties:** The CRA will work with Code Enforcement to prioritize properties with chronic violations, including hotels with repeated issues. Stricter penalties and escalating fines will be applied to deter non-compliance and ensure accountability. The following page includes a comprehensive list and map of all hotels located within the Vine Street corridor.
- **Require Proof of Compliance within Set Timeframes:** Coordinate with Code Enforcement to require property owners to submit documentation verifying compliance by established deadlines. This approach helps prevent prolonged violations and ensures the timely resolution of safety and aesthetic concerns, particularly at high-priority problem sites.
- **Coordinate Enforcement Across Departments:** The CRA will work closely with Police, Fire, and Health Departments to create a unified enforcement approach. Joint inspections and coordinated responses will promptly and comprehensively address violations.
- **Map and Conduct Regular Inspections of High-Risk Properties:** The CRA will develop a systematic approach to identify and map properties with recurring code violations, including those with chronic safety or maintenance issues. Once mapped, these properties will be prioritized for routine inspections to ensure compliance and prevent hazards. This proactive strategy allows the CRA to address problems early, maintain community standards, and reduce the risk of prolonged violations.
- **Provide Clear Communication on Code Requirements:** The CRA can distribute informational brochures, host community workshops, and launch public awareness campaigns to educate property owners and businesses on code compliance. Clear guidelines will reduce confusion and improve adherence.
- **Encourage Community Reporting and Participation**: Residents will be encouraged to report violations through a dedicated hotline or online portal. Additionally, community clean-up events will foster shared responsibility and improve the neighborhood aesthetic.

What Is the Community Saying?

Stakeholders and community members have shared that several hotels along the Vine Street corridor are increasingly being used for longer-term stays, which has contributed to ongoing challenges related to property maintenance and public safety. Addressing safety concerns at hotels has been consistently identified by the community as a high priority for the CRA moving forward.

Hotels Inventory

1. The Lisbon Hotel
ADDRESS: 4311 W Vine St #192
PARCEL ACREAGE: 7.53 Ac
BUILDINGS SF: 81,897 SF
NUMBER OF ROOMS: 170

2. Home 1 Suites Extended Stay
ADDRESS: 4156 W Vine St
PARCEL ACREAGE: 2.75 Ac
BUILDING SF: 71,238 SF
NUMBER OF ROOMS: 130

3. Days Inn
ADDRESS: 4125 W Vine St
PARCEL ACREAGE: 2.32 Ac
BUILDING SF: 25,198 SF
NUMBER OF ROOMS: 51

4. Oak Ridge Inn
ADDRESS: 4131 W Vine St
PARCEL ACREAGE: 1.36 Ac
BUILDING SF: 25,240 SF
NUMBER OF ROOMS: 54

5. Enterprise Motel
ADDRESS: 4121 W Vine St
PARCEL ACREAGE: 2.33 Ac
BUILDING SF: 23,568 SF
NUMBER OF ROOMS: 49

6. Ambassador Inn
ADDRESS: 4107 W Vine St
PARCEL ACREAGE: 1.04 Ac
BUILDING SF: 24,558 SF
NUMBER OF ROOMS: 48

7. Weinan Hotel
ADDRESS: 4104 W Vine St
PARCEL ACREAGE: 3.58 Ac
BUILDING SF: 82,806 SF
NUMBER OF ROOMS: 174

8. Chateau Motel
ADDRESS: 3518 W Vine St
PARCEL ACREAGE: 0.36 Ac
BUILDING SF: 9,876 SF
NUMBER OF ROOMS: 17

9. Staymore Extended Studios
ADDRESS: 2407 W Vine St
PARCEL ACREAGE: 1.9 Ac
BUILDING SF: 67,157 SF
NUMBER OF ROOMS: 48

10. Park Royal Orlando
ADDRESS: 1500 N Thacker Ave
PARCEL ACREAGE: 3.71 Ac
BUILDING SF: 91,269 SF
NUMBER OF ROOMS: 176

11. The Panama Extended Stays
ADDRESS: 1620 W Vine St
PARCEL ACREAGE: 0.81 Ac
BUILDING SF: 17,622 SF
NUMBER OF ROOMS: 50

12. Sunrise Motel
ADDRESS: 801 W Vine St #4162
PARCEL ACREAGE: 0.41 Ac
BUILDING SF: 9,552 SF
NUMBER OF ROOMS: 24

13. Lambert Inn
ADDRESS: 410 W Vine St
PARCEL ACREAGE: 0.79 Ac
BUILDING SF: 19,580 SF
NUMBER OF ROOMS: 44

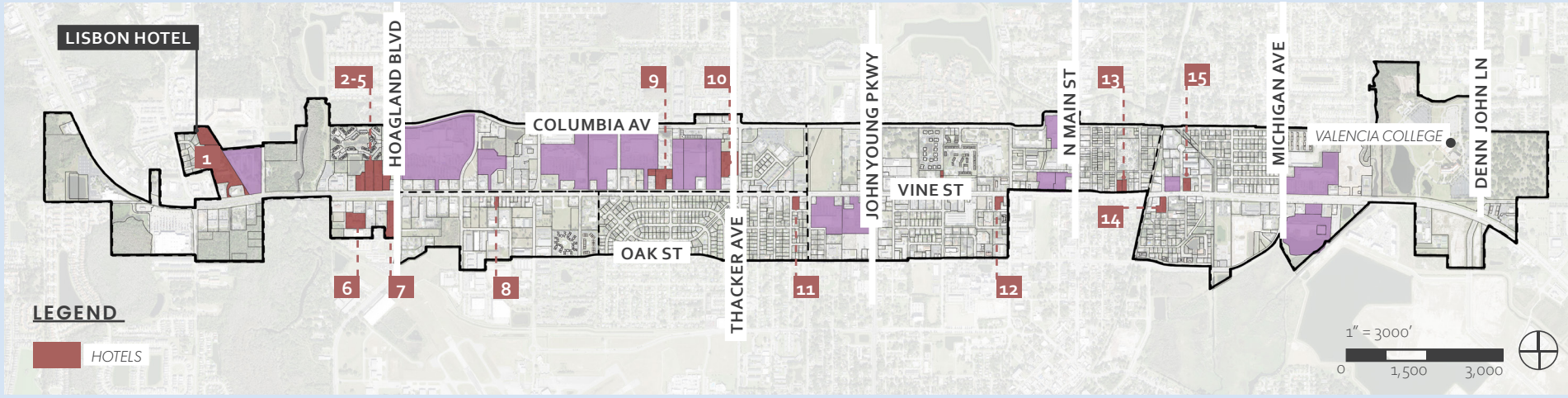
14. Budget Inn-East
ADDRESS: 307 E Vine St
PARCEL ACREAGE: 0.62 Ac
BUILDING SF: 17,433 SF
NUMBER OF ROOMS: 29

15. Motel 9
ADDRESS: 321 E Vine St
PARCEL ACREAGE: 0.52 Ac
BUILDING SF: 13,840 SF
NUMBER OF ROOMS: 26

16. Apollo Inn
ADDRESS: 670 E Vine St
PARCEL ACREAGE: 1.15 Ac
BUILDING SF: 19,558 SF
NUMBER OF ROOMS: 40

17. Flamingo Inn
ADDRESS: 801 E Vine St
PARCEL ACREAGE: 0.88 Ac
BUILDING SF: 18,208 SF
NUMBER OF ROOMS: 40

FIGURE 27. VINE STREET CRA HOTELS LOCATION MAP



Vine Street Landscape Master Plan (March 2022)

The Landscape Master Plan provides guidance for designing and maintaining the Vine Street corridor's landscape, as well as for shaping new development along the corridor. Its purpose is to support health, safety, sustainability, and overall community welfare while creating a consistent framework for long-term physical and financial investment.

Benefits of the Plan include clear landscape design principles; a roadmap for planning and decision-making; a strategy for phased implementation; a budgeting and fundraising tool; and standards for materials that create a unified corridor identity.

The Plan presents the landscape vision and spatial design concepts for Vine Street, supported by design guidelines and implementation steps. Streetscape examples, including improvements near Main Street, illustrate how enhanced walking areas and planting zones could look after redevelopment. Key principles include adding shade trees, improving pedestrian safety, and using cohesive, low-maintenance, drought-tolerant materials. Overall, the design focuses on sustainability, visual interest, and creating a stronger sense of place.



VINE ST @ MAIN ST PROPOSED IMPROVEMENTS

3.5

Invest in the Transformation of Public Spaces

Create vibrant, inclusive public spaces through streetscape upgrades, public art, and cultural programming. These improvements will enhance comfort, aesthetics, and safety along the Vine Street corridor—transforming it into an inviting destination for residents and visitors.

Recommendations:

- **Invest in Streetscape and Public Realm Upgrades:** Prioritize streetscape improvements to create safe, attractive, and pedestrian-friendly environments. Improvements will include landscaping, intersection enhancements, lighting, and street furniture to foster walkability and comfort. These upgrades will strengthen the identity of the Vine Street corridor and encourage economic activity.
- **Continue Implementing the Vine Street CRA Landscape Master Plan:** Building on the existing Landscape Master Plan, the CRA will focus on tree canopy expansion, native plantings, and green infrastructure to improve aesthetics, manage storm water, and reduce heat island effects. These enhancements will create a more sustainable and visually appealing public realm that supports community health and resilience.
- **Promote Art as a Tool for Engagement and Beautification:** Incorporate murals, sculptures, and interactive installations that reflect local culture and history, fostering a sense of place and community pride. Art will catalyze community pride and cultural expression. Examples include:
  - Integrate murals, sculptures, and installations into parks, plazas, and streetscapes.
  - Support local artists through commissions and grants.
  - Partner with businesses to sponsor art projects that reflect local heritage and identity.
  - Create a dedicated mural and public art program or continue partnering with Osceola Arts to transform blank walls and underutilized spaces into vibrant, community-driven art installations. This program will showcase local talent and celebrate the cultural history of the Vine Street CRA.

- **Activate Vacant Lots and Underutilized Spaces:** The CRA will transform vacant lots and underused parking areas into temporary public spaces such as pop-up parks, community gardens, or event venues. These activations will provide immediate benefits while long-term redevelopment plans are underway. To encourage participation, the CRA will offer incentives to property owners who convert their vacant spaces for temporary public use, such as grants, or recognition programs.

3.6

Develop a Distinct Brand and Wayfinding System

Strengthen community identity by building positive perceptions through cohesive branding, inclusive messaging, and storytelling that celebrates local pride and the unique character of each sub-area.

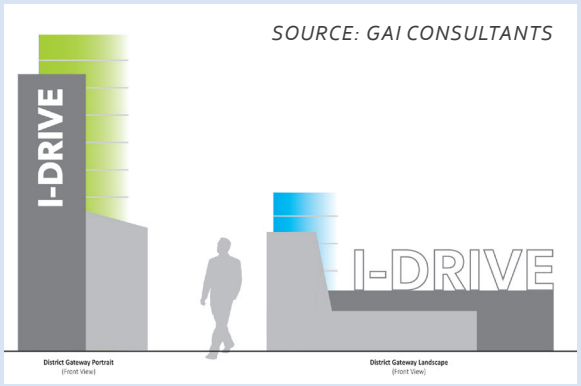
Recommendations:

- Create a unified brand and visioning system for the Vine Street CRA and each sub-area.
- Develop visual identities—logos, color palettes, and thematic design elements—that reflect each area's character and history.
- Implement a coordinated wayfinding system to improve navigation and highlight key destinations.
- Install gateway signage at major entry points to establish a strong sense of arrival and place.
- Use branding and wayfinding elements to create a cohesive, welcoming experience for residents and visitors.

International Drive Gateway and Wayfiding System, Orange County, Florida

Orange County Government, developed a signage and wayfinding program to unify the International Drive District, enhance navigation, and strengthen corridor identity. Building on the I-Drive 2040 and Vision 2050 frameworks, the project integrates cohesive signage and gateway landscape enhancements to improve access and visibility for businesses and destinations. The signs are designed to simplify navigation while showcasing the vibrant character and dynamic energy of the I-Drive District, with adaptable features that illuminate subdistrict colors at night while maintaining a sleek, professional appearance during the day. Dynamic, context-sensitive design reinforces district character while improving circulation and reducing visual clutter. Strategic placement during implementation ensures compatibility with existing utilities and site conditions.





4 Attract and Retain Business

Collaborate with local and regional businesses, industries, and partners to position the area as a thriving economic center and ensure the retention and attraction of businesses that contribute to the prosperity of the area and city.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026-31)
4.1	Strengthen Economic Development Partnerships and Targeted Incentive Programs	+ Programs & Incentives + Awareness &Engagement	Progressive	High
4.2	Market and Position Vine Street as a Premier Hub for High-Value Industries	+ Programs & Incentives + Awareness & Engagement	Progressive	Medium
4.3	Build and Maintain a Business and Property Inventory	+ Policy & Plans	Basic	High
4.4	Expand Small Business Incentives and Grants	+ Programs & Incentives	Basic	Low
4.5	Engage and Celebrate Businesses	+ Programs & Incentives + Awareness & Engagement	Basic	Medium
4.6	Foster Innovation and Build Workforce Talent	+ Awareness & Engagement	Progressive	Medium
4.7	Form a Vine Street Business Committee to Drive Local Economic Vitality	+ Awareness & Engagement + Capacity Building	Progressive	High
4.8	Establish a Business Liaison Position	+ Awareness & Engagement + Capacity Building	Progressive	Low

NOTE: The priority levels should be re-assessed annually during the work plan and budget development process to ensure they remain aligned with available resources and evolving area needs.

4.1

Strengthen Economic Development Partnerships and Targeted Incentive Programs

Leverage the City's Economic Development Department and CRA resources to drive growth in health care, aerospace, and technology sectors. Focus on attracting businesses that complement NeoCity's innovation ecosystem within the NeoVine sub-area. This strategy integrates targeted industry incentives with CRA grant programs to stimulate investment, enhance property conditions, and align business development with broader redevelopment objectives.

Recommendations:

- **Expand Medical Arts District:** Grow the Medical Arts District, building on $300 million in recent health care investments. Utilize existing incentives like job creation bonuses, permit fee reimbursements, and equipment grants.
- **Advance Aerospace Industry Development:** Work with Kissimmee Gateway Airport and regional partners to leverage the Aerospace Advancement Initiative, positioning the Airport as a leading destination for aerospace businesses through its strategic location and skilled workforce.
- **Attract Technology and Innovation Businesses to NeoVine:** Collaborate with Osceola County and regional organizations to target tech, research, and advanced manufacturing firms aligned with NeoCity. Highlight proximity to NeoCity and Valencia College, and create new incentives for tech and innovation.
- **Promote and Attract the Eco-Tourism Industry:** Leverage Shingle Creek's access to the creek and regional trail to connect with US 192. Support nature-based businesses, collaborate with partners, and incentivize eco-tourism ventures to boost environmental stewardship and economic vitality.



KISSIMMEE AIRPORT



NEOCITY DEVELOPMENT RENDERING



SHINGLE CREEK

Kisssimme's Economy and Workforce and their Impact on the CRA

Kissimmee's economy and workforce are supported by a diverse mix of sectors that drive both local and regional growth. Many of these economic assets and industries are located in close proximity to the Vine Street CRA, benefiting the area by fostering economic opportunities, attracting investment, and supporting community development. These industries include:

- **Tourism and Hospitality:** As a major gateway to Orlando's theme parks and attractions like Walt Disney World, Universal Orlando, and SeaWorld, Kissimmee's tourism and hospitality sector is one of its largest economic drivers. The city hosts numerous hotels, resorts, restaurants, and entertainment venues, which generate significant revenue and employment opportunities.
- **Health Care:** The health care industry, including medical services, hospitals, and professionals, plays a vital role in the local economy. Kissimmee is home to health care facilities like HCA Florida Osceola Health Care, and Advent Health Kissimmee, which provide jobs in both clinical and administrative fields.
- **Retail and Commercial Services:** Kissimmee is a commercial hub for both locals and tourists, with a variety of shopping centers, retail stores, and service-based businesses. The retail sector supports a wider range of jobs, from sales to management, and is closely tied to the city's tourism industry.
- **Transportation and Logistics:** With strategic access to major highways (like I-4, Florida's Turnpike, and State Roads 417 and 429), as well as Kissimmee Gateway Airport and the SunRail commuter system, transportation and logistics are significant components of the local economy. The city's proximity to freight routes and the airport provides employment opportunities in warehousing, transportation services, and logistics management.



HCA FLORIDA OSCEOLA HOSPITAL



SHINGLE CREEK

- **Aviation and Aerospace:** The Kissimmee Gateway Airport supports a growing general aviation industry, including flight training, corporate aviation, and aviation-related maintenance services. This sector contributes both directly and indirectly to the economy through related services.
- **Education:** The educational sector is a vital part of Kissimmee's economic, with institutions like Valencia College and Northbridge University-Kissimmee. The Valencia College Osceola campus provides workforce development programs in the high-demand fields of technology, health care, and business.
- **Recreation:** Shingle Creek and Lake Toho are both valuable regional assets for Kissimmee, contributing to the city's environmental, recreational, and economic vitality. Shingle Creek, the headwaters of the Florida Everglades, plays a critical role in water quality and flood control while offering opportunities for eco-tourism and outdoor activities such as kayaking and fishing. Similarly, Lake Toho is a popular destination for boating, fishing, and water sports, enhancing the city's appeal for residents and visitors alike. Together, these natural resources support Kissimmee's sustainability efforts and foster eco-tourism and recreation-based economic growth.

Kissimmee Airport Master Plan (2024)

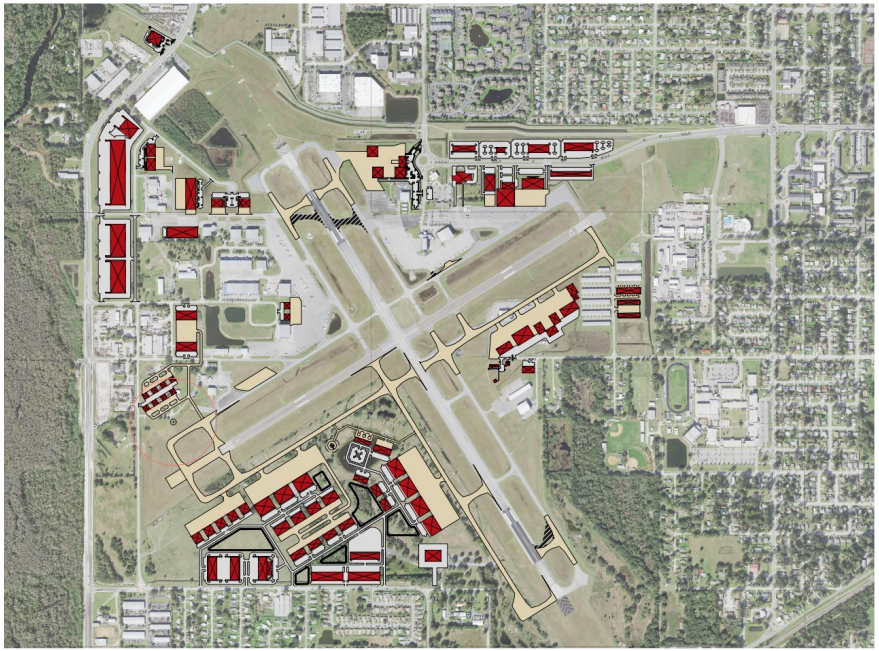
The Kissimmee Gateway Airport supports a growing general aviation industry, including flight training, corporate aviation, and aviation-related maintenance services. The airport generates significant economic benefits for the city, including employment opportunities and revenue from tenants and businesses. Indirect impacts come from the spending of visitors and businesses using the airport. Additionally, the airport supports related industries such as tourism, hospitality, and retail—especially benefiting the Vine Street CRA.

In January 2024, an Airport Master Plan was created to evaluate the current and future use of airport facilities, as required by the FAA for federal funding. It is unclear if the plan has been approved by the FAA.

The plan proposes additional development within the airport property, including warehouses, hangars, hotels, and student housing. The plan also includes an exhibit of runway-protected zones, some of which extend beyond the airport's property and must remain vacant. See figures below.

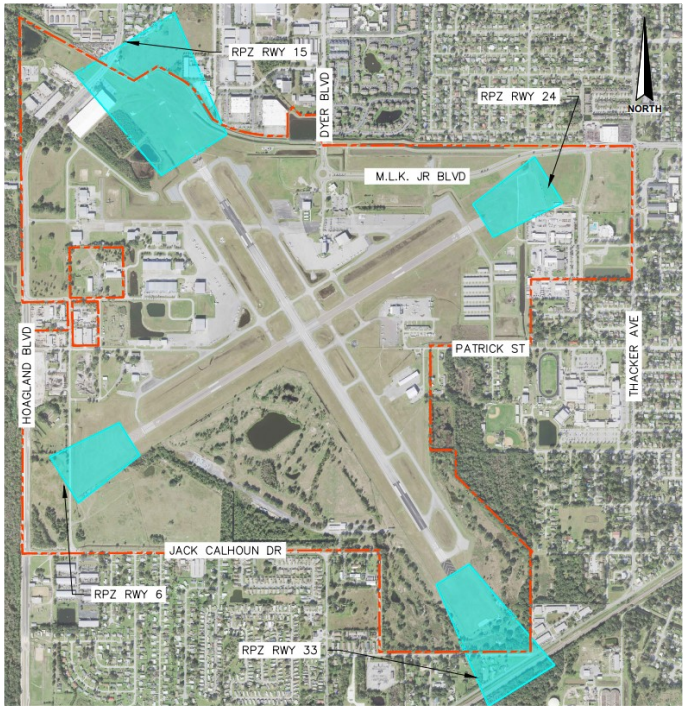
While the Master Plan does not indicate expansion beyond current boundaries, the industrial area north of the airport between Dyer Boulevard and Armstrong Boulevard could potentially be used for airport-supported services—with some parcels in the Vine Street CRA. Dyer Boulevard and MLK Boulevard, the main streets leading to the airport, have the potential to become primary gateway streets.

AIRPORT DEVELOPMENT COMPOSITE (OPT 1)



SOURCE: KISSIMMEE GATEWAY AIRPORT MASTER PLAN

AIRPORT PROTECTION ZONES MAP



SOURCE: KISSIMMEE GATEWAY AIRPORT MASTER PLAN

NeoCity

Osceola County's NeoCity development, located at the edge of the Vine Street CRA, is a 500-acre innovation district designed to position the region as a hub for advanced technology and mixed-use urban living. The centerpiece, NeoCity City Center, spans 13 acres and will deliver approximately 1.5 million square feet of retail, office, entertainment, and cultural space, along with 1,150 residential units overlooking Lake Toho. Construction began in 2024 and will proceed in phases through the early 2030s. Complementing the urban core, NeoCity South includes a high-tech campus with a projected $370 million investment and an AdventHealth hospital campus (80 beds, expandable to 200) over an eight-year timeline. Supported by major industry partners and federal grants, NeoCity integrates technology, health care, and lifestyle amenities, creating a sustainable, walkable district that will be substantially complete by the mid-2030s.







SOURCE: WWW.NEOCITYFL.COM

4.2

Market and Position Vine Street as a Premier Hub for High-Value Industries

Advance the corridor into a competitive, high-value industry destination while fostering existing businesses through strategic branding, partnerships, and targeted marketing initiatives.

Recommendations:

- Highlight Strategic Connectivity and Regional Assets: Promote access to I-4, Florida's Turnpike, Kissimmee Gateway Airport, SunRail, and proximity to NeoCity, Valencia College, and the Medical Arts District.
- Create Unique Branding for Each Sub-Area: Develop distinct identities for all six sub-areas (e.g., NeoVine as an education/tech hub, NOVI as mixed-use, Gateway as airport extension) to reinforce their roles and attract targeted investment.
- Launch an Innovation and Investment Portal: Build a digital platform featuring available sites, incentives, demographic data, success stories, and interactive maps to support investor decision-making.
- Forge Strategic Partnerships: Collaborate with UCF Business Incubator, Prospera, chambers, and regional organizations for technical assistance, co-marketing, and resource sharing.
- Activate the Corridor Through Events: Host "Innovation on Vine" forums and investor tours showcasing opportunities in aerospace, health care, and technology.
- Create a Comprehensive Branding Campaign & Materials: Develop a cohesive brand identity emphasizing the economic development potential of the CRA. Produce high-quality brochures, videos, and social media content featuring success stories, demographic data, and investment opportunities. Leverage digital advertising for regional and national reach.
- Promote at Trade Shows and Industry Events: Participate in economic development conferences and expos to showcase the corridor. Prepare presentations and promotional packages for site selectors, developers, and industry leaders.

4.3

Build and Maintain a Business and Property Inventory

Develop and maintain a comprehensive business and property inventory to support economic development and strategic decision-making for the Vine Street corridor. This inventory will serve as a foundational tool for marketing, outreach, and investment planning.

Recommendations:

- **Develop a Centralized Business and Property Database:** Create a digital platform that consolidates key data—business names, addresses, contacts, and property details—into a regularly updated system. Integrate this inventory with GIS for spatial analysis and visualization, enabling CRA staff and stakeholders to identify clusters, gaps, and opportunities. This tool will make data actionable for strategic planning, positioning, and marketing.

4.4

Expand Small Business Incentives and Grants

Strengthen the corridor's economic diversity by partnering with the City's Economic Development Department and expanding CRA programs to help small businesses thrive, provided that each program is directly tied to eliminating slum and blight and supporting redevelopment within the CRA boundary; with this nexus established, the proposed activities are consistent with statutory requirements.

Key Strategies:

- **Expand CRA Grant Programs:** Broaden existing CRA general grant programs to assist with operational enhancements for small businesses.
- **Offer Targeted Incentives:** Develop new incentive programs focused on retaining existing businesses and attracting new small enterprises that complement the corridor's redevelopment goals.
- **Provide Technical Assistance:** Support small businesses with access to training, permitting guidance, and connections to regional resources for long-term sustainability.

Small Business Incentives, Programs and Support Samples from other CRA's

Cape Coral CRA (Cape Coral, FL)

- **"Breaking Barriers to Business" (B2B) Program:** Zero-interest, 5-year forgivable loans up to $50,000 to help new startups, expanding businesses, or relocating firms.
- **Demolition Assistance Grant:** Reimburses up to $75,000 for demolishing obsolete buildings to enable new development.
  CRA Tax Increment Financing (TIF): Rebates a portion of increased property tax revenue for eligible public improvements and development.
- **Business Infrastructure Grant:** Covers 10% of infrastructure costs, capped at $250,000.
- **Creative Arts Incentive Program:** Grants between $5,000–$250,000 to support arts organizations.

City of Oakland Park CRA (Broward County, FL)

- **Small Business Incentive Program (BIP):** Reimbursement grants supporting interior/exterior property improvements, expansions, relocations, and new openings.
  - Up to $20,000 for general commercial uses,
  - Up to $35,000 for culinary arts businesses.
- Requires a 1:1 matching contribution.

City of Jacksonville Beach CRA (Nassau County, FL)

- **CRA Steering Committee & Business Liaison:** Jacksonville Beach's CRA has established a CRA Steering Committee oriented toward:
  - Simplifying processes for businesses seeking CRA support and funding.
  - Facilitating dialogue and coordination between the CRA and local business interests.
  - Enhancing operational efficiency through streamlined approvals and clarified roles.

4.5

Engage and Celebrate Businesses

Foster strong relationships with business owners through consistent engagement, feedback, and recognition programs that build trust, encourage excellence, and promote corridor visibility.

Recommendations:

- **Host Quarterly Roundtables and Networking Events:** Create forums for business owners to share feedback, discuss opportunities, and learn about CRA programs. Include guest speakers and resource sharing to strengthen collaboration.
- **Conduct Annual Business Surveys:** Gather insights on operational challenges, workforce needs, and desired improvements. Use results to inform policy, grant programs, and infrastructure priorities.
- **Establish a Dedicated Business Liaison:** Assign a CRA staff member as the primary contact for ongoing communication, ensuring timely support and personalized assistance.
- **Launch a "Vine Street Business Excellence" Awards Program:** Recognize outstanding businesses for innovation, customer service, sustainability, and community impact through an annual awards initiative.
- **Promote Achievements Through Media and Marketing:** Publicize award winners and notable milestones via social media, press releases, and newsletters to amplify recognition and enhance corridor visibility.

4.6

Foster Innovation and Build Workforce Talent

Create spaces and programs that support entrepreneurship, attract startups, and develop a skilled workforce aligned with the Vine Street corridor's economic vision.

Recommendations:

- **Establish Innovation Hubs and Incubators:** Develop co-working and incubator spaces in partnership with Valencia College, Orlando Economic Partnership, and other organizations to provide resources, collaboration opportunities, and access to research and talent pipelines.
- **Target High-Value Sectors:** Focus on industries that complement the corridor's goals, such as technology, creative enterprises, and small-scale manufacturing, to reinforce identity and economic vitality.
- **Organize Training Workshops:** Deliver sessions on finance, marketing, digital tools, and e-commerce to strengthen business competitiveness.
- **Create a Mentorship Network:** Pair emerging entrepreneurs with experienced mentors for guidance on planning, operations, and growth strategies.
- **Collaborate with Chambers and Regional Partners:** Work with Osceola Chamber, Hispanic Chamber of Metro Orlando, and others to share resources, provide toolkits, and expand networking opportunities.
- **Develop Internship and Apprenticeship Programs:** Partner with educational institutions to connect students with corridor businesses through hands-on learning experiences.
- **Offer Industry-Aligned Workforce Training:** Coordinate specialized training and certifications in sectors such as hospitality, technology, and creative industries.
- **Host Career Fairs and Job Placement Events:** Organize hiring events with resume workshops, interview coaching, and on-site recruitment to connect employers with qualified candidates.

4.7

Form a Vine Street Business Committee to Drive Local Economic Vitality

Establish a Vine Street Business Committee to serve as a collaborative leadership group that drives economic vitality, strengthens business engagement, and advises on CRA initiatives. This committee will ensure that local businesses have a voice in shaping the corridor's future.

Recommendations:

- **Recruit Representatives from Diverse Business Sectors:** Invite owners and leaders from retail, dining, professional services, creative industries, and emerging sectors to ensure broad representation. Diversity in membership will foster inclusive decision-making and reflect the corridor's economic mix.
- **Develop an Annual Action Plan for Business Development:** Work with committee members to identify priorities, set measurable goals, and outline initiatives such as marketing campaigns, events, and advocacy efforts. This plan should align with CRA objectives and be reviewed annually for progress.
- **Serve as an Sdvisory Body for CRA Initiatives and Marketing Efforts:** Engage the committee in reviewing proposed programs, grant opportunities, and promotional strategies. Their input will help tailor CRA efforts to real business needs and strengthen buy-in from the local business community.

4.8

Establish a Business Liaison Position

Designate a dedicated staff member or contractor to serve as the primary point of contact for local businesses within the CRA. This liaison will assist with permitting processes, connect businesses to available CRA incentives, and facilitate clear communication between business owners and the CRA to ensure timely support and streamlined access to resources.

Recommendations:

- **Streamline Processes:** Simplify application procedures for CRA incentives and grants through liaison-led guidance.
- **Enhance Communication:** Use the liaison to maintain consistent, proactive communication with business owners about opportunities and regulatory changes.
- **Promote Collaboration:** Partner with local chambers, business associations, and workforce agencies to align CRA goals with broader economic development efforts.
- **Support Business Growth:** Offer technical assistance and connect businesses to resources for marketing, financing, and workforce development.
- **Measure Impact:** Track metrics such as number of businesses assisted, grants awarded, and job creation to evaluate success and adjust strategies.

5 Support Connectivity

Improve the area's connectivity and transportation by upgrading streets, redesigning key roads, and expanding trail networks, while coordinating land use strategies that support walkable, mixed-use, and accessible development.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026–31)
5.1	Strengthen Agency Partnerships to Advance Safety, Mobility, and Livability Improvement	+ Capacity Building	Progressive	High
5.2	Support City and Regional Transportation, Trail, and Pedestrian Projects	+ Plans & Policy + Projects	Progressive	Medium
5.3	Prioritize Street and Intersection Upgrades in the CRA	+ Plans & Policy + Projects	Progressive	High
5.4	Redesign Columbia Avenue, Oaks Street, Dyer Boulevard, and Thacker Avenue	+ Plans & Policy + Projects	Transformational	High
5.5	Invest in Mobility and Transportation Planning to Guide Future Improvements	+ Plans & Policy + Projects	Progressive	Low
5.6	Expand Micro Transit and Last-Mile Services	+ Programs & Incentives + Projects	Progressive	Low
5.7	Incentivize Walkable, Bike-Friendly Infrastructure and Site Design	+ Programs & Incentives + Projects	Basic	Medium
5.8	Pursue Grants for Active Transportation and Trail Connectivity	+ Programs & Incentives + Projects	Basic	Low
5.9	Complete the Street Grid Through Redevelopment	+ Plans & Policy + Programs & Incentives	Basic	High
5.10	Promote Trail Use and Key Destinations	+ Plans & Policy + Programs & Incentives + Projects	Progressive	Medium
5.11	Launch a Safe Streets Awareness Campaign	+ Awareness & Engagement	Basic	Medium

NOTE: The priority levels should be re-assessed annually during the work plan and budget development process to ensure they remain aligned with available resources and evolving area needs.

5.1

Strengthen Agency Partnerships to Advance Safety, Mobility, and Livability Improvements

Establish a coordinated partnership framework with transportation agencies to implement safety focused, multimodal improvements that enhance livability and connectivity in the Vine Street corridor. This action ensures that CRA priorities align with ongoing regional initiatives and leverages partner agency resources for maximum impact.

Recommendations:

- **Formalize Interagency Coordination on Active Transportation and Safety Projects:** Establish recurring coordination meetings with LYNX, MetroPlan Orlando, FDOT, and Osceola County to align Vine Street CRA priorities with active projects. Use these meetings to share data, coordinate timelines, streamline design consistency, and identify joint funding opportunities. This structure ensures that CRA investments complement efforts such as the US 192 buffered bike lanes, Central Avenue Planning Study, and Michigan Avenue Safety Improvements.
- **Leverage MetroPlan Orlando's Vision Zero Action Plan to guide corridor safety upgrades:** Apply Vision Zero tools and data—including speed management strategies, enhanced pedestrian crossings, corridor lighting audits, and High Injury Network analyses—to prioritize improvements where distraction and speeding are significant contributing crash factors. Align CRA safety projects with regional crash-reduction strategies to maximize impact and funding competitiveness.
- **Coordinate with LYNX to Improve Transit Access, ADA Compliance, and Future Service Connectivity:** Work closely with LYNX to integrate compliant, cost-effective transit enhancements into CRA streetscape and mobility projects. Support LYNX's ADA sidewalk survey and "Bus Stop Design Guidelines" update—ensuring new CRA projects incorporate safe, accessible stops. Collaborate on expanding Neighborhood Link micro-transit service and prepare for improved connectivity associated with the future LYNX southern operations base near the Tupperware SunRail Station by planning for designated pick-up/drop-off areas and strengthened pedestrian access.

5.2

Support City and Regional Transportation, Trail, and Pedestrian Projects

Collaborate with city, county, and regional partners to advance transportation and trail projects that improve connectivity, safety, and multimodal access throughout the Vine Street corridor. This action ensures CRA investments complement broader mobility initiatives and leverage external funding opportunities.

Recommendations:

- **Align CRA Priorities with City Transportation Plans and Studies:** Support implementation of the Onward Kissimmee Mobility Plan, Central Avenue Planning Study, and any other City-led transportation initiatives affecting the Vine Street CRA. Prioritize delivering mid-block crossings, widened sidewalks, upgraded bus shelters, and gateway features as co-funded CRA projects to accelerate improvements and enhance corridor livability.
- **Advocate for Trail Projects that Strengthen Regional Connectivity:** Champion the advancement of key trail initiatives—including the Kissimmee–St. Cloud Connector Trail, Fortune Lake Trail, and Lake Toho Restoration Pond Trail—that expand access between the CRA, waterfront destinations, and regional parks. Coordinate supporting elements such as wayfinding, shade, and streetscape enhancements to create seamless, inviting trail linkages.
- **Support Transportation and Public Works in Securing Mobility-Focused Grants:** Partner with City staff to prepare strong, competitive grant applications for Complete Streets, pedestrian safety, and active transportation funding programs offered through FDOT, MetroPlan Orlando, and other regional sources. Provide CRA match funding when feasible to increase competitiveness and keep Vine Street projects prioritized.
- **Allocate CRA Funds to Advance Multimodal Streets and Infrastructure Upgrades:** Dedicate CRA resources to critical corridor enhancements—including sidewalk widening, protected bike lanes, intersection safety upgrades, and full street reconstruction where needed—to upgrade aging infrastructure and support a safer, more accessible multimodal network.

5.3

Prioritize street and intersection upgrades in the CRA

Focus CRA investments on critical street and intersection upgrades that improve safety, reduce congestion, and support multimodal mobility. This strategy prioritizes high-crash locations, accessibility improvements, and streets near redevelopment sites to maximize impact.

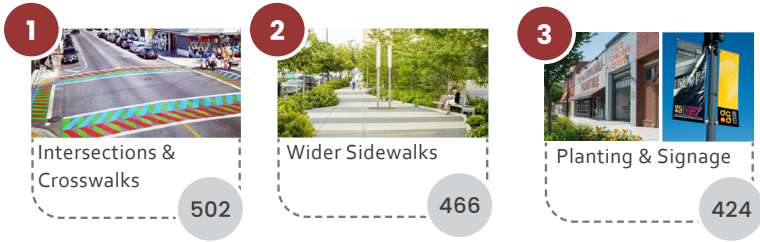
Recommendations:

- **Identify and Map High Crash and Congestion Locations for Targeted Improvements:** Use traffic studies, crash reports, and available transportation data to pinpoint intersections and corridors in need of upgrades. Prioritize locations along high injury corridors such as Hoagland Boulevard, John Young Parkway, and Central Avenue, guided by Vision Zero findings. Incorporate community and stakeholder input to address additional priority streets such as Rose Avenue and Oak Street.
- **Advance Pedestrian Safety Enhancements Across the Corridor:** Install mid-block crossings with refuge islands in areas with high pedestrian activity, ensuring ADA-compliant curb ramps and continuous, accessible sidewalks. Include wider sidewalks in locations where pedestrian demand is high or where redevelopment will increase foot traffic, creating safer and more comfortable pedestrian environments.
- **Support Redevelopment Areas with New and Improved Street and Mobility Infrastructure:** Prioritize improvements on streets adjacent to major redevelopment sites—including the former Kmart property and other redevelopment projects—to provide safe, connected, and upgraded infrastructure that supports future growth and enhances development readiness. It is imperative that these transportation improvements are closely aligned with FLU patterns, ensuring that street design, access, and multimodal connections support walkable, mixed-use development and the long term vision for the corridor.

What Is the Community Saying?

Below are the top three streetscape improvements the community prioritized, along with the desire enhancements and additions to open spaces.

Top 3 streetscape improvements needed Vine Street



Open Space Enhancements/Additions



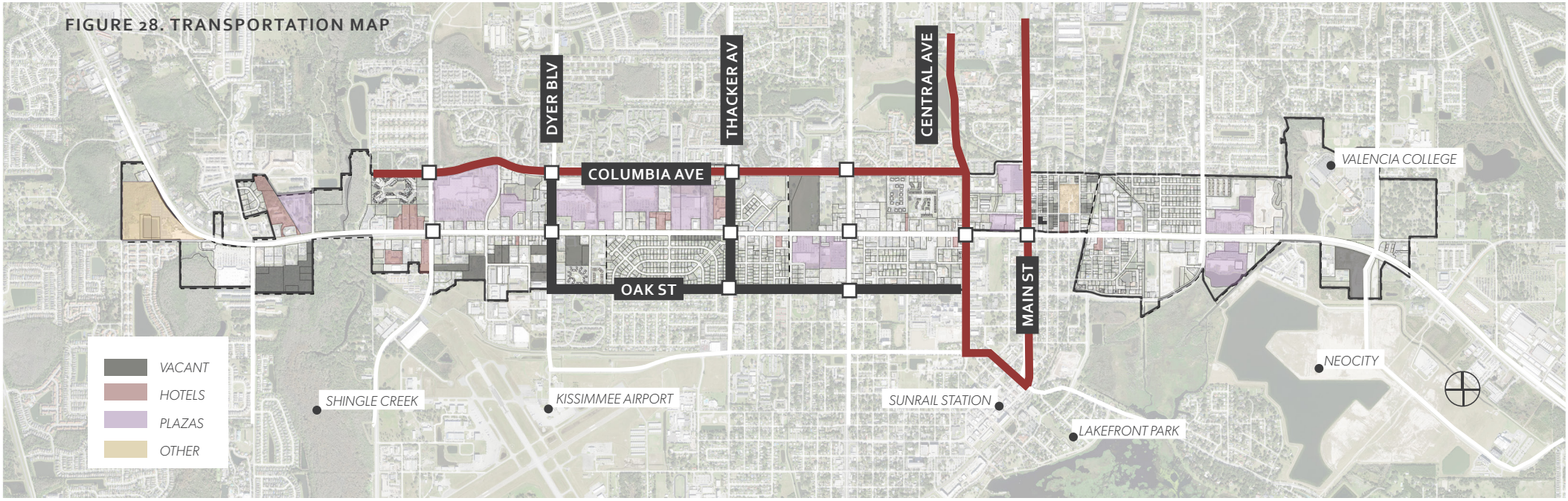
The results above provide a summary of input gathered during the November 13, 2024 open houses, the June 14, and 2025 Juneteenth Festival event

RE-DESIGN DYER BLVD, OAK ST, AND THACKER AVE

CITY'S COMPLETE STREET PROJECTS (COLUMBIA AVE, CENTRAL AVE AND MAIN ST)

POSSIBLE LOCATIONS FOR INTERSECTION UPGRADES

FIGURE 28. TRANSPORTATION MAP



5.4

Redesign Columbia Avenue, Oaks Street, Dyer Boulevard, and Thacker Avenue

Transform Columbia Avenue, Oak Street, Dyer Boulevard, and Thacker Avenue into Complete Streets that enhance safety, connectivity, and multimodal access throughout the Vine Street corridor. These redesigns will create comfortable environments for walking, biking, and transit use while supporting surrounding neighborhoods and redevelopment areas. Implementation will require close coordination with other City departments and regional transportation agencies—including FDOT, LYNX, and MetroPlan Orlando—to ensure consistent design standards, funding alignment, and effective project delivery. All corridor redesigns should also evaluate needed utility upgrades and incorporate green infrastructure elements, such as storm water managing planters, to improve drainage and support long term sustainability.

- **Columbia Avenue:** Upgrade Columbia Avenue—currently a three lane suburban street with narrow bike lanes—into a safer, more inviting multimodal corridor. Widen bicycle facilities, modernize utilities, and strengthen its function as part of the Kissimmee Trail system. Integrate enhanced connections to the Kissimmee Loop Trail and Shingle Creek Regional Trail. Streetscape improvements should include landscaping, upgraded lighting, pedestrian amenities, storm water-managing planters, and other green infrastructure features that support environmental performance.
- **Oak Street:** Oak Street as a major collector that prioritizes safe and comfortable walking and biking. Incorporate protected bike lanes, wider sidewalks, shade trees, enhanced crossings, and planters or landscape zones designed to manage storm water runoff. Evaluate the need for coordinated utility improvements to support redevelopment and long term corridor resilience.
- **Dyer Boulevard:** Apply Complete Streets principles to improve safety and multimodal access along Dyer Boulevard, which serves as the primary gateway to the Kissimmee Airport. Integrate continuous bike lanes, pedestrian paths, transit friendly features, and storm water managing planters. Prioritize intersection upgrades, traffic calming, and necessary utility improvements.
- **Thacker Avenue:** Envision Thacker Avenue as a safe, connected, and reinvested north–south corridor that supports neighborhood access, unlocks key redevelopment sites within the Vine Street CRA, and transitions over time into a more multimodal, economically productive, and visually improved urban street.



COLUMBIA AVENUE BIRD'S EYE AND STREET-LEVEL VIEW



OAK STREET BIRD'S EYE AND STREET-LEVEL VIEW

5.5

Invest in Mobility and Transportation Planning to Guide Future Improvements

Support the development and updating of mobility, transportation, bicycle, and pedestrian plans and parking studies to ensure that CRA priorities are fully integrated into citywide and regional planning efforts. Investing in these studies will provide a coordinated framework for improving safety, expanding multimodal connectivity, and supporting redevelopment throughout the Vine Street corridor. This action ensures that walking, biking, transit access, and safe streets are embedded in the CRA'S long term vision.

Recommendations:

- **Update the Bicycle and Pedestrian Master Plan with CRA Priorities:** Collaborate with City departments and regional partners to refresh the Bicycle and Pedestrian Master Plan, ensuring the document reflects CRA needs such as improved safety, enhanced connectivity, redevelopment support, and equitable access for all users. Incorporate CRA-specific corridor priorities and emerging mobility opportunities.
- **Review Existing Mobility Plans and Align Them with CRA Goals:** Evaluate existing transportation, mobility, and trail plans to identify gaps and integrate CRA objectives. Focus on improving access to redevelopment sites, strengthening multimodal connections, and enhancing routes to community destinations, schools, and transit stops.
- **Embed Vision Zero Principles into Planning and Design:** Integrate Vision Zero speed management and safety strategies across all relevant plans and studies. Prioritize design-based solutions—such as narrower lanes, raised crossings, curb extensions, and improved lighting—to reduce crash severity and improve safety for vulnerable users.
- **Invest in Studies to Close Sidewalk and Trail Gaps:** Conduct targeted planning and design studies to identify, prioritize, and program critical sidewalk, crosswalk, and trail gap closures. Ensure new facilities create continuous, ADA-compliant, and safe walking and biking routes throughout the CRA.
- **Improve Park and Community Destination Access Through Planning and Wayfinding:** Ensure mobility studies address safe and direct access to key destinations such as Oak Street Park & Community Center and Rainbow Park. Include wayfinding concepts, signage plans, and route enhancements so residents and visitors can easily walk or bike to parks, schools, and neighborhood assets.
- **Expand Trail Planning, Safe Routes to School Projects, and New Multimodal Connections:** Include new trail segments, neighborhood greenways, and Safe Routes to School improvements in mobility planning efforts. Prioritize routes that minimize exposure to high-traffic roadways, add safe crossings, and create direct connections between neighborhoods, schools, parks, and future redevelopment areas.
- **Establish Performance Metrics to Measure Walkability and Bike Access:** Incorporate measurable indicators into all mobility and transportation plans to track progress over time. Metrics may include:
  - Percentage of streets with sidewalks
  - Miles of connected bike lanes and trails
  - Number of upgraded crossings and safety improvements
  - Access to transit stops within a 5-minute walk
- **Pursue Funding for Mobility and Transportation Planning Efforts:** Work with Transportation & Public Works, Planning, FDOT, LYNX, and MetroPlan Orlando to pursue grant funding for transportation studies, parking studies, small area plans, and multimodal feasibility studies. Utilize CRA match funding when beneficial to accelerate Plan development and ensure Vine Street priorities remain prominent.

5.6

Expand Microtransit and Last-Mile Services

Enhance mobility within the CRA by expanding micro transit and on demand transportation services that close first/last mile gaps, improve accessibility, and better connect residents and visitors to key destinations. These services support equitable mobility, reduce reliance on personal vehicles, and complement regional transit options.

Recommendations:

- **Continue Funding and Expanding Microtransit Services:** Maintain and expand financial support microtransit and on-demand transportation programs to ensure reliable, flexible mobility throughout the CRA. Ongoing funding will help meet growing ridership demand, provide equitable transportation access, and strengthen connections to jobs, schools, and essential services.
- **Partner with Microtransit Providers for On-Demand Rides:** Develop partnerships with established micro transit providers to offer flexible, cost effective on demand rides within the CRA. Coordinate service zones, stop spacing, and operating hours with LYNX's planned Neighborhood Link on demand service to ensure seamless coverage in priority areas, including: Columbia Avenue, Dyer Boulevard, Oak Street, schools and educational campuses, and major trailheads and recreational access points
- **Create Designated Pick-Up and Drop-Off Zones Throughout the Corridor:** Install clearly marked, safe, and accessible micro transit pick up and drop off zones to streamline operations and improve user experience. Prioritize locations near medical facilities, schools, employment centers, community parks, and key multimodal nodes to maximize convenience and reduce conflicts with other roadway users.
- **Launch a Simple Awareness Campaign About Micro Transit Services:** Create a targeted outreach campaign to inform residents and visitors about available microtransit, on-demand transportation, and other mobility options. Use social media, community events, and signage to promote how the services work, key destinations served, and the benefits of zero fare, accessible micro transit.

5.7

Incentivize Walkable, Bike-Friendly Infrastructure and Site Design

Promote development patterns that prioritize pedestrian and bicycle access, enhance multimodal connectivity, and support transit oriented growth within the CRA. This action—implemented in collaboration with other City departments, including Planning, Transportation & Public Works, Utilities, and Parks & Recreation—uses incentives and updated design requirements to create safer, more vibrant, and walkable development that aligns with long-term mobility and redevelopment goals.

Recommendations:

- **Offer Incentives for Developments that Include Pedestrian-Friendly Features:** Provide grants, design assistance, or density bonuses for projects that incorporate high quality walkability improvements, such as: Wide sidewalks and shaded seating areas; pedestrian scale lighting; and active ground-floor uses that encourage walking and street-level activity.
- **Require Bike-Friendly and Shaded, Connected Site Design Elements:** Update development standards to ensure new projects include essential multimodal amenities, such as: secure bicycle parking at commercial and mixed-use sites; shade trees along sidewalks and pathways for comfort; and direct, safe connections between buildings, sidewalks, and nearby trails.
- **Encourage Mixed-Use Development Near Transit Stops:** Provide incentives for mixed-use projects located within walking distance of LYNX stops and future micro transit hubs. These developments support transit ridership, reduce car dependency, and foster vibrant, walkable neighborhoods.
- **Require Site Plans to Show Direct Trail and Transit Connections with Bus-Friendly features:** Ensure new developments demonstrate clear connections to nearby trails, sidewalks, and transit routes. Require the inclusion of bus friendly design elements—such as shelters, seating, and lighting—consistent with evolving LYNX guidelines to support safe and comfortable transit access.

5.8

Pursue Grants for Active Transportation and Trail Connectivity

Secure external funding to accelerate the development of pedestrian, bicycle, and trail infrastructure that supports safe, connected, and multimodal travel within the CRA. This action—implemented in coordination with Planning, Transportation & Public Works, Parks & Recreation, and regional partners—builds a strong and competitive funding pipeline to advance priority mobility projects.

Recommendations:

- **Apply for FDOT, Safe Routes to School, and Transportation Alternatives Program Funding:** Pursue a range of state and federal grant sources to support high impact multimodal improvements, including:
  - FDOT and MPO initiatives that align with Vision Zero and regional safety goals.
  - Safe Routes to School funding for projects improving access to educational facilities.
  - Transportation Alternatives Program (TAP) grants for bicycle and pedestrian enhancements.
  - Priority project areas such as US 192, Central Avenue, and trail connections to Lake Toho and St. Cloud to maximize safety, connectivity, and economic benefit.
- **Leverage CRA Funds as Local Match to Strengthen Applications:** Use CRA resources strategically as matching funds to:
  - Increase competitiveness of multimodal grant applications.
  - Demonstrate strong local commitment to active transportation.
  - Accelerate delivery of essential infrastructure through blended funding.
- **Track Grant Cycles and Maintain a Pipeline of Ready Projects:** Develop a proactive and organized grant management process by:
  - Monitoring application timelines, eligibility requirements, and recurring opportunities.
  - Maintaining a list of design-ready projects for rapid submission when grants open.
  - Coordinating with MetroPlan Orlando, FDOT, and Osceola County to align priorities and secure consistent funding.

5.9

Complete the Street Grid Through Redevelopment

Strengthen overall connectivity and multimodal circulation within the CRA by closing gaps in the street network as redevelopment occurs. This action—implemented in coordination with Planning, Transportation & Public Works, and future private development activity—focuses on creating a more continuous, walkable, bike friendly, and transit ready street grid that supports long term mobility and redevelopment goals.

Recommendations

- **Identify missing links and prioritize future street connections:** Develop a street connectivity map that highlights north–south and east–west gaps in the network and identifies priority areas for completing the grid. This approach ensures future redevelopment contributes to a safe, cohesive circulation network for all travel modes.
- **Require developers to extend streets and sidewalks to close network gaps:** Update development requirements to ensure all applicable redevelopment projects help complete the public street grid. Required improvements may include:
  - Extensions of public streets and sidewalks to connect with adjacent roadways.
  - Safe, direct connections to existing or planned trails, multi-use paths, and bike lanes wherever feasible.
  - Installation of pedestrian- and bicycle-friendly features that enhance comfort and safety.
- **Require a comprehensive internal street network within new infill developments:** Ensure new developments are designed with internal circulation patterns that support walkability and long term connectivity. Site plans should include:
  - A connected internal street framework that accommodates vehicles, pedestrians, and bicycles.
  - Logical extensions to future planned roadway and trail connections.
  - Safe, direct routes that link buildings to sidewalks, transit stops, and nearby destinations.

NOVI: Former Kmart Site Vision

The City of Kissimmee envisions the former Kmart site as a vibrant mixed-use destination that blends housing, retail, and public space—creating a walkable, connected hub that supports community, commerce, and sustainable growth.

Central to achieving this vision is the establishment of a well-defined interior street system across the 20+ acre infill site. Rather than a single-use or auto-oriented layout, the development should incorporate a fine-grained street grid that enhances connectivity, disperses traffic, and creates a network of smaller, pedestrian-friendly blocks. This interconnected framework will improve access for residents, visitors, and businesses while supporting multimodal circulation, including walking, biking, and transit.



KMART SITE TODAY (2026)

5.10

Promote trail use and key destinations

Encourage active transportation and recreation by improving visibility, accessibility, and community engagement around trails and parks. This strategy strengthens connections to major destinations and fosters a culture of walking and biking.

Recommendations:

- **Install Wayfinding Signage for Trails, Parks, and Major Destinations**
- **Develop Marketing and Outreach campaigns promoting Trail Access to Shingle Creek and Other City Trails**: Launch targeted campaigns using social media, local media, and community newsletters to promote easy access to Shingle Creek, and health and wellness benefits of walking and biking.
- **Organize Community Events Like Bike Rides and Walking Tours:** Host recurring or seasonal events along trail corridors to encourage community use and build familiarity with new improvements. Events may include:
  - Group bike rides highlighting new or improved trail segments.
  - Guided walking tours showcasing safer crossings, waterfront amenities, and redevelopment projects.
  - Partnerships with local businesses, community groups, and institutions for sponsorship, prizes, or participation.

5.11

Launch a Safe Streets Awareness Campaign

Promote a culture of safety for pedestrians, cyclists, and drivers through education, outreach, and visibility initiatives. This strategy reinforces Vision Zero principles and engages the community in creating safer streets.

Recommendations:

- **Create Educational Materials on Pedestrian and Cyclist Safety:** Develop and distribute materials that emphasize: Develop and distribute user-friendly safety materials that emphasize key Vision Zero messages and support regionwide efforts. Materials could highlight:
  - Vision Zero messaging focused on speed reduction, avoiding distractions, and improving nighttime visibility.
  - Co-branding with MetroPlan's regional safety campaign for consistency and broader reach.
  - Targeted outreach at high-risk intersections and corridors.
- **Partner with Schools and Local Organizations to expand community outreach:** Collaborate with schools, neighborhood associations, and community groups to:
  - Deliver safety presentations and distribute educational materials.
  - Incorporate pedestrian and bike safety into school programs.
  - Engage local businesses in promoting safe travel behavior.
- **Use Social Media and Corridor Signage to Reinforce Messaging:** Launch a multi-channel communication effort that keeps safety messaging visible and consistent throughout the CRA. Elements may include:
  - Social media posts with safety tips and event announcements.
  - Corridor signage reminding drivers to slow down and watch for pedestrians.
  - Seasonal campaigns tied to high-traffic periods or new infrastructure openings.

6 Invest in Housing

Invest in developing diverse, high-quality, safe, affordable housing options to support the city's population growth by prioritizing mixed-use developments and flexible housing solutions.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026-31)
6.1	Develop and Maintain a Current Inventory of Vacant or Underutilized Sites Suitable for Housing Development	+ Development Planning & Preparation + Awareness & Engagement	Basic	High
6.2	Facilitate and Support Infill Housing Development, Strategic Land Acquisition, and Assembly	+ Development Planning & Preparation + Programs & Incentives + Plans & Policy	Progressive	High
6.3	Expand Housing Stability, Assistance, and Homeownership Programs	+ Development Planning & Preparation + Programs & Incentives + Plans & Policy	Progressive	Low
6.4	Support Missing Middle Housing and Innovative Housing Models	+ Development Planning & Preparation + Programs & Incentives + Plans & Policy	Basic	High
6.5	Support a Citywide Housing Plan and Related Studies	+ Plans & Policy	Basic	High
6.6	Incentivize Affordable Housing Development by Developers, Nonprofits, and Faith Groups	+ Programs & Incentives + Plans & Policy	Basic	High
6.7	Partner with Employers to Encourage Local Living	+ Capacity Building	Basic	Low
6.8	Create a Housing Resource Guide for Residents and Stakeholders	+ Awareness & Engagement	Basic	Low

NOTE: The priority levels should be re-assessed annually during the work plan and budget development process to ensure they remain aligned with available resources and evolving area needs.

6.1

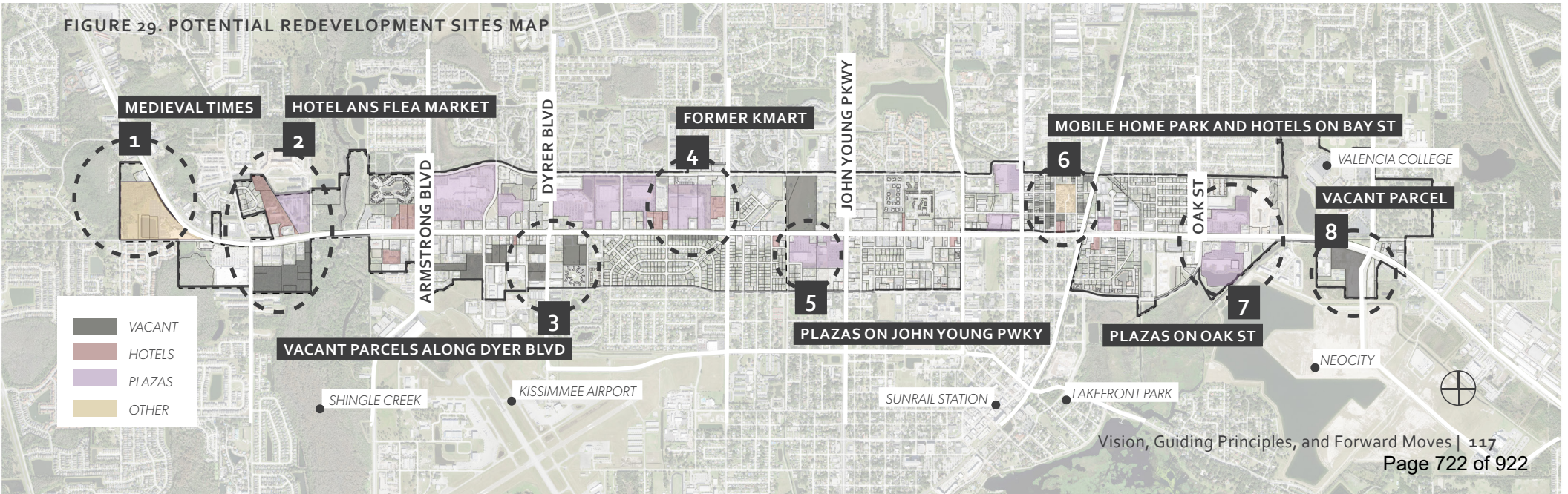
Develop and Maintain an Up-To-Date Inventory of Vacant or Underutilized Sites Suitable for Housing Development

Maintain an up-to-date inventory of vacant and underutilized sites suitable for housing, prioritizing locations based on infrastructure, access, and neighborhood needs. Encourage adaptive reuse of aging properties—such as older hotels and commercial plazas—to expand housing opportunities and reduce blight. As illustrated in the figure below, most identified sites are well-suited for mixed-use redevelopment that includes housing units.

Recommendations:

- **Develop and Maintain a Parcel and Property Inventory to Guide Investment Decisions**: Create and maintain a current inventory of vacant, underutilized, and redevelopment-ready parcels within the CRA, including key data on zoning, ownership, infrastructure, and nearby amenities. Update it annually to reflect market conditions and use it to guide investment, partnerships, and implementation.
- **Promote Adaptive Reuse of Aging Commercial, Lodging, and Industrial Buildings:** Identify older hotels, strip plazas, warehouses, and large-format commercial buildings suitable for conversion into housing, mixed-use, or community-serving facilities. Provide guidance and incentives to support viable adaptive reuse concepts, reduce blight, and accelerate redevelopment on parcels where new construction may be less feasible. This strategy increases housing options while preserving the corridor's character and reducing demolition waste.
- **Identify and Prioritize Sites with High Potential for Affordable and Workforce Housing:** Evaluate parcels based on access to transit, proximity to jobs, availability of utilities, and alignment with state and local housing incentives. Flag priority sites and coordinate with housing developers to advance mixed income, workforce, or attainable housing projects. This supports corridor housing goals while addressing broader community needs.

FIGURE 29. POTENTIAL REDEVELOPMENT SITES MAP



6.2

Facilitate and Support Infill Housing Development, Strategic Land Acquisition, and Assembly

Establish a coordinated approach to advance infill housing within the CRA through strategic land acquisition, targeted site assembly, and partnerships with private and nonprofit developers. Encourage developers and investors to acquire and assemble properties in priority areas. Maintain an updated inventory of sites identified in Figure 26 (Potential Redevelopment Sites Map) to guide acquisition and assembly efforts.

Recommendations

- **Create a land banking program to assemble and secure strategic parcels:** Launch a CRA-supported land banking initiative to proactively acquire, hold, and prepare underutilized or blighted parcels for future housing development. Focus acquisitions on locations with the potential to catalyze neighborhood reinvestment and support long-term affordability goals. Establish policies for holding costs, maintenance, and interim uses to ensure responsible stewardship.
- **Define a transparent land acquisition process and partnership framework:** Develop clear procedures for property acquisition—including due diligence, valuation, negotiation, and public communication—to ensure predictability for property owners and development partners. Establish collaboration pathways with private developers, community land trusts, and nonprofit housing organizations to accelerate project delivery and maximize public benefit.
- **Leverage diverse funding sources and incentives to support acquisition and development:** Pursue state and federal housing grants, CRA funding tools, tax-increment financing strategies, and public private partnerships to reduce acquisition and development barriers. Coordinate with local housing agencies and statewide programs to align funding opportunities with CRA priorities and maximize return on public investment.
- **Offer CRA-supported financing tools to reduce barriers and incentivize infill housing:** Develop financial assistance tools—such as acquisition loans, predevelopment grants, gap financing, or infrastructure cost participation—to attract private and nonprofit partners and make challenging infill projects financially feasible. Prioritize support for developments that deliver affordable or workforce housing and align with CRA redevelopment goals.

6.3

Expand Housing Stability, Assistance, and Homeownership Programs

Establish a comprehensive, coordinated framework to support homeowners, tenants, landlords, and homebuyers through expanded assistance, rehabilitation incentives, and homeownership opportunities within the CRA. In partnership with the City of Kissimmee Housing & Community Development Department, increase funding, outreach, and alignment of programs to strengthen housing stability, preserve existing housing stock, and promote long-term neighborhood revitalization.

Recommended Programs:

- **Essential Repairs and Health & Safety Improvements:** Support critical repairs that address immediate health, safety, and building code issues.
- **Energy Efficiency and Weatherization Upgrades**: Provide incentives that reduce utility costs.
- **Exterior Enhancements and Curb Appeal Improvements:** Improve visible property conditions.
- **Rental Property Rehabilitation Support (Landlord Incentive Track):** Provide incentives for landlords to reinvest in rental properties while ensuring long-term maintenance and tenant stability. Program features may include matching repair grants, incentives tied to affordability or tenant retention, required maintenance plans, and assistance to bring substandard units up to code.

- **Accessibility, Visitability, and Aging-in-Place Modifications:** Support upgrades that allow seniors, individuals with disabilities, or mobility limited residents to remain safely in their homes.
- Resident Education and Technical Assistance: Provide homeowners, tenants, and landlords with resources to strengthen long term property management and financial stability.
- **Strengthen Existing Housing Assistance Programs:** Enhance current offerings in partnership with the City's Housing Department, including: 1) Eviction prevention assistance; 2) Utility and rental deposit support; 3) Foreclosure prevention; 3) Owner-occupied rehabilitation grants; and 4) Increase funding thresholds and eligibility to reflect current housing costs and community needs.
- **Integrate CRA Resources as Local Match:** Use CRA funds to complement City's Housing Department programs, making grant applications more competitive and expanding the number of households served.
- **Launch Joint Pop-Up Housing Clinics:** Host regular events in the CRA where residents can receive assistance with applications, learn about housing programs, and connect with financial counseling services.
- **Target CRA Residents for Priority Assistance:** Work with the City's Housing Department to prioritize households within the Vine Street CRA for emergency assistance, rehab grants, and down payment support.
- **Launch Transitional Housing and Supportive Services:** Develop transitional housing programs paired with wraparound services to help individuals reintegrate into society. Transitional housing will serve as a bridge for unhoused individuals as they move toward permanent housing. These programs should include: 1) Counseling and mental health support; 2) Financial literacy training; and 3) Workforce readiness programs.
- **Home Purchase Incentive Grants:** Provide financial incentives for purchasing homes within the CRA. .
- **Down Payment and Closing Cost Assistance:** Offer grants or low-interest loans to first-time homebuyers and low-to-moderate income households to overcome initial cost barriers and promote equitable access to homeownership.
- **Rehabilitation and Renovation Grants:** Support new homeowners with funding for essential repairs or upgrades, particularly in older or distressed properties, to improve housing quality and enhance neighborhood aesthetics.
- **Workforce Housing Incentives:** Target grants toward essential workers—such as teachers, health care professionals, and first responders—to encourage them to live within the community they serve.
- **Employer-Assisted Housing Programs:** Partner with local employers to co-fund homeownership grants for employees, helping attract and retain a stable workforce while reducing commute times.
- **Homeownership Education Grants:** Provide grants to support programs offering financial literacy, home maintenance training, and pre-purchase counseling to ensure long-term success for new homeowners.

Kissimmee Housing Assistance Program

The City of Kissimmee Housing Assistance Program provides a range of grant-funded services designed to help low- to moderate-income residents access safe, stable housing and avoid displacement. Administered through the City's Housing & Community Development Division, the program focuses on preventing homelessness, preserving homeownership, and improving the long-term affordability and condition of housing within city limits. The program offers multiple types of direct assistance, each tailored to address a specific housing challenge.

- **Eviction Prevention Assistance:**
- **Utility & Rental Deposit Assistance**
- **Owner-Occupied Rehabilitation Assistance:**

Lauderdale Lakes Residential Preservation and Enhancement Program



SOURCE: WWW.LAUDERDALELAKES.ORG

The Lauderdale Lakes CRA's Residential Preservation and Enhancement Program is a pilot initiative focused on revitalizing aging multi-family housing stock within the NW 31 Avenue Overlay District. The program targets more than 95 multi-family buildings—totaling over 424 affordable rental units—constructed in the early 1970s and experiencing long-term physical decline. Through substantial investments in exterior repairs, façade enhancements, and site improvements, the program aims to stabilize neighborhoods, improve housing quality, and elevate the visual character of the corridor. This initiative exemplifies how a CRA can strategically use incentives to improve private properties while supporting broader community development goals, including safety, affordability, and reinvestment.

The purpose of the program is to improve housing conditions, enhance neighborhood aesthetics, reduce blight, and support long-term residential stability within the targeted area. By offering reimbursement-based grants for eligible improvements, the CRA aims to encourage responsible property management and elevate the quality of life for residents of older multi-family communities.

Program Structure and Funding: The program provides reimbursement of up to 80% of eligible project costs, subject to CRA budget availability. Property owners must obtain CRA Board approval before any work begins, and all improvements must comply with city codes, land development regulations, and the architectural guidelines adopted for the Overlay District. Additional program features include:

- A 3-year maintenance requirement to ensure lasting preservation of improvements.
- Mandatory use of licensed contractors in good standing.
- Ineligible uses such as interior renovations, code violation corrections, permit fees, or unlicensed labor.
- A virtual pre-application meeting required for all applicants.

Eligible Improvements (Exterior-Focused): The program emphasizes visible exterior improvements that reinforce corridor identity and neighborhood standards. Eligible improvements include:

- Roof replacement and painting.
- Exterior façade upgrades (windows, doors, siding.)
- Driveway and parking lot resurfacing.
- Lighting for safety and visibility.
- Landscaping, fencing, and hedging.
- Removing or screening trash receptacles.
- Enhancements to meet Overlay District architectural requirements.

Program Outcomes and Impact: The Lauderdale Lakes CRA has allocated $300,000 to support significant residential upgrades, with multiple properties already receiving funding approvals for façade improvements, roof replacements, painting, and site enhancements. These investments demonstrate measurable improvement in building appearance, onsite safety, and overall livability.

Recent CRA resolutions show reimbursements ranging from $23,000 to $30,000 per property, illustrating the scale of individual improvements in aging multi-family structures.

6.4

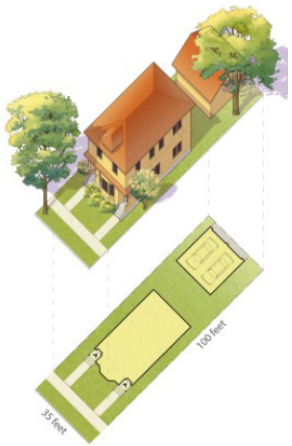
Support Missing Middle Housing and Innovative Housing Models

Leverage the Vine Street corridor's form-based code to encourage and incentivize housing types that fit neighborhood character while providing diverse, attainable options. Missing middle housing refers to multi-unit or clustered housing types—such as duplexes, triplexes, fourplexes, townhomes, and cottage courts—that are compatible in scale with single-family neighborhoods. These housing types historically offered affordable, walkable living options but have become rare due to traditional zoning restrictions

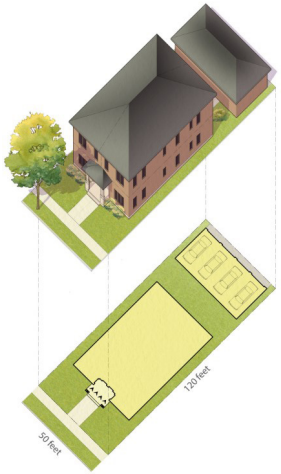
Recommendations:

- **Encourage Construction of Diverse Housing Types:** Actively promote townhomes, duplexes, triplexes, and fourplexes as part of infill and redevelopment projects. Provide design guidelines and incentives to ensure compatibility with neighborhood character and walkability goals.
- **Encourage Accessory Dwelling Units (ADUs):** Promote ADUs as a way to increase housing supply without altering neighborhood character. Provide design guidelines and incentives for ADUs that complement primary structures.
- **Provide Gap Financing Incentives:** Offer CRA-backed gap financing for missing middle housing projects to close funding shortfalls and make smaller-scale developments financially feasible. This could include low-interest loans, forgivable grants, or matching funds for construction costs.
- **Educate Developers and Property Owners:** Host workshops and publish design guides that illustrate how missing middle housing can be implemented under a form-based code, ensuring compatibility with community aesthetics.
- **Pilot Projects in Strategic Locations:** Identify priority sites near transit, parks, and employment centers for demonstration projects that showcase missing-middle housing and innovative models.

DUPLEX: STACKED



FOURPLEX: STACKED



LIVE WORK

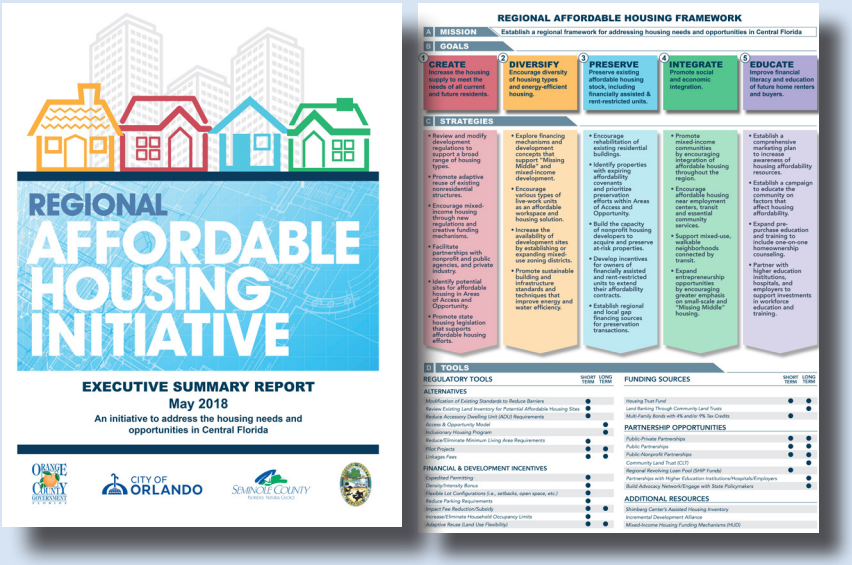


COTTAGE COURT



SOURCE: MISSINGMIDDLEHOUSING.ORG

Central Florida Regional Housing Initiative



The Regional Affordable Housing Initiative—led by Orange, Osceola, and Seminole counties and the City of Orlando—responds to Central Florida's worsening housing crisis, where 230,344 households spend over 30% of income on housing. With population growth projected to add nearly 1 million residents by 2040, housing production lags far behind demand, driving prices and rents beyond reach. The report outlines regional trends, income-cost mismatches, and transportation burdens, then establishes a shared framework of five goals: Create, Diversify, Preserve, Integrate, and Educate. It recommends regulatory reforms, financial tools, and cross-sector partnerships to expand affordable, diverse, and sustainable housing options.

SOURCE: HTTPS://WWW.ORANGECOUNTYFL.NET/NEIGHBORSHOUSING/REGIONALAFFORDABLEHOUSINGINITIATIVE.ASPX

6.5

Support a Citywide Housing Plan and Related Studies

Collaborate with City leadership, departments, and regional partners to develop a comprehensive housing strategy that addresses affordability, housing supply, and future demand within the CRA, the City, and the broader region. This initiative should include both citywide and CRA-specific housing studies to inform policy development and guide strategic investment decisions.

Recommendations:

- **Establish a City/County Housing Task Force:** Form a cross-jurisdictional working group that includes Osceola County, municipalities such as St. Cloud and Poinciana, major employers, and economic development organizations. The goal is to align housing resources and strategies across the region. Example: Orange County's Regional Affordable Housing Initiative brings together public and private partners to explore shared solutions and best practices.
- **Conduct a Comprehensive Housing Needs Assessment:** Evaluate current and projected housing demand, affordability challenges, and demographic trends. This study should identify gaps in housing types, income-level needs, and geographic priorities to guide policy and investment decisions.

6.6

Incentivize Affordable Housing Development by Developers, Nonprofits, and Faith Groups

Expand the CRA's incentive programs—building on successful nonprofit-led projects like Haven on Vine—to encourage affordable and mixed-income housing throughout the Vine Street corridor. These efforts should leverage available CRA resources and partnerships to attract diverse development partners and maximize community impact.

Recommendations

- **Prioritize Partnerships with Nonprofits and Faith-Based Organizations:** Create a formal partnership program that streamlines approvals and provides technical assistance for mission-driven housing projects. The CRA can support these partners through pre-development assistance, site identification, and consistent communication channels. Build on successful collaborations like Haven on Vine and expand partnerships with:
  - Habitat for Humanity.
  - Community Land Trusts (CLTs).
  - Other affordable housing developers and organizations.
- **Provide Gap Financing for Affordable Housing Projects:** Offer CRA-backed gap financing to make affordable housing development financially feasible for nonprofits, faith-based groups, and private developers. Gap financing should follow clear criteria and be supported through dedicated annual budget allocations. Tools may include:
  - Low-interest or zero-interest loans.
  - Forgivable loans or grants tied to long-term affordability commitments.
  - Matching funds for infrastructure, site preparation, or construction.
  - Layering with state and federal programs (e.g., SHIP, SAIL, HOME, LIHTC) to strengthen competitive applications.
- **Create CRA-Specific Policies:** Develop a set of formal CRA policies that define the tools, incentives, and priorities for affordable housing within the Vine Street CRA. These policies should include:
  - Affordable Housing Incentive Criteria.
  - CRA Land Disposition Policy.
  - Anti-Displacement and Preservation Policy.
  - Mission-Driven Development Preference.

6.7

Partner with Employers to Encourage Local Living

Collaborate with major employers to create housing incentives that reduce commute times, strengthen workforce stability, and promote reinvestment in the CRA and City neighborhoods.

Recommendations:

- **Employer-Assisted Housing Programs:** Work with employers to offer down payment assistance, rental subsidies, or forgivable loans for employees who choose to live within the CRA or City limits.
- **Preferred Leasing Agreements:** Partner with property owners and developers to provide discounted rental rates or priority leasing for employees of local businesses.
- **Live-Work Marketing Campaign:** Develop a joint marketing initiative with employers highlighting the benefits of living near work, such as reduced transportation costs and improved quality of life.
- **Public-Private Partnerships:** Explore partnerships where employers contribute to housing development funds or invest in mixed-use projects that include workforce housing.
- **Transportation Incentives:** Pair housing incentives with transit benefits (e.g., free or discounted bus passes) to further reduce commuting barriers.
- **Employer Engagement Forums:** Host regular meetings with HR leaders and business owners to identify housing needs and tailor incentive programs accordingly.

6.8

Create a housing resource guide for residents and stakeholders

Building on the City's expanded Housing Assistance Program, the CRA will establish a Residential Ownership Program to increase homeownership opportunities, stabilize neighborhoods, and promote equitable access to housing. This program will feature a suite of grants and incentives tailored to diverse community needs and housing goals. By partnering with employers and nonprofits, the CRA can strengthen its role in revitalization and complement existing citywide housing initiatives.

Recommendations:

- **Develop Comprehensive and Accessible Content:** This content should be written in plain language to serve a wide range of users, including residents, stakeholders, and partner organizations. Include clear, up-to-date information on:
  - Affordable housing programs
  - First-time homebuyer assistance
  - Rental support services
  - Rehabilitation and home repair grants
  - CRA-specific incentives and funding tools
- **Provide Digital and Print Formats:** Create an interactive online version featuring searchable tools, clickable links, and program filters, along with a downloadable PDF for easy distribution at community events, service agencies, and City facilities.
- Ensure Multilingual Access: Translate the guide into Spanish and Haitian Creole to support inclusivity and ensure accessibility for Kissimmee's diverse population.
- Use Clear, Visual Navigation Tools: These visuals help make the guide intuitive and approachable for all users. Integrate infographics, step-by-step diagrams, and flowcharts to simplify complex processes such as:
  - Applying for financial assistance:
  - Accessing rental support
  - Understanding housing development incentives
- Maintain Regular Updates: Establish a maintenance schedule—such as quarterly or semiannual updates—to incorporate new programs, policy changes, grant cycles, or CRA funding opportunities.
- Create a Stakeholder Toolkit: This toolkit can help attract and support mission-driven and private-sector development within the CRA. Include a dedicated section for developers, real estate professionals, and nonprofit partners outlining:
  - CRA incentives
  - Permitting and approval processes
  - Land use and design guidelines
  - Application requirements and timelines
- Implement a Broad Community Outreach Strategy: This broad outreach will ensure the guide reaches residents who may benefit most from its resources. Distribute the guide through:
  - Local employers
  - Schools and libraries
  - Community centers
  - Faith-based organizations
  - Social service agencies



DYER BOULEVARD AERIAL VIEW (2025)

04

TIF Projections and CIP Plan

IN THIS CHAPTER

4.1 Overview

4.2 Major Assumptions

4.3 Investment & Redevelopment Opportunity Index

4.4 Tax Increment Projections

4.5 Capital Improvement Plan

This chapter outlines the financial framework for implementing the Vine Street CRA Redevelopment Plan, focusing on projected Tax Increment Financing (TIF) revenues and the Capital Improvement Plan (CIP). It summarizes historic and projected taxable value growth, key assumptions and revenue scenarios through the Agency's 2042 sunset, and the methodology used to identify investment and redevelopment opportunities. Together, these analyses establish a fiscally sound and flexible strategy for prioritizing and funding capital projects and programs within the Vine Street CRA.

4.1 Overview

The Community Redevelopment Act authorizes a county or municipality to create a Community Redevelopment Agency (CRA) as a means of redeveloping areas experiencing slum and blighted conditions. Agencies administer programs and activities which implement goals as defined within an adopted Community Redevelopment Plan. These programs and activities are primarily funded by Tax Increment Financing (TIF) revenue, which is used to leverage public funds to promote redevelopment activities within CRAs.

TIF revenues are generated from increases in property values above their value at the time the CRA was created. TIF revenues accrue into a Redevelopment Trust Fund which is created for that express purpose. The ordinance creating the Redevelopment Trust Fund specifies the base valuation of all property located within the boundaries of the CRA. Thereafter, 95% of taxes assessed by qualified taxing authorities on increases in the value of all property contained in the CRA accrue into the Redevelopment Trust Fund.

In 1992, the current operational term of the Kissimmee Community Redevelopment Agency (CRA) began with the creation of the Downtown CRA Subsequently, the Vine Street CRA was established in 2012, with a base year taxable value of $377,200,930. The CRA is due to "sunset" in 2042.

In 2024, the Vine Street CRA had a total taxable value of nearly $712.4 million, with approximately $3,044,800 realized as TIF revenues to the Redevelopment Trust Fund. Over the past 10-year period from 2015 to 2024, the Vine Street CRA experienced a Compound Annual Growth Rate (CAGR) of 6.9% in total taxable value and collected approximately $10,209,700 in TIF revenues.

In 2025, the initial year of projections, the Vine Street CRA is estimated to have a total taxable value of nearly $739.1 million which equates to about $3.3 million realized as TIF revenues. From 2025 through the current sunset date in 2042, the Vine Street CRA is projected to generate between $96.2 million and $111.6 million in TIF revenues, which equates to an annual average of roughly $5.3 million to $6.2 million. During this same projection period, the Vine Street CRA is projected to experience a CAGR of 3.0% in total taxable value through 2042. This rate of annual growth is consistent with what the Vine Street CRA has historically been realizing in TIF revenue growth since its adoption.

4.2 Major Assumptions

This analysis reflects a projected level of property values and the manner in which these property values are taxed, evaluated, and collected throughout the Vine Street CRA's existence. A reasonable and diligent effort has been made to confirm all assumptions.

In the course of estimating TIF revenues, data provided by the Florida Department of Revenue (FDOR), Osceola County Property Appraiser, and City of Kissimmee was considered. The projections reflect levels of tax increment that could be achieved based on expected development and redevelopment which may occur within the Vine Street CRA throughout the projection period, 2025 to 2042.

The following major assumptions were utilized within the projections:

- The TIF revenue projections reflect a projection period through the current 2042 sunset data, from 2025 through 2042.
- Average annual increase (appreciation) of existing and new taxable value includes value from residential and commercial development and redevelopment within the redevelopment area(s), as well as an annual inflation rate of 2%.
- Assumes full build-out of new development within 15 years and redevelopment

construction within 25 years. New development includes converting tax-exempt properties to taxable and development on existing undeveloped properties.

- The Kissimmee Vine Street CRA was established in 2012, with a base year value of $377,200,930.
- Ad valorem tax millage rates utilized were 6.7000 for Osceola County and 4.6253 for the City of Kissimmee. The City is required to contribute 95% of the incremental property taxes levy increase each year. Per Interlocal agreement (Resolution #12-064R), Osceola County agrees to reserve and retain yearly up to thirty percent (30%) incremental property tax levy increase. The millage rates for the County and City are reflective of the final 2024 millage rates.
- The Annual TIF Revenues are provided in three scenarios, high-moderate-low (H-M-L). This model provides a range of potential taxable value and annual TIF collections for the Vine Street CRA Redevelopment Trust Fund.
- The *moderate* projection scenario is considered the 'most likely' for any given year over the projection period, whereas the low and high projection scenarios present a range of possible outcomes.

In addition, the projections take into consideration the likely components of change in total taxable value from the current taxable value given the composition of properties within the Vine Street CRA. Projected future taxable value is anticipated to be a function of (1) growth in market values of existing improved properties over time (e.g., inflationary growth); (2) redevelopment of some portion of existing improved properties; (3) development of available vacant land area; and (4) additional growth in market value on newly developed or redeveloped properties over time. The causes of change are reflected in the table below.

The potential development and redevelopment opportunities for both commercial and residential markets within the Vine Street CRA are based on existing land use data, as well as an Investment and Redevelopment Opportunity Index (IROI) model.

TABLE 2. COMPONENTS OF CHANGE

	Vine Street CRA
Fiscal Year 2024 Taxable Value	**$712,385,689**
Causes of Change	
Base Inflation Growth	$227,593,400
Residential Development & Redevelopment	$59,653,850
Commercial Development & Redevelopment	$186,288,160
New Development Inflation Growth	$51,251,100
Other	$28,583,100
Subtotal Change	*$553,369,610*
Fiscal Year 2042 Taxable Value	**$1,265,755,300**

SOURCE: FDOR; OSCEOLA COUNTY PROPERTY APPRAISER; CITY OF KISSIMMEE; GAI CONSULTANTS.

4.3 Investment & Redevelopment Opportunity Index

The Investment and Redevelopment Opportunity Index (IROI) included in this analysis has been developed using weighted values that can identify potential investment and redevelopment properties located within a specific area. For the purpose of this analysis, investment and redevelopment opportunities were examined for the entire Vine Street CRA.

The IROI model defines investment opportunities as current for-sale commercial properties or available vacant land, whereas redevelopment opportunities are defined as select properties—including commercial, residential, and industrial/flex—based on Department of Revenue (DOR) property use codes, with an opportunity index score greater than 80. These redevelopment opportunities generally represent developed properties that may be in active use and are, in most cases, not currently on the market for sale. While many legal, physical, and economic factors ultimately play a role in the viability of redeveloping properties, the general factors used in the IROI model include the following:

- Property Utilization in terms of Floor Area Ratio (FAR).
- Age of the Improvements.
- Relationship Between Land and Improvement Value.
- Total Market Value, Including Land and Improvements per Square Footage of property.
- Size of the Parcels.

Each of these factors for these properties are weighted to provide a measure between 0 and 100. Values closer to 100 reflect factors in favor of redevelopment, and values closer to 0 reflect less favorable indicators for redevelopment.

For this analysis, properties scoring 80 or above are considered significant redevelopment targets. The potential taxable value of these redevelopment targets is then estimated and applied to the TIF revenue projection model(s) utilizing the taxable value per square foot of existing properties recently built within the Vine Street CRA delineated by property use. It is important to note, the IROI model does *not* consider any other legal, physical, or economic factors that may influence development opportunity.

4.4 Review of Millage Rates

The millage rates within both the County and City have remained consistent over the last 10-years, as illustrated in the table below. In an effort to remain conservative, the tax increment projections apply the 2024 final property millage rates for both the County and the City as a constant 6.7000 and 4.6253 per $1,000 of taxable real property value, respectively, throughout the projection period. Although it is likely the millage rates may vary marginally during the projection period, the *moderate* projection scenario remains the most likely and reasonable estimate of TIF revenues anticipated to be generated by the Vine Street CRA through the sunset date, 2042.



COLUMBIA AVENUE AERIAL
PHOTO SOURCE: GAI CONSULTANTS

The Vine Street CRA is projected to generate $96.2 million to $111.6 million in tax increment by the Agency's sunset date, 2042.

TABLE 3. MILLAGE RATE

	Osceola County	City of Kissimmee
2015	6.7000	4.6253
2016	6.7000	4.6253
2017	6.7000	4.6253
2018	6.7000	4.6253
2019	6.7000	4.6253
2020	6.7000	4.6253
2021	6.7000	4.6253
2022	6.7000	4.6253
2023	6.7000	4.6253
2024	6.7000	4.6253
2025	6.7000	4.6253

SOURCE: FDOR; OSCEOLA COUNTY PROPERTY APPRAISER; CITY OF KISSIMMEE.

The Vine Street CRA Trust Fund was established in 1992, prior to the Florida Statutes provision stating that a taxing authority may not contribute an amount that exceeds that provided by the governing body that created the Redevelopment Trust Fund *(Chapter 163.387, section b1, F.S.)*. Therefore, the County may contribute a greater amount to the CRA Redevelopment Trust Fund than the City for any given year.

4.5 Tax Increment Projections

Based on prior rates of growth and change in market driven opportunities throughout the Vine Street CRA, the projection model takes a conservative approach in providing a H-M-L scenario for tax increment through 2042. While the *moderate* projection is considered most likely scenario for any given year, the *low* and *high* projection scenarios present a range of possible outcomes for the same period. Conditions assumed to create each path of the *low* and *high* projection scenarios are not mutually exclusive and do not indicate an either/or path of potential revenue projections through 2042.

The ***moderate scenario*** assumes a continuation of historical inflationary growth plus development of vacant land and redevelopment of existing improved properties. Any general disruption of economic activity is considered short-lived and has a minimal impact on the region or the commercial and residential development sector in general.

The ***low scenario*** considers a high possibility of a general U.S. economic recession occurring within the initial years of the projection period as a result of the current economic disruptions followed by long-term, slower market performance as a result of relative commercial and residential development market maturity. The *low scenario* assumes that the Vine Street CRA will be unable to maintain historical growth rates and should be viewed as a worst-case scenario.

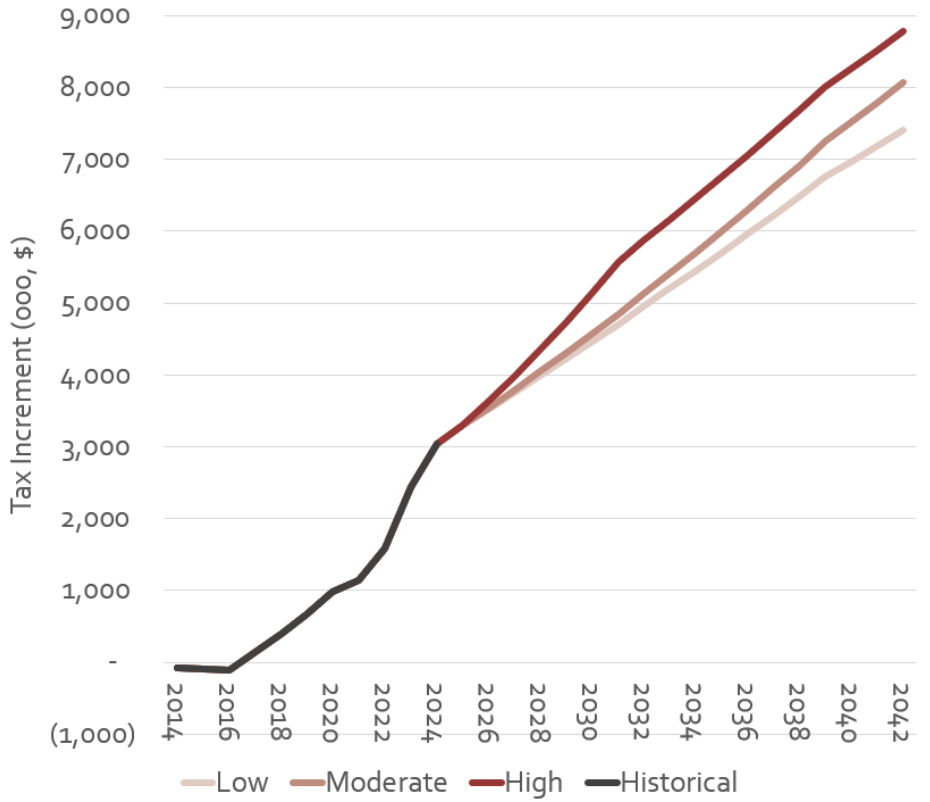
The ***high scenario*** is the most synergistic of the three scenarios and incorporates the optimal general economic conditions and continued robust market performance. This scenario assumes no disruption of general economic activity in the near-term or an historically short and very shallow U.S. recession followed by relatively robust growth. This scenario also assumes an improved capture of commercial and residential development in the Vine Street CRA compared with other areas of the City and County.

The projection model predicts that the taxable value for current improved land, existing vacant land, and new development within the Vine Street CRA will bring in approximately $96.2 million to $111.6 million in tax increment through the Agency's sunset date, 2042. Over the next 10 years, 2025 to 2034, the Vine Street CRA has the potential to generate, in total, as much as $43.5 million to $49.2 million in additional receipts, equating to an average increment projected to be roughly between $4,352,850 and $4,918,570 realized annually.

Over the full projection period, 2025 to 2042, the projections reflect an average compound annual growth rate (CAGR) in tax increment between 4.6% and 5.6%. By comparison, the historic tax increment average annual growth rate for the Vine Street CRA over the last 10 years, 2015 to 2024, was about 24%. The historic tax increment, as well as the H-M-L increment projections for the Vine Street CRA from 2013 to 2042 are illustrated in following figure.

In addition, the moderate scenario for projected total increment value, as well as the County and City's contribution to tax increment revenue is detailed in the table on the following page. Additional detailed tables of the low and high projections can be located in the Appendix which accompanies this document.

FIGURE 30. TAX INCREMENT REVENUES (HISTORIC AND PROJECTED), H-M-L SCENARIOS, 2013–2042



SOURCE: FDOR; OSCEOLA COUNTY PROPERTY APPRAISER; CITY OF KISSIMMEE; GAI CONSULTANTS.

TABLE 4. TAX INCREMENT REVENUES (2025-2042), MODERATE PROJECTION SCENARIO

FY Year	Total Taxable Value	Total Increment Value less Base Year[1]	City Contribution at 95%[2]	County Contribution at 70%[2,3]	Total Annual Tax Increment
2025	$739,101,100	$361,900,200	$1,590,200	$1,697,300	$3,287,500
2026	$766,346,500	$389,145,600	$1,709,900	$1,825,100	$3,535,000
2027	$794,136,700	$416,935,800	$1,832,000	$1,955,400	$3,787,400
2028	$822,482,700	$445,281,800	$1,956,600	$2,088,400	$4,045,000
2029	$851,395,800	$474,194,900	$2,083,600	$2,224,000	$4,307,600
2030	$880,887,000	$503,686,100	$2,213,200	$2,362,300	$4,575,500
2031	$910,968,000	$533,767,100	$2,345,400	$2,503,400	$4,848,800
2032	$941,650,600	$564,449,700	$2,480,200	$2,647,300	$5,127,500
2033	$972,947,100	$595,746,200	$2,617,700	$2,794,000	$5,411,700
2034	$1,004,869,400	$627,668,500	$2,758,000	$2,943,800	$5,701,800
2035	$1,037,430,100	$660,229,200	$2,901,100	$3,096,500	$5,997,600
2036	$1,070,642,100	$693,441,200	$3,047,000	$3,252,200	$6,299,200
2037	$1,104,519,200	$727,318,300	$3,195,900	$3,411,100	$6,607,000
2038	$1,139,072,700	$761,871,800	$3,347,700	$3,573,200	$6,920,900
2039	$1,174,318,300	$797,117,400	$3,502,600	$3,738,500	$7,241,100
2040	$1,204,195,800	$826,994,900	$3,633,800	$3,878,600	$7,512,400
2041	$1,234,670,800	$857,469,900	$3,767,800	$4,021,500	$7,789,300
2042[4]	$1,265,755,300	$888,554,400	$3,904,300	$4,167,300	$8,071,600
		Total	**$48,887,000**	**$52,179,900**	**$101,066,900**

SOURCE: FDOR; OSCEOLA COUNTY PROPERTY APPRAISER; CITY OF KISSIMMEE; GAI CONSULTANTS. NOTES: REPRESENTS THE MODERATE SCENARIO. TOTALS MAY NOT ADD DUE TO ROUNDING. (1) ASSUMES 2012 BASE YEAR OF $377,200,930. (2) APPLIES MILLAGE RATE OF 4.6253 FOR THE CITY AND 6.7000 FOR THE COUNTY. (3) 70% PARTICIPATION RATE PER INTERLOCAL AGREEMENT (RESOLUTION #12-064R). (4) THE AGENCY'S CURRENT SUNSET DATE, 2042.

TABLE 5. TAX INCREMENT REVENUES (2025-2042), LOW PROJECTION SCENARIO

FY Year	Total Taxable Value	Total Increment Value less Base Year[1]	City Contribution at 95%[2]	County Contribution at 70%[2,3]	Total Annual Tax Increment
2025	$739,099,630	$361,898,700	$1,590,200	$1,697,300	$3,287,500
2026	$764,407,730	$387,206,800	$1,701,400	$1,816,000	$3,517,300
2027	$789,968,930	$412,768,000	$1,813,700	$1,935,900	$3,749,600
2028	$815,838,730	$438,637,800	$1,927,400	$2,057,200	$3,984,600
2029	$841,982,830	$464,781,900	$2,042,200	$2,179,900	$4,222,100
2030	$868,414,330	$491,213,400	$2,158,400	$2,303,800	$4,462,300
2031	$895,153,530	$517,952,600	$2,275,900	$2,429,200	$4,705,100
2032	$922,190,030	$544,989,100	$2,394,700	$2,556,000	$4,950,700
2033	$949,523,630	$572,322,700	$2,514,800	$2,684,200	$5,199,000
2034	$977,176,530	$599,975,600	$2,636,300	$2,813,900	$5,450,300
2035	$1,005,159,930	$627,959,000	$2,759,300	$2,945,100	$5,704,400
2036	$1,033,429,230	$656,228,300	$2,883,500	$3,077,700	$5,961,300
2037	$1,062,061,730	$684,860,800	$3,009,300	$3,212,000	$6,221,300
2038	$1,091,013,530	$713,812,600	$3,136,500	$3,347,800	$6,484,300
2039	$1,120,295,930	$743,095,000	$3,265,200	$3,485,100	$6,750,400
2040	$1,144,293,730	$767,092,800	$3,370,600	$3,597,700	$6,968,300
2041	$1,168,589,430	$791,388,500	$3,477,400	$3,711,600	$7,189,000
2042[4]	$1,193,170,930	$815,970,000	$3,585,400	$3,826,900	$7,412,300
		Total	**$46,542,200**	**$49,677,300**	**$96,219,800**

SOURCE: FDOR; OSCEOLA COUNTY PROPERTY APPRAISER; CITY OF KISSIMMEE; GAI CONSULTANTS. NOTES: REPRESENTS THE LOW SCENARIO. TOTALS MAY NOT ADD DUE TO ROUNDING. (1) ASSUMES 2012 BASE YEAR OF $377,200,930. (2) APPLIES MILLAGE RATE OF 4.6253 FOR THE CITY AND 6.7000 FOR THE COUNTY. (3) 70% PARTICIPATION RATE PER INTERLOCAL AGREEMENT (RESOLUTION #12-064R). (4) THE AGENCY'S CURRENT SUNSET DATE, 2042.

TABLE 6. TAX INCREMENT REVENUES (2025-2042), HIGH PROJECTION SCENARIO

FY Year	Total Taxable Value	Total Increment Value less Base Year[1]	City Contribution at 95%[2]	County Contribution at 70%[2,3]	Total Annual Tax Increment
2025	$739,099,630	$361,898,700	$1,590,200	$1,697,300	$3,287,500
2026	$776,065,330	$398,864,400	$1,752,600	$1,870,700	$3,623,400
2027	$814,979,830	$437,778,900	$1,923,600	$2,053,200	$3,976,800
2028	$855,875,730	$478,674,800	$2,103,300	$2,245,000	$4,348,400
2029	$898,819,330	$521,618,400	$2,292,000	$2,446,400	$4,738,400
2030	$943,854,430	$566,653,500	$2,489,900	$2,657,600	$5,147,400
2031	$991,036,030	$613,835,100	$2,697,200	$2,878,900	$5,576,100
2032	$1,023,081,130	$645,880,200	$2,838,000	$3,029,200	$5,867,100
2033	$1,055,456,930	$678,256,000	$2,980,300	$3,181,000	$6,161,400
2034	$1,088,250,730	$711,049,800	$3,124,400	$3,334,800	$6,459,200
2035	$1,121,396,530	$744,195,600	$3,270,000	$3,490,300	$6,760,300
2036	$1,154,916,930	$777,716,000	$3,417,300	$3,647,500	$7,064,800
2037	$1,188,834,030	$811,633,100	$3,566,400	$3,806,500	$7,372,900
2038	$1,223,146,530	$845,945,600	$3,717,100	$3,967,500	$7,684,600
2039	$1,257,867,030	$880,666,100	$3,869,700	$4,130,300	$7,999,900
2040	$1,286,279,130	$909,078,200	$3,994,500	$4,263,600	$8,258,200
2041	$1,315,077,430	$937,876,500	$4,121,100	$4,398,600	$8,519,800
2042[4]	$1,344,216,130	$967,015,200	$4,249,100	$4,535,300	$8,784,400
		Total	**$53,996,700**	**$57,633,700**	**$111,630,600**

SOURCE: FDOR; OSCEOLA COUNTY PROPERTY APPRAISER; CITY OF KISSIMMEE; GAI CONSULTANTS. NOTES: REPRESENTS THE HIGH SCENARIO. TOTALS MAY NOT ADD DUE TO ROUNDING. (1) ASSUMES 2012 BASE YEAR OF $377,200,930. (2) APPLIES MILLAGE RATE OF 4.6253 FOR THE CITY AND 6.7000 FOR THE COUNTY. (3) 70% PARTICIPATION RATE PER INTERLOCAL AGREEMENT (RESOLUTION #12-064R). (4) THE AGENCY'S CURRENT SUNSET DATE, 2042.

4.5 Capital Improvement Plan

The Capital Improvement Plan (CIP) identifies the relative importance of proposed activities and programs and serves as a tool to guide decision-making and implementation as resources become available. It establishes general timeframes, policies, and program criteria consistent with Florida Statutes, Section 163.362.

The 2026 Vine Street CRA Plan directs resources to priority activities while allowing flexibility in funding allocations. This ensures that resources can be adjusted or supplemented with other funding sources without requiring formal Plan amendments, with allocations remaining fungible among activities. Consistent with the Plan's overarching goals, funding may come from multiple sources. The tables in the following pages detail the budget allocations by action for the Vine Street CRA for the 2027–2031 planning period. period.

	2027	2028	2029	2030	2031
TIF Projections Moderate Scenario	**$3,787,400**	**$4,045,000**	**$4,307,600**	**$4,575,500**	**$4,848,800**
Administrative Cost (Estimated)	$250,000	$250,000	$250,000	$250,000	$250,000

1) PREPARE FOR FUTURE REDEVELOPMENT											
	ACTIONS	**TYPE**	**EFFORT / IMPACT**	**PRIORITY LEVEL (2026-2031)**							**ACTION TOTAL**
1.1	Develop Sub-Area Visions and Small Area Plans	Policy & Plans	Progressive	Medium		**$200,000**					**$200,000**
1.2	Facilitate and Incentivize the Redevelopment of Key Catalyst Areas and Sites	Developing Planning & Preparation Programs & Incentives	Transformational	High	**$1,000,000**	**$1,000,000**	**$1,000,000**	**$1,000,000**	**$1,000,000**		**$5,000,000**
1.3	Identify Potential Redevelopment Sites for the City to Purchase or Assist in the Assembly of Parcels	Developing Planning & Preparation Programs & Incentives	Transformational	High	**$700,000**	**$1,000,000**	**$1,000,000**	**$1,000,000**	**$1,000,000**		**$4,700,000**
1.4	Continue Developing a Mechanism for the Creation, Advertising, and Distribution of a Request for Proposals to Attract Developers' Interest in a Potential Site Owned by the City	Development Planning & Preparation & Awareness & Engagement	Basic	Medium							
1.5	Create and Maintain a Digital Inventory of Potential Redevelopment Sites that Will Be Accessible to All	Development Planning & Preparation Awareness & Engagement	Basic	High	**$50,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**		**$90,000**
1.6	Support the Transformation and Revitalization of Commercial Plazas and Hotel Properties	Developing Planning & Preparation Programs & Incentives	Transformational	High			**$500,000**	**$500,000**	**$500,000**		**$1,500,000**
1.7	Invest in Comprehensive Infrastructure Upgrades—Including Storm Water, Green Infrastructure, and Utilities	Developing Planning & Preparation Programs & Incentives Projects	Progressive	Medium					**$363,000**		**$363,000**
1.8	Promote the CRA's Redevelopment Potential	Awareness & Engagement	Basic	Medium							
1.9	Make the Regulatory Process Accessible and Easy to Understand	Awareness & Engagement	Basic	High	**$10,000**						**$10,000**
1.10	Expand the Incentive Grant Programs	Programs & Incentives	Basic	Medium	**$130,000**	**$130,000**	**$130,000**	**$130,000**	**$130,000**		**$650,000**

	2027	2028	2029	2030	2031
TIF Projections Moderate Scenario	$3,787,400	$4,045,000	$4,307,600	$4,575,500	$4,848,800
Administrative Cost (Estimated)	$250,000	$250,000	$250,000	$250,000	$250,000

2) LEVERAGE PARTNERSHIPS

	ACTIONS	TYPE	EFFORT / IMPACT	PRIORITY LEVEL (2026-2031)	2027	2028	2029	2030	2031	ACTION TOTAL
2.1	Collaborate with Other City Departments, the County, and Other Public Organizations in the Implementation of the Plan	Capacity Building	Basic	High						
2.2	Partner with Nonprofits and Educational Institutions to Expand Capacity, Expertise, and Resources	Capacity Building	Progressive	High	$7,400		$10,000	$10,000	$10,000	$37,400
2.3	Form Strategic Alliances with the Private-Sector Companies	Capacity Building	Progressive	Medium				$10,000	$10,000	$20,000
2.4	Establish and Support Mentorship Programs for Residents, Businesses, Investors, and Developers	Programs & Incentives	Progressive	Low						
2.5	Invest in Robust Outreach and Engagement Initiatives, Including Community Events and Interactive Activities	Capacity Building Awareness & Engagement	Basic	Medium	$20,000		$10,000	$10,000	$10,000	$50,000
2.6	trengthen Branding and Marketing to Enhance Outreach and Community Engagement	Capacity Building Awareness & Engagement	Basic	Medium	$20,000		$10,000	$10,000	$10,000	$50,000

3) ENSURE COMFORT AND SAFETY

	ACTIONS	TYPE	EFFORT / IMPACT	PRIORITY LEVEL (2026-2031)	2027	2028	2029	2030	2031	ACTION TOTAL
3.1	Address the Unhoused Population Through Collaborative Solutions	Policy & Plans Awareness & Engagement	Transformational	Medium	$100,000					$100,000
3.2	Enhance Public Safety and Community Trust	Programs & Incentives Awareness & Engagement	Transformational	High						
3.3	Improve Property Conditions and Aesthetics	Programs & Incentives Projects	Basic	High	$300,000		$200,000	$200,000		$700,000
3.4	Strengthen Code Compliance to Ensure Properties Meet Standards to Maintain Safety and Aesthetics	Policyt & Plans Programs & Incentives	Transformational	High						
3.5	Invest in the Transformation of Public Spaces	Policy & Plans Projects	Progressive	Medium			$200,000	$200,000		$400,000
3.6	Develop a Distinct Brand and Wayfinding System	Policy & Plans Projects	Progressive	Medium						

4) ATTRACT AND RETAIN BUSINESS

	ACTIONS	TYPE	EFFORT / IMPACT	PRIORITY LEVEL (2026-2031)	2027	2028	2029	2030	2031	ACTION TOTAL
4.1	Strengthen Economic Development Partnerships and Targeted Incentive Programs	Programs & Incentives Awareness & Engagement	Progressive	High	$200,000					$200,000
4.2	Market and Position Vine Street as a Premier Hub for High-Value Industries	Programs & Incentives Awareness & Engagement	Progressive	Medium						
4.3	Build and Maintain a Business and Property Inventory	Policy & Plans	Basic	High	$30,000					$30,000
4.4	Expand Small Business Incentives and Grants	Programs & Incentives	Basic	Low	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000
4.5	Engage and Celebrate Businesses	Programs & Incentives Awareness & Engagement	Basic	Medium	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
4.6	Foster Innovation and Build Workforce Talent	Awareness & Engagement	Progressive	Medium					$100,000	$100,000
4.7	Form a Vine Street Business Committee to Drive Local Economic Vitality	Awareness & Engagement Capicity Building	Progressive	High					$50,000	$50,000
4.8	Establish a Business Liaison Position	Awareness & Engagement Capicity Building	Progressive	Low	$50,000	$55,000	$55,000	$55,000	$55,000	$270,000

	2027	2028	2029	2030	2031
TIF Projections Moderate Scenario	$3,787,400	$4,045,000	$4,307,600	$4,575,500	$4,848,800
Administrative Cost (Estimated)	$250,000	$250,000	$250,000	$250,000	$250,000

5) SUPPORT CONNNECTIVITY											
	ACTIONS	TYPE	EFFORT / IMPACT	PRIORITY LEVEL (2026-2031)	2027	2028	2029	2030	2031	ACTION TOTAL
5.1	Strengthen Agency Partnerships to Advance Safety, Mobility, and Livability Improvement	Capacity Building	Progressive	High						
5.2	Support City and Regional Transportation, Trail, and Pedestrian Projects	Plans & Policy Projects	Progressive	Medium		$250,000		$250,000		$500,000
5.3	Prioritize Street and Intersection Upgrades in the CRA	Plans & Policy Projects	Progressive	High						
5.4	Redesign Columbia Avenue, Oaks Street, Dyer Boulevard, and Thacker Avenue	Plans & Policy Projects	Transformational	High		$200,000	$200,000	$200,000	$200,000	$800,000
5.5	Invest in Mobility and Transportation Planning to Guide Future Improvements	Plans & Policy Projects	Progressive	Low		$200,000		$40,000		$240,000
5.6	Expand Micro Transit and Last-Mile Services	Programs & Incentives Projects	Progressive	Low	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000
5.7	Incentivize Walkable, Bike-Friendly Infrastructure and Site Design	Programs & Incentives Projects	Basic	Medium			$32,000		$100,000	$132,000
5.8	Pursue Grants for Active Transportation and Trail Connectivity	Programs & Incentives Projects	Basic	Low						
5.9	Complete the Street Grid Through Redevelopment	Plans & Policy Programs & Incentives	Basic	High						
5.10	Promote Trail Use and Key Destinations	Plans & Policy Programs & Incentives Projects	Progressive	Medium					$50,000	$50,000
5.11	Launch a Safe Streets Awareness Campaign	Awareness & Engagement	Basic	Medium		$50,000				$50,000

	2027	2028	2029	2030	2031
TIF Projections Moderate Scenario	$3,787,400	$4,045,000	$4,307,600	$4,575,500	$4,848,800
Administrative Cost (Estimated)	$250,000	$250,000	$250,000	$250,000	$250,000

6) INVEST IN HOUSING

	ACTIONS	TYPE	EFFORT / IMPACT	PRIORITY LEVEL (2026-2031)	2027	2028	2029	2030	2031	ACTION TOTAL
6.1	Develop and Maintain a Current Inventory of Vacant or Underutilized Sites Suitable for Housing Development	Development Planning & Preparation Awareness & Engagement	Basic	High	$20,000					$20,000
6.2	Facilitate and Support Infill Housing Development, Strategic Land Acquisition, and Assembly	Development Planning & Preparation Programs & Incentives Plans & Policy	Progressive	High	$300,000	$300,000	$300,000	$300,000	$300,000	$1,500,000
6.3	Expand Housing Stability, Assistance, and Homeownership Programs	Development Planning & Preparation Programs & Incentives Plans & Policy	Progressive	Low	$80,000	$80,000	$80,000	$80,000	$80,000	$400,000
6.4	Support Missing Middle Housing and Innovative Housing Models	Development Planning & Preparation Programs & Incentives Plans & Policy	Basic	High		$100,000	$100,000	$100,000	$100,000	$400,000
6.5	Support a Citywide Housing Plan and Related Studies	Plans & Policy	Basic	High						
6.6	Incentivize Affordable Housing Development by Developers, Nonprofits, and Faith Groups	Programs & Incentives Plans & Policy	Basic	High	$300,000				$300,000	$600,000
6.7	Partner with Employers to Encourage Local Living	Capacity Building	Basic	Low						
6.8	Create a Housing Resource Guide for Residents and Stakeholders	Awareness & Engagement	Basic	Low						
	Budget Total based on TIF Moderate Scenearion Calculations				**$3,787,400**	**$4,045,000**	**$4,307,000**	**$4,575,000**	**$4,848,000**	

05

Implementation and Management Plan

IN THIS CHAPTER

5.1 Community Redevelopment Act

5.2 CRA Legal Description

5.3 CRA Fund, Power, and Procedures

5.4 Duration, Modification, and Restrictions

5.5 Community Redevelopment Plan Requirements

5.6 Comprehensive Plan Consistency

5.7 Community Impact Statement

The Implementation and Management chapter establishes the legal, financial, and strategic framework for revitalizing the Vine Street CRA. It outlines the creation of a redevelopment trust fund supported by tax increment financing to fund CRA initiatives and describes relocation procedures designed to minimize displacement while providing assistance when needed. The chapter also emphasizes consistency with the City's Comprehensive Plan to ensure coordinated growth and policy alignment. In addition, it includes a comprehensive community impact statement evaluating key areas such as residential development, affordable housing, environmental quality, transportation, police and fire services, school population, and employment. The chapter concludes with a summary of redevelopment plan requirements in accordance with Chapter 163 of the Florida Statutes, ensuring compliance with state regulations.

5.1 Community Redevelopment Act

The Community Redevelopment Act assists local governments in the prevention and elimination of slums and blight that contribute substantially and increasingly to the spread of disease and crime; constitute an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues; substantially impair growth; hinder the provision of housing accommodations; aggravate traffic problems; and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities.

The following Florida Statutes (F.S.) define slum and blight conditions, their specific effects, and the intentions of the community redevelopment regime as a tool for implementing policy and programs:

1 | F.S. Chapter 163.335(1) ...[slum and blighted areas] constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state; that the existence of such areas contributes substantially and increasingly to the spread of disease and crime, constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth, retards the provision of housing accommodations, aggravates traffic problems, and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of state policy and state concern in order that the state and its counties and municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.

2 | F.S. Chapter 163.335(2) ...certain slum or blighted areas, or portions thereof, may require acquisition, clearance, and disposition subject to use restrictions, as provided in this part, since the prevailing condition of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in this part, be susceptible of conservation or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and that salvageable slum and blighted areas can be conserved and rehabilitated through appropriate public action as herein authorized and the cooperation and voluntary action of the owners and tenants of the property in such areas.

3 | F.S. Chapter 163.335(3) ...powers conferred by this part are for public uses and purposes for which public money may be expended and police power exercised, and the necessity in the public interest for the provisions herein enacted is declared as a matter of legislative determination.

4 | F.S. Chapter 163.335(5) ...the preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through tax increment financing and the levying of taxes by such taxing authorities therefor and the appropriation of funds to a redevelopment trust fund bears a substantial relation to the purposes of such taxing authorities and is for their respective purposes and concerns...

5 | F.S. Chapter 163.335(6) ...there exists in counties and municipalities of the state a severe shortage of housing affordable to residents of low or moderate income, including the elderly; that the existence of such condition affects the health, safety, and welfare of the residents of such counties and municipalities and retards their growth and economic and social development; and that the elimination or improvement of such condition is a proper matter of state policy and state concern is for a valid and desirable public purpose.

The CRA possesses the authority to govern the course of action concerning the redevelopment and rehabilitation of the area, and further, in the corporate limits of the City in the case that the City's governing body has acceded in the Redevelopment Plan set forth by the City.

5.2 CRA Legal Description

A parcel of land lying within Sections 13 & 24, Township 25 South, Range 28 East, Sections 14 through 23, Township 25 South, Range 29 East, Osceola County, Florida; all Plat Book and Pages and Official Record Book and Pages referenced within this legal are all found in the Public Records of Osceola County, Florida; and being more particularly described as follows:

Begin at the Northeast corner of Lot 2, VALENCIA PARK, Plat Book 7, Page 101; thence South along the West line of Denn John Lane said line also being the East line of said Lot 2 to a point being due West of the South line of WINDSOR OAKS, Plat Book 8, Page 42; thence departing said East line, run East along the Westerly extension of the South line of WINDSOR OAKS and the South line of WINDSOR OAKS and the South Right of Way line of Columbia Avenue, as shown on SPRINGTREE CROSSING, Plat Book 5, Page 25 to the East line of Section 14, Township 25 South, Range 29 East; thence departing said South Right of Way line, run South along said East line to the North Right of Way line of Old Boggy Creek Road; thence departing said East line, run West, along said North Right of Way line, to a point being due North of the West boundary line of the Osceola Memorial Gardens as described in the Warranty Deed recorded in Official Records Book 261, Page 763; thence departing said North Right of Way line, run South, along the West boundary line of said deed and its Southerly extension, to the Southerly Right of Way line of US Highway 441 and 192; thence Northwesterly, along said Southerly Right of Way line, to a point on the East boundary line of Parcel 1D as described in Warranty Deed recorded in Official Records Book 4401, Page 164, said line, also labeled as Osceola County Property Appraisers Parcel ID as 23-25-29-00U0-0058-0000, thence departing said Southerly Right of Way line, run Southwesterly, along said East boundary line; thence West, along said South, boundary line, to a point on the East line of Osceola County Property Appraisers Parcel ID 23-25-29-00U0-0050-0000; thence South, along said East line, to the South line of the Northeast ¼ of the Northeast ¼ of Section 23, Township 25 South, Range 29 East; thence West, along said South line, said line, also being the South line of NORTHSHORE PLAZA REPLAT, Plat Book 23, Page 121, to a point on the West line of said NORTHSHORE PLAZA REPLAT; thence North, along said West line, to a point on the South line of Lot 5, Block I, KISSIMMEE GARDENS, Plat Book 1, Page 32; thence departing said West line, run West, along said South line, to a point on the West line of said Block I; thence North, along said West line, to a point on the South Right of Way line of U.S. Highway No. 441 and 192, thence West, along said South Right of Way line, to a point on the East boundary line of a Warranty Deed recorded in Official Records Book 4317, Page 1737 said point also being the West line of Mill Slough Canal; thence departing said South Right of Way line, run Southwesterly, along the West line of Mill Slough along the following Official Records Book 4317, Page 1737; Book 1719, Page 922 and Book 1239, Page 2698, to a point on the East line of MILL CREEK MALL, Plat Book 11, Pages 104-105; thence Southwesterly, along the boundary of said MILL CREEK MALL, to the intersection of the West line of Mill Slough and MILL CREEK MALL, said point also being the Easterly boundary line of a Quit Claim Deed recorded in Official Records Book 943, Page 1452; thence departing said MILL CREEK MALL boundary line, run Southwesterly, along said East boundary line of said deed, to the Government Meander line of Lake Tohopekaliga; thence Northwesterly along said Government Meander line to the West line of Section 23, Township 25 South, Range 29 East; thence North along said West line to the Easterly Right of Way line Oak Street; thence Southwesterly along said Easterly Right of Way line to a point on the East boundary line of a Special Warranty Deed recorded in Official Records Book 3722, Page 995; thence South along said East boundary line to the Government Meander line; thence Southwesterly along said Government Meander line to the East boundary line of said Special Warranty Deed recorded in Official Records Book 1165, Page 2403; thence North along said East boundary line to the South Right of Way line of Oak Street; thence North to the Southeast corner of Tract C, HERITAGE SQUARE, Plat Book 5, Page 58; thence West along the North Right of Way line of Oak Street to the East Right of Way line of the Central Florida Commuter Rail Transit - SunRail; thence departing said North Right of Way line, run Northerly along said East Right of Way line to the intersection of the North Right of Way line of Vine Street/U.S. Highway No. 441 and 192 with the East Right of Way line said Central Florida Commuter Rail Transit - SunRail; thence departing said East Right of Way line, run Westerly along said North Right of Way line to the West Right of Way line of Central Avenue; thence departing said North Right of Way line, run South along said West Right of Way line to the North Right of Way line of Oak Street; thence departing said West Right of Way line, run Westerly, along said North Right of Way line to the East Right of Way line Dyer Boulevard; thence departing said North Right of Way line, run Southwesterly to the intersection of the West Right of Way line of Dyer Boulevard and the South line of Lots 13 & 14, KISSIMMEE EXECUTIVE PARK, Plat Book 2, Page 206; thence departing the West Right of Way line, run West, along said South line to the East Right of Way line of

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Collins Drive; thence departing said South line, run South, along said East Right of Way line to the North line of T & H HOLDINGS, Plat Book 20, Page 117; thence departing said East Right of Way line, run West, along said North line to the East line of Lot 2, GASPERONI CENTER PHASE 2, Plat Book 13, Page 49; thence South, along said East line to the Southeast corner of said Lot 2; thence departing said East line, run West, along said South line to the East Right of Way line of Armstrong Boulevard; thence departing said South line, run North, along said East Right of Way line to a point due East of the South line of lands described in Warranty Deed recorded in Official Records Book 5911, Page 426; thence departing said East Right of Way line, run West, along the East extension of and the South line of said Warranty Deed recorded in Official Records Book 5911, Page 426 to the West boundary line of said lands; thence departing said boundary line, run the following six (6) courses and distances according to the Special Warranty Deed recorded in Official Records Book 2617, Page 962; thence West, along the North line of a parcel of land described in Official Records Book 258, Page 132, a distance of 144.65 feet; thence South, along the North line of a parcel described in Official Records Book 258, Page 132, a distance of 91.00 feet; thence S58°27'55"W, along the North line of a parcel described in Official Records Book 258, Page 132, a distance of 258.12 feet; thence West, along the North line of a parcel described in Official Records Book 258, Page 132, a distance of 115.00 feet; thence S59°02'10"W, along the North line of a parcel described in Official Records Book 258, Page 132, a distance of 174.93 feet; thence West, along the North line of a parcel described in Official Records Book 258, Page 132, a distance of 40.57 feet to the East Right of Way line of Hoagland Boulevard; thence Northerly along said East Right of Way line to a point due East of the North Right of Way line McClellan Street; thence departing said East Right of Way line, run West along the Easterly & Westerly extension of & the North Right of Way line of said McClellan Street to the East line of the Northwest ¼ of Section 19, Township 25 South, Range 29 East; thence departing the North line of said Westerly extension of the North Right of Way line of McClellan Street, run North along said East line to the South Right of Way line U.S. Highway No. 441 and 192; thence departing said East line, run West, along said South Right of Way line to the West line of the Northeast ¼ of the Northwest ¼ of said Section 19; thence departing said South Right of Way line, run South, along said West line to the North line of PARADISE COVE, Plat Book 16, Page 97; thence departing said East line, run West, along said North line to the East Right of Way line of Bass Road; thence departing said North line, run North, along said East Right of Way line to a point due East of an extension of the South line of KISSIMMEE CHICK-FIL-A REPLAT, Plat Book 22, Page 46; thence departing said East Right of Way line, run West, along the South line of said Easterly extension and South line of the said KISSIMMEE CHICK-FIL-A REPLAT and the South line of KISSIMMEE WAL-MART #817, Plat Book 9, Page 3 to the Southwest Corner of said KISSIMMEE WAL-MART #817; thence departing said South line, run North, along the West line of said KISSIMMEE WAL-MART #817 to a point on the North Right of Way line of Oren Brown Road, said point being a Northerly extension of the West line of said KISSIMMEE WAL-MART #817; thence departing said Northerly extension of the West line, run West, along said North Right of Way line to the West line of MEDIEVAL TIMES, Plat Book 18, Page 22, said point also being the West line of the Southwest ¼ of the Southeast ¼ of Section 13, Township 25 South, Range 28 East; thence departing said North Right of Way line, run North, along said West line, to a point on the South line of the North 934.00 feet of the Northwest ¼ of the Southeast ¼ of said Section 13 as referenced in Official Records Book 6100, Page 1632; thence East, along said South line, to a point on the Westerly Right of Way line of U.S. Highway 192-State Road 530; thence Southerly and Easterly, along said Westerly and Southerly Right of Way line, to a point on the South line of Section 13, Township 25 South, Range 28 East; thence East, along said South line, to a point being the Southerly extension of the West boundary line of a Warranty Deed recorded in Official Records Book 1664, Page 842; thence North, along said West boundary line, to the North line of said described lands; thence East, along said North boundary line, to the East line of said described lands; thence South, along said East boundary line, to the South line of Section 13, Township 25 South, Range 28 East, said point being a Southerly extension of the East boundary line of said deed; thence East, along the South line of said Section 13, to the East line of said Section 13; thence departing said South line, run North, along said East line, to a point on the North Right of Way line of U.S Highway 192-State Road 530, said point also being a Westerly extension of the South line of CALOIARO COMMERCE CENTER, Plat Book 22, Page 35; thence departing said East line, run East, along said North Right of Way line and said South line, to a point on the West line of KISSIMMEE OAKS A REPLAT, Plat Book 9, Page 86; thence departing said North Right of Way line, run thence Northwesterly, along said West line, to a point on the Southerly line of CITRUS ESTATES, Plat Book 4, Page 68; thence Southwesterly, along said Southerly line, to a point on the East Right of Way line of Old State Road 530/Old Vineland Road; thence Northwesterly, along said East Right of Way line, to the Northerly line of said CITRUS ESTATES; thence departing said East Right of Way, run Easterly, along the North line of CITRUS ESTATES, to the East

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line of Section 13, Township 25 South, Range 28 East; thence North, along said East line, to a point on the North boundary line of a Warranty Deed recorded in Official Records Book 5983, Page 2414; thence the following two (2) courses and distances, as described in said Warranty Deed; thence East, a distance of 218.17 feet; thence S32°34'East, a distance of 401.80 feet to the Northeast corner of Lot 1, KISSIMMEE OAKS A REPLAT, Plat Book 9, Page 86; thence Southeasterly, along the East line of said Lot 1 to a point on the North boundary line of a Special Warranty Deed recorded in Official Records Book 6183, Page 1536; thence N85°25'12"East, along the South line of Yates lands, 789.39 feet to the Westerly line of Yates Road (as described in Official Records Book 6183, Page 1536); thence departing said Westerly Right of Way line, run Northeasterly to a point on the East Right of Way line of said Yates Road; thence North, along said East Right of Way line to the North line of the South ½ of the Northwest ¼ of the Southeast ¼ of the Southwest ¼ of Section 18, Township 25 South, Range 29 East, as referenced in Official Records Book 3371, Page 2063; thence departing said East Right of Way line, run East, along said North line to the West line of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 18; thence departing said North line, run North, along said West line to the North line of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 18; thence departing said West line, run East, along said North line to the West line of Tract B, SHINGLE CREEK PLAZA, Plat Book 7, Page 2; thence departing said North line, run Northerly, along the West line of said Tract B to the Northwest corner of said Tract B; thence departing said West line, run Easterly and Southerly, along the North line Tract B to the East line of Tract B and West line of Lot 3, SHINGLE CREEK PLAZA; thence departing said North Line of Tract B, run South, along said West line of Lot 3 to the South line of said Lot 3; thence departing said West line, run East, along said South line to the West line of FOXHALL PHASES 1, 2, & 3, according to Official Records Book 710, Page 574 and Official Records Book 754, Page 1102; thence continue East, along said South line of FOXHALL PHASES 1, 2, & 3 to the West Right of Way line of Hoagland Boulevard; thence departing said West Right of Way line, run Southeasterly to the Northwest corner of Lot 8, OSCEOLA SQUARE, Plat Book 4, Page 146, said point also being the intersection of the East Right of Way line of Hoagland Boulevard and the South Right of Way line of Columbia Avenue; thence departing said East Right of Way line, run Easterly, along the South Right of Way line of Columbia Avenue to a point being Southerly extension of the West line of CROSS ROADS PLAZA, Plat Book 20, Page 70; thence departing said South Right of Way line, run North, along the Southerly extension of the West line and the West line of said CROSS ROADS PLAZA to the North line of said CROSS ROADS PLAZA; thence departing said West line, run East, along said North line to the West Right of Way line of Thacker Avenue; thence departing said North line, run South, along said West Right of Way line, to a point being on the South Right of Way line of Columbia Avenue; thence run Easterly, Northerly & Easterly, along said South Right of Way line of Columbia Avenue to a point on the West Right of Way line of Main Street; thence departing said South Right of Way line, run South, along said West Right of Way line to a point being the Westerly extension of the South Right of Way line of Columbia Avenue; thence departing said West Right of Way line, run East, along the Westerly extension line of the South Right of Way line of Columbia Avenue to a point being the Southerly extension of the West line of Lot 137, KISSIMMEE HEIGHTS, Plat Book 1, Page 40; thence departing said South Right of Way line, run North, along the Southerly extension of the West line of said Lot 137 to the North Right of Way line of Columbia Avenue; thence departing said West line, run Easterly, along said North Right of Way line to the West Right of Way line of Michigan Avenue; thence departing said West Right of Way line, run Southeasterly to a point on the East Right of Way line of Michigan Avenue, said point also being the Northwest corner of lands described in Official Records Book 257, Page 434; thence departing said East Right of Way line, run East, along the North line of said lands described in Official Records Book 257, Page 434, said North line also being the South line of the North ½ of the Southwest ¼ of Section 14, Township 25 South, Range 29 East; thence continue East, along the South line of the North ½ of the Southwest ¼ of said Section 14 to the Southwest corner of Tract C, PEBBLE CREEK ADDITION, Plat Book 4, Page 178; thence continue East, along the South line of said Tract C to the Southeast corner of said Tract C, said point also being the West line of VALENCIA PARK, Plat Book 7, Page 101; thence run Northerly, along the West boundary line of said VALENCIA PARK to the North line of said VALENCIA PARK; thence departing said West boundary line, run East, along said North line to the Northeast corner of Lot 2, VALENCIA PARK; thence departing said North line, run Southerly and Easterly along the boundary of said Lot 2 to the Point of Beginning.

5.3 CRA Fund, Power, and Procedures

Trust Fund

In accordance with Section 163.387, Florida Statutes, a Redevelopment Trust Fund may be established following the approval of a Community Redevelopment Plan. This fund is created by ordinance and is essential for the CRA to receive and spend Tax Increment Financing (TIF) revenues. These funds are used exclusively to finance or refinance redevelopment activities outlined in the approved CRA Plan.

The annual contribution to the trust fund is based on the incremental increase in ad valorem tax revenues generated within the CRA area. Specifically, this increment is calculated as 95% of the difference between:

- The ad valorem taxes levied each year by the City and County (excluding debt service millage) on taxable real property within the CRA; and
- The taxes that would have been generated using the same millage rate on the base-year assessed value of that property, prior to the creation of the trust fund.

The governing body may choose to contribute less than 95%, but not less than 50% of this increment, as specified in the ordinance establishing the trust fund.

This mechanism ensures a dedicated funding stream for redevelopment efforts, supporting long-term investment in infrastructure, housing, public spaces, and economic development within the CRA.

Redevelopment Powers

The Vine Street Community Redevelopment Agency (CRA) was established by City Council Resolution Documentary #___on Month X, XXX, in accordance with Section 163.356, Florida Statutes. This resolution granted the CRA the authority to exercise all powers outlined in Chapter 163, Part III, necessary to implement and advance the goals of the Vine Street Redevelopment Plan.

Relocation Procedures

The City of Kissimmee, Florida, maintains relocation policies that ensure equitable compensation for property owners and tenants in the event of displacement due to property acquisition by the CRA. As a general policy, the CRA seeks to avoid displacement of households and businesses. This Plan update emphasizes the reuse of existing structures, neighborhood revitalization, and opportunities for current residents to remain and invest in their communities.

While permanent residential use exists within the CRA, displacement is not anticipated. However, if relocation becomes necessary due to redevelopment activities, the City, County, and CRA will provide assistance to minimize hardship. The city does **not** provide relocation assistance when a p private developer displaces tenants without City or federal funding, property changes hands through private market transactions, zoning changes occur without displacement, and redevelopment does not involve acquisition or demolition.

Relocation efforts will comply with Section 421.55, Florida Statutes regarding the relocation of displaced persons. The CRA will assist affected individuals in identifying suitable replacement housing and sites. When federal funding is involved, the CRA will follow and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). The CRA will not be responsible for relocations resulting from County, State, or Federal programs outside its jurisdiction. This applies to public improvement, redevelopment projects, and acquisition, demolition, or rehabilitation that displaces people or businesses.

Section 421.55, Florida Statutes – Relocation of displaced persons.

(1) It is the intent of the Legislature to authorize the state and its departments, agencies, political subdivisions, and legislatively established port and airport authorities to comply with the provisions and requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987, Pub. L. No. 100-17, in those public projects or programs for which federal or federal-aid funds are available and are used.

(2) As used in this section:

(a) "State" means the State of Florida, any department, agency or political subdivision thereof, or any port or airport authority established by the Legislature.

(b) "Public Law No. 100-17" means the Surface Transportation and Uniform Relocation Assistance Act of 1987 adopted by the United States Congress.

(c) "Displaced person" means any individual, partnership, corporation, or association that is required to move from any real property on or after March 20, 1972, as a result of the acquisition of such real property for public purposes, or who, as the result of the acquisition for public purposes of real property on which such person is conducting a business or farm operation as defined in Pub. L. No. 100-17, is required to move said business or farm operation.

(3) The state is authorized and empowered, in acquiring real property for use in any public project or program in which federal or federal-aid funds are used, to make all such relocation and other payments to or for displaced persons as are required under the provisions of Pub. L. No. 100-17, and to provide such displaced persons with relocation services and make available to them replacement dwellings, as required by Pub. L. No. 100-17.

(4) The state is authorized and empowered, in acquiring real property for use in any public project or program in which federal or federal-aid funds are used, to follow and conform with the land acquisition policies set forth in Pub. L. No. 100-17, and to pay or reimburse owners of property so acquired in the manner specified in Pub. L. No. 100-17. This authority shall include, as to federal-aid highways and airports, as a last resort, the use of eminent domain powers to acquire real property for replacement housing as required by Pub. L. No. 100-17.

5.4 Duration, Modification, and Restrictions

Plan Duration

The projects, initiatives, and programs identified in the CRA Plan are funded through Tax Increment Financing (TIF) and must be implemented within the CRA's statutory **30-year lifespan.** The CRA was established in 2012, establishing a planning and implementation period that extends through 2042. All redevelopment activities financed with TIF revenues must be completed within this timeframe.

Plan Modification

The Vine Street Redevelopment Plan may be modified in accordance with Section 163.361, Florida Statutes, which governs amendments to community redevelopment plans. If the CRA determines that a modification is necessary, it will submit a recommendation to the City Council. Amendments may include changes to the CRA's boundaries—either adding or removing land—or the incorporation of new initiatives, programs and projects.

Plan Severability

If any provision of the Vine Street Redevelopment Plan is held to be unconstitutional or otherwise legally infirm, such provisions shall not affect the remaining portions of the Vine Street Redevelopment Plan.

Safeguards, Controls, Restrictions, and Covenants

All redevelopment activities undertaken in the Vine Street CRA area must be consistent with the Vine Street Redevelopment Plan, the City's Comprehensive Plan, and applicable land development regulations; all redevelopment plans will undergo review by the City. Issues concerning restrictions on any property acquired for redevelopment purposes and then returned to use by the private sector will be addressed on a case-by-case basis to ensure that all activities necessary to perpetuate the redevelopment initiative are advanced in a manner consistent with this Plan and any amendment thereto. Such restrictions or controls would be expected to be in the form of covenants running with any land sold or leased for private use.

5.5 Community Redevelopment Plan Requirements

In a very simply described and summarized process for adopting and amending a CRA Plan, it is necessary that a local government and its Agency evaluate the physical, social and economic attributes of a specific area and make a determination that it satisfies multiple criteria. This determination would allow the local government to adopt and implement a redevelopment strategy and utilize all the powers available to its Agency.

Toward assuring compliance with the larger mission and responsibilities of the Agency and an implementable CRA Plan, the Redevelopment Act outlines both the contents of the legally sufficient CRA Plan and the general framework for its adoption. The particulars of this 2026 Vine Street Redevelopment Plan update and the means by which it will be adopted, like its predecessor, adhere to the current legal requirements.

The Redevelopment Act, according to Chapter 163.360, Florida Statues, prescribes that each adopted Plan:

- Conform to the Comprehensive Plan for the County or municipality, as prepared by the local planning agency under the Community Planning Act.
- Be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.
- Provide for the development of affordable housing in the area; otherwise, state the reasons for not addressing the development of affordable housing in the area in the Plan. The county, municipality, or CRA shall coordinate with each housing authority or other affordable housing entities functioning within the geographic boundaries of the redevelopment area, concerning the development of affordable housing in the area.

The Redevelopment Act, according to Chapter 163.362, Florida Statues, prescribes that each CRA Plan shall:

- Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the Plan.
- Show by diagram and in general terms:
  - The approximate amount of open space to be provided and the street layout.
  - Limitations on the type, size, height, number, and proposed use of buildings.
  - The approximate number of dwelling units.
  - Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.
- If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.
- Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.
- Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the Plan.
- Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.
- Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

- Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the Plan or if the Plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the Plan is not intended to remedy such shortage, the reasons therefore:
- Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.
- Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the Plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the Plan is approved or adopted.

This 2026 Vine Street Redevelopment Plan Update Has Been Prepared in Compliance with Chapter 163, Florida Statutes.

To fulfill its many responsibilities, the Agency has many powers. These enumerated powers acknowledge the status of the Agency as a functioning governmental entity but one that stands apart in its supportive mission of the CRA. These powers tend to reaffirm the Agency's specific duties in the pursuit of development and redevelopment while separating its financial obligations from those of the associated general government.

These enumerated powers for the Agency as outlined in Chapter 163.0370 include, but are not limited to:

- To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.
- To disseminate slum clearance and community redevelopment information.
- To undertake and carry out community redevelopment and related activities within the community redevelopment area.
- To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities or provisions to fulfill such of the conditions as it deems reasonable and appropriate.

Although any associated general-purpose governments and any of its property owners or citizens as tax payers are intended to benefit from the activities of the Agency or the CRA, they are insulated from its financial obligations. Further, certain operating and capital expenses of an associated general government, are not to be absorbed through funds flowing into the Vine Street CRA Redevelopment Trust Fund. Despite that insularity, the CRA exports many financial and community benefits well beyond its legally defined boundaries.

5.6 Comprehensive Plan Consistency

The Vine Street Redevelopment Plan update is consistent with and advances the policies of the City of Kissimmee Comprehensive Plan.

The consistency review is based on the Kissimmee 2040 Comprehensive Plan, originally adopted in November 2018 and subsequently amended in February 2020 and December 7, 2021.

The Comprehensive Plan's FLU element explicitly supports redevelopment planning within designated Community Redevelopment Areas. Policy 1.1.5.2, "Promote the Community Redevelopment Agency Areas," directs the City, in partnership with private and public organizations and local residents, to support the continued revitalization of Community Redevelopment Areas as important locations for commercial, residential, governmental, cultural, and recreational activities. This policy further establishes that such revitalization should be achieved through the continued implementation of the goals and objectives outlined in adopted Community Redevelopment Agency Redevelopment Plans.

Consistent with this policy direction, the Vine Street Redevelopment Plan update serves as an implementation tool for the Comprehensive Plan by providing targeted strategies, investments, and regulatory guidance that advance redevelopment, reinvestment, and long-term economic and community vitality within the Vine Street Community Redevelopment Area.

5.7 Community Impact Statement

This section of the Redevelopment Plan update addresses the requirements of Chapter 163 Part III of the Florida Statutes, Sections 163.360 and 163.362.

The implementation of the CRA Plan update will foster positive impacts to the quality of life in the CRA and surrounding communities. Neighborhoods will benefit from the redevelopment programming, through the development of new and the improvement of existing housing, improvements to public infrastructure addressing localized flooding issues and connectivity to sanitary sewer services, pedestrian safety and multimodal transportation, and other improvements to the public realm. These activities are to address conditions of slum and blight that were found present in the community.

Successfully addressing the conditions of blight will improve the quality of life for residents, businesses and visitors. The planned redevelopment activities and public realm improvements will also improve the economic environment for business owners, employers and workers within the Vine Street CRA.

While all impacts cannot be determined without site-specific proposals from which to evaluate potential impacts, the following section presents the range of potential impacts that may be anticipated to occur in the categories required by Chapter 163 Part III of the Florida Statutes, Sections 163.360 and 163.362.

The community impact categories are the following:

- Residential Development
- Affordable Housing
- Environmental Quality
- Transportation
- Police and Fire
- School Population
- Employment

Residential Development

Residential development within the Vine Street CRA is intended to preserve established neighborhood character while expanding housing opportunities and supporting equitable, sustainable growth. Development initiatives will balance reinvestment with protection of existing residential communities, ensuring that growth enhances—not erodes—local identity and livability.

Shaping the Pattern and Location of Residential Growth

- Infill development on vacant and underutilized parcels will direct new housing to areas already served by infrastructure, transit, and amenities, reducing development pressure on established neighborhoods while efficiently using land.
- Adaptive reuse of aging hotels, churches, and commercial plazas will convert underperforming sites into productive residential uses, reducing blight and introducing housing in locations that can support higher-intensity, mixed-use development.
- Strategic land acquisition and land assembly will enable the CRA to influence where and how residential development occurs, ensuring that new housing aligns with CRA and Citywide planning goals rather than piecemeal, market-driven outcomes.

Improving Feasibility and Quality of Residential Projects

- Developing CRA-owned properties into mixed-income housing reduces land-cost barriers, improving the financial feasibility of affordable and workforce housing projects.
- Public-private and mission-driven partnerships allow developers to deliver higher-quality residential projects that meet design, affordability, and long-term stewardship expectations.
- Alignment with the City's form-based code ensures that residential development meets predictable design standards, reducing uncertainty, expediting approvals, and encouraging reinvestment.

Diversifying Housing Types Without Disrupting Neighborhoods

- Promoting missing middle housing and ADUs introduces a broader range of housing choices—such as duplexes, triplexes, and small multi-family buildings—within a scale compatible with existing neighborhoods.

Strengthening Homeownership and Long-Term Neighborhood Investment

- CRA grants, down payment assistance, and first-time homebuyer programs lower financial barriers to homeownership, allowing more residents to buy and remain in the community.
- Rehabilitation incentives improve housing quality and preserve existing homes, preventing the loss of naturally affordable units due to deterioration or redevelopment.
- Homeownership education and financial literacy programs increase long-term housing stability and reduce foreclosure risk.

Supporting Workforce Housing and Reducing Household Costs

- Workforce housing initiatives targeted to teachers, health care workers, first responders, and other essential employees align residential development with local income levels.
- Employer-assisted housing partnerships reduce commute distances and transportation costs, making housing more affordable even as the corridor reinvests.

Reducing Displacement and Supporting Aging in Place

- Anti-displacement and housing stability programs help existing residents remain in their homes as new development and investment occur.
- Aging in place initiatives allow seniors and long-term residents to stay in the community through home modifications, rehabilitation, and supportive services.
- Public engagement throughout planning and implementation ensures that residential development reflects community priorities and concerns.

Creating Integrated, Livable Neighborhoods

- Coordinating residential development with streetscape improvements, pedestrian connectivity, infrastructure upgrades, and public safety initiatives enhances overall neighborhood livability.
- Housing integrated with walkable streets, transit access, parks, and community amenities supports healthier lifestyles and stronger community interaction.
- Public site inventories and transparent processes increase predictability and trust, encouraging responsible residential investment.

Affordable Housing

By lowering development costs, expanding housing supply, supporting homeownership, and stabilizing existing residents, these strategies collectively improve housing affordability in the Vine Street CRA. The result is a more balanced housing market that supports reinvestment without displacement, aligns housing options with local workforce needs, and preserves affordability as the corridor continues to redevelop.

Expanded Housing Supply and Price Moderation

- Increasing affordable and workforce housing through infill development on vacant and underutilized parcels directly expands housing supply within the corridor, helping to moderate upward pressure on rents and home prices.
- Adaptive reuse of aging and underperforming nonresidential properties reduces construction costs by leveraging existing structures, enabling more units to be delivered at attainable price points while eliminating blighted conditions that depress neighborhood stability.

Reduced Development Costs and Improved Feasibility

- Development of CRA owned or strategically acquired properties into context sensitive, mixed income housing lowers land acquisition costs, a major barrier to affordable housing production.
- Strategic land acquisition and land assembly improve project feasibility, allowing mission driven and private developers to deliver affordable units that would otherwise be financially infeasible in a competitive market.

Homeownership and Wealth Building Opportunities

- Expanding homeownership opportunities through CRA grants, incentives, and nonprofit partnerships improves affordability by lowering the upfront costs of home purchase.
- Down payment assistance, rehabilitation incentives, and first time homebuyer programs reduce financial barriers, stabilize housing costs for households over time, and foster long term neighborhood investment.
- Rehabilitation assistance preserves existing affordable housing stock, preventing the loss of lower cost units due to deterioration or redevelopment.

Workforce Housing and Household Cost Reduction

- Prioritizing workforce housing for teachers, health care workers, first responders, and other essential employees improves affordability by aligning housing options with local income levels.
- Employer assisted housing partnerships reduce transportation and commuting costs, increasing overall household affordability even where market prices rise.

Housing Stability and Anti Displacement Outcomes

- Partnerships with the City's Housing and Community Development Department, nonprofits, and educational institutions enhance affordability by supporting financial literacy, housing counseling, and informed homeownership.
- Programs focused on displacement prevention, housing stability, and aging in place help existing residents remain in their homes as neighborhood investment increases, ensuring long term affordability benefits reach current households.

Transportation

Collectively, Vision Zero initiatives and City transportation projects will shift Vine Street toward a safer, calmer, and more people oriented corridor. These improvements will support long term goals for walkable, mixed-use redevelopment while enhancing quality of life, public safety, and economic vitality throughout the CRA.

Safety and Crash Reduction

- Vision Zero–driven safety improvements will significantly reduce traffic fatalities and serious injuries along Vine Street by prioritizing high injury corridors and intersections.
- Traffic calming measures, safer crossings, and redesigned streets will lower vehicle speeds and improve visibility, making the corridor safer for pedestrians, cyclists, transit riders, and drivers.

Enhanced Walkability and Multimodal Access

- Complete Streets projects will transform Vine Street from an auto oriented corridor into a more walkable, bike friendly, and transit supportive environment.
- Improved sidewalks, bike facilities, transit amenities, and micro transit access will make it easier for residents, employees, and visitors to move through the corridor without relying solely on cars.

Support for Redevelopment and Economic Activity

- Transportation improvements will directly support redevelopment projects by creating streets that accommodate higher levels of pedestrian activity and mixed-use development.
- Safer and more attractive streets will increase foot traffic, improve access to businesses, and enhance the overall investment climate along Vine Street.

Stronger Neighborhood and Destination Connectivity

- Enhanced transportation infrastructure will better connect residential neighborhoods to employment centers, schools, parks, medical facilities, and major redevelopment sites.
- Improved east west and north south connectivity will reduce barriers between neighborhoods and strengthen Vine Street's role as a unifying corridor rather than a dividing roadway.

Improved Transit Access and Equity

- Upgraded transit stops, pedestrian access to transit, and first /last mile connections will improve access to jobs and services for residents who rely on transit or do not own vehicles.
- Transportation investments will help address historic inequities by improving mobility and safety in areas that have experienced long term disinvestment.

Environmental Quality

Environmental quality strategies within the Vine Street CRA support sustainable redevelopment by improving water, air, and noise conditions while strengthening resilience and public health. These actions integrate green infrastructure, coordinated utilities, and high-quality public spaces to enhance environmental performance alongside long-term community reinvestment.

Improved Water Quality and Storm Water Performance

- Incorporation of green infrastructure—such as bioswales, storm water planters, permeable paving, and rain gardens—to reduce storm water runoff, improve infiltration, and limit pollutant discharge into local waterways.
- Coordination of storm water improvements with streetscape and utility upgrades to reduce erosion, improve drainage efficiency, and mitigate localized flooding risk.

Flood Resilience and Climate Adaptation

- Requiring redevelopment projects to integrate utility upgrades, flood-resilient design, and climate-responsive construction practices.

Air Quality and Environmental Comfort

- The expansion of tree canopy, landscaped corridors, and green spaces improves air quality by filtering pollutants and reducing exposure to vehicle emissions.
- Supporting walkable, mixed-use redevelopment patterns that reduce vehicle dependency and contribute to lower overall emissions along the corridor.

Noise Pollution Reduction

- Pairing streetscape improvements and traffic calming measures with context-sensitive redevelopment to reduce noise generated by vehicle speed and congestion.

Sustainable Infrastructure and Long Term Performance

- Encouraging resilient building practices, energy efficient systems, and durable materials that lower long term maintenance costs and environmental impacts.

Green Spaces and Public Realm Benefits

- Integration of green spaces, trail connections, and storm water facilities that function as both environmental infrastructure and public amenities.
- Supporting multifunctional public spaces—such as greenways, naturalized drainage areas, and retention features—that provide recreational, educational, and ecological benefits.

Police and Fire

Public safety investments are a foundational component of community redevelopment within the Vine Street CRA. Police and fire strategies focus on reducing crime and fire risk, strengthening neighborhood stability, and ensuring that emergency services can effectively serve residents, businesses, and visitors as reinvestment occurs along the corridor.

Improved Public Safety and Reduced Crime

- Implementation of Community Oriented Policing (COPs) programs will strengthen relationships between residents, businesses, and the Kissimmee Police Department, improving communication and trust.
- Increased collaboration and visibility will deter criminal activity, particularly crimes of opportunity, resulting in safer neighborhoods and commercial areas throughout the CRA.
- Enhanced community confidence in public safety supports resident retention, business activity, and walkable redevelopment.

Crime Reduction Through Environmental Design

- Application of Crime Prevention Through Environmental Design (CPTED) principles in neighborhood planning and development review will reduce opportunities for crime through better lighting, clear sightlines, active frontages, and safer site layouts.
- Incorporating CPTED into both public projects and private redevelopment will improve perceived and actual safety across the corridor, encouraging greater use of public spaces and streets.

Neighborhood Stability Through Proactive Code Enforcement

- Proactive code enforcement will address unsafe buildings, property neglect, and repeat nuisance properties, improving overall neighborhood conditions.
- Consistent enforcement helps stabilize residential areas, protects property values, and prevents deterioration that can lead to increased crime and fire risk.
- Improved property conditions reinforce long term reinvestment and reduce pressure on police and fire resources.

Reduced Fire Risk and Improved Emergency Response

- Reducing the number of unsafe, deteriorating, or vacant structures will directly lower fire hazards within the CRA.
- Redevelopment and adaptive reuse of aging properties will modernize building systems, improve fire code compliance, and enhance emergency access.

Infrastructure Improvements Supporting Safety

- Enhanced sidewalks, lighting, and alley improvements throughout the CRA will improve visibility and natural surveillance, limiting crimes of opportunity.
- Well lit, connected streets and walkways increase pedestrian activity, which contributes to safer environments and supports both law enforcement and fire response operations.

Support for Successful Redevelopment

- Safer environments reduce development risk, increase market confidence, and encourage reuse of underperforming properties.
- Aligning police and fire initiatives with CRA redevelopment goals ensures that growth enhances—not compromises—public safety.

School Population

Population and housing growth within the Vine Street CRA will influence future school enrollment patterns and educational service needs. The CRA Plan's emphasis on infill development, mixed income housing, and neighborhood stabilization is intended to accommodate growth in a deliberate and coordinated manner, resulting in moderate, incremental increases in school age residents rather than sudden enrollment spikes. By aligning residential development with existing school capacity and long term community planning efforts, the CRA Plan supports educational facilities while maintaining stable and predictable enrollment patterns.

- The Vine Street CRA population has grown steadily—by approximately 30% since 2010—and is projected to reach about 7,400 residents by 2039, resulting in moderate, incremental increases in school age residents.
- Approximately 23% of current residents are under age 20, indicating an established student population that will grow gradually rather than through sudden enrollment surges.
- Population growth is expected to incrementally increase enrollment at existing elementary, middle, and high schools serving the CRA, allowing the Osceola County School District to plan and respond over time.
- Growth will be distributed across multiple sub areas—including Neo Vine, Orange Gardens, Gateway, and the Mixed-Use Medical (MUM) area—reducing the likelihood of concentrated enrollment pressure on any single school.
- New residential development will be primarily multi-family and mixed-use, which typically generates fewer students per unit than large lot single family development, moderating overall enrollment impacts.
- Smaller average household sizes (2.8 persons per household) and a focus on workforce and mixed income housing further reduce per unit student generation.
- By directing growth to infill and redevelopment areas served by existing infrastructure, the CRA Plan supports school capacity planning and minimizes the need for new school construction associated with suburban expansion.
- Overall, population growth within the CRA is expected to support stable and predictable school enrollment patterns, allowing educational facilities to remain aligned with long term community redevelopment and infrastructure investment.

Employment

Industry and employment growth within the Vine Street CRA will drive redevelopment, increase housing demand, and strengthen the corridor's economic role within the City of Kissimmee. By planning for moderate, steady increases in both jobs and population, the CRA Plan ensures employment growth supports—rather than overwhelms—housing supply, infrastructure systems, schools, and neighborhood stability. This coordinated approach advances the public purpose of community redevelopment by reinforcing a balanced, resilient, and economically vibrant Vine Street corridor.

- The Vine Street CRA functions as a major employment center within the City of Kissimmee, accounting for approximately 27% of the City's total employment while housing a relatively small share of the City's population.
- Employment within the CRA is concentrated in accommodation and food services, retail trade, construction, and health care and social assistance, reinforcing the corridor's role as a service oriented economic hub.
- Continued industry growth will strengthen economic vitality, attract private investment, and support redevelopment of underutilized and blighted properties along the corridor.
- Under the moderate growth scenario, employment within the CRA is projected to increase by approximately 3,600 jobs by 2039, reaching nearly 11,800 employees, alongside continued population growth.
- Continued job growth will reinforce the Vine Street corridor as a regional economic engine, attracting additional private investment, redevelopment interest, and commercial activity.
- The strong net inflow of workers highlights the need to improve jobs–housing balance by aligning residential growth with employment locations.
- Industry and employment growth will increase demand for transportation, utilities, and public services, underscoring the importance of coordinated infrastructure investments.

06

Appendix: Market Assessment

IN THIS CHAPTER

6.1 Analysis of Current Economic Conditions

6.2 Inventory Analysis of Commercial and Residential Markets

6.3 Market Potential Analysis

As part of the Vine Street CRA Plan, a Market Assessment was conducted. This assessment focused on providing a data-driven analysis of historic and current demographic, employment, and market trends. It aimed to identify potential commercial and residential development opportunities within the CRA and its six sub-areas. The analysis included an assessment of demographic and socio-economic characteristics, an inventory of the commercial and residential markets, and a 10-year growth projection of commercial and residential uses within the CRA. Additionally, characteristics of Osceola County and the City of Kissimmee were evaluated to show a comparison of capture within the CRA, where data is available.

6.1 Analysis of Current Economic Conditions

There are many key demographic and socio-economic indicators to consider when determining the market characteristics of a specific area; these include:

- Population
- Age Distribution
- Race and Ethnicity
- Academic Achievement
- Income Levels
- Employment and Business Activity

A profile of these demographic and socio-economic characteristics was necessary to fully understand the unique marketplace and the overall market-supporting demand within the Kissimmee Vine Street CRA (CRA) and its six sub-areas: (1) Shingle Creek, (2) NOVI, (3) Gateway, (4) Orange Gardens, (5) Mixed-Use Medical (MUM), and (6) NeoVine. This analysis evaluates current and historical growth trends within the CRA and its six sub-areas. Where relevant, this analysis also identifies growth capture for Osceola County (County) and the City of Kissimmee (City).

To note, there are limitations to using data to infer conclusions about a sample population. Most relevant to this analysis is that the smallest geographic areas for which estimates are available are Census Block Groups. While the data can reliably infer conclusions in large geographic areas, the margin of error increases as the area becomes smaller.

Demographic and Socio-Economic Characteristics

Total Population

Based on the latest 2024 estimates from ESRI, the total population of the CRA is estimated to be approximately 4,970 persons, which represents roughly 1.1% of the County's population of 455,875 persons and 5.9% of the City's population of 84,023 persons as of 2024 estimates.

Using historical population data provided by the U.S. Census Bureau, total population within the City grew at a compound annual growth rate (CAGR) of 2.3% from 2010 to 2024 estimates, increasing 41% from 59,680 persons in 2010. About 80% of this population growth within the City occurred between 2010 and 2020. Since 2010, the County experienced a slightly greater CAGR of 3.6%. Comparatively, the CRA experienced a smaller CAGR, at 1.8%, from 2010 to 2024 estimates—with population increasing about 30%, from 3,816 persons in 2010 to 4,970 persons as of 2024 estimates.

Overall, population has grown by about 187,190 people in the County, 24,341 people in the City, and 1,154 people in the CRA since 2010. However, the CRA's share of the City's total population has steadily declined during this same time period, from 6.4% in 2010 to 5.9% as of 2024 estimates.

Since 2010, all CRA sub-areas have experienced positive population growth rates, except for NOVI, which saw a negative CAGR of 0.2%. While the Shingle Creek and Gateway sub-areas have seen the highest CAGRs at 4.8% and 3.8%, respectively, the MUM and NeoVine sub-areas have experienced the largest population increases from 2010 to 2024 estimates, growing by 395 and 256 people, respectively.

The table below shows changes in total population within the County, City, CRA, and its sub-areas from 2010 to 2024 estimates.

Based on 2024 estimates, the NeoVine and MUM sub-areas account for the majority of the CRA's total population, capturing a combined 65%. In contrast, Shingle Creek and NOVI have the smallest population share within the CRA, at 4.2% and 4.4%, respectively.

The following figures illustrate the composition of the sub-areas' population capture relative to the CRA's total population in 2010 and as of 2024 estimates.

TABLE 7. TOTAL POPULATION

	2010	2020	2024 Est.	CAGR (2010–2024 Est.)
County	268,685	388,656	455,875	3.6%
City	59,682	79,226	84,023	2.3%
CRA	3,816	4,657	4,970	1.8%
NeoVine	1,551	1,607	1,808	1.0%
Shingle Creek	87	196	176	4.8%
Gateway	260	325	457	3.8%
Orange Gardens	706	875	926	1.8%
NOVI	171	205	167	(0.2%)
MUM	1,041	1,449	1,436	2.2%

SOURCE: U.S. CENSUS BUREAU; ESRI 2024 ESTIMATES.

Population | 2024

4,970 | CRA

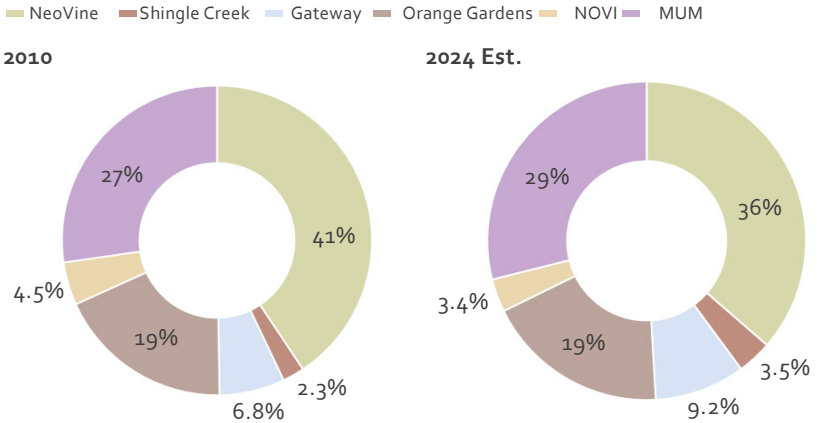
84,023 | City

455,875 | County

5.9% OF THE CITY'S POPULATION

SOURCE: U.S. CENSUS BUREAU; ESRI 2024 ESTIMATES.

FIGURE 31. POPULATION DISTRIBUTION OF THE CRA AMONG ITS SUB-AREAS, 2010 AND 2024 ESTIMATES



SOURCE: U.S. CENSUS BUREAU; ESRI 2024 ESTIMATES.

Age Distribution

Age distribution is another important factor when examining market characteristics. As of 2024 estimates, the median age within the CRA is approximately 39 years old; this is slightly higher than the median age of 38 years observed within the County and 37 years observed within the City.

In the CRA, approximately 67% of the population are between the ages of 15 to 64, which is defined as the typical *working-age* population. This indicates that the majority of the CRA's population is considered to be of *working-age*. Comparatively, the *working-age* population constitutes about 67% in the County and 69% in the City as of 2024 estimates. Additionally, about 23% of the population within the CRA are younger than 20, and 22% are 60 years or older. Whereas, the City has a slightly younger population, with about 25% identified as younger than 20, and 19% aged 60 years or older.

The NeoVine and Orange Garden sub-areas ave higher median ages compared to the overall median age observed in the CRA, both exceeding 40 years. In contrast, the other CRA sub-areas have lower median ages compared to the overall CRA as of 2024 estimates. Additionally, the NeoVine and Orange Garden sub-areas have the largest proportions of residents aged 60 years or older, at 24% and 25%, respectively. While the NOVI and Shingle Creek sub-areas have the largest proportions of residents under 20 years old, at 28% and 26%, respectively, as of 2024 estimates.

In addition, the Shingle Creek, Gateway, and NeoVine sub-areas have a higher proportion of the population that is considered to be of *working-age* compared to the overall CRA, with all exceeding 68% as of 2024 estimates. In contrast, the MUM, Orange Gardens, and NOVI sub-areas have a slightly lower proportion of *working-age* population than the CRA, at 66%, 64%, and 63%, respectively.

The table below illustrates the age distribution and median age for the County, City, CRA, and its sub-areas as of 2024 estimates.

TABLE 8. AGE DISTRIBUTION, 2024 ESTIMATES

	Less than 10 Years	10-19 Years	20-29 Years	30-39 Years	40-49 Years	50-59 Years	60-69 Years	70-79 Years	80+ Years	Median Age
County	11.1%	13.4%	14.0%	14.0%	13.7%	12.9%	10.8%	7.0%	3.2%	38.3
City	11.7%	13.1%	14.7%	14.9%	14.0%	12.8%	10.2%	5.9%	2.8%	37.0
CRA	10.8%	11.8%	15.0%	14.3%	13.1%	12.8%	11.3%	7.2%	3.7%	38.6
NeoVine	9.2%	12.2%	12.8%	13.8%	14.2%	13.7%	13.0%	7.6%	3.4%	41.3
Shingle Creek	12.0%	13.7%	20.0%	17.7%	13.7%	9.7%	8.0%	3.4%	1.7%	32.2
Gateway	10.1%	11.4%	20.8%	16.4%	12.5%	11.4%	9.6%	5.0%	2.9%	34.2
Orange Gardens	12.0%	11.1%	14.6%	11.9%	12.0%	13.2%	11.9%	8.6%	4.7%	40.3
NOVI	13.8%	13.8%	18.0%	17.4%	13.2%	10.8%	7.2%	3.6%	2.4%	32.3
MUM	11.6%	11.5%	15.0%	15.0%	12.4%	12.3%	10.4%	7.3%	4.4%	37.7

SOURCE: ESRI 2024 ESTIMATES.

Race and Ethnicity

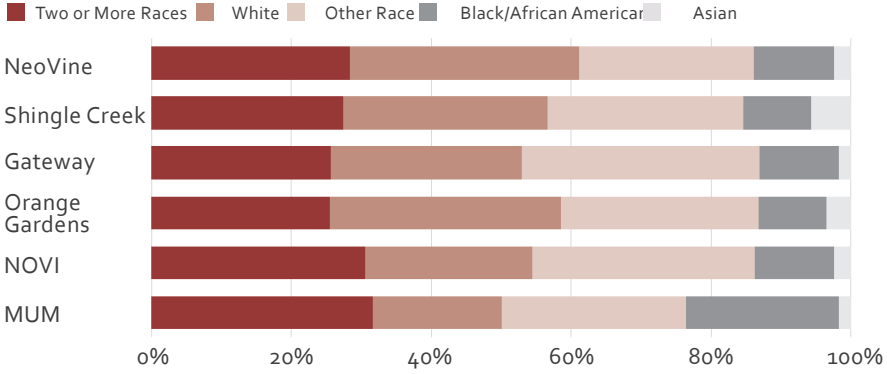
Based on 2024 estimates, the majority of the CRA's population identifies as Two or More Races and White, making up 56% of the total population. The racial composition within the City is relatively comparable to that of the CRA, where 57% of the population identifies as Two or More Races and White. The table and figure below illustrates the racial composition within the County, City, CRA, and its sub-areas as of 2024 estimates.

TABLE 9. POPULATION BY RACE, 2024 ESTIMATES

	County	City	CRA
Two or More Races	26.1%	29.3%	28.6%
White	38.3%	27.7%	27.8%
Other Race	21.1%	28.0%	27.1%
Black/African American	11.3%	11.2%	14.0%
Asian	3.3%	3.8%	2.5%

SOURCE: ESRI 2024 ESTIMATES.

FIGURE 32. RACIAL DISTRIBUTION OF THE CRA SUB-AREAS



SOURCE: ESRI 2024 ESTIMATES.

Based on 2024 estimates, 68% of the CRA's total population is of Hispanic ethnicity.

In addition, Hispanic origin is defined as an ethnicity, and therefore can be identified as any race. As of 2024 estimates, about 68% of the CRA's total population is of Hispanic ethnicity. This is slightly lower than the percentage observed in the City where approximately 69% of the total population identifies as Hispanic. The table below shows the composition of the total population within the County, City, CRA, and its sub-areas that identify as Hispanic, based on 2024 estimates.

TABLE 10. HISPANIC ETHNICITY, 2024 ESTIMATES

	Total Population	Hispanic Ethnicity %
County	455,875	55.7%
City	84,023	68.6%
CRA	4,970	68.2%
NeoVine	1,808	69.0%
Shingle Creek	176	62.9%
Gateway	457	72.2%
Orange Gardens	926	64.9%
NOVI	167	76.7%
MUM	1,436	67.6%

SOURCE: ESRI 2024 ESTIMATES.

Academic Achievement

Academic achievement refers to the level of schooling a person has successfully completed, and only accounts for those 25 years or older. Within the CRA, 81% of the population have obtained their high school diploma/GED or a more advanced degree as of 2024 estimates. This is slightly lower than the 90% and 86% observed within the County and City, respectively, following these same metrics. Additionally, about 21% of the population within the CRA has a bachelor's degree or more advanced degree, which is lower compared to the 29% and 26% of the population observed within the County and City, respectively, with a bachelor's degree or greater.

In comparison, all CRA sub-areas, except for NOVI and MUM, have higher percentages of their total population with a high school diploma/GED or more advanced degrees than the overall CRA as of 2024 estimates. This trend is also apparent for the population in those sub-areas with a bachelor's degree or higher, with NeoVine, Shingle Creek, Gateway, and Orange Gardens achieving percentages of 23%, 36%, 35%, and 23%, respectively, as of 2024 estimates.

The following table shows the breakdown of academic achievement for the County, City, CRA, and its sub-areas as of 2024 estimates.

TABLE 11. ACADEMIC ACHIEVEMENT, 2024 ESTIMATES

	No High School Diploma	High School Diploma/ GED	Associates Degree	Bachelor's Degree or Greater
County	10.5%	47.7%	12.2%	29.6%
City	14.1%	48.2%	11.5%	26.3%
CRA	19.2%	47.4%	12.8%	20.6%
NeoVine	15.9%	54.2%	7.1%	22.8%
Shingle Creek	12.5%	35.7%	16.1%	35.7%
Gateway	13.0%	28.8%	23.4%	34.8%
Orange Gardens	18.1%	42.7%	16.4%	22.9%
NOVI	19.8%	46.2%	14.2%	19.8%
MUM	27.3%	48.8%	13.9%	10.1%

SOURCE: ESRI 2024 ESTIMATES.

Income

Income is another important factor to consider when examining market characteristics, as it can be a broad indicator of a household or individual's spending potential and their general ability to purchase a variety of goods and services within a specific marketplace. Based on 2024 estimates, median household income within the CRA is estimated to be $42,396, which is significantly lower than that of the County at $67,050 and slightly lower than that of the City at $46,330. Similarly, per capita incomes within the CRA at $22,379 are lower than those observed in the County and City at $29,578 and $22,820, respectively, as of 2024 estimates.

In comparison, all CRA sub-areas, except for NOVI and MUM, have higher median household incomes compared to that of the overall CRA as of 2024 estimates. This trend is also apparent for the per capita incomes within those sub-areas, with NeoVine, Shingle Creek, Gateway, and Orange Gardens achieving per capita incomes between 4% and 20% greater than that of the CRA as of 2024 estimates.

In addition, based on 2024 estimates, the average disposable income within the CRA is $52,736, which is marginally lower than the City's average of $56,074. This income-related data suggests that the CRA has a population with comparable, though slightly lower, incomes and spending potential compared to the City. However, the County has a significantly higher average disposable income at $71,548, likely driven by the County's higher average household incomes, contributing to a greater level of consumer spending per household.

The following table illustrates the income characteristics for the County, City, CRA, and its sub-areas as of 2024 estimates.

Moreover, the largest concentration of households within the CRA, approximately 22%, have household incomes ranging from $15,000 to $34,999, according to 2024 estimates. This is similar to the City, where 25% of households fall within the same income range. In contrast, the County's largest concentration of households, 19%, have incomes between $100,000 and $149,999.

TABLE 12. INCOME CHARACTERISTICS, 2024 ESTIMATES

	Median Household	Per Capita	Average Disposable
County	$67,050	$29,578	$71,548
City	$46,330	$22,820	$56,074
CRA	$42,396	$22,379	$52,736
NeoVine	$60,908	$26,360	$66,406
Shingle Creek	$55,349	$24,590	$61,509
Gateway	$46,907	$23,321	$51,303
Orange Gardens	$43,323	$26,837	$63,460
NOVI	$35,920	$18,467	$45,245
MUM	$30,322	$14,379	$32,607

SOURCE: ESRI 2024 ESTIMATES.

During this same time period, about 85% of the households in the CRA have household incomes at or below $100,000. This percentage is higher than both the County, where 67% of households have incomes at or below $100,000, and the City, where 80% of households fall within this income bracket.

The table on the following page shows the distribution of household incomes for the County, City, and CRA as of 2024 estimates.

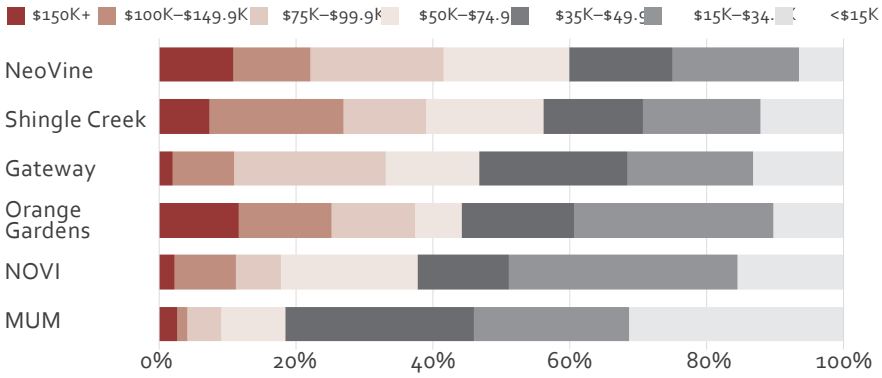
TABLE 13. HOUSEHOLD INCOMES, 2024 ESTIMATES

	County	City	CRA
Less than $15,000	8.1%	12.4%	16.4%
$15,000–$34,999	17.1%	24.9%	22.0%
$35,000–$49,999	13.8%	15.8%	20.0%
$50,000–$74,999	14.6%	15.0%	13.0%
$75,000–$99,999	13.8%	12.3%	13.4%
$100,000-$149,999	19.0%	12.6%	8.4%
$150,000 or Greater	13.6%	7.2%	6.9%

SOURCE: ESRI 2024 ESTIMATES.

In addition, based on 2024 estimates, the distribution of household incomes within the CRA's sub-areas shows slight variations compared to the overall CRA. Most sub-areas, except for NeoVine and Shingle Creek, have the majority of their household incomes below $50,000. In contrast, NeoVine and Shingle Creek have the majority of their household incomes, 60% and 56%, respectively, at or above $50,000. The figure below illustrates the distribution of household incomes within the CRA's sub-areas as of 2024 estimates.

FIGURE 33. HOUSEHOLD INCOME DISTRIBUTION OF THE CRA SUB-AREAS, 2024 ESTIMATES



SOURCE: ESRI 2024 ESTIMATES.

Total Employment

A diverse workforce and industry base within a market area can be an indication of healthy economic conditions, as it broadens the range of available employment and interested companies in an area. The key components to employment to consider when analyzing the overall business and employment market include annual employment trends, unemployment rate, employee wages, employee inflow/outflow, and jobs by industry sector.

Based on the latest 2024 estimates from ESRI, there are about 14,070 businesses within the County, and 4,060 businesses within the City. Approximately 32% or 1,277 businesses within the City are located within the CRA as of 2024 estimates. The businesses within the CRA employ nearly 8,137 people, which represents roughly 6.9% of the County's employment of 117,942 persons and 27% of the City's employment of 30,248 persons.

Using historical employment data provided by the U.S. Census Bureau, total employment within the City grew at a compound annual growth rate (CAGR) of 3.2% from 2010 to 2024 estimates, increasing 60% from 18,890 employees in 2010. About 58% of this population growth within the City occurred between 2010 and 2020. Since 2010, the County experienced a slightly greater CAGR of 3.6%. Comparatively, the CRA experienced a smaller CAGR, at 2.3%, from 2010 to 2024 estimates—with employment increasing about 41%, from 5,790 employees in 2010.

Overall, total employment has grown by about 49,026 employees in the County, 11,358 employees in the City, and 2,347 employees in the CRA since 2010. However, the CRA's share of the City's total employment has steadily declined during this same time period, from 31% in 2010 to 27% as of 2024 estimates.

Since 2010, all CRA sub-areas have experienced positive employment growth rates. While the Shingle Creek and Orange Gardens sub-areas have seen the highest CAGRs at 6.3% and 5.2%, respectively, the MUM and Gateway sub-areas have experienced the largest employment increases from 2010 to 2024 estimates, growing by 848 and 413 employees, respectively.

The table on the following page shows changes in total employment within the County, City, CRA, and its sub-areas from 2010 to 2024 estimates.

Based on 2024 estimates, the employee-to-population ratio within the CRA is 2.43 employees per working-age resident, which is significantly higher than the County at 0.38 and the City at 0.52.

TABLE 14. TOTAL EMPLOYEES

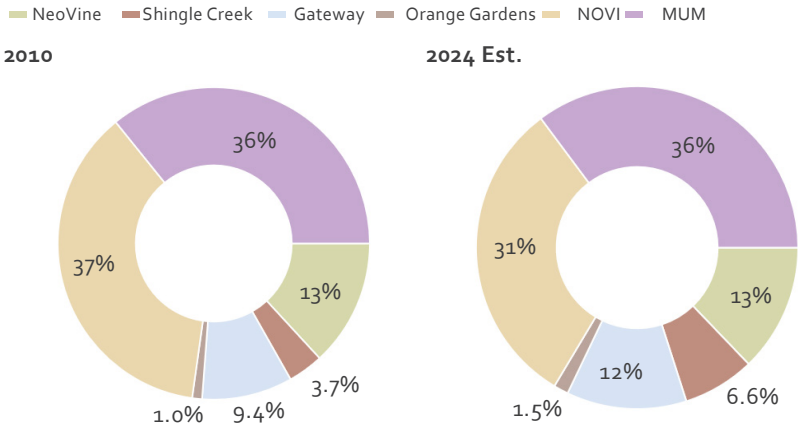
	2010	2020	2024 Est.	CAGR (2010-2024 Est.)
County	68,916	98,423	117,942	3.6%
City	18,890	25,437	30,248	3.2%
CRA	5,790	6,433	8,137	2.3%
NeoVine	751	821	1,061	2.2%
Shingle Creek	212	431	534	6.3%
Gateway	544	744	957	3.8%
Orange Gardens	59	110	126	5.2%
NOVI	2,140	1,942	2,536	1.1%
MUM	2,074	2,385	2,922	2.3%

SOURCE: U.S. CENSUS BUREAU; ESRI 2024 ESTIMATES.

Based on 2024 estimates, the MUM and NOVI sub-areas account for the majority of the CRA's total employment, capturing a combined 67%. In contrast, the Orange Gardens and Shingle Creek sub-areas have the smallest employment share within the CRA, at 1.5% and 6.6%, respectively.

The following figures illustrate the composition of the sub-areas' employment capture relative to the CRA's total employment in 2010 and as of 2024 estimates.

FIGURE 34. EMPLOYMENT DISTRIBUTION OF THE CRA AMONG ITS SUB-AREAS, 2010 AND 2024 ESTIMATES



SOURCE: U.S. CENSUS BUREAU; ESRI 2024 ESTIMATES.

Unemployment Rate

Based on 2024 estimates, the CRA's unemployment rate—i.e., the total number of unemployed persons as a percentage of the Civilian Labor Force—at nearly 2.0%, is lower than the unemployment rate within the County at 3.8% and the City at 3.7%. The unemployment rate is the percentage of the labor force that does not currently have a job, and generally rises and falls in the wake of changing economic conditions.

The unemployment rate within the CRA is 1.7% lower than the unemployment rate within the City.

Employee Inflow/Outflow

The most current employee inflow/outflow data provided by the U.S. Census Bureau's Longitudinal Employer-Household Dynamics (LEHD) is for year-end 2022. This data serves as an indication of the efficiency of the respective area's labor force. Net job inflow (+) or outflow (-) indicates whether an area is a labor force magnet or provider. Positive inflow means the area is drawing in workers, while negative outflow indicates the area is providing workers elsewhere.

As of year-end 2022, there were about 111,030 employees within the County. Of these employees, 38% live within the County, while roughly 62% commute into the County from elsewhere to work (inflow). In addition, 149,190 workers live inside the County, but are employed elsewhere outside the County (outflow). This condition results in a net negative outflow of 80,395 jobs out of the County.

At the City level, the employee inflow/outflow depicts a similar trend but on a smaller scale. Of the 27,690 employees within the City as of year-end 2022, nearly 11% live within the City, while roughly 89% commute into the City from elsewhere to work (inflow). Additionally, approximately 34,416 workers live inside the City, but are employed elsewhere outside of the City (outflow)—this results in a net negative outflow of 9,728 jobs in the City.

In contrast, there were about 7,076 employees within the CRA as of year-end 2022. Of these employees, approximately 0.6% live within the CRA, while roughly 99% commute into the CRA from elsewhere to work (inflow). Additionally, 1,812 workers live inside the CRA, but are employed elsewhere outside (outflow). This condition results in a net positive inflow of 5,221 jobs to the CRA.

The trends observed at the end of 2022 can be used to estimate job inflow and outflow at the County, City, and CRA levels for 2024.

Employment Earnings

The most current employee earnings data provided by the U.S. Census Bureau's LEHD is for year-end 2022. As of year-end 2022, the majority of employees within the County and the City were earning wages that were more than $3,333 per month, at nearly 42% and 44%, respectively. In contrast, as of year-end 2022, the majority of employees within the CRA were earning wages between $1,251 to $3,333 per month at about 43%.

In addition, most CRA sub-areas, except for NeoVine and Gateway, had employee wages similar to the overall CRA, ranging from $1,251 to $3,333 per month. However, in the NeoVine and Gateway sub-areas, the majority earned more than $3,333 per month. The table below shows the year-end 2022 capture of monthly earnings respective to total employment for the County, City, CRA, and its sub-areas.

TABLE 15. JOBS BY EARNINGS, YEAR-END 2022

	Total Employees(1)	$1,250 per month or less	$1,251 to $3,333 per month	More than $3,333 per month
County	111,029	21.0%	37.1%	41.8%
City	27,690	19.6%	36.8%	43.6%
CRA	7,076	26.2%	42.8%	31.0%
NeoVine	884	17.0%	38.7%	44.3%
Shingle Creek	445	23.4%	57.3%	19.3%
Gateway	992	18.8%	33.0%	48.3%
Orange Gardens	117	25.6%	39.3%	35.0%
NOVI	2,168	35.7%	42.0%	22.3%
MUM	2,470	24.6%	46.4%	29.0%

SOURCE: U.S. CENSUS BUREAU LEHD. NOTE: (1) REFLECTS YEAR-END 2022.

Jobs by Industry Sector

The table below presents the latest employment estimates for the County, City, and CRA as of 2024 estimates, based on the U.S. Census Bureau's North American Industry Classification System (NAICS) and the most recent 2024 estimates from ESRI.

TABLE 16. JOBS BY INDUSTRY SECTOR, 2024 ESTIMATES

	County	City	CRA
Agriculture and Mining	0.5%	0.1%	0.1%
Construction	8.6%	8.6%	9.1%
Manufacturing	3.6%	0.9%	3.5%
Wholesale Trade	1.7%	1.2%	1.0%
Retail Trade	13.7%	18.5%	19.0%
Transportation and Utilities	8.8%	4.9%	7.2%
Information	1.1%	0.7%	1.0%
Finance and Insurance	3.2%	2.4%	4.2%
Real Estate and Leasing	2.6%	2.5%	2.4%
Professional Services	5.2%	4.6%	2.2%
Management of Companies	0.2%	0.1%	0.0%
Administration and Support	6.0%	8.5%	5.2%
Educational Services	6.4%	2.2%	3.1%
Health Care and Social Assistance	9.9%	22.1%	8.3%
Arts and Recreation	8.6%	1.2%	5.8%
Accommodation and Food	11.7%	8.5%	20.2%
Other Services	4.4%	2.9%	4.5%
Public Administration	3.9%	10.1%	3.1%
Total Employees	**117,942**	**30,248**	**8,137**

SOURCE: U.S. CENSUS BUREAU NAICS; ESRI 2024 ESTIMATES.

The NAICS data indicates that the leading industries in the City are health care and social assistance, retail trade, public administration, and construction. Together, these sectors account for 59% of the total employment share as of 2024 estimates. Conversely, the dominant industries within the CRA are accommodation and food services, retail trade, construction, and health care and social assistance, which together account for 57% of the total employment share as of 2024 estimates.

Professional employment includes the following industry sectors: information; finance and insurance; real estate; professional services; management of companies; administration, support, and waste management; and educational services. The County, City, and CRA's professional work force composes 25%, 21%, and 18%, respectively, of total employment as of 2024 estimates.

Among the CRA sub-areas, NOVI and MUM share similar dominant industries with the overall CRA. In contrast, the NeoVine, Shingle Creek, and Gateway sub-areas primarily feature retail trade and accommodation and food services as their leading industries. Meanwhile, the Orange Garden sub-area's dominant industries are accommodation and food services, along with health care and social assistance.

Additionally, the professional workforce compositions within the CRA sub-areas relative to their respective total employment as of 2024 estimates are as follows: NeoVine at 19.5%, Shingle Creek at 20.0%, Gateway at 5.4%, Orange Gardens at 18.5%, NOVI at 20.0%, and MUM at 19.7%.

The following table below illustrates the breakdown of employment by NAICS for the CRA's sub-areas as of 2024 estimates.

TABLE 17. CRA SUB-AREAS JOBS BY INDUSTRY SECTOR, 2024 ESTIMATES

	NeoVine	Shingle Creek	Gateway	Orange Gardens	NOVI	MUM
Agriculture and Mining	0.0%	0.0%	0.0%	0.4%	0.0%	0.0%
Construction	7.3%	8.2%	6.5%	3.7%	8.8%	16.3%
Manufacturing	3.7%	2.4%	1.8%	2.8%	5.0%	4.5%
Wholesale Trade	0.3%	1.2%	0.4%	3.4%	3.8%	0.1%
Retail Trade	20.7%	17.7%	33.0%	9.7%	15.0%	18.2%
Transportation and Utilities	6.8%	4.7%	4.0%	6.7%	6.3%	9.8%
Information	2.2%	0.0%	0.0%	0.2%	1.3%	0.0%
Finance and Insurance	6.4%	2.4%	1.5%	2.4%	2.5%	3.9%
Real Estate and Leasing	2.1%	2.4%	1.8%	5.4%	1.3%	1.0%
Professional Services	1.7%	3.5%	0.4%	4.1%	2.5%	2.0%
Management of Companies	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Administration and Support	4.4%	7.1%	1.1%	2.6%	7.5%	9.2%
Educational Services	2.8%	4.7%	0.7%	3.9%	5.0%	3.6%
Health Care and Social Assistance	5.8%	7.1%	4.0%	12.0%	10.0%	11.1%
Arts and Recreation	2.7%	9.4%	4.4%	10.5%	6.3%	7.2%
Accommodation and Food	21.7%	21.2%	34.1%	24.9%	18.8%	9.5%
Other Services	5.9%	5.9%	6.5%	6.2%	5.0%	1.3%
Public Administration	5.6%	2.4%	0.0%	1.3%	1.3%	2.3%
Total Employees	**1,061**	**534**	**957**	**126**	**2,536**	**2,922**

SOURCE: U.S. CENSUS BUREAU NAICS; ESRI 2024 ESTIMATES.

Total expenditures within the CRA were $99.1 million as of 2024 estimates.

Consumer Spending

Based on 2024 estimates, total expenditures by residents within the City were estimated to be about $1.7 billion, with consumers spending 34% on housing, 32% on retail goods, 12% on food (both away and at-home), 12% on transportation, 7.2% on health care, and 3.9% on entertainment and recreation. In addition, total expenditures within the City make up approximately 14% of the consumer spending within the County, with nearly $11.9 billion in total expenditures as of 2024 estimates. Similar to the City, housing and retail goods comprise the majority of consumer spending within the County.

Residents within the CRA spent an estimated $99.1 million, which accounts for 5.8% of the City's total expenditures as of the 2024 estimates. CRA consumers allocate their spending in a similar manner to the City overall, with housing and retail goods making up over 66% of the combined total expenditures as of the 2024 estimates.

6.2 Inventory Analysis of Commercial and Residential Markets

The inventory analysis of both commercial and residential markets utilized real estate data to assess current and historical market characteristics and performance trends. This included various commercial uses such as office, retail, industrial/flex, and hotel sectors, as well as residential uses like multi-family, single family, and residential condominium properties.

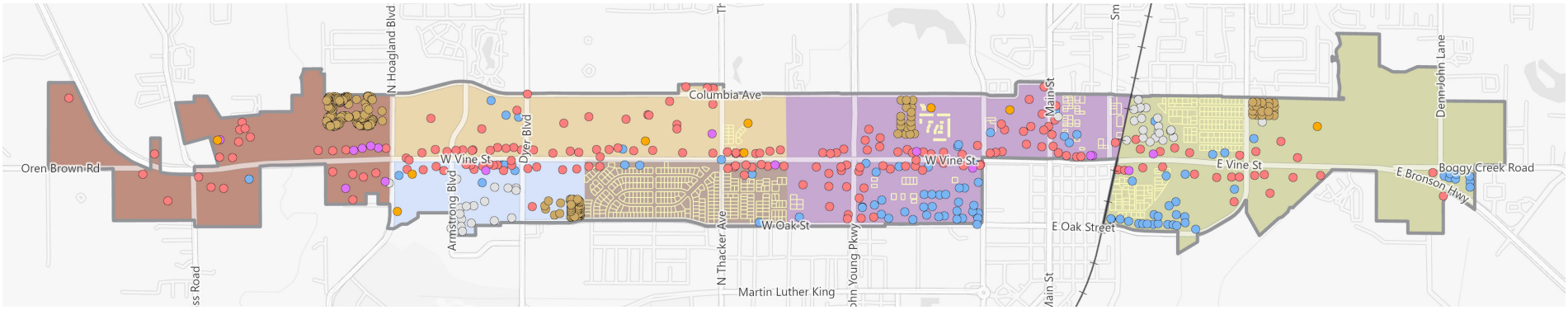
Developing a profile of these diverse industry sectors and their market characteristics was essential to gain a comprehensive understanding of the unique marketplace dynamics and the overall demand supporting the market within the Kissimmee Vine Street CRA and its six sub-areas: (1) Shingle Creek, (2) NOVI, (3) Gateway, (4) Orange Gardens, (5) Mixed-Use Medical (MUM), and (6) NeoVine. This analysis evaluates current and historical market trends within the CRA and its six sub-areas. Where relevant, this analysis also identifies market trends and capture rates for Osceola County (County) and the City of Kissimmee (City).

To note, there are limitations to using data to infer conclusions about a sample population. Most relevant to this analysis is that the smallest geographic areas for which estimates are available are Census Block Groups. While the data can reliably infer conclusions in large geographic areas, the margin of error increases as the area becomes smaller.

Concentration Map

The map on this page highlights the concentration areas for commercial retail, office, industrial/flex space, hotel properties, and various residential uses, including multi-family, single-family (both detached and attached townhomes), and residential condominium properties within the CRA and its sub-areas.

FIGURE 35. PROPERTY USE TYPE CONCENTRATION MAP OF THE CRA



Retail Market Trends

The subsequent pages provide a comprehensive analysis of both current and historical market characteristics and performance trends for the retail market within the County, City, CRA, and its sub-areas.

Market Characteristics

Based on the year-to-date January 2024 to November 2024 (YTD 2024) estimates, the County has nearly 20.4 million square feet (SF) of retail space. Within this total, the City comprises 31% , equating to 6.3 million SF. Additionally, the CRA constitutes approximately 17% of the County's retail space and 54% of the City's retail space, totaling 3.4 million SF.

As of YTD 2024 estimates, the MUM and NOVI sub-areas comprise the majority of the CRA's total retail space, representing 44% and 24% of the total inventory, respectively. These are followed by the Shingle Creek, NeoVine, and Gateway sub-areas, which account for 15%, 12%, and 3.1% of the total retail inventory within the CRA, respectively. The Orange Gardens sub-area comprises the smallest share of retail space within the CRA, accounting for 1.3% of the total as of YTD 2024 estimates.

The following table illustrates the retail market characteristics for the County, City, CRA, and its sub-areas as of YTD 2024 estimates.

As of YTD 2024 estimates, the CRA had a total of 3.4 million SF of retail space, comprising 54% of the total retail space within the City.

TABLE 18. RETAIL MARKET CHARACTERISTICS, YTD 2024 ESTIMATES

	Total Inventory SF	Occupancy %	Vacancy %	Gross Absorption	Average Rental Rate(1)
County	20,427,194	97.6%	2.4%	793,897	$28.86
City	6,335,263	96.4%	3.6%	328,215	$14.56
CRA	3,444,764	95.5%	4.5%	193,509	$13.45
NeoVine	421,922	99.6%	0.4%	10,800	$9.41
Shingle Creek	522,030	88.5%	11.5%	1,248	$9.00
Gateway	108,232	91.1%	8.9%	7,012	$21.90
Orange Gardens	44,710	83.6%	16.4%	–	$26.00
NOVI	1,504,990	99.3%	0.7%	159,070	$23.67
MUM	842,880	92.4%	7.6%	15,379	$19.31

SOURCE: COSTAR GROUP, YTD 2024 ESTIMATES; GAI CONSULTANTS. NOTE: (1) REPRESENTS AVERAGE RENTAL RATE PER SF.

FIGURE 36. TOTAL INVENTORY, 6-YEAR CHANGE (2019-YTD 2024)

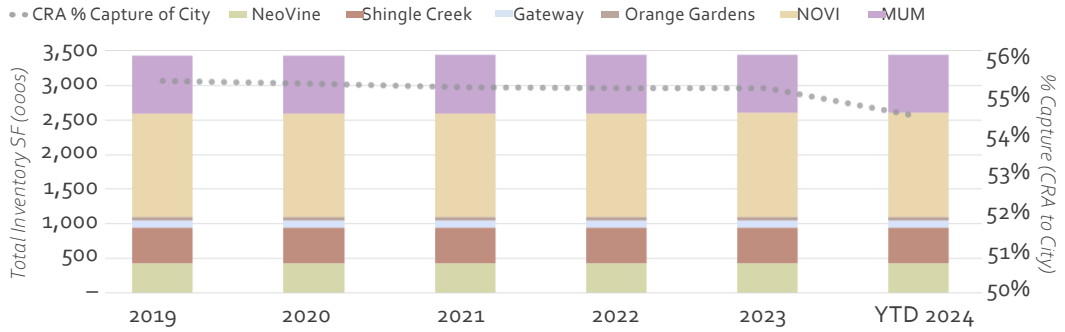


FIGURE 37. OCCUPANCY RATE, 6-YEAR CHANGE (2019-YTD 2024)

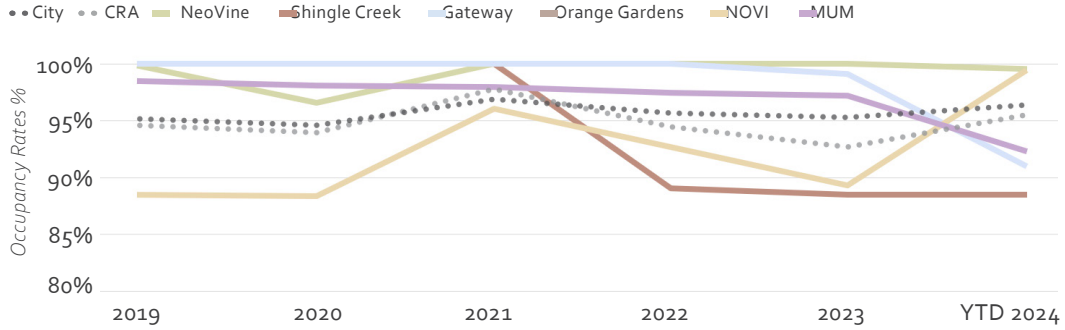
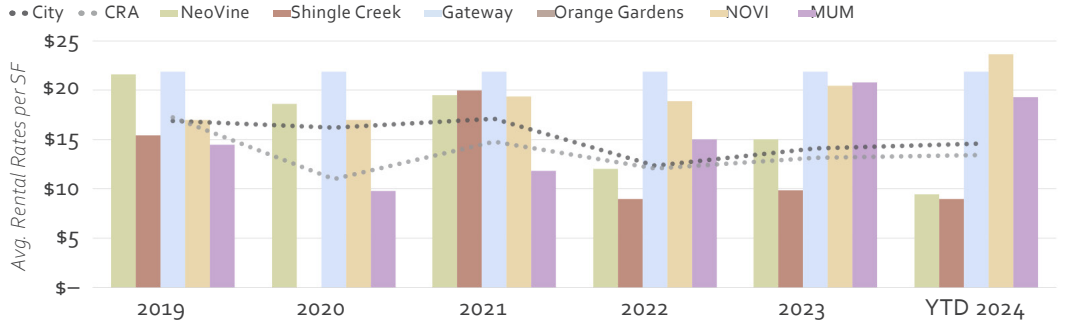


FIGURE 38. AVERAGE RENTAL RATES, 6-YEAR CHANGE (2019-YTD 2024)



SOURCE: COSTAR GROUP, 2019–YTD 2024 ESTIMATES; GAI CONSULTANTS.

Total Inventory

Over the past six years, 2019 to YTD 2024, retail space in the CRA grew by 0.2% or 6,637 SF, capturing 5.8% of the growth within the City's retail market. However, the CRA's capture of the City's total retail space decreased during this same time period. Since 2019, total inventory of retail space within the MUM and Shingle Creek sub-areas increased, while the NeoVine, Gateway, Orange Gardens, and NOVI sub-areas remained unchanged.

Occupancy Rates

From 2019 to YTD 2024, occupancy rates increased 1.2 and 0.9 percentage points within the City and CRA, respectively. The rise in occupancy rates may be attributed to increased healthy spending behaviors and a rise in building demand within the City and specific areas within the CRA. For instance, the NOVI sub-area was the only one to experience an increase in occupancy rates since 2019, while all other CRA sub-areas saw a decline.

Average Rental Rates

Throughout the past six years, 2019 to YTD 2024, average rental rates of retail space decreased 14% or $2.33 within the City, while the CRA experienced a 22% or $3.81 decrease during this same time period. Additionally, average rental rates saw significant increases in the Orange Gardens (44%), NOVI (39%), and MUM (33%) sub-areas. In contrast, NeoVine and Shingle Creek experienced decreases of 56% and 42%, respectively , while Gateway remained unchanged since 2019.

Office Market Trends

The subsequent pages provide a comprehensive analysis of both current and historical market characteristics and performance trends for the office market within the County, City, CRA, and its sub-areas.

Market Characteristics

Based on the year-to-date January 2024 to November 2024 (YTD 2024) estimates, the County has nearly 6.7 million square feet (SF) of office space. Within this total, the City comprises 41% , equating to 2.7 million SF. Additionally, the CRA constitutes approximately 13% of the County's office space and 32% of the City's office space, totaling nearly 870,000 SF.

As of YTD 2024 estimates, the MUM and NeoVine sub-areas comprise the majority of the CRA's total office space, representing 50% and 31% of the total inventory, respectively. These are followed by the NOVI and Gateway sub-areas, which account for 15% and 3.3% of the total office inventory within the CRA, respectively. The Orange Gardens and Shingle Creek sub-areas comprise the smallest shares of office space within the CRA, accounting for 0.7% and 0.5% of the total, respectively, as of YTD 2024 estimates.

The following table illustrates the office market characteristics for the County, City, CRA, and its sub-areas as of YTD 2024 estimates.

As of YTD 2024 estimates, the CRA had a total of nearly 870,000 SF of office space, comprising 32% of the total office space within the City.

TABLE 19. OFFICE MARKET CHARACTERISTICS, YTD 2024 ESTIMATES

	Total Inventory SF	Occupancy %	Vacancy %	Gross Absorption	Average Rental Rate[1]
County	6,656,159	97.2%	2.8%	258,649	$31.15
City	2,716,855	95.5%	4.5%	102,982	$31.24
CRA	869,638	90.1%	12.4%	44,409	$32.33
NeoVine	267,746	97.8%	2.2%	23,052	$32.20
Shingle Creek	4,139	100.0%	0.0%	–	$–
Gateway	28,335	100.0%	0.0%	–	$–
Orange Gardens	5,971	100.0%	0.0%	–	$–
NOVI	126,947	79.5%	20.5%	6,678	$34.91
MUM	436,500	87.5%	12.5%	14,679	$28.31

SOURCE: COSTAR GROUP, YTD 2024 ESTIMATES; GAI CONSULTANTS. NOTE: (1) REPRESENTS AVERAGE RENTAL RATE PER SF.

FIGURE 39. TOTAL INVENTORY, 6-YEAR CHANGE (2019-YTD 2024)

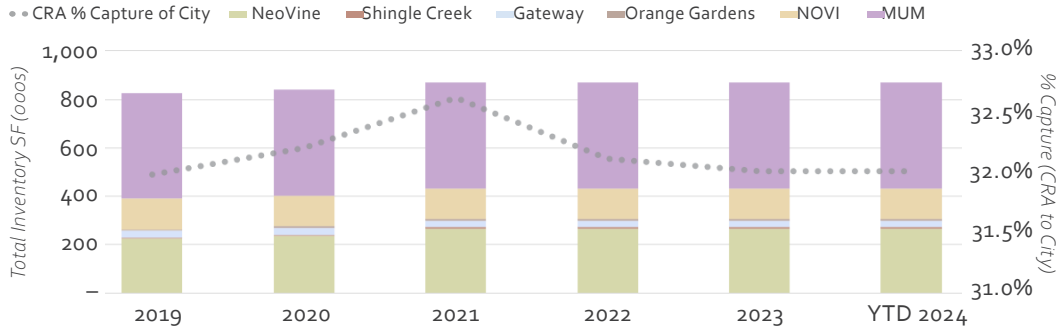


FIGURE 40. OCCUPANCY RATE, 6-YEAR CHANGE (2019-YTD 2024)

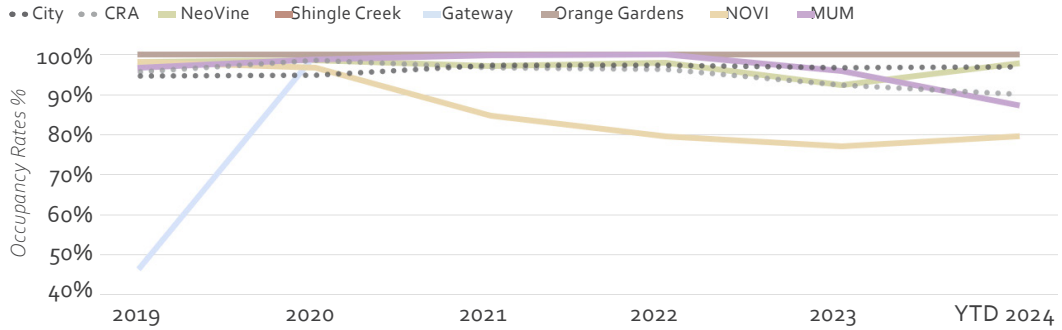
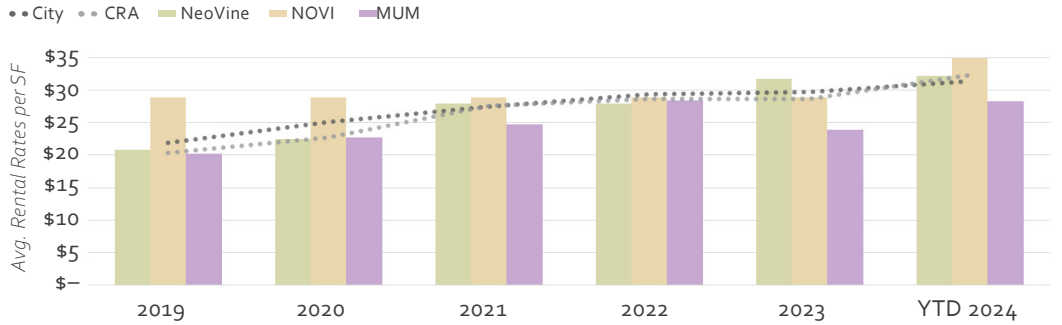


FIGURE 41. AVERAGE RENTAL RATES, 6-YEAR CHANGE (2019-YTD 2024)



SOURCE: COSTAR GROUP, 2019–YTD 2024 ESTIMATES; GAI CONSULTANTS.

Total Inventory

Over the past six years, 2019 to YTD 2024, office space in the CRA grew by 4.9% or40,700 SF, capturing 33% of the growth within the City's office market. However, the CRA's capture of the City's total office space stayed relatively consistent during this same time period. Since 2019, the NeoVine sub-area was the only one to experience an increase in office space inventory by 19%, while all other CRA sub-areas remained unchanged.

Occupancy Rates

From 2019 to YTD 2024, occupancy rates increased 0.3 percentage points within the City and decreased 5.6 percentage points within the CRA. The decline in occupancy rates may be attributed to decreased building demand within specific areas of the CRA. For instance, the NOVI and MUM sub-areas experienced significant decreases in occupancy rates since 2019, while Gateway increased and all other CRA sub-areas remained unchanged at 100%.

Average Rental Rates

Throughout the past six years, 2019 to YTD 2024, average rental rates of office space increased 50% or $10.36 within the City, while the CRA also increased by 59% or $11.98 in average rental rates during this same time period. Additionally, average rental rates saw significant increases in the NeoVine (55%), NOVI (21%), and MUM (40%) sub-areas since 2019. To note, current and historic average rental rates for the Shingle Creek, Gateway, and Orange Gardens sub-areas were not available.

Industrial/Flex Market Trends

The subsequent pages provide a comprehensive analysis of both current and historical market characteristics and performance trends for the industrial/flex market within the County, City, CRA, and its sub-areas.

Market Characteristics

Based on the year-to-date January 2024 to November 2024 (YTD 2024) estimates, the County has nearly 10.9 million square feet (SF) of industrial/flex space. Within this total, the City comprises 23% , equating to 2.5 million SF. Additionally, the CRA constitutes approximately 5.7% and 25% of the County and City's industrial/flex space, respectively, totaling 625,175 SF.

As of YTD 2024 estimates, the Gateway and NeoVine sub-areas comprise the majority of the CRA's total industrial/flex space, representing 59% and 39% of the total inventory, respectively. These are followed by the Shingle Creek and MUM sub-areas, which account for 1.1% and 0.4% of the total inventory within the CRA, respectively. The Orange Gardens and NOVI sub-areas contain zero industrial/flex space as of YTD 2024 estimates.

The following table illustrates the industrial/flex market characteristics for the County, City, CRA, and its sub-areas as of YTD 2024 estimates.

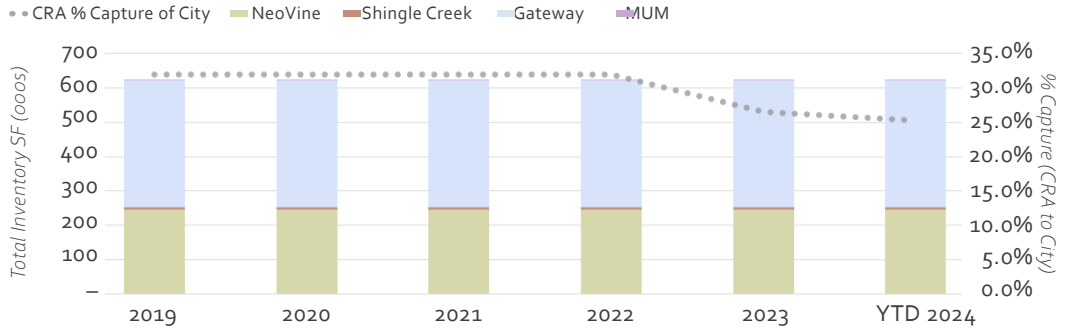
As of YTD 2024 estimates, the CRA had 625,175 SF of industrial/flex space, comprising 25% of the total industrial/flex space within the City.

TABLE 20. INDUSTRIAL/FLEX MARKET CHARACTERISTICS, YTD 2024 ESTIMATES

	Total Inventory SF	Occupancy %	Vacancy %	Gross Absorption	Average Rental Rate[1]
County	10,885,310	96.1%	3.9%	1,509,899	$14.46
City	2,470,468	94.4%	5.6%	210,213	$17.43
CRA	625,175	99.3%	0.7%	14,626	$15.71
NeoVine	245,767	99.2%	0.8%	–	$13.93
Shingle Creek	6,625	100.0%	0.0%	–	$–
Gateway	370,172	99.3%	0.7%	14,626	$16.45
Orange Gardens	–	0.0%	0.0%	–	$–
NOVI	–	0.0%	0.0%	–	$–
MUM	2,611	100.0%	0.0%	–	$–

SOURCE: COSTAR GROUP, YTD 2024 ESTIMATES; GAI CONSULTANTS. NOTE: (1) REPRESENTS AVERAGE RENTAL RATE PER SF.

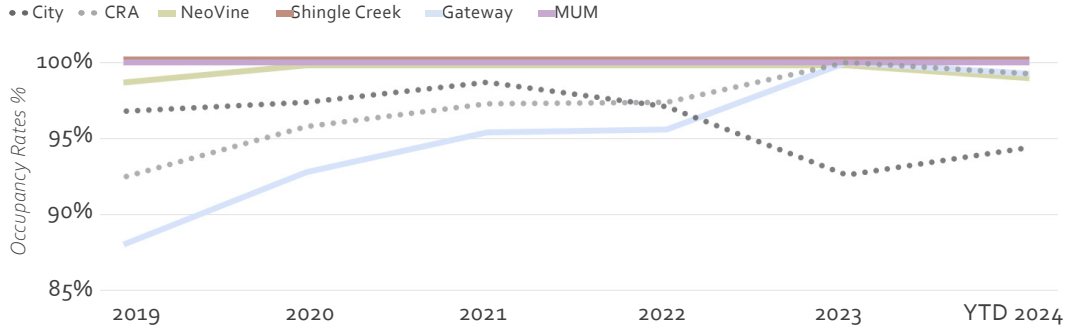
FIGURE 42. TOTAL INVENTORY, 6-YEAR CHANGE (2019-YTD 2024)



Total Inventory

Over the past six years, 2019 to YTD 2024, the industrial/flex space in the CRA remained unchanged at 625,175 SF. In contrast, the City's industrial/flex market increased by 27%, adding about 517,880 SF. Consequently, the CRA's capture of the City's total industrial/flex space decreased during this same time period. Notably, the Orange Gardens and NOVI sub-areas have had no industrial/flex space since 2019.

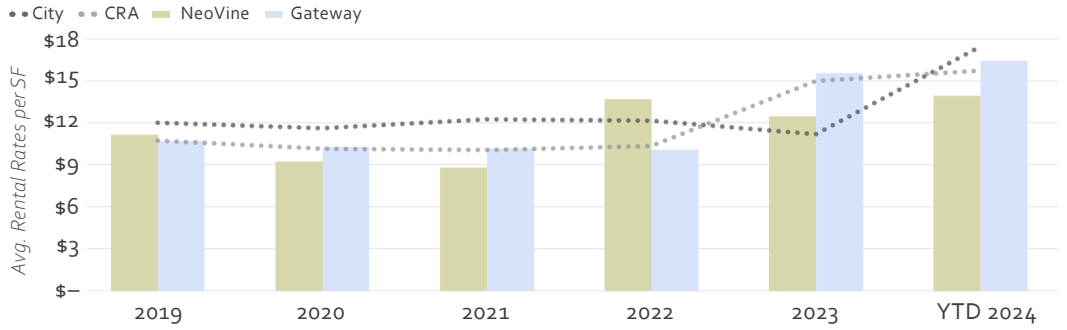
FIGURE 43. OCCUPANCY RATE, 6-YEAR CHANGE (2019-YTD 2024)



Occupancy Rates

From 2019 to YTD 2024, occupancy rates decreased 2.4 percentage points within the City and increased by 6.8 percentage points within the CRA. The rise in occupancy rates may be attributed to increased healthy spending behaviors and a rise in building demand within the CRA. For instance, the Gateway and NeoVine sub-areas experienced increases in occupancy rates, while the Shingle Creek and MUM sub-areas remained unchanged at 100% since 2019.

FIGURE 44. AVERAGE RENTAL RATES, 6-YEAR CHANGE (2019-YTD 2024)



SOURCE: COSTAR GROUP, 2019–YTD 2024 ESTIMATES; GAI CONSULTANTS.

Average Rental Rates

Throughout the past six years, 2019 to YTD 2024, average rental rates of industrial/flex space significantly increased 45% or $5.44 within the City and 46% or $4.96 within the CRA. Additionally, average rental rates saw increases in the NeoVine and Gateway sub-areas by 25% and 54%, respectively, since 2019. To note, current and historic average rental rates for the Shingle Creek and MUM sub-areas were not available.

Hotel Market Trends

The subsequent pages provide a comprehensive analysis of both current and historical market characteristics and performance trends for the hotel market within the County, City, CRA, and its sub-areas.

Market Characteristics

Based on the year-to-date January 2024 to November 2024 (YTD 2024) estimates, the County has nearly 24,100 hotel rooms. Within this total, the City comprises 5.2% , equating to about 1,250 hotel rooms. Additionally, the CRA constitutes about 4.5% of the County's hotel rooms and 86% of the City's hotel rooms, totaling 1,070 hotel rooms.

As of YTD 2024 estimates, the Shingle Creek and NOVI sub-areas comprise the majority of the CRA's total hotel rooms, representing 63% and 16% of the total inventory, respectively. These are followed by the MUM, NeoVine, and Gateway sub-areas, which account for 12%, 7.5%, and 1.6% of the total hotel rooms within the CRA, respectively. The Orange Gardens sub-area contains zero hotel rooms as of YTD 2024 estimates.

As of YTD 2024 estimates, nearly all hotels within the CRA as categorized as economy/motel. The only exception is the Homes 1 Suites, which is classified as a midscale hotel property.

The following table illustrates the hotel market characteristics for the County, City, CRA, and its sub-areas as of YTD 2024 estimates.

As of YTD 2024 estimates, the CRA had a total of 1,070 hotel rooms, comprising 86% of the total hotel rooms within the City.

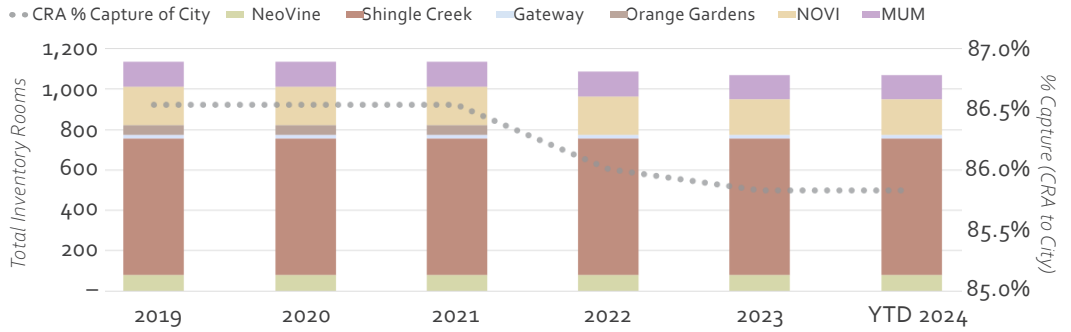
TABLE 21. HOTEL MARKET CHARACTERISTICS, YTD 2024 ESTIMATES

	Total Inventory Rooms	Occupancy %	Vacancy %	Average Daily Rate[(1)]
County	24,060	67.0%	33.0%	$162.99
City	1,249	62.8%	37.2%	$68.64
CRA	1,072	63.1%	36.9%	$68.05
NeoVine	80	63.7%	36.3%	$59.58
Shingle Creek	676	62.7%	37.3%	$68.72
Gateway	17	58.8%	41.2%	$60.57
Orange Gardens	–	–	–	$–
NOVI	176	58.5%	41.5%	$60.58
MUM	123	63.7%	36.3%	$59.55

SOURCE: COSTAR GROUP, YTD 2024 ESTIMATES; GAI CONSULTANTS. NOTE: (1) THE LOWER ADR IN THE CITY AND CRA COMPARED WITH THE COUNTY MAY BE DUE TO THEIR LARGE CONCENTRATION OF ECONOMY/MOTEL PROPERTIES OFFERING LOWER-PRICED ACCOMMODATIONS.

To note, there are three properties within the CRA that fall within the short-term overlay, offering a mix of multi-family residential and short-term rental properties, as described in the Vine Street CRA Area Assessment report. These properties include Florida Palms, Ever Park Villages, and Oak Plantations at SunVest Resort.

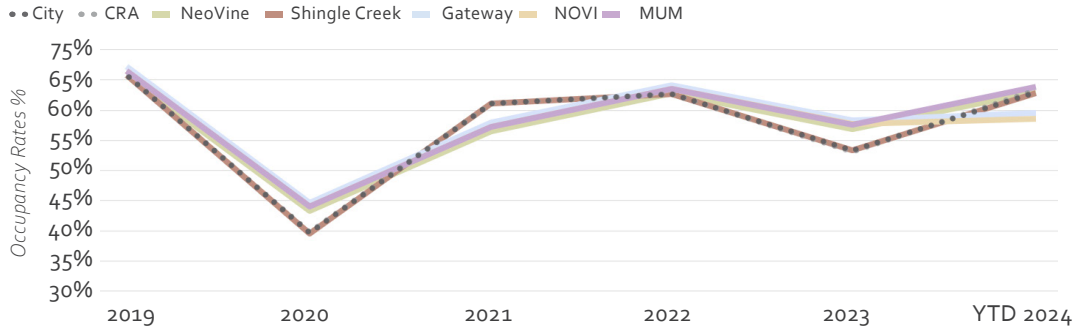
FIGURE 45. TOTAL INVENTORY, 6-YEAR CHANGE (2019-YTD 2024)



Total Inventory

Over the past six years, 2019 to YTD 2024, hotel rooms in the CRA experienced a net decrease of 5.8% or 66 rooms, with the City also experiencing a net decrease of 5.0%. Consequently, the CRA's capture of the City's total hotel inventory steadily decreased during this same period. Since 2019, the NOVI sub-area decreased 8.3%, and the Orange Gardens sub-area has removed all inventory, while the other CRA sub-areas have remained unchanged.

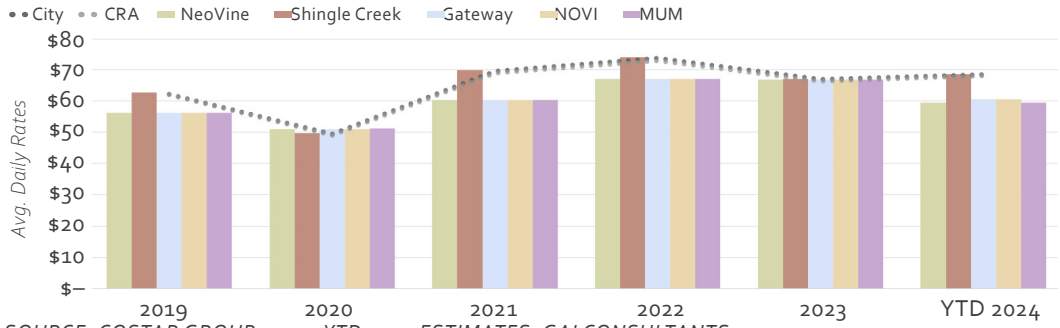
FIGURE 46. OCCUPANCY RATE, 6-YEAR CHANGE (2019-YTD 2024)



Occupancy Rates

From 2019 to YTD 2024, occupancy rates decreased 2.7 percentage points within the City and 2.4 percentage points within the CRA. The decline in occupancy rates may be attributed to decreased building demand within specific areas of the CRA. For instance, every CRA sub-area with hotel properties saw a decline in occupancy rates since 2019: NeoVine (2.5%), Shingle Creek (2.8%), Gateway (7.4%), NOVI (7.7%) and MUM (2.5%).

FIGURE 47. AVERAGE DAILY RATES, 6-YEAR CHANGE (2019-YTD 2024)



SOURCE: COSTAR GROUP, 2019–YTD 2024 ESTIMATES; GAI CONSULTANTS.

Average Daily Rates

Throughout the past 6 years, 2019 to YTD 2024, average daily rates (ADR), the average price paid per occupied hotel room, increased 10% or $6.39 per occupied room within the City and 9.7% or $5.99 per occupied room within the CRA. Additionally, ADRs in all CRA sub-areas with hotel properties also experienced increases since 2019: NeoVine (5.8%), Shingle Creek (9.6%), Gateway (7.5%), NOVI (7.5%) and MUM (5.7%).

Multi-Family Market Trends

The subsequent pages provide a comprehensive analysis of both current and historical market characteristics and performance trends for the market rate and mixed-income multi-family residential market within the County, City, CRA, and its sub-areas.

Market Characteristics

Based on the year-to-date January 2024 to November 2024 (YTD 2024) estimates, the County has nearly 31,000 multi-family units. Within this total, the City comprises 32% , equating to 10,020 multi-family units. Additionally, the CRA constitutes approximately 4.2% and 13% of the County and City's multi-family units, respectively, totaling 1,304 multi-family units.

As of YTD 2024 estimates, the Shingle Creek and Gateway sub-areas comprise the majority of the CRA's total multi-family units, representing 32% and 26% of the total inventory, respectively. These are followed by the NeoVine, MUM, and NOVI sub-areas, which account for 24%, 11%, and 7.5% of the total multi-family units within the CRA, respectively. The Orange Gardens sub-area contains zero multi-family units as of YTD 2024 estimates.

The following table illustrates the multi-family units market characteristics for the County, City, CRA, and its sub-areas as of YTD 2024 estimates.

As of YTD 2024 estimates, the CRA had a total of 1,304 multi-family units, comprising 13% of the total multi-family units within the City.

TABLE 22. MULTI-FAMILY MARKET CHARACTERISTICS, YTD 2024 ESTIMATES

	Total Inventory Units	Occupancy %	Vacancy %	Gross Absorption	Average Rental Rate[1]
County	30,988	86.7%	13.3%	2,878	$1,733
City	10,020	86.1%	13.9%	1,241	$1,621
CRA	1,304	82.0%	6.9%	311	$1,240
NeoVine	309	54.1%[2]	45.9%	146	$1,490
Shingle Creek	415	84.3%	15.7%	121	$1,274
Gateway	341	94.1%	5.9%	36	$958
Orange Gardens	–	–	–	–	$–
NOVI	98	92.5%	0.0%	9	$1,180
MUM	141	99.5%	0.5%	–	$1,421

SOURCE: COSTAR GROUP, YTD 2024 ESTIMATES; GAI CONSULTANTS. NOTE: (1) REPRESENTS EFFECTIVE AVERAGE RENTAL RATE PER UNIT; (2) THE 54.1% OCCUPANCY RATE MAY BE ATTRIBUTED TO THE NEWLY CONSTRUCTED ASTON SQUARE APARTMENT PROPERTY, BUILT IN 2024 AND CURRENTLY IN LEASE-UP. EXCLUDING ASHTON SQUARE, NEO-VINE'S OCCUPANCY RATE WOULD BE 93.9%, AND THE CRA WOULD BE 90.1%. TO NOTE, LANDMARK APARTMENTS, A 247-UNIT PROPERTY LOCATED IN THE NEOVINE SUB-AREA, IS UNDER CONSTRUCTION AS OF YTD 2024 AND IS NOT REFLECTED IN THE CHARACTERISTICS TABLE ABOVE.

FIGURE 48. TOTAL INVENTORY, 6-YEAR CHANGE (2019-YTD 2024)

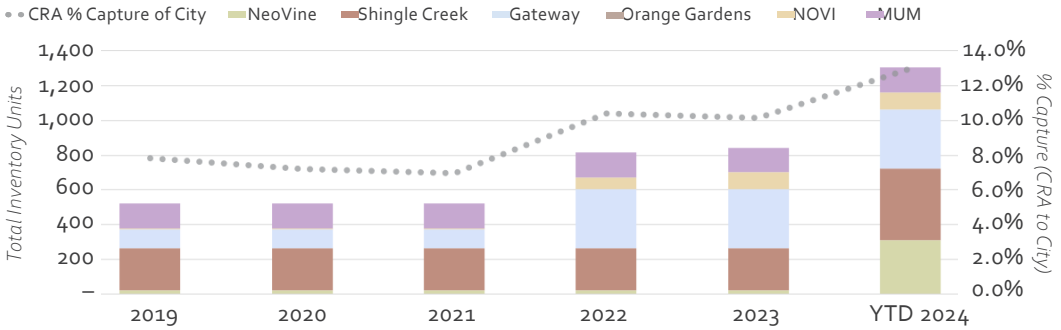


FIGURE 49. OCCUPANCY RATE, 6-YEAR CHANGE (2019-YTD 2024)

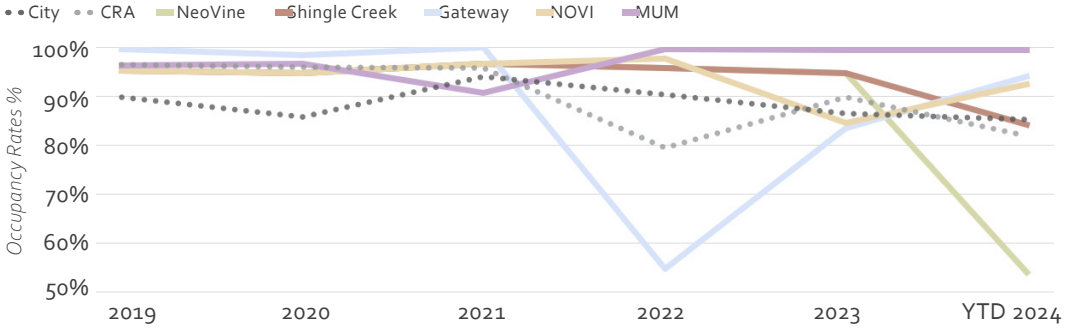
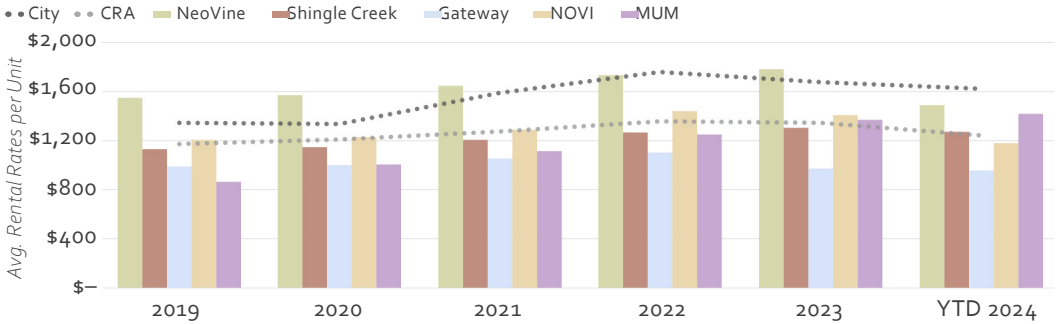


FIGURE 50. AVERAGE RENTAL RATES, 6-YEAR CHANGE (2019-YTD 2024)



SOURCE: COSTAR GROUP, 2019–YTD 2024 ESTIMATES; GAI CONSULTANTS.

Total Inventory

Over the past six years, 2019 to YTD 2024, multi-family units in the CRA increased by 150% or 783 units, capturing 23% of the City's multi-family market growth. Consequently, the CRA's capture of the City's total multi-family inventory increased during this same period. Since 2019, all CRA sub-areas have increased: NeoVine (287 rooms), Shingle Creek (173 rooms), Gateway (233 rooms), and NOVI (90 rooms); while the MUM sub-area remained unchanged.

Occupancy Rates

From 2019 to YTD 2024, occupancy rates decreased 5.4 percentage points within the City and 14.6 percentage points within the CRA. The decline in occupancy rates may be attributed to decreased building demand within specific areas of the CRA. For instance, the MUM sub-area was the only one to experience an increase in occupancy rates since 2019, while all other CRA sub-areas with multi-family properties saw slight overall declines.

Average Rental Rates

Throughout the past six years, 2019 to YTD 2024, average rental rates per multi-family unit increased 21% within the City and 5.7% within the CRA. Additionally, average rental rates per unit saw significant increases in the MUM (64%) and Shingle Creek (13%) sub-areas. In contrast, NeoVine, Gateway, and NOVI experienced decreases in average rental rates per units of 3.8%, 2.9%, and 2.3%, respectively, since 2019.

Residential Dwelling Unit Characteristics

Total Housing Units

A variety of housing types within a market area can be an indication of healthy economic conditions, as it broadens the range of available living options and attracts a diverse population. The key components to housing supply to consider when analyzing the overall residential dwelling unit market includes total housing units, housing unit composition, missing middle housing, housing vacancy and tenure, and residential dwelling unit average market values.

Based on the latest 2024 estimates from ESRI, total housing units within the CRA were estimated to be approximately 2,415 units, representing roughly 1.3% of the County's total housing units at 179,770 units and 7.5% of the City's total housing units at 32,240 units as of 2024 estimates.

Using historical housing unit data provided by the U.S. Census Bureau, total housing units within the City grew at a compound annual growth rate (CAGR) of 1.4% from 2010 to 2024 estimates, increasing 23% from 26,275 units in 2010. About 69% of this housing unit growth within the City occurred between 2010 and 2020. Since 2010, the County experienced a slightly greater CAGR of 2.3%.

Comparatively, the CRA experienced a slightly higher CAGR, at 2.5%, from 2010 to 2024 estimates—with total housing units increasing about 44%, from 1,676 units in 2010 to 2,415 units as of 2024 estimates. This growth was primarily driven by an increase in multi-family residential units, which added over 780 units since 2010—with nearly 60% of the new units being constructed within the past year.

Overall, total housing units have experienced a net increase of about 51,600 units in the County, 5,964 units in the City, and 739 units in the CRA since 2010. During this same period, the CRA's share of the City's total housing units has fluctuated but ultimately increased, rising from 6.4% in 2010 to 7.5% as of 2024 estimates.

Since 2010, all CRA sub-areas have experienced positive housing unit growth rates. The NeoVine, Gateway, and Shingle Creek sub-areas have seen the highest CAGRs at 5.5%, 4.4%, and 2.8%, respectively. Consequently, they have experienced the largest net increases in housing unit inventory from 2010 to 2024 estimates, with growths of 293, 233, and 173 units, respectively.

The table below shows changes in total housing units within the County, City, CRA, and its sub-areas from 2010 to 2024 estimates.

TABLE 23. TOTAL HOUSING UNITS

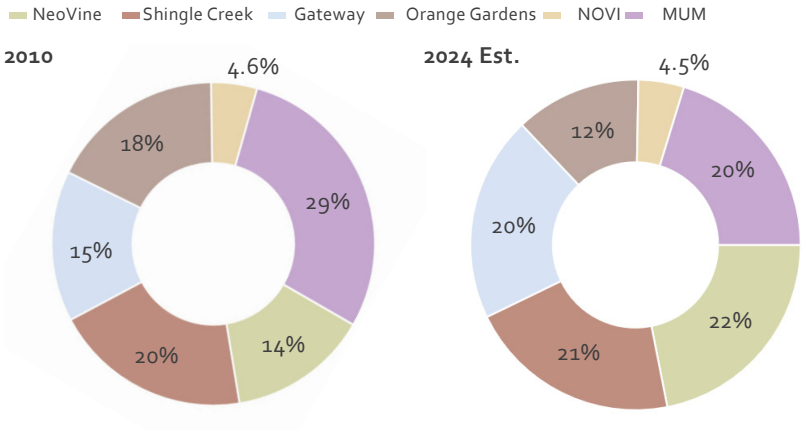
	2010	2020	2024 Est.	CAGR (2010-2024 Est.)
County	128,170	154,680	179,770	2.3%
City	26,275	30,370	32,240	1.4%
CRA	1,676	1,703	2,415	2.5%
NeoVine	236	258	529	5.5%
Shingle Creek	332	332	505	2.8%
Gateway	253	253	486	4.4%
Orange Gardens	293	295	298	0.1%
NOVI	77	78	108	2.3%
MUM	485	487	489	0.1%

SOURCE: U.S. CENSUS BUREAU; ESRI 2024 ESTIMATES.

Based on 2024 estimates, the NeoVine, Shingle Creek, and MUM sub-areas account for the majority of the CRA's total housing units, capturing a combined 63%. In contrast, the Orange Gardens and NOVI sub-areas have the smallest share of total housing units within the CRA, at 12.3% and 4.5%, respectively.

The following figures illustrate the composition of the sub-areas' housing unit capture relative to the CRA's total housing units in 2010 and as of 2024 estimates.

FIGURE 51. HOUSING UNIT DISTRIBUTION OF THE CRA AMONG ITS SUB-AREAS, 2010 AND 2024 ESTIMATES



SOURCE: U.S. CENSUS BUREAU; ESRI 2024 ESTIMATES.

As of year-end 2023, total housing units within the CRA consist of 40% multi-family units, 30% condo, and 30% single-family.

Housing Unit Composition

According to the Osceola County Property Appraiser's Final 2023 Tax Roll, single-family housing units (i.e, detached single family and attached townhomes) make up the majority of the total housing units in both the County and City, accounting for 73% and 59%, respectively, as of year-end 2023. In the County, multi-family residential accounts for 16% of the total housing share, followed by residential condominium (condo) at 8.0%. Mobile/manufactured homes represent the smallest share, making up just 3.2% as of year-end 2023. In comparison, as of year-end 2023, multi-family units, residential condo, and mobile/manufactured homes make up 28%, 13%, and 0.1% of the total housing unit share within the City, respectively.

The composition of housing units within the CRA slightly differs from that observed in the County and City as of year-end 2023. Within the CRA, multi-family residential units make up the majority at 40%, closely followed by residential condo units and single-family homes with 30% each of the total share of housing units within the CRA. To note, the CRA does not have any mobile/manufacturing housing units as of year-end 2023.

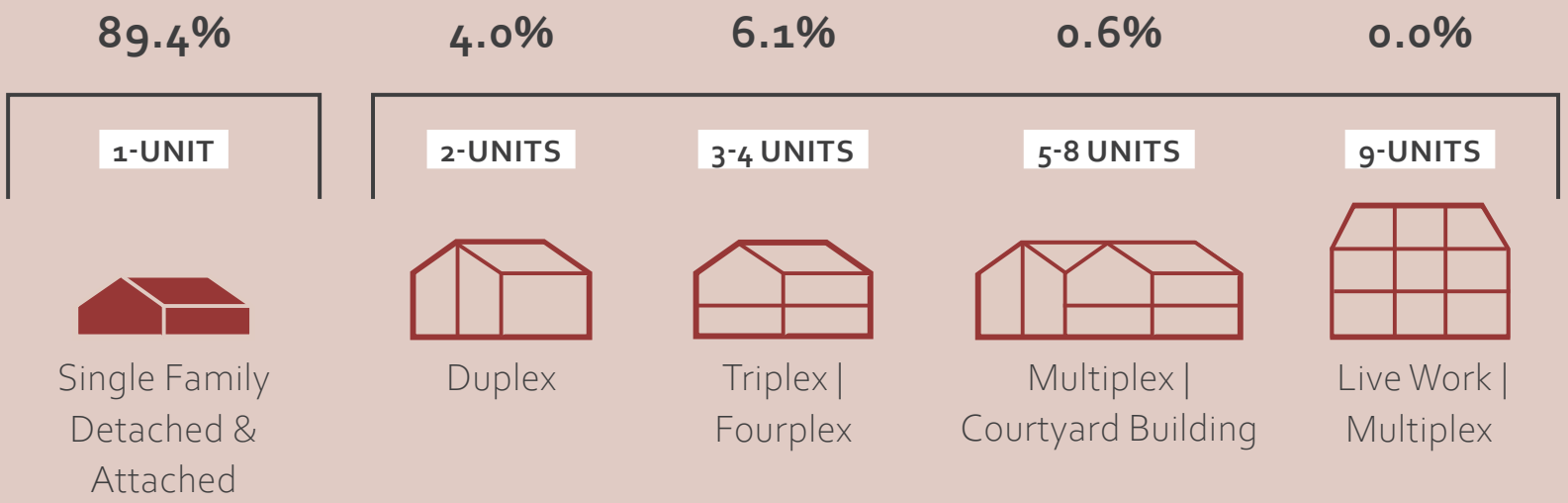


FIGURE 52. CRA HOUSING UNIT SIZE, YEAR-END 2023

SOURCE: OSCEOLA COUNTY FINAL 2023 TAX ROLL.

Missing Middle Housing

Missing Middle Housing is a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes—located in walkable neighborhoods. The Missing Middle Housing types offer a variety of housing options, including duplexes, fourplexes, cottage courts, and multiplexes. These small-scale buildings integrate smoothly into existing residential neighborhoods, enhancing walkability, locally-serving retail, and public transportation. They address the mismatch between the current U.S. housing stock and changing demographics, such as smaller family sizes and limited financial resources, while meeting the growing demand for walkable communities.

For the purposes of this market assessment, Missing Middle Housing was classified as single family detached and attached, as well as multi-family residential properties with fewer than 10 units within the CRA.

The figure below illustrates the composition of residential parcel type by total housing units within the CRA according to Osceola County Property Appraiser's Final 2023 Tax Roll.

Housing Vacancy and Tenure

Based on the latest 2024 estimates from ESRI, the percentage of vacant housing units within the CRA at 9.5% is slightly lower than that of the County and City at 11.9% and 12.3%, respectively. This suggests that housing trends in the County, City, and CRA exhibit similar patterns regarding housing types and seasonality.

In addition, most CRA sub-areas, except for Shingle Creek and Gateway, had vacancy rates less than that of the overall CRA. The table below shows the 2024 estimates for occupied and vacant housing units in the County, City, CRA, and its sub-areas.

The total number of households represents the number of occupied housing units, while the term "persons per household" indicates the average number of people living in each household. Based on 2024 estimates, the average persons per household is 3.0 in the County and 2.9 in the City. In contrast, the CRA has a slightly lower average of 2.8 persons per household.

Based on 2024 estimates, the household tenure in the City and CRA is predominately renter-occupied. During this same time period, the distribution of household tenure within the CRA's sub-areas shows slight variations compared to the overall CRA. Most sub-areas—except for NeoVine and Orange Gardens—are predominantly renter-occupied which may be driven by the larger number of

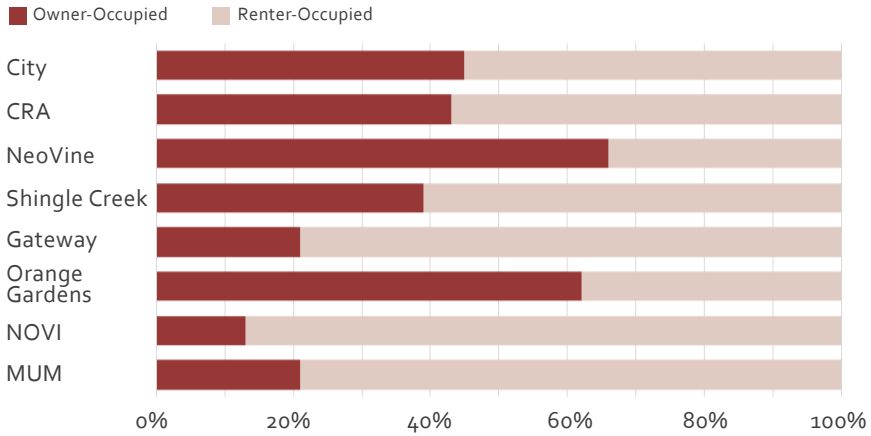
multi-family units compared to single family units within those sub-areas. The figure below illustrates the housing tenure within the City, CRA, and its sub-areas as of 2024 estimates.

TABLE 24. HOUSING VACANCY, 2024 ESTIMATES

	Total Housing Units	% Occupied	% Vacant
County	179,770	88.1%	11.9%
City	32,240	87.7%	12.3%
CRA	2,415	90.5%	9.5%
NeoVine	529	96.4%	3.6%
Shingle Creek	505	83.7%	16.3%
Gateway	486	76.8%	23.2%
Orange Gardens	298	91.9%	8.1%
NOVI	108	91.8%	8.2%
MUM	489	90.6%	9.4%

SOURCE: U.S. CENSUS BUREAU; ESRI 2024 ESTIMATES.

FIGURE 53. HOUSING TENURE, 2024 ESTIMATES



SOURCE: U.S. CENSUS BUREAU; ESRI 2024 ESTIMATES.

Residential Dwelling Unit Values

According to Osceola County Property Appraiser's Final 2023 Tax Roll, the average market value per dwelling unit within the CRA was greater within single family units, followed by multi-family and residential condo units. On average, the residential dwelling units within the CRA are achieving market values approximately 30% lower than those observed within the City as of year-end 2023.

In addition, compared to the overall CRA, the NeoVine and Orange Gardens sub-areas had slightly higher average market values for their single-family units, while NeoVine and Gateway had higher average market values for their multi-family units. All CRA sub-areas with residential condos, except for Shingle Creek, had higher average market values compared to those observed within the CRA. The table below shows the year-end average market values for residential dwelling units in the County, City, CRA, and its sub-areas.

TABLE 25. AVERAGE MARKET VALUE(S) FOR RESIDENTIAL DWELLING UNITS, YEAR-END 2023

	Single-Family	Multi-Family	Res. Condo	Mobile Home
County	$346,950	$162,210	$423,350	$151,860
City	$291,100	$132,780	$154,500	$173,600
CRA	$207,750	$103,110	$96,190	$–
NeoVine	$215,670	$150,600	$124,570	$–
Shingle Creek	$–	$93,085	$52,545	$–
Gateway	$–	$169,040	$118,990	$–
Orange Gardens	$218,260	$–	$–	$–
NOVI	$191,520	$81,740	$–	$–
MUM	$181,500	$87,380	$147,440	$–

SOURCE: OSCEOLA COUNTY FINAL 2023 TAX ROLL; GAI CONSULTANTS.

6.3 Market Potential Analysis

The market potential analysis draws upon the previously described inventory analysis for commercial and residential markets, and comprises the following: population and employment projections for the CRA, and potential demand and supply of commercial and residential inventory within the CRA over the next 15-year period, 2025 through 2039 (i.e., projection period).

Population and Employment Projections

Population Projections

The Bureau of Economic and Business Research (BEBR) has been instrumental in providing population projections for Florida and its counties since the 1970s. BEBR provides a high, moderate, and low (H-M-L) growth projection extending to 2050 for all Florida counties; these projections are considered an industry standard when approaching population projections for counties in Florida. Although the *moderate scenario* is considered the most accurate forecast of future population change, the high and low scenarios illustrate a range of possible outcomes. It is important to note that the population projections provided through BEBR solely reflect Florida residents, and exclude any seasonal population change as a result of tourism and visitation.

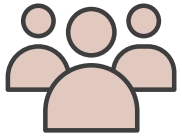
In 2024, total population was estimated to be about 455,875 persons within the County, 84,023 persons within the City, and 4,970 persons within the CRA. Over the past 10-years, 2015 to 2024, the City has captured an annual average of 20.4% of the total population within the County. Whereas, the CRA has captured an annual average of only 1.1% of the total population within the County during this same time frame. Applying these capture rates to the County's total estimated population according to BEBR's projections, in addition to the City and CRA's compound annual growth rates (CAGR) over the past 10 years, the City and CRA's H-M-L future population growth can also be estimated throughout the projection period.

Throughout the 15-year projection period, the City's population is estimated to experience a CAGR between 1.3% and 3.6%, which is consistent with the 2.5% growth rate shown in Table 1. With these growth rates, the City's population is projected to be between 103,150 persons and 148,200 people by 2039. Comparatively, the CRA's population is estimated to experience a CAGR between 1.3% and 3.5%, resulting in total population between 6,150 persons and 8,675 persons by 2039.

To emphasize, the *moderate scenario* is considered the most accurate forecast of future population change. In the *moderate scenario*, total population is estimated to grow at a CAGR of 2.5% for the City and CRA; with the City and CRA experiencing a 50% and 49% increase, respectively, in total population growth by 2039. In the *moderate scenario*, total population is estimated to be 125,680 persons in the City and 7,411 persons in the CRA by 2039.

By applying the average capture of the CRA's total population based on YTD 2024 estimates (as illustrated in Figure 1), the population growth for the CRA sub-areas can be projected throughout 2039. The following table illustrates the *moderate scenario* of population projections for the County, City, CRA, and its sub-areas from 2024 estimates to 2039 projections.

Population | 2039 Projection



7,410 | CRA

125,670 | City

615,005 | County

5.9%
OF THE CITY'S POPULATION

SOURCE: BEBR; GAI CONSULTANTS. NOTE: REFLECTS MODERATE SCENARIO.

TABLE 26. POPULATION PROJECTIONS | MODERATE SCENARIO, 5-YEAR INCREMENTS

	2024 Est.	2029 Proj.	2034 Proj.	2039 Proj.	Net Increase[1]
County	455,875	519,080	572,160	615,500	159,625
City	84,023	103,472	115,971	125,676	41,653
CRA	4,970	5,993	6,791	7,411	2,441
NeoVine	1,808	2,180	2,471	2,696	888
Shingle Creek	176	212	241	262	86
Gateway	457	551	624	681	224
Orange Gardens	926	1,117	1,265	1,381	455
NOVI	167	201	228	249	82
MUM	1,436	1,731	1,962	2,141	705

SOURCE: ESRI 2024 ESTIMATES; BEBR; GAI CONSULTANTS. NOTE: (1) REFLECTS THE NET INCREASE FROM 2024 ESTIMATES TO 2039.

Employment Projections

The annual average ratio of establishment employment to total population in the County is 28.04 jobs per 100 people. By applying this ratio to the County's projected population according to BEBR, in addition to the County's historic employment growth rates over the past 10 years, H-M-L future employment growth can also be estimated throughout the projection period.

As of 2024 estimates, total employment was estimated to be nearly 117,942 employees within the County, 30,248 employees within the City, and 8,137 employees within the CRA. Over the past 10-years, 2015 to 2024, the City has captured an annual average of 25.9% of the total employment within the County. Whereas, the CRA has captured an annual average of only 7.0% of the total employment within the County during this same time frame. Applying these capture rates to the County's total projected employment, in addition to the City and CRA's compound annual growth rates (CAGR) over the past 10 years, the City and CRA's H-M-L future employment growth can also be estimated throughout the projection period.

Throughout the 15-year projection period, the City's employment is estimated to experience a CAGR between 1.4% and 3.6%, which is consistent with the 3.4% growth rate shown in Table 8. With these growth rates, the City's employment is projected to be between 37,800 employees and 53,380 employees by 2039. Comparatively, the CRA's employment is estimated to experience a CAGR between 1.2% and 3.3%, resulting in total employment between 9,800 employees and 13,700 employees by 2039.

Relative to future population change, the *moderate scenario* is considered the most accurate forecast of future employment growth. In the *moderate scenario*, total employment is estimated to grow at a CAGR of 2.6% for the City and 2.3% for the CRA; with the City and CRA experiencing a 51% and 45% increase, respectively, in total employment by 2039. In the *moderate scenario*, total employment is estimated to be 45,600 employees in the City and 11,800 employees in the CRA by 2039.

By applying the average capture of the CRA's total employees based on YTD 2024 estimates (as illustrated in Figure 4), the employment growth for the CRA sub-areas can be projected throughout 2039. The following table illustrates the *moderate scenario* of employment projections for the County, City, CRA, and its sub-areas from 2024 estimates to 2039 projections.

TABLE 27. EMPLOYMENT PROJECTIONS | MODERATE SCENARIO, 5-YEAR INCREMENTS

	2024 Est.	2029 Proj.	2034 Proj.	2039 Proj.	Net Increase[1]
County	117,942	146,320	161,887	174,544	56,602
City	30,248	36,825	41,811	45,586	15,338
CRA	8,137	9,451	10,757	11,765	3,628
NeoVine	1,061	1,232	1,403	1,534	473
Shingle Creek	534	620	706	772	238
Gateway	957	1,112	1,265	1,384	427
Orange Gardens	126	146	167	182	56
NOVI	2,536	2,946	3,353	3,667	1,131
MUM	2,922	3,394	3,863	4,225	1,303

SOURCE: ESRI 2024 ESTIMATES; BEBR; GAI CONSULTANTS. NOTE: (1) REFLECTS THE NET INCREASE FROM 2024 ESTIMATES TO 2039.

Commercial And Residential Space Demand Analysis

Space Utilization

Space utilization per employee, particular to specific building types or industries, represents the typical square feet (SF) needed per employee and is a commonly used metric for measuring employment intensity and capacity. Although other factors, such as remote work and co-working space, can impact how much square footage is actually needed per employee. Space utilization per employee is generally a good indicator of space needed for both comfort and productivity in a physical setting.

To note, office space requires significantly less square footage per employee than retail space—this is not surprising as retail space depends largely on "foot traffic" and requires substantially more accommodation space for customers. Whereas, industrial space may require more square footage per employee due to the need for extensive storage, machinery, and operational areas.

As of 2024 estimates within the CRA, the square footage per employee was approximately 235 sq. ft. for office space, 875 sq. ft. for retail space, and 1,220 sq. ft. for industrial/flex space. As the CRA continues to grow in terms of population, employment, and inventory of commercial and residential space, it is reasonable to assume the potential development opportunities will support the space utilization per employee currently being achieved in the marketplace.

To note, this space utilization analysis is intended to help guide the amount of square footage necessary to accommodate employees in both a comfort and productivity capacity for new commercial developments within the CRA.

New Commercial Demand

Demand for new commercial space is a function of the type and nature of the employment industry it supports. Although the CRA has strong accommodation and food services, retail trade, construction, and health care and social assistance industries, the City and County are anticipated to remain the major draws for regional professional employment. As a result, most employment growth and the subsequent demand for commercial space in the CRA will likely be driven by the need to support personal services, as well as neighborhood retail and restaurants.

Based on the H-M-L projections of population and employment through 2039, and considering the space utilization per employee ratios described previously, the CRA will require an increase of approximately 710,800 square feet to 3.0 million square feet of additional commercial space (i.e., office, retail, and industrial/flex space) to support new demand. The following table illustrates the estimated total commercial space square footage throughout the projection period which may be reasonably achievable based on the *moderate scenario* demand projections.

This demand analysis predicts that in the near-term, 2025 to 2034, the rates of growth will be slightly higher, between 0.9% and 3.2%, as the CRA reacts to potential development opportunities to accommodate new population and employment growth. Throughout the remaining projection period, new commercial space construction is predicted to grow at a slightly slower, steady rate between 0.7% and 2.1% CAGR, as supply of vacant commercial land lessens and redevelopment of existing space comprises the majority of additional growth in commercial space. These rates of growth are slightly higher than what the CRA has previously achieved over the past 15-year period, 2010 to 2024 estimates.

In the *moderate scenario*, total combined commercial development is estimated to grow at a CAGR of 2.0% in the CRA. Demand for retail space will dominate new commercial development within the CRA, accounting for 67% of new growth by 2039; while office and industrial/flex space will make up a smaller share of new commercial development, at 21% and 11%, respectively.

Using the average capture of the CRA's commercial space inventory based on YTD 2024 estimates, the commercial growth for the CRA sub-areas can be projected through 2039. The following table illustrates the *moderate scenario* of combined commercial inventory (i.e., office, retail, and industrial/flex space) for the CRA and its sub-areas, from 2024 estimates to 2039 projections.

TABLE 28. COMBINED COMMERCIAL SPACE PROJECTIONS | MODERATE SCENARIO, 5-YEAR INCREMENTS, IN THOUSANDS

	2024 Est.	2029 Proj.	2034 Proj.	2039 Proj.	Net Increase[1]
CRA	4,939.6	5,450.8	6,203.9	6,785.2	1,845.6
NeoVine	935.4	1,032.2	1,174.9	1,284.9	349.5
Shingle Creek	532.8	587.9	669.2	731.9	199.1
Gateway	506.7	559.2	636.5	696.1	189.3
Orange Gardens	50.7	55.9	63.7	69.6	18.9
NOVI	1,631.9	1,800.8	2,049.7	2,241.7	609.7
MUM	1,282.0	1,414.7	1,610.1	1,761.0	479.0

SOURCE: COSTAR GROUP; U.S. CENSUS BUREAU LEHD; GAI CONSULTANTS.
NOTE: (1) REFLECTS THE NET INCREASE FROM 2024 ESTIMATES TO 2039.TOTALS MAY NOT ADD DUE TO ROUNDING.

New Residential Demand

Demand for new household formation from population growth is not exclusively a product of the supply and sales of residential housing units, but the area's capacity to meet overall housing demand, which depends on a steady supply of new housing units. Absent the construction of new housing units, population growth within the CRA is likely to stagnate. Therefore, it is crucial to view new housing stock as an opportunity to accommodate new households and provide existing households with mobility options. Ultimately, this ensures that housing supply meets demand. To emphasize, a household includes all the persons who occupy a housing unit as their usual place of residence; whereas, a housing unit is a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as separate living quarters.

Based on the *moderate scenario* of population projections through 2039, and taking into account the average number of persons per households as well as the annual vacancy rates due to seasonality, the CRA will need to increase its housing stock by approximately 600 units to meet the net new residential demand. Total residential development is estimated to grow at a CAGR of 1.4% in the CRA throughout the projection period, which is slightly lower than the 2.6% housing unit growth rate the CRA has previously achieved over the past 15-year period, 2010 to 2024 estimates.

By applying the average capture of the CRA's total housing units based on YTD 2024 estimates (as illustrated in Figure 21), the housing unit growth for the CRA sub-areas can be projected throughout 2039. The following table illustrates the *moderate scenario* of housing unit projections for the CRA and its sub-areas from 2024 estimates to 2039 projections.

TABLE 29. COMBINED HOUSING UNIT PROJECTIONS | MODERATE SCENARIO, 5-YEAR INCREMENTS

	2024 Est.	2029 Proj.	2034 Proj.	2039 Proj.	Net Increase[1]
CRA	2,415	2,357	2,712	3,015	600
NeoVine	529	516	594	660	131
Shingle Creek	505	493	567	630	125
Gateway	486	474	546	607	121
Orange Gardens	298	291	335	372	74
NOVI	108	105	121	135	27
MUM	489	477	549	610	121

SOURCE: OSCEOLA COUNTY FINAL 2023 TAX ROLL; GAI CONSULTANTS. NOTE: (1) REFLECTS THE NET INCREASE FROM 2024 ESTIMATES TO 2039.

The CRA will need to accommodate 1.8 million square feet of new commercial space and 600 new housing units by 2039 to support the population and employment projections in the *moderate scenario*.

Proximate Residential and Non-Residential Capacity (Supply)

While the land required to accommodate this commercial and residential demand growth is uncertain—either due to existing vacant lands not being planned for development or being used in ways that do not permit for commercial or residential development—what is known is that the CRA has approximately 139 vacant commercial (including office, retail, and industrial/flex) and institutional acres, and about 11.5 vacant residential acres according to Osceola County Property Appraiser's Final 2023 Tax Roll.

The Vine Street CRA Area Assessment report outlines various residential and non-residential densities and intensities within the CRA. These include the Mixed-Use Vine Street (MU-V) Future Land Use (FLU), which features of an equal mix of residential and non-residential uses, the Single Family Low Density Residential (SF-LDR) FLU, and the Office-Residential (OR) FLU.

By applying these maximum densities and intensities to the available vacant residential and non-residential land within the CRA designated to these FLU categories, the total permissible number of dwelling units (DU) within the CRA is approximately 3,600 units, with the total square footage allocated to non-residential uses being about 3.47 million square feet, as shown in the following table.

This residential and non-residential capacity is expected to be sufficient to meet future population and employment growth, as well as housing and commercial demand needs through the 15-year projection period, 2025 to 2039.

It is important to note that this proximate capacity (supply) analysis only considered vacant lands within the CRA, as outlined in the Vine Street CRA Area Assessment Report. Additionally ,the redevelopment of existing properties and sites within the CRA at higher densities and intensities may also be considered to meet future demand.

TABLE 30. COMMERCIAL AND RESIDENTIAL SUPPLY OF EXISTING VACANT CRA LANDS

FLU	Vacant Acres	Maximum Density/ Intensity	Total Permissible Development
MU-V[1]	179.38	40 DU/AC 6.0 FAR	3,588 DU 23.4M Sq. Ft.
OR	0.74	9 DU/AC 1.0 FAR	7 DU 32,214 Sq. Ft.
SF-LDR	1.01	6 DU/AC	6 DU

SOURCE: OSCEOLA COUNTY FINAL 2023 TAX ROLL; CITY OF KISSIMMEE; GAI CONSULTANTS. NOTE: DU/AC REFLECTS DWELLING UNIT PER ACRE. FAR REFLECTS FLOOR AREA RATIO. (1) TOTAL DEVELOPMENT CALCULATED ASSUMING 50/50 SPLIT BETWEEN RESIDENTIAL AND NON-RESIDENTIAL ACRES.

Prepared by:





VINE STREET
COMMUNITY REDEVELOPMENT AREA
PLAN UPDATE

Final Plan Presentation

Kissimmee CRA Board

08.18.2026

Prepared by:

gai consultants

COMMUNITY SOLUTIONS GROUP

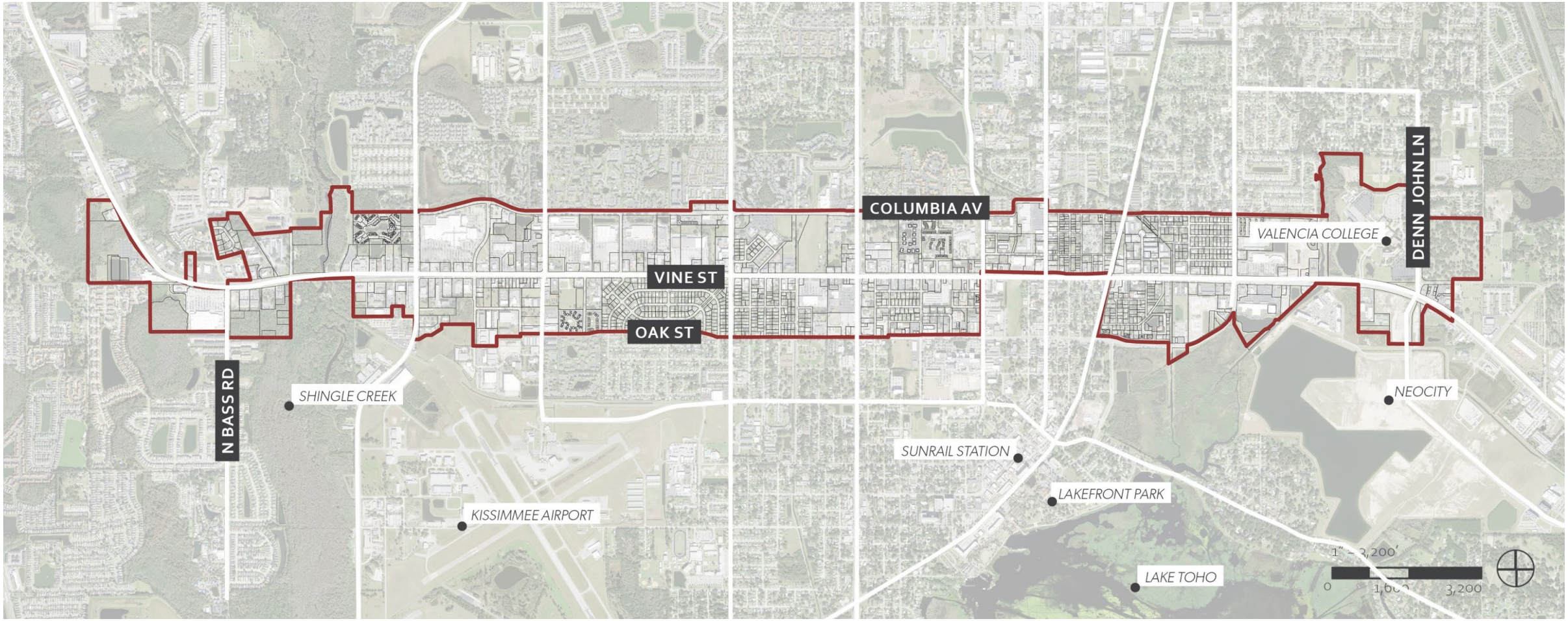
AGENDA

- Our Assignment, Process, and Timeline
- Area Background and Assessment
- Listening to the Community
- 2026 Plan Guiding Principles, Goals and Actions

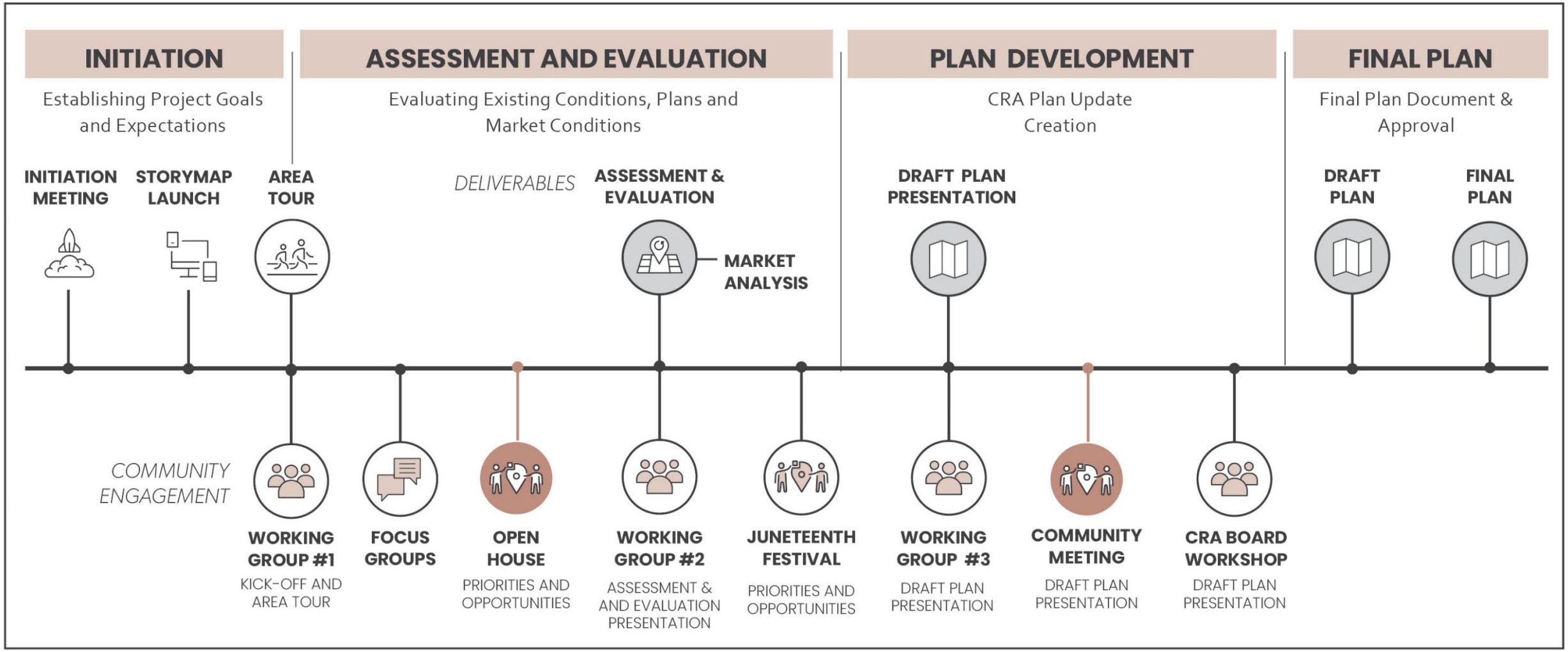
Assignment , Process and Timeline

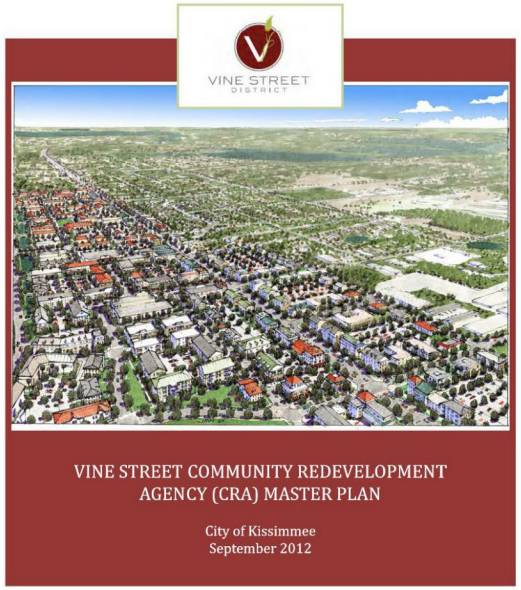
Vine Street CRA is a 5-mile long corridor spanning 1,333 acres from N Bass Road to the west to Denn John Lane to the east. It extends one-quarter mile of Vine Street (US 192) on the north to Columbia Avenue and on the south to Oak Street.

Vine Street CRA Plan Update



Timeline


INITIATION
Establishing Project Goals and Expectations
ASSESSMENT AND EVALUATION
Evaluating Existing Conditions, Plans and Market Conditions
PLAN DEVELOPMENT
CRA Plan Update Creation
FINAL PLAN
Final Plan Document & Approval
INITIATION MEETING
STORYMAP LAUNCH
AREA TOUR
DELIVERABLES
ASSESSMENT & EVALUATION
MARKET ANALYSIS
DRAFT PLAN PRESENTATION
DRAFT PLAN
FINAL PLAN
COMMUNITY ENGAGEMENT
WORKING GROUP #1
KICK-OFF AND AREA TOUR
FOCUS GROUPS
OPEN HOUSE
PRIORITIES AND OPPORTUNITIES
WORKING GROUP #2
ASSESSMENT & AND EVALUATION PRESENTATION
JUNETEENTH FESTIVAL
PRIORITIES AND OPPORTUNITIES
WORKING GROUP #3
DRAFT PLAN PRESENTATION
COMMUNITY MEETING
DRAFT PLAN PRESENTATION
CRA BOARD WORKSHOP
DRAFT PLAN PRESENTATION



WHAT IS A CRA PLAN?

Every Community Redevelopment Area (CRA) is tasked with formulating and executing a tailored CRA Plan designed to address the distinct needs of the designated area. This plan should articulate overarching objectives for the region and define specific project types. Importantly, the CRA Plan is a dynamic document that should be regularly updated to align with the evolving requirements within the CRA environment.

SOURCE: (SOURCE: FLORIDA REDEVELOPMENT AGENCY)

- **Operations:** Funds support the CRA's administration and operations, including planning, community engagement, and project implementation.
- **Projects:** It finances streetscapes, infrastructure upgrades, affordable housing, parks, and public spaces to enhance the area's appeal and functionality.
- **Blight:** TIF helps address conditions of slum and blight, aiming to improve economic activity and quality of life in distressed areas.
- **Infill Redevelopment:** TIF funds are used for land or property acquisition and preparation, facilitating infill redevelopment to optimize land use and attract private investment.
- **Economic Growth:** Funds are used to attract businesses, create jobs, and diversify the economic base.

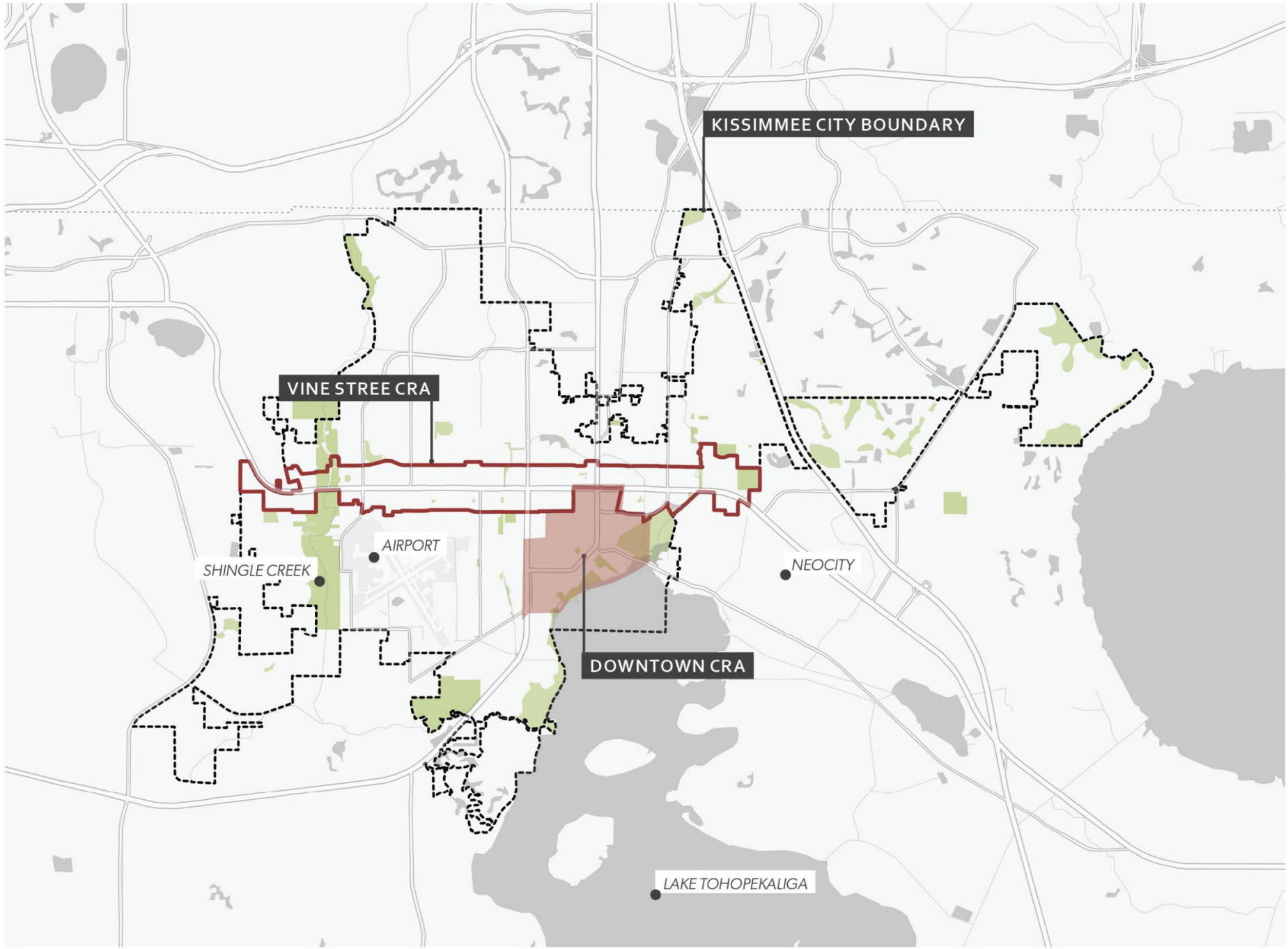
TIF REVENUE PROJECTIONS (2025 to 2042)

TABLE 3. TAX INCREMENT REVENUES (2025-2042), MODERATE PROJECTION SCENARIO

FY Year	Total Taxable Value	Total Increment Value less Base Year[1]	City Contribution at 95%[2]	County Contribution at 70%[2,3]	Total Annual Tax Increment
2025	$739,101,100	$361,900,200	$1,590,200	$1,697,300	$3,287,500
2026	$766,346,500	$389,145,600	$1,709,900	$1,825,100	$3,535,000
2027	$794,136,700	$416,935,800	$1,832,000	$1,955,400	$3,787,400
2028	$822,482,700	$445,281,800	$1,956,600	$2,088,400	$4,045,000
2029	$851,395,800	$474,194,900	$2,083,600	$2,224,000	$4,307,600
2030	$880,887,000	$503,686,100	$2,213,200	$2,362,300	$4,575,500
2031	$910,968,000	$533,767,100	$2,345,400	$2,503,400	$4,848,800
2032	$941,650,600	$564,449,700	$2,480,200	$2,647,300	$5,127,500
2033	$972,947,100	$595,746,200	$2,617,700	$2,794,000	$5,411,700
2034	$1,004,869,400	$627,668,500	$2,758,000	$2,943,800	$5,701,800
2035	$1,037,430,100	$660,229,200	$2,901,100	$3,096,500	$5,997,600
2036	$1,070,642,100	$693,441,200	$3,047,000	$3,252,200	$6,299,200
2037	$1,104,519,200	$727,318,300	$3,195,900	$3,411,100	$6,607,000
2038	$1,139,072,700	$761,871,800	$3,347,700	$3,573,200	$6,920,900
2039	$1,174,318,300	$797,117,400	$3,502,600	$3,738,500	$7,241,100
2040	$1,204,195,800	$826,994,900	$3,633,800	$3,878,600	$7,512,400
2041	$1,234,670,800	$857,469,900	$3,767,800	$4,021,500	$7,789,300
2042[4]	$1,265,755,300	$888,554,400	$3,904,300	$4,167,300	$8,071,600
		Total	**$48,887,000**	**$52,179,900**	**$101,066,900**

SOURCE: FDOR; OSCEOLA COUNTY PROPERTY APPRAISER; CITY OF KISSIMMEE; GAI CONSULTANTS. NOTES: REPRESENTS THE MODERATE SCENARIO. TOTALS MAY NOT ADD DUE TO ROUNDING. (1) ASSUMES 2012 BASE YEAR OF $377,200,930. (2) APPLIES MILLAGE RATE OF 4.6253 FOR THE CITY AND 6.7000 FOR THE COUNTY. (3) 70% PARTICIPATION RATE PER INTERLOCAL AGREEMENT (RESOLUTION #12-064R). (4) THE AGENCY'S CURRENT SUNSET DATE, 2042.

Background and Area Overview



31% of the business in the City of Kissimmee are located in the Vine Street CRA

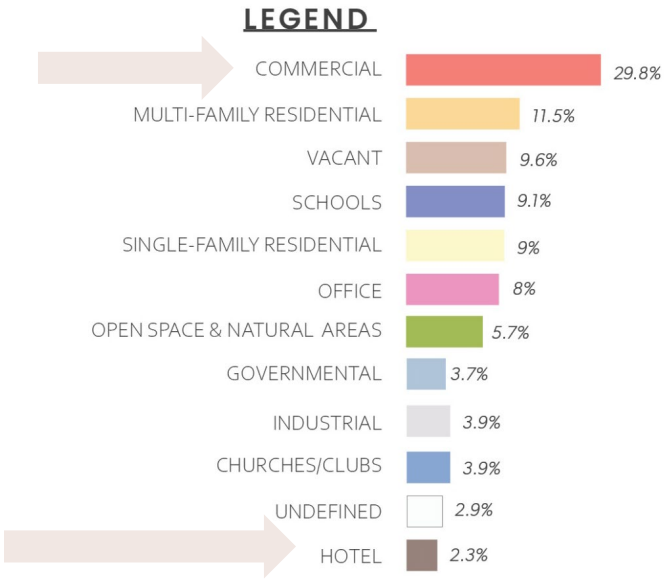
EXTEND
5-miles Long
1,333 Acres

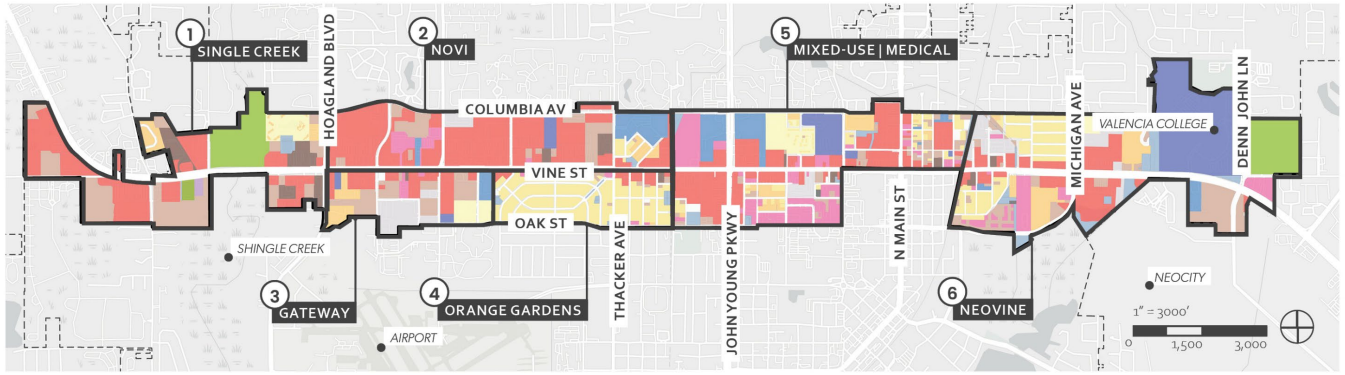
RESIDENTS
CRA: 4,968
CITY: 84,023

EMPLOYMENT
CRA: 8,574
CITY: 3o,804

BUSINESS
CRA: 1,273
CITY: 4,063

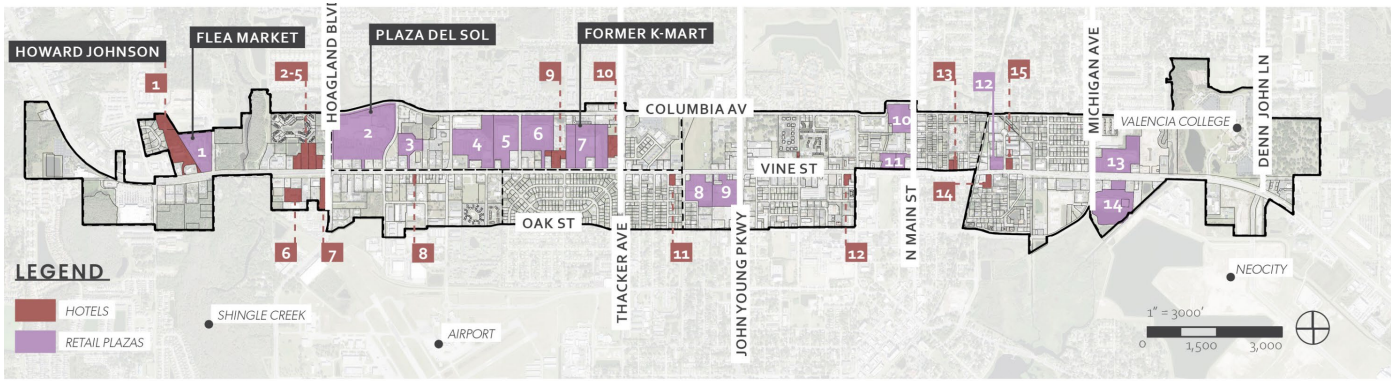
Land Uses Today





17 hotel sites and as of YTD 2024 estimates, the CRA had a total of 1,314 hotel rooms, comprising 88% of the total hotel rooms within the City.

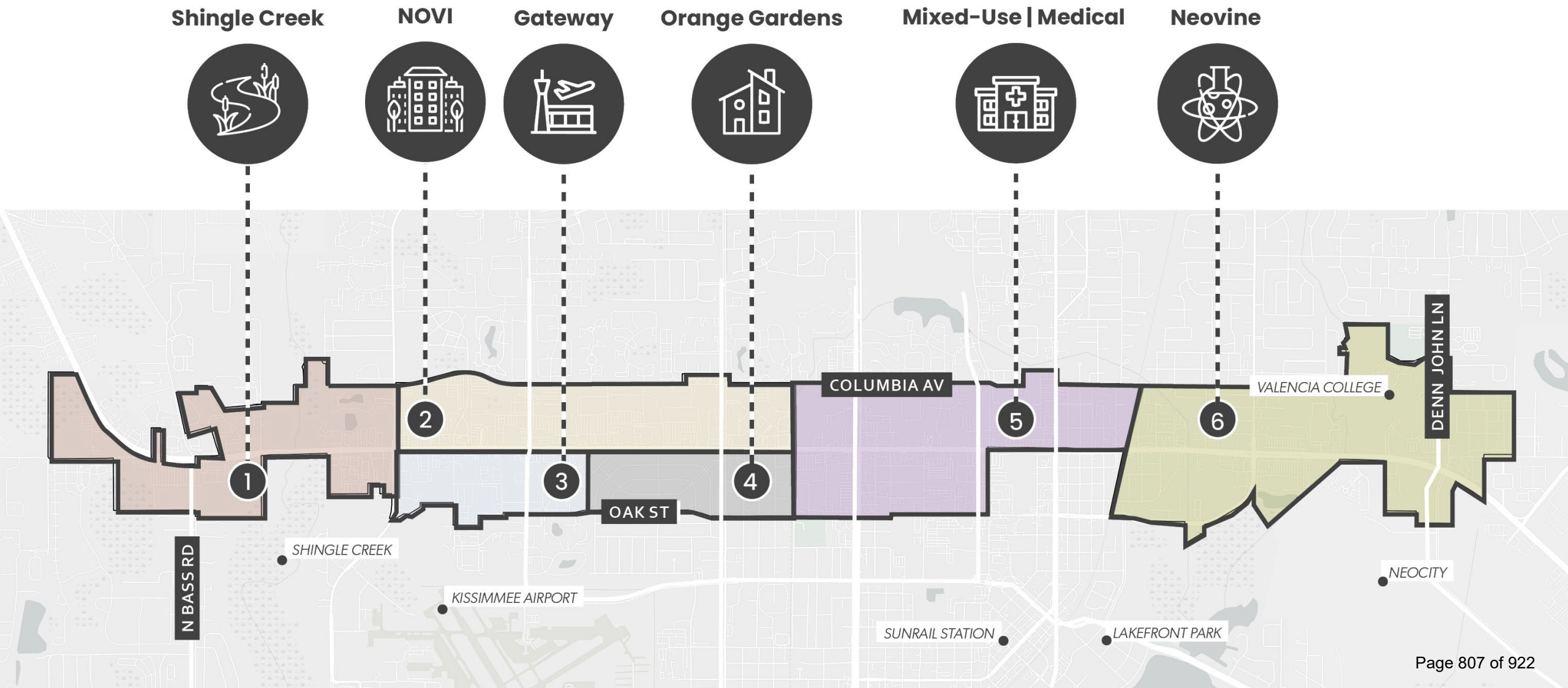
14 shopping plazas, which the majority of them were built before 1990



Demographics and Socio Economics Summary

- Total population increased 30% (1,154 persons) in the CRA since 2010.
- In the CRA, approximately 67% of the population is within the working-age population, ages 15 to 64.
- 81% of the CRA population obtained a high school diploma/GED or more advanced degree.
- Based on 2024 estimates, 68% of the CRA's total population is of Hispanic ethnicity.
- The largest concentration of households within the CRA and the City has household incomes between $15,000 and $34,999.
- Over 58% of the households within the CRA have incomes less than $50,000.
- CRA comprises 26.9% of the City's total employment.
- Since 2010, all CRA sub-areas have experienced positive employment growth rates
- The unemployment rate within the CRA at 2.0% is lower than that of the County (3.8%) and the City (3.7%)
- Dominant industries within the CRA are accommodation and food services, retail trade, construction, and health care, which account for 57% of total employment.
- Professional employment comprises 21% in the City and 18% in the CRA.

Sub-Areas


Shingle Creek
NOVI
Gateway
Orange Gardens
Mixed-Use | Medical
Neovine
1
2
3
4
5
6
COLUMBIA AV
OAK ST
N BASS RD
SHINGLE CREEK
KISSIMMEE AIRPORT
SUNRAIL STATION
LAKEFRONT PARK
VALENCIA COLLEGE
DENN JOHN LN
NEOCITY

SHINGLE CREEK



SHINGLE CREEK



HOWARD JOHNSON AND FLEA MARKET



HOTELS

NOVI



FORMER K-MART PLAZA



PLAZA DEL SOL



BAKERY BUSINESS ON VINE STREET

GATEWAY



VINE STREET AND DYER BLVD



WAREHOUSE ON DYER BLVD



COMMERCIAL ON VINE ST AND DYER BLVD

ORANGE GARDENS



ORANGE GARDENS BIRDS EYE VIEW



OAK STREET



ORANGE GARDENS HOME

MIXED-USE MEDICAL



OFFICE BUILDING ON OAK ST



COMMERCIAL PLAZA ON VINE ST



SINGLE-FAMILY HOMES ON BAY ST

NEOVINE



VALENCIA COLLEGE



COMMERCIAL PLAZA



INDUSTRIAL USE

Assets

- Regional Connectivity
- Proximity to the Airport
- Proximity to NeoCity
- Natural Resources and Trails
- Valencia College Campus
- Established Business
- Infill Development Opportunities



SHINGLE CREEK



ORANGE GARDENS NEIGHBORHOOD



SOUTH STATE BANK ON OAK STREET



MOTORCYCLE CLINIC ON VINE STREET



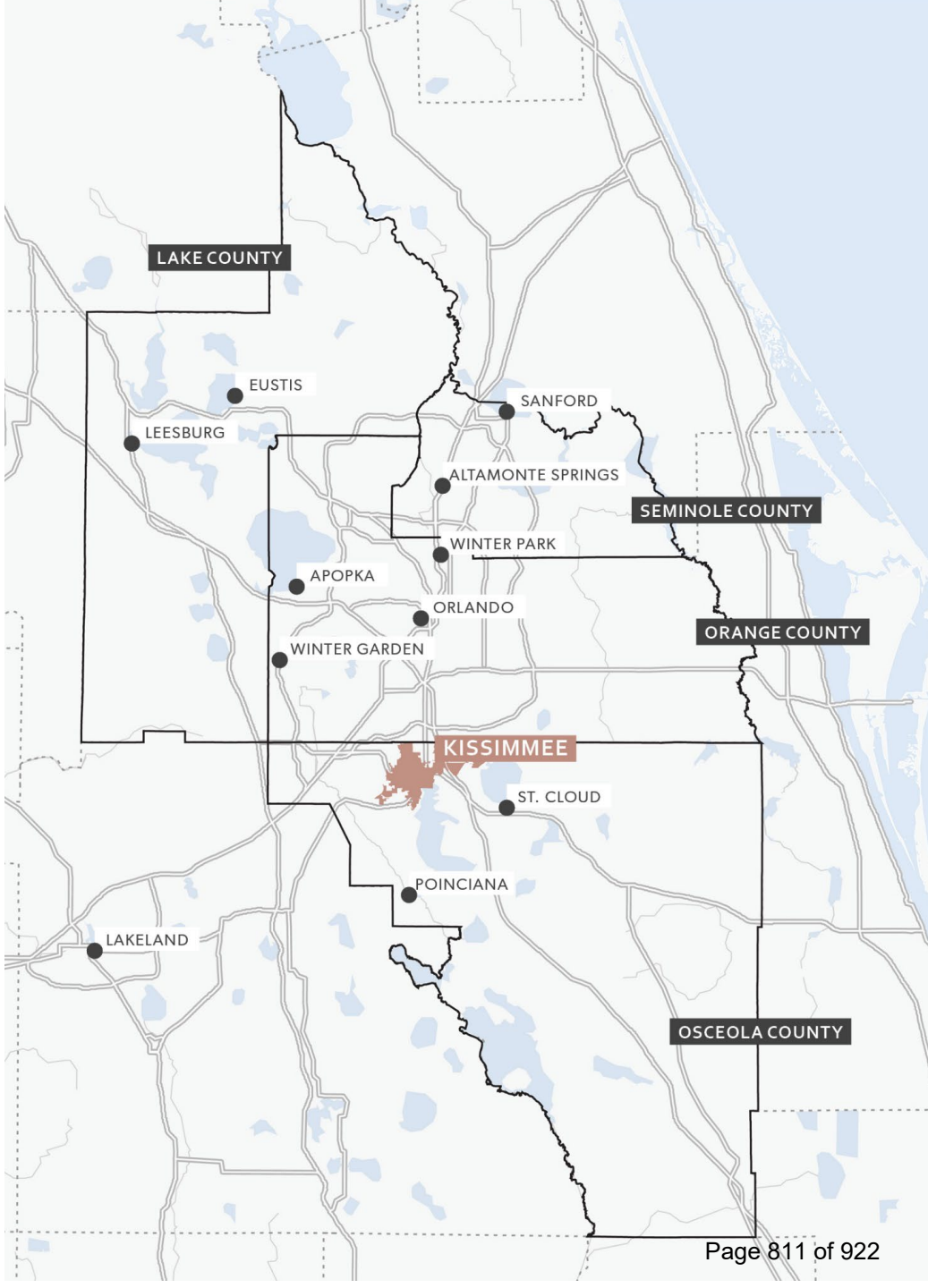
VALENCIA COLLEGE - KISSIMMEE CAMPUS



INFILL DEVELOPMENT POTENTIAL

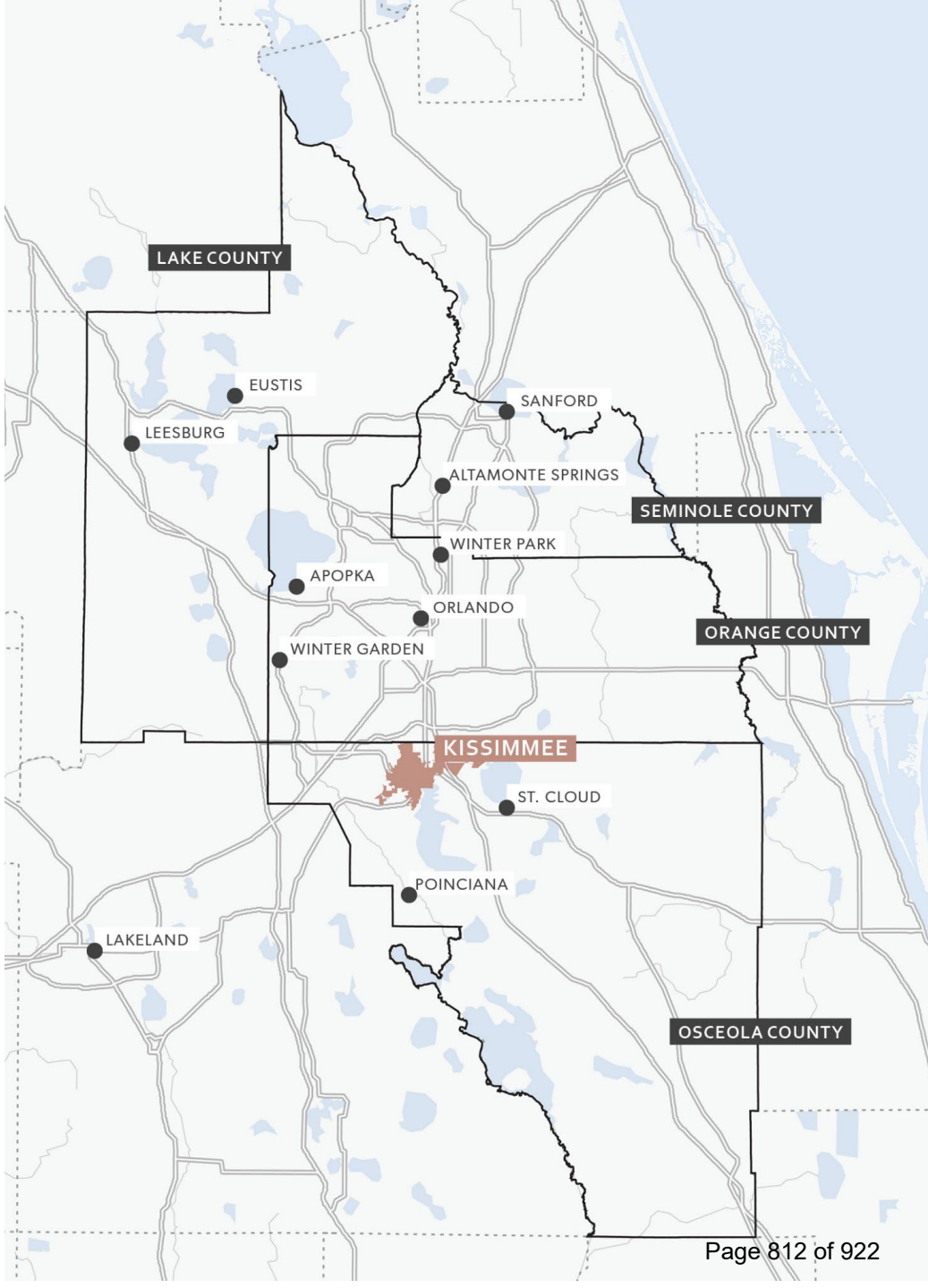
Regional Assets and Their Impact on the CRA

- Tourism and Hospitality
- Healthcare
- Retail and Commercial Services
- Transportation and Logistics
- Aviation and Aerospace
- Education
- Recreation



City and CRA Challenges

- Traffic congestion, Safety, and Transportation Infrastructure
- Affordable Housing
- Unhosed Population
- Hotels
- Workforce Development and Skills Gaps
- Tourism Dependency
- Water Pollution
- Economic Diversification



Comfort and Appearance

Issues include:

- Hotels frequently receive police calls for issues such as drug violations, maintenance problems, and domestic disturbance
- The unhoused population
- Unsafe road conditions for cyclists and pedestrians
- Narrow sidewalks
- Lack of character and cohesion
- Aging building stock
- Vast areas of paved surfaces
- Limited landscape



FORMER K-MART SITE



VINE STREET @ EMORY AVE

Code Enforcement Violations

Code Enforcement Violations (3-year period)

From November 2021 to June 2024 the Code Enforcement Department issued 2,112 citations, which averages 700 a year, to properties in the Vine Street CRA. The top five types of citations are the following listed below, and other citations are represented on the bar graph.

- Establishment without business licenses (628 citations)
- Nonconforming or unpermitted signs or/and banners (339 citations)
- Junk and trash build up (312 citations)
- Oversized vehicles, trailers, boat or abandoned vehicles (273 citations)
- Overgrown or dead landscape (234 citations)

The heat map below represents areas with the highest (dense) and lowest (sparse) concentrations of citations in the corridor. The highest concentrations are in the Shingle Creek, Novi, and Orange Gardens sub-areas.

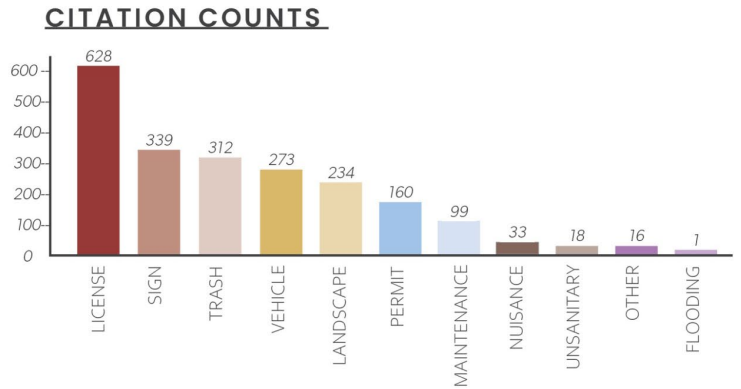
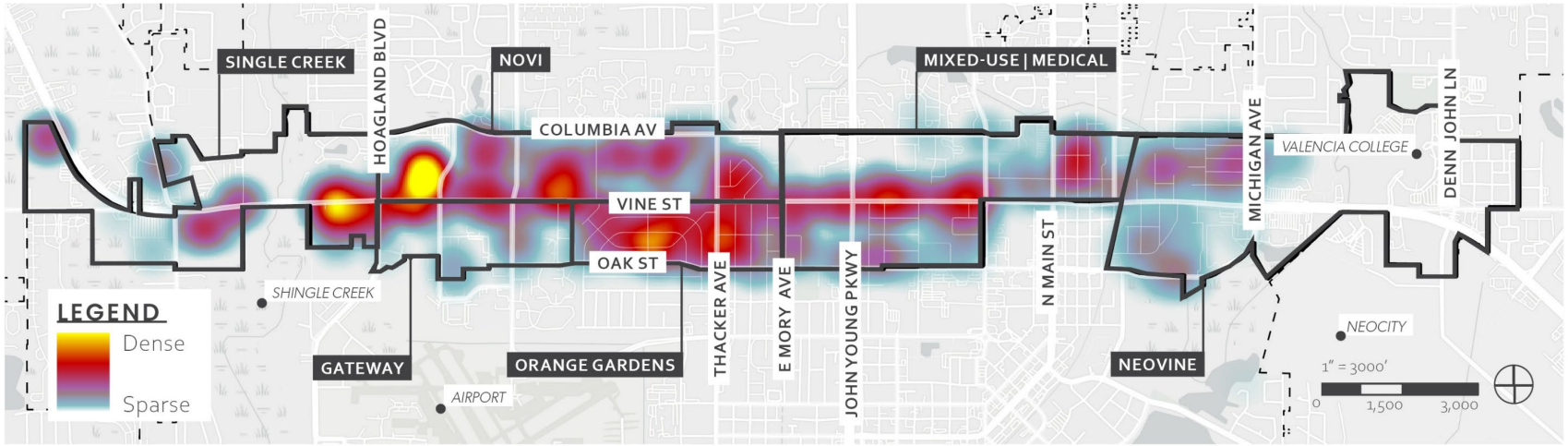


FIGURE 15. VINE ST CRA CODE ENFORCEMENT VIOLATIONS & POLICE CALLS HEAT MAP



SOURCE: CITY OF KISSIMMEE

Market Trends Summary

❑ RETAIL MARKET

- Recent occupancy rates within the CRA sub-areas range from 83.6% to 99.6%
- Average rental rates for the CRA sub-areas average about $9.00 to $26.00 per SF.

❑ OFFICE MARKET

- Recent occupancy rates within the CRA sub-areas range from 79.5% to 100.0%.
- Average rental rates for the CRA sub-areas average about $28.31 to $34.91 per SF

❑ INDUSTRIAL MARKET

- Recent occupancy rates within the CRA sub-areas range from 99.2% to 100.0%.
- Average rental rates for the CRA sub-areas average about $13.93 to $16.45 per SF.

❑ HOTEL MARKET

- Recent occupancy rates within the CRA sub-areas range from 58.5% to 64.2%.
- Average daily rates for the CRA sub-areas average about $59.55 to $71.77 per room.

❑ MULTI-FAMILY MARKET

- Recent occupancy rates within the CRA sub-areas range from 54.1% to 99.5%.
- Average rental rates for the CRA sub-areas average about $958 to $1,490 per unit.

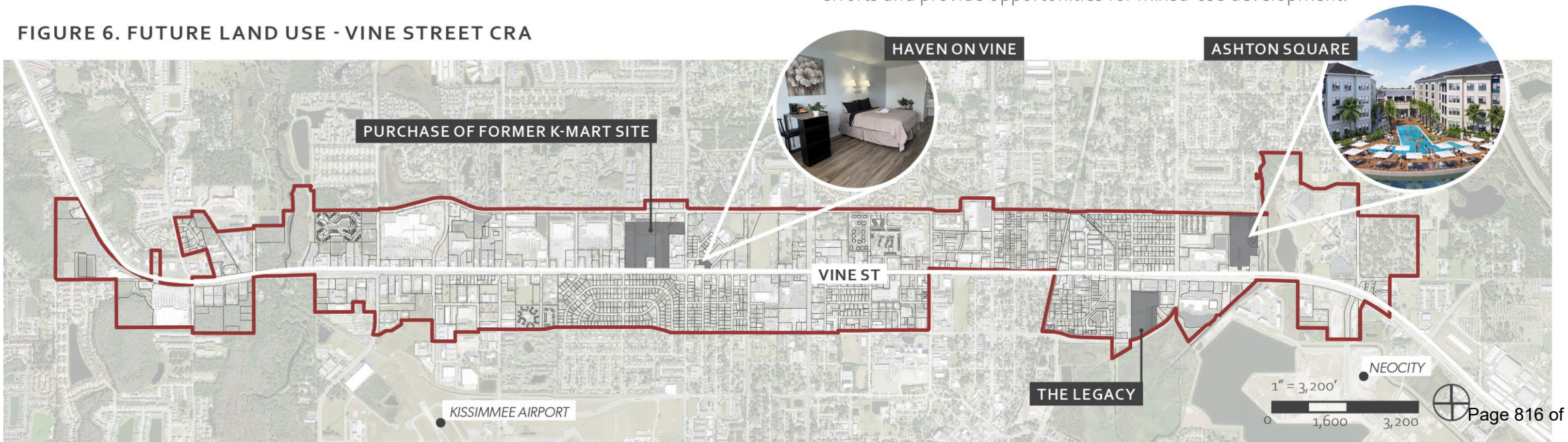
❑ RESIDENTIAL MARKET

- CRA composes 7.5% of the City's total housing units.
- Total housing units in the CRA experienced a net increase of 44% (739 units) since 2010.

Accomplishments

- **Affordable Housing Development:**
  - + Haven on the Vine: In June 2023, the city began transforming the former Super8 Motel on West Vine Street into "Haven on the Vine," an affordable housing complex. The project provides 123 units by addressing housing shortages and revitalizing underutilized properties.
- **Economic Development Initiatives:**
  - + Pioneer Project Incentive Grant: In 2023, the Vine Street CRA awarded a grant to TRJ. 4030 Kissimmee, LLC for the renovation and development of a mixed-use project, demonstrating a commitment to stimulating economic growth in the area.
- **New Development**
  - + Ashton Square: Multi-Family Development
  - + The Legacy: Multi-Family Development
- Partnership with Orlando Economic Partnership (OEP): The city partnered with OEP to attract larger businesses to Vine Street. OEP conducted a year-long market analysis to identify economic opportunities and challenges, providing recommendations to guide future development.
- **Land Acquisition**
  - + Former K-Mart Site Purchase: The CRA purchased the former K-Mart site, a key property for future redevelopment that will contribute to revitalization efforts and provide opportunities for mixed-use development.

FIGURE 6. FUTURE LAND USE - VINE STREET CRA



Future Land Use | CRA

86.9% of the Vine Street CRA falls within the Mixed-Use Future Land Use category.

Vine St CRA Future Land Use

The Vine Street CRA Future Land Use is predominately Mixed Use - Vine Street with 86.9%. This designation places emphasis on infill development, redevelopment, and transit oriented design. The Comprehensive Plan has established the mix of uses to be 0-15% residential and 85-100% nonresidential, allowing a maximum project density and intensity of up to 40 du/ac and 5.0 FAR. The corridor is anchored on either end with large Recreation-designated areas. The following pages provide a description of each future land use category.

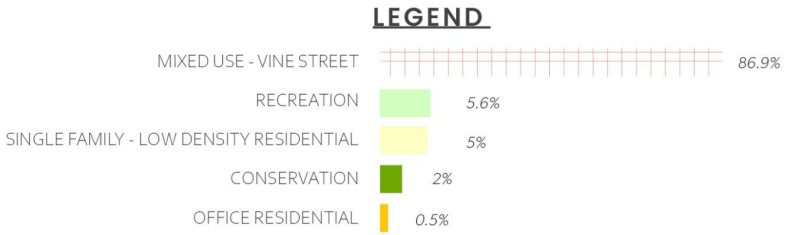
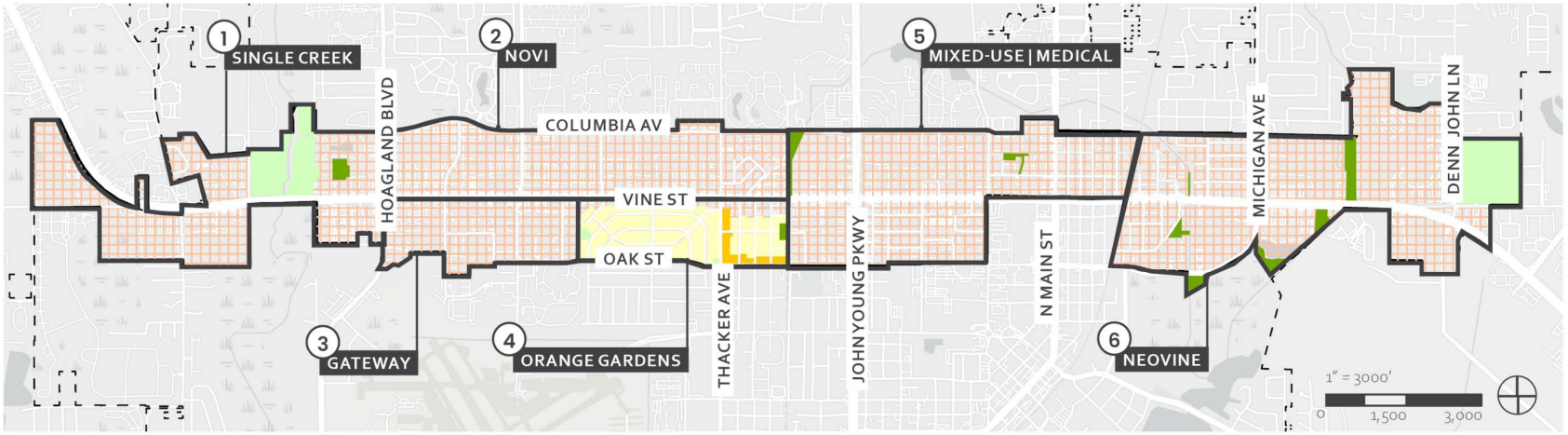


FIGURE 12. FUTURE LAND USE - VINE STREET CRA



SOURCE: CITY OF KISSIMMEE

Zoning | CRA

53% of the CRA is zoned Mixed-Use Urban Core

Vine St CRA Zoning

The zoning within the Vine Street CRA is governed by a mix of Form-Based Code -covering 70% of the CRA - and traditional Euclidean zoning - covering 30% -encompassing a total of 12 distinct zoning categories.

The Form-Based Code regulations aim to: 1) Promote transit-oriented design, 2) Encourage infill development, 3) Facilitate lot aggregation, and 4) Foster redevelopment on underutilized sites. The Form-Based Code categories within the CRA include T5, T4, and T1. The T5 Mixed-Use Urban Core zone accounts for over half of the CRA land, followed by the Euclidean Zoning Special District (12%) and the Mixed-Use Planned Unit Development (11%).

The numerous zoning categories add a level of complexity that can hinder redevelopment efforts and discourage investment. Residents and business owners may be confused about what is permissible in their area, leading to potential violations.

LEGEND

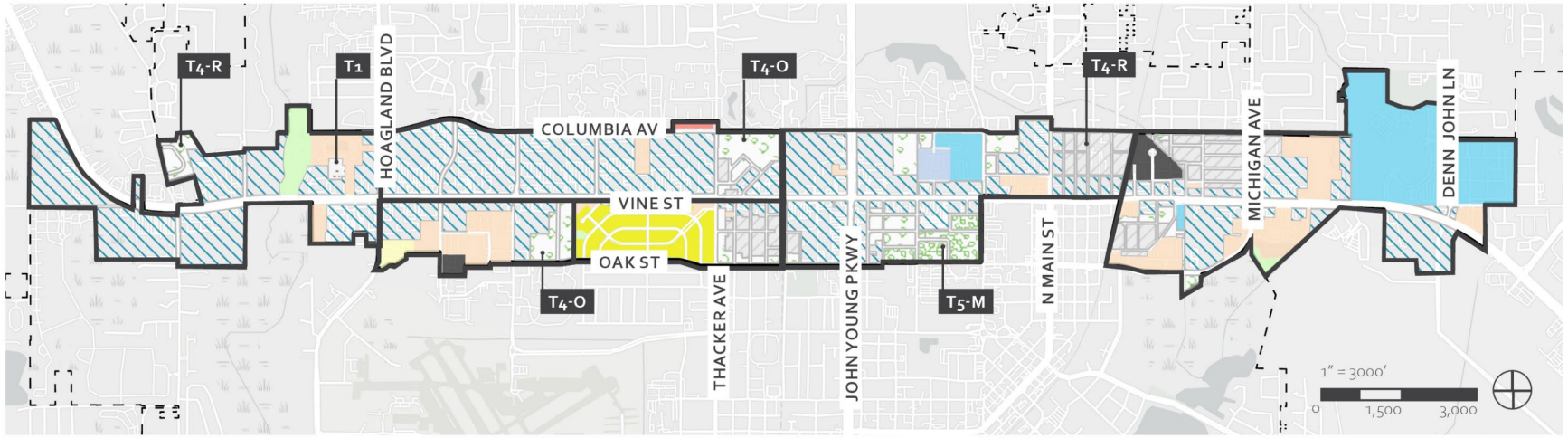
Form-Based Code Categories

T5-U (MIXED-USE URBAN CORE)	53%
T4-O (NEIGHBORHOOD OPEN)	7.2%
T4-R (NEIGHBORHOOD RESTRICTED)	6.6%
T5-M (MIXED-USE CENTER)	1.9%
T1 (NATURAL)	0.2%

Euclidean Zoning Categories

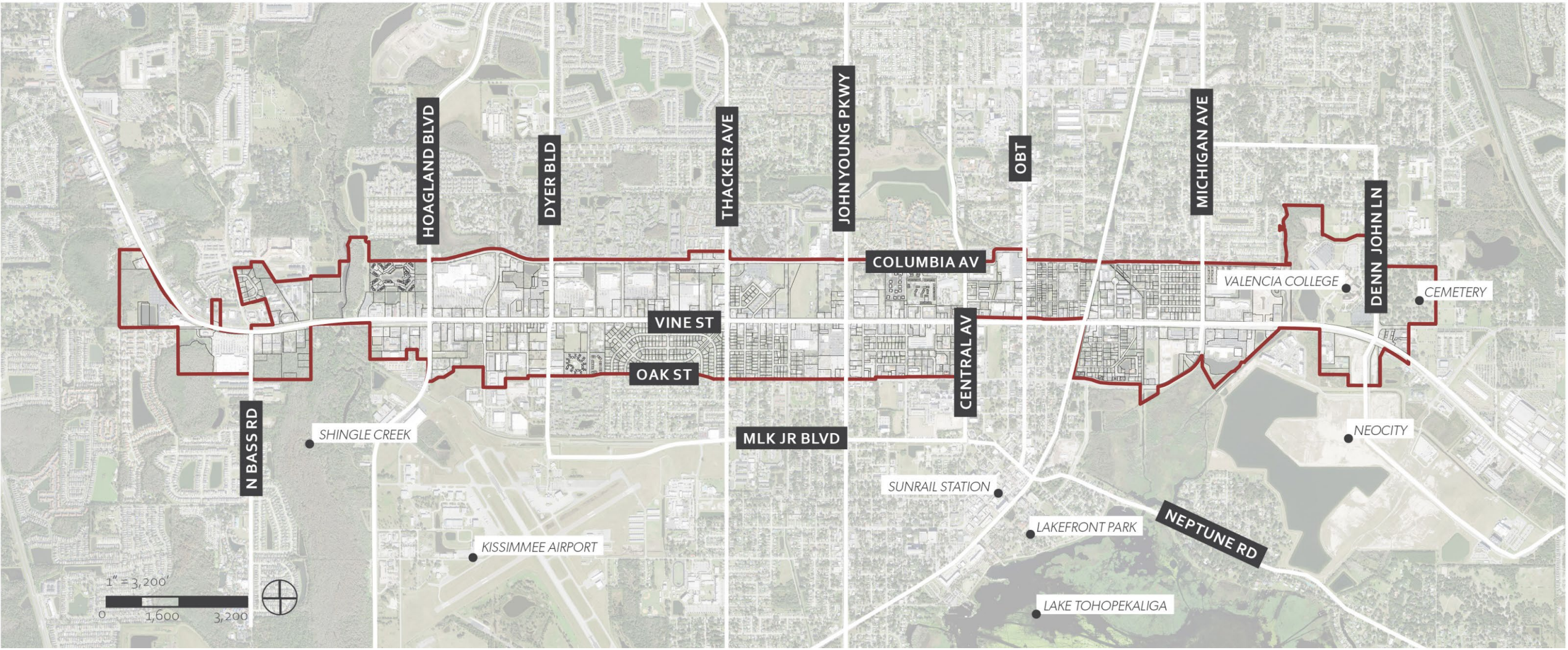
SD (SPECIAL DISTRICT)	11.9%
MUPUD (MIXED USE PLANNED UNIT DEVELOPMENT)	10.8%
RA-2 (SINGLE FAMILY RESIDENTIAL)	3.7%
OS (OPEN SPACE)	1.7%
IB (INDUSTRIAL BUSINESS)	1.4%
SRPUD (SHORT TERM RENTAL PLANNED UNIT DEVELOPMENT)	0.7%
RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT)	0.5%
B-2 (NEIGHBORHOOD COMMERCIAL)	0.2%

FIGURE 14. ZONING - VINE STREET CRA



SOURCE: CITY OF KISSIMMEE

Street Network



Key Streets

Vine Street



VINE STREET BIRDS EYE AND STREET LEVEL VIEW

Vine Street is a wide, six-lane divided roadway designed to accommodate high traffic volumes. Vine Street is well-served by public transit, with several LYNX bus routes running along the corridor. Bus stops are conveniently located, providing easy access to public transportation for residents and visitors. Vine Street experiences heavy traffic, especially during peak hours, leading to congestion and delay. Multiple intersections with traffic signals can create bottle-necks, slowing down the flow of vehicles, and there are limited alternative routes for drivers, which can exacerbate congestion on Vine Street.

Columbia Avenue



COLUMBIA AVENUE BIRDS EYE AND STREET LEVEL VIEW

Columbia Avenue Columbia Avenue is a two-way, three-lane east-west suburban street with a 4-foot on-street bike lane on one side. This bike facility is part of the Kissimmee Trail. The street often feels like the "back of the house" because most land uses do not front the street. Instead, stormwater facilities and parking lots from the large plaza in the NOVI Sub-area face Columbia Avenue. The street also requires utility upgrades, according to the City's Public Works Depart-ment. This makes Columbia Avenue an ideal candidate for redesign, offering a chance to widen bike facility.

Oak Street

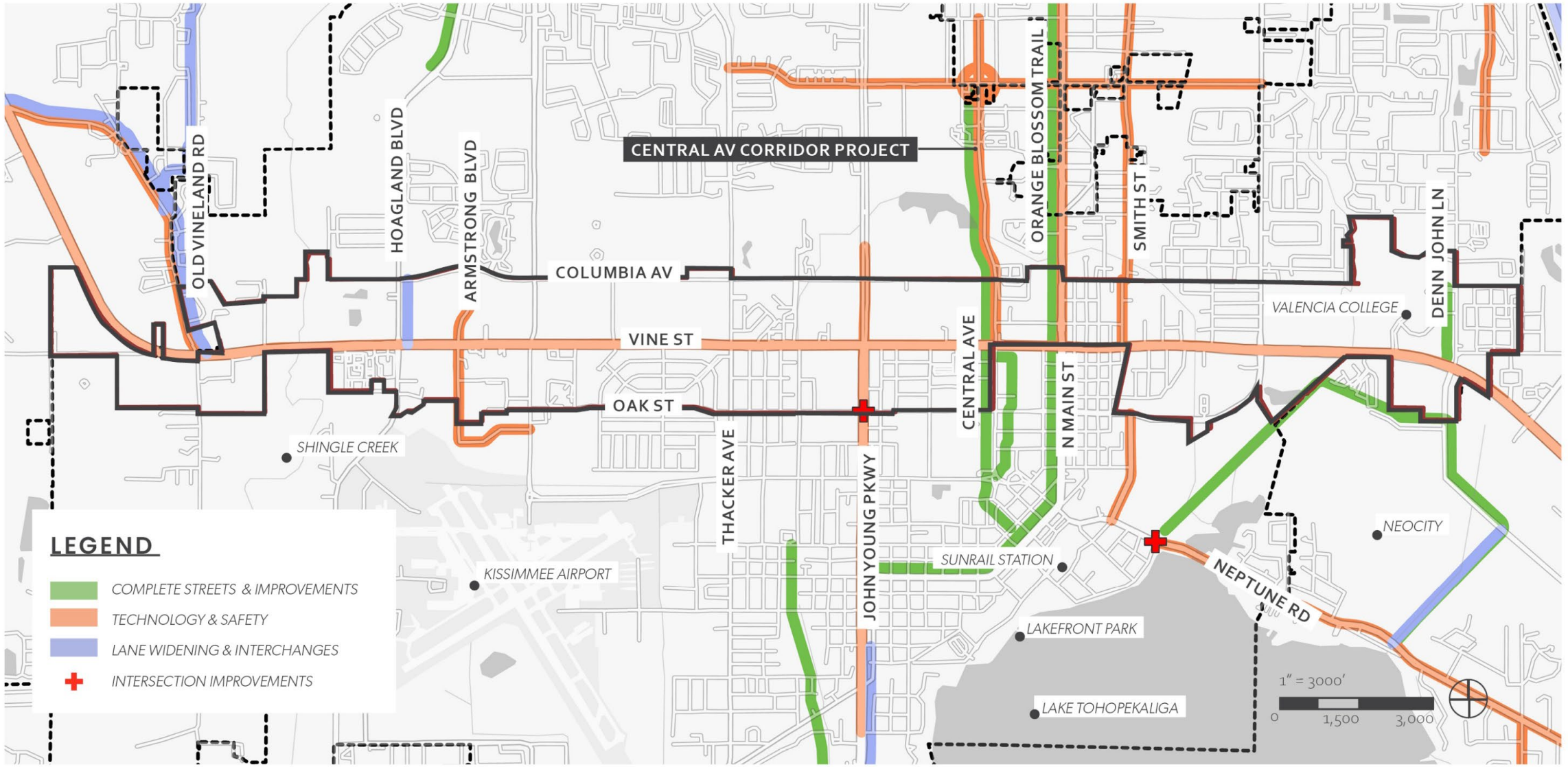


OAK STREET BIRDS EYE AND STREET LEVEL VIEW

Oak Street is a two-way 2-lane and 4-lane east-west neighborhood street that offers a low-speed, low-traffic alternative for traveling from the Gateway Sub-Area to Downtown. This street has the potential to be redesigned as a complete street, providing a low-stress option for a bicycle facility.

City-wide Transportation Projects

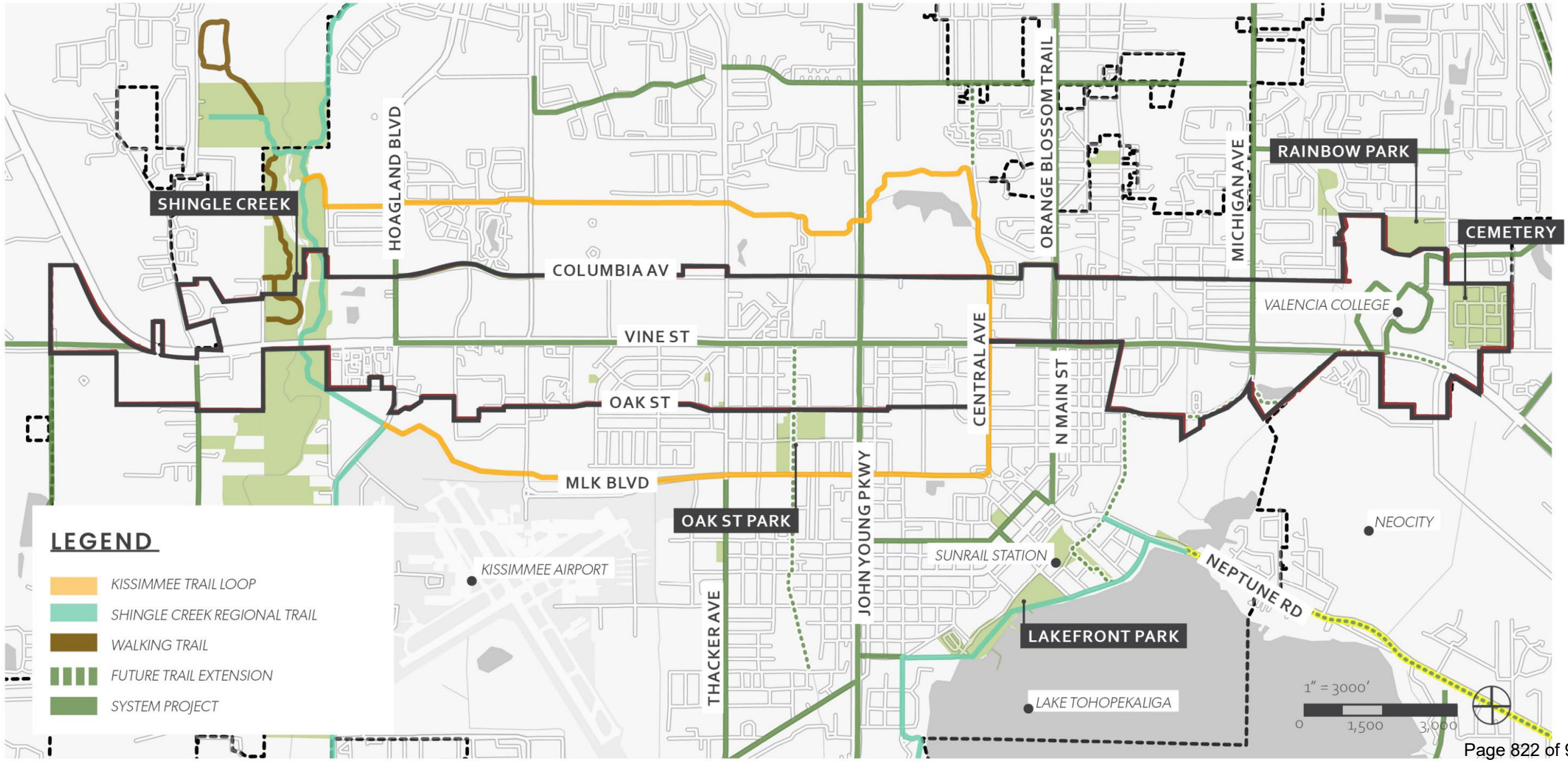
The map below highlights all the proposed transportation projects for the City that will affect the Vine Street area. These projects aim to enhance connectivity, improve traffic flow, and increase safety for pedestrians and cyclists. Additional area transportation projects and plans are listed in the following page.



Park, Natural Areas and Trails

The plan below highlights all the natural areas, park and open spaces in and in close proximity to the CRA, as well as the existing and proposed trail systems. Shingle Creek is the only natural area within the CRA and the Rose Hill Cemetery the only open space.

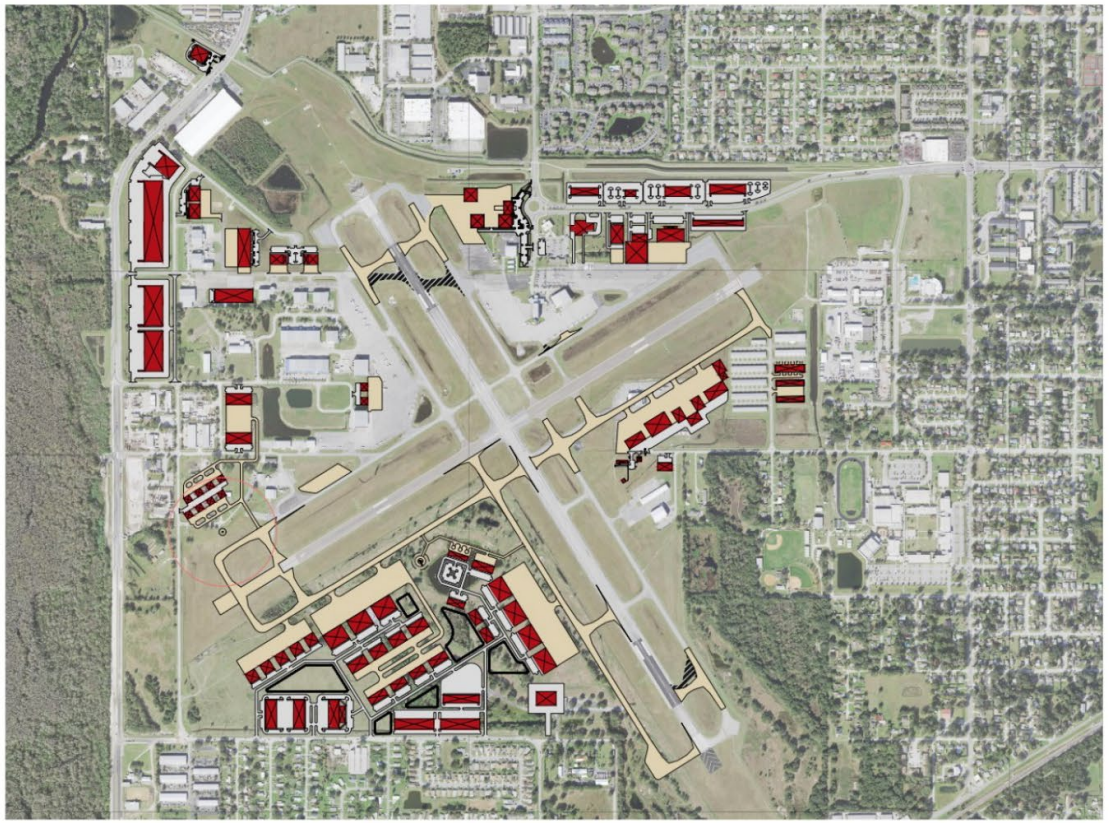
Other parks adjacent to the area include Oak Street Park and Community Center, Rainbow Park, and the Bob Makinson Aquatic Center. Other open and recreational areas the Lakefront Park in Downtown the Lake Toho.



Relevant Plans & Projects Impacting the CRA

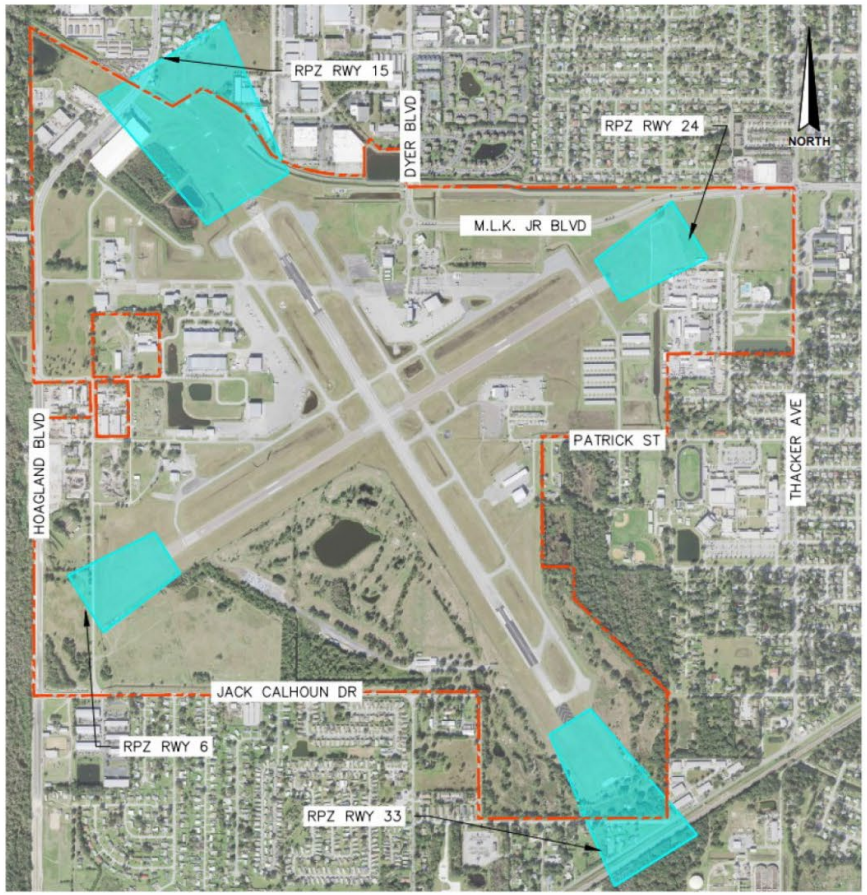
Airport Master Plan (January 2024)

AIRPORT DEVELOPMENT COMPOSITE (OPT 1)



SOURCE: KISSIMMEE GATEWAY AIRPORT MASTER PLAN

AIRPORT PROTECTION ZONES MAP



SOURCE: KISSIMMEE GATEWAY AIRPORT MASTER PLAN

Vine Street Landscape Master Plan (March 2022 and today)

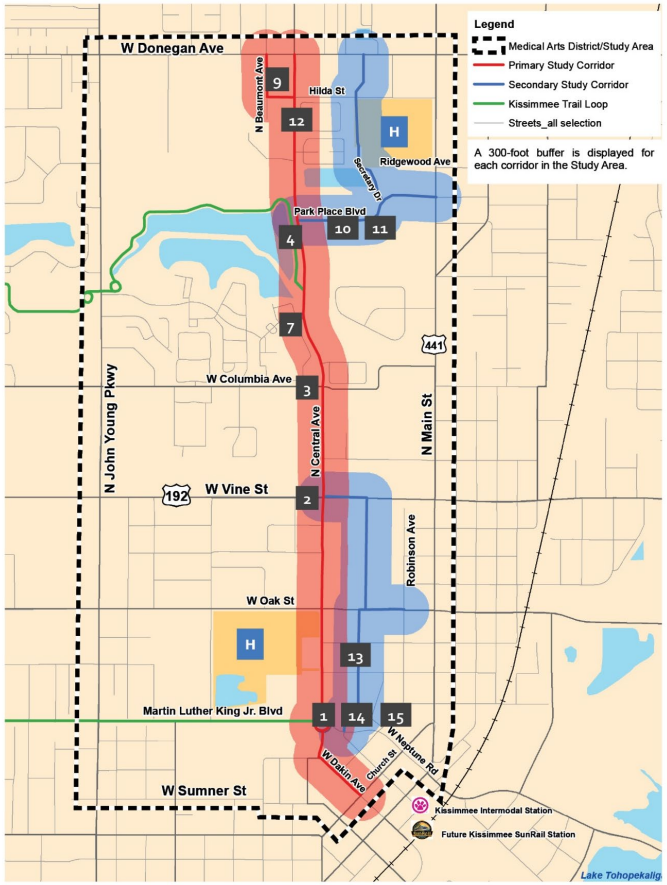


VINE ST @ MAIN ST EXISTING CONDITIONS



VINE ST @ MAIN ST PROPOSED IMPROVEMENTS

Central Avenue Corridor Planning Study (2017)



CENTRAL AVE PROJECT AREA & PROJECTS MAP

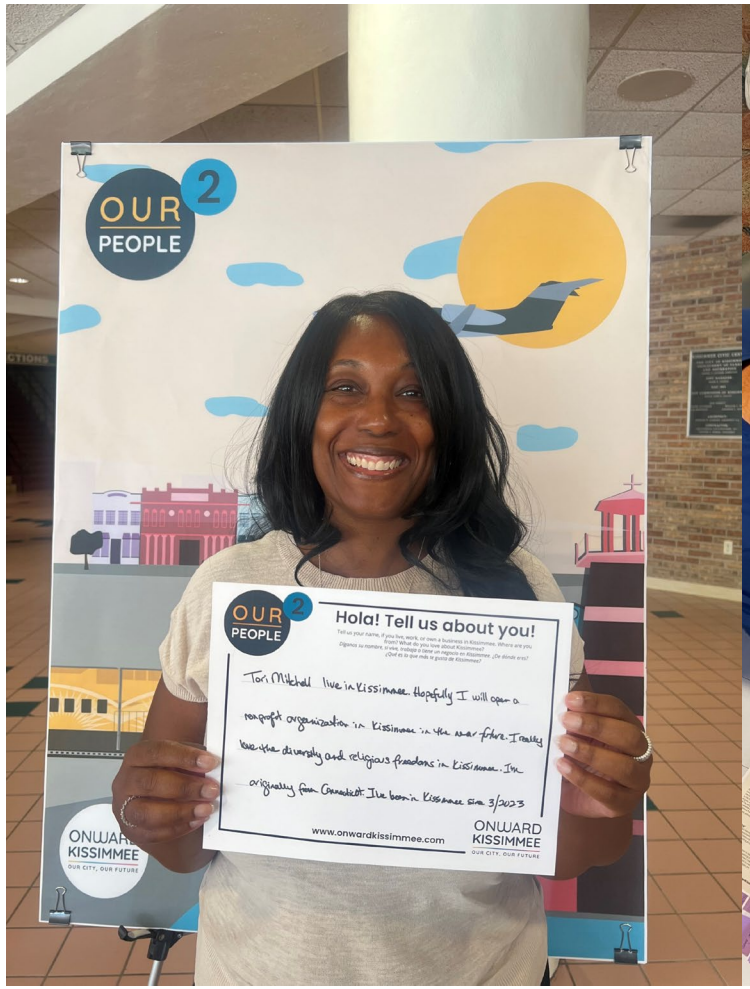
Vision Zero Action Plan (2024)



KISSIMMEE VISION ZERO ACTION PLAN FACT SHEET

Onward Kissimmee (2025)

- Onward Kissimmee is a planning project lead by the City of Kissimmee Planning and Zoning Divisions focused on shaping the city's growth to prepare for future development and transportation improvements. Through this process, we hope to honor our roots and celebrate the places we cherish while actively listening to the voices of Kissimmee's citizens. This project is going hand-in-hand with the 2025 Vine Street CRA Plan Update process.





NeoCity





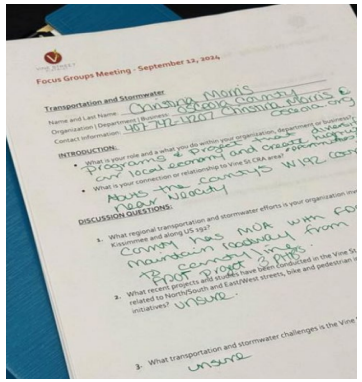
Listening to the Community

Community Engagement Activities



WORKING GROUP MEETINGS

- July 2024 Kick-Off and Area Tour
- January 2025: Areas Assessment and Evaluation
- Participants: Business Owners, Hispanic Chamber of Commerce, Orlando Economic Partnership, Valencia College



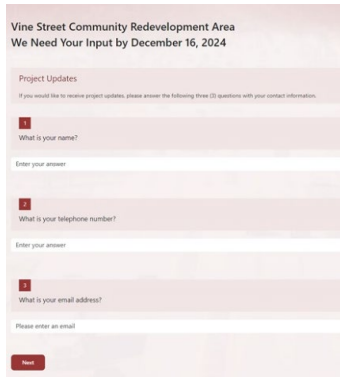
FOCUS GROUPS MEETINGS

- September, 2024
- Meet with over 25 stakeholders: County and City staff, Business Owners, Brokers, Osceola Chamber



COMMUNITY OPEN HOUSE

- November, 2024
- 45+ Participants



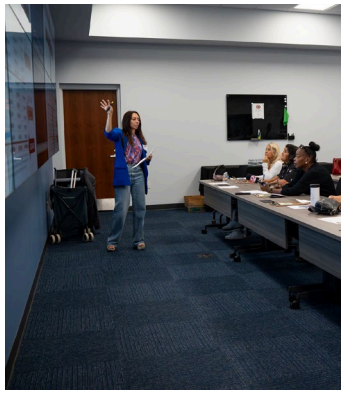
ONLINE SURVEY

- November to December 2024
- And April to June 2025
- Received over 200+ responses



JUNETEENTH FESTIVAL

- June, 2025
- Over 45+ participants
- Received 400+ comments



CRA BOARD WORKSHOP AND COMMUNITY MEETING

- August and September, 2025

Community Open House















I LOVE THE WESTERN VINE STREET CHARACTER

I LOVE THE KAYAKING AND BIKING TRAILS

Hola! Tell us about you!

Tell us your name; if you live, work, or own a business in Vine Street; Where are you from? What do you love about Kissimmee and Vine Street?

Vince - South Kissimmee : I love that there's lots of food spots & fun attractions, and Shingle Creek is great for paddling by water & biking on the trail. I'd love to see more of the art in downtown Kissimmee along the 192 corridor. I love the feel of western Vine Street & would like to see more character on east Vine St!

Hola! Tell us about you!

Tell us your name; if you live, work, or own a business in Vine Street; Where are you from? What do you love about Kissimmee and Vine Street?

My name is Elisha Dyer. I work for Bike/Walk Central Florida and have lived in Osceola county for 12 years. My favorite spot on Vine St. is Shingle Creek. The kayaking trail and bike trail are a great convergence of greenways & blueways in an otherwise busy area!



WE LOVE THE COMMUNITY

Hola! Tell us about you!

Tell us your name; if you live, work, or own a business in Vine Street; Where are you from? What do you love about Kissimmee and Vine Street?

LEBRON LAW PLLC IS A DEDICATED FAMILY LAW FIRM FOCUSED ON PROVIDING COMPASSIONATE AND EFFECTIVE LEGAL SOLUTIONS TO INDIVIDUALS AND FAMILIES FACING COMPLEX LEGAL ISSUES WE ARE COMMITTED TO WORKING CLOSELY WITH KISSIMMEE COMMUNITY. RAFAEL A. LEBRON
DIRECTOR OF BUSINESS DEVELOPM

Hola! Tell us about you!

Tell us your name; if you live, work, or own a business in Vine Street; Where are you from? What do you love about Kissimmee and Vine Street?

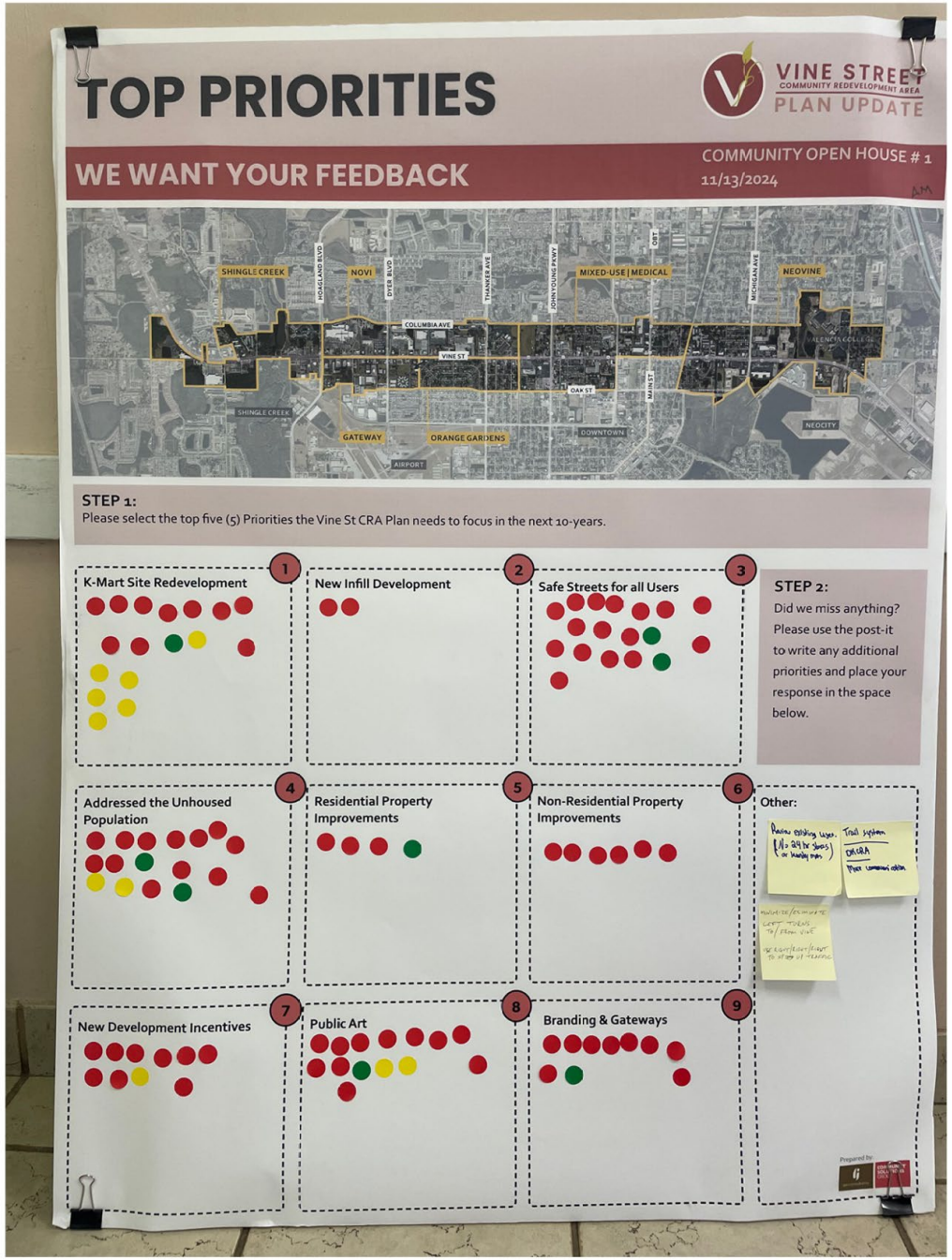
Jackie Espinosa, entrepreneur (local business owner) Plaza Espinosa holds one of our murals therefore I am a true supporter of arts/murals

Incoming mayor. 407-963-7710 jackie.espinosa@kissimmee.gov

Top Priorities Ranking

Results from Stakeholders and Community Members

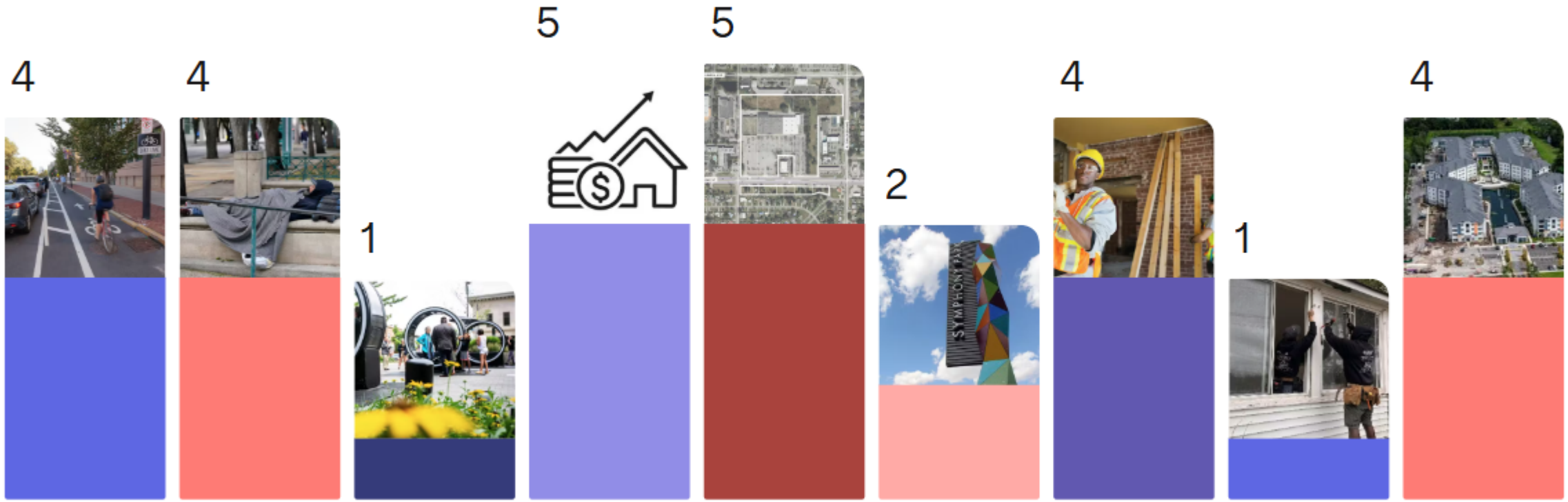
1. Safe Streets for all Users
2. Addressed the Unhoused Population
3. Public Art
4. New Development Incentives
5. K-Mart Site Redevelopment
6. Branding & Gateways
7. Non-Residential Property Improvements
8. Residential Property Improvements
9. New Infill Development



Top Priorities Ranking

Results from CRA Board Members (August, 2025)

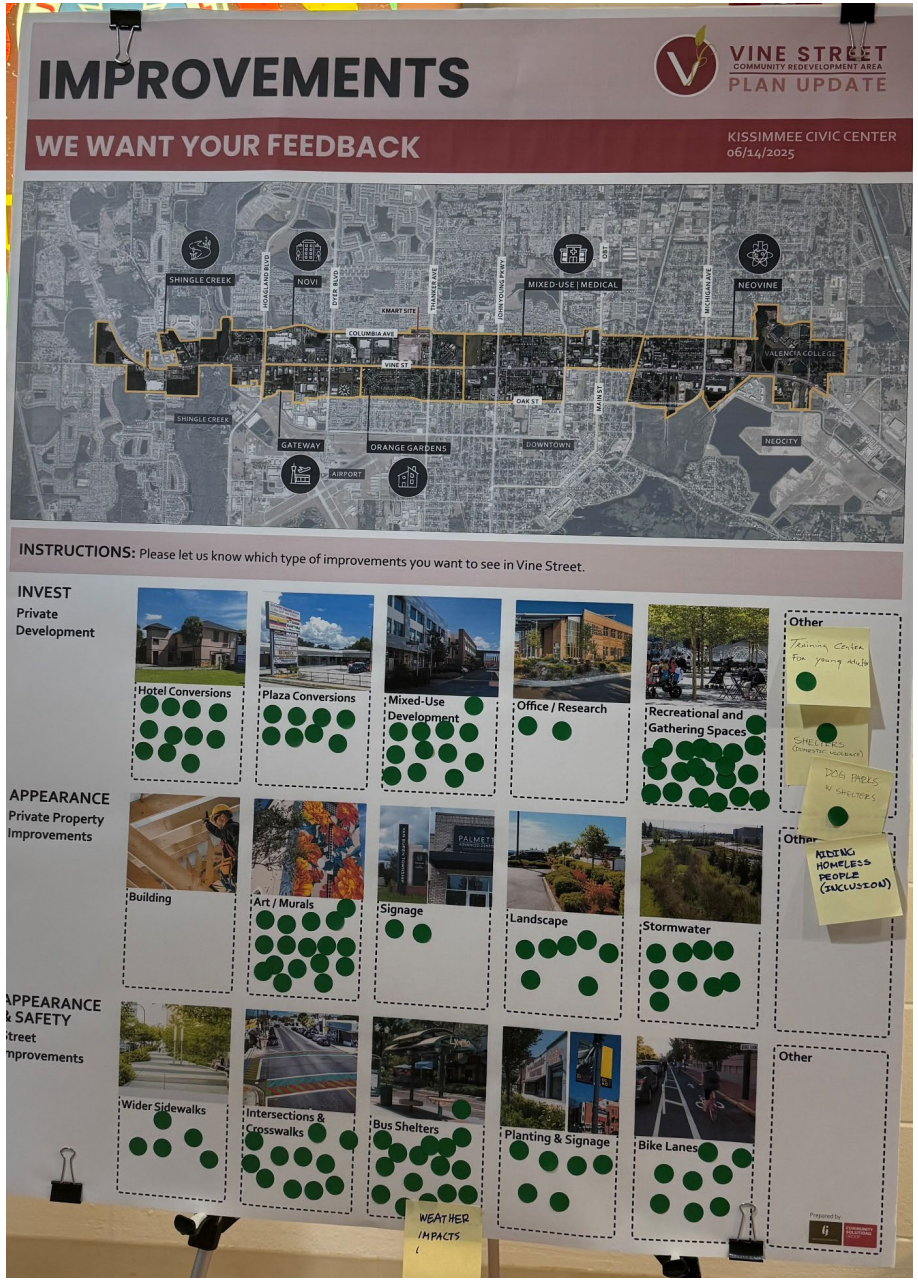
Please select the **Top 5 Priorities** the Vine Street CRA needs to focus on the next 5-years



Improvements Ranking

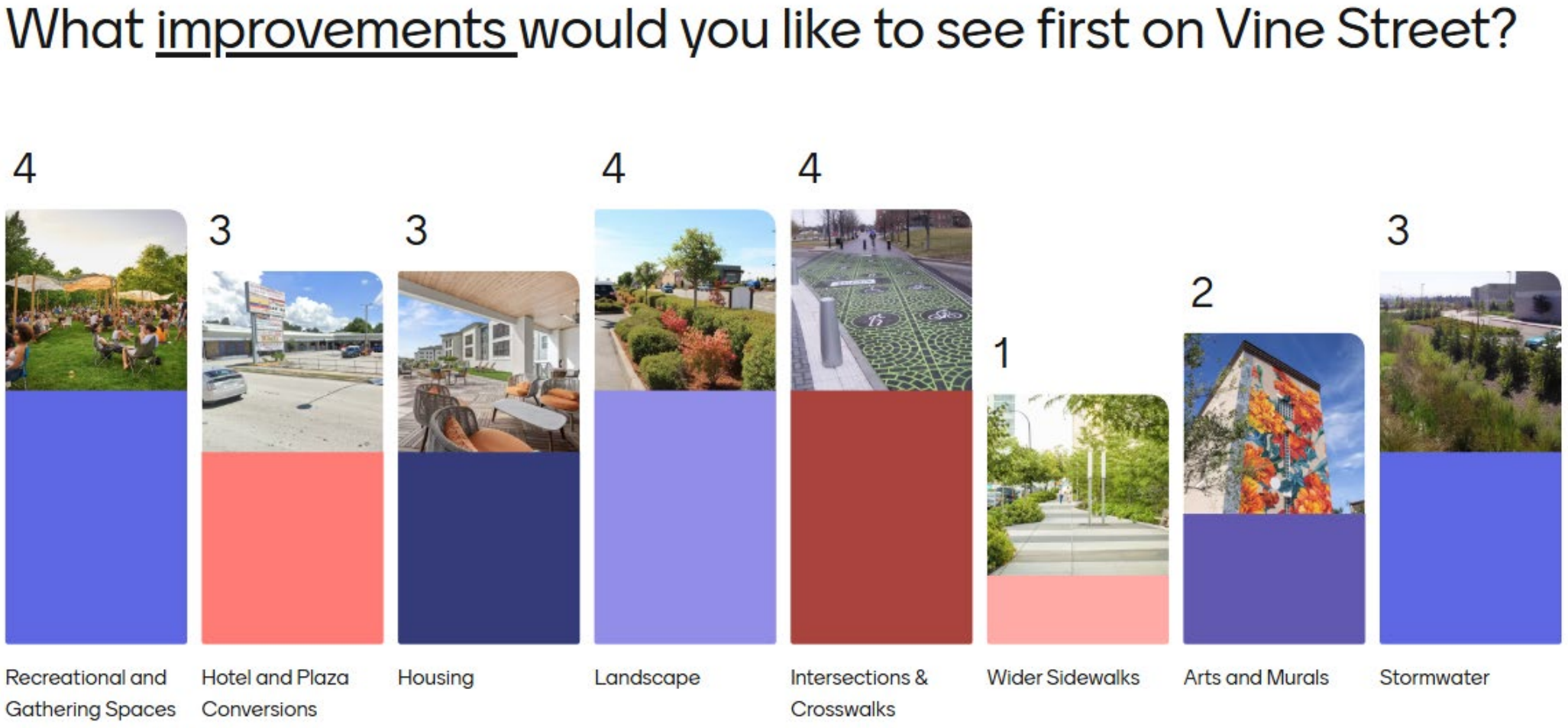
Results from Stakeholders and Community Members

1. Recreational and Gathering Spaces
2. Hotel and Plaza Conversions
3. Housing
4. Landscape
5. Intersections & Crosswalks
6. Wider Sidewalks
7. Arts and Murals
8. Stormwater



Improvements Ranking

Results from CRA Board Members (August, 2025)



Former Kmart Site Redevelopment

Results from Stakeholders and Community Members

1. Mixed-Use Development
2. Commercial Spaces & Restaurants
3. Container Park
4. Gathering Spaces
5. Wide & Shaded Walkways
6. Outdoor Seating
7. Cultural and Entertainment Activities
8. Indoor Recreation
9. Interactive Public Art

K-MART SITE
AREA MAP



RESULTS:

1 RANKS

(1) COUNT

	1	2	3	4	5
INVEST Private Development	78 Mixed-Use	64 Commercial	56 Container Park	45 Offices	25 Townhomes
APPEARANCE Private Property Improvements	86 Gathering Space	85 Wide & Shaded Walkways	79 Outdoor Seating	60 Central Green Space	42 Interactive Public Art
APPEARANCE & SAFETY Street Improvements	107 Cultural & Entertainment	89 Restaurants	81 Indoor Recreation	39 Co-Working / Incubator	24 Medical Office

2025 Plan Framework

Plan Framework

Vine Street will become a vibrant, safe, and inclusive community by supporting mixed-use development, upgrading infrastructure, enhancing connectivity, investing in housing, and fostering a sense of place.

GUIDING PRINCIPLES

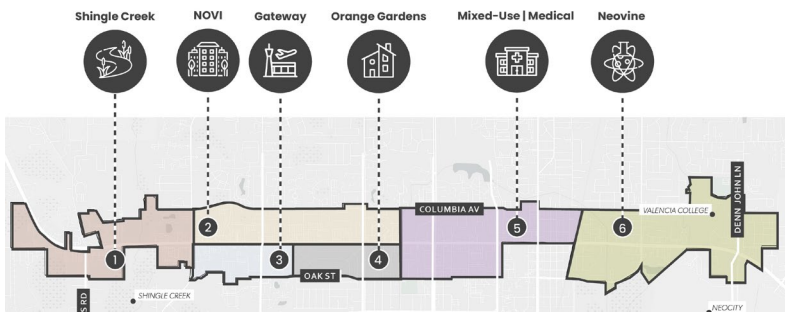
- Placemaking
- Sense of Place
- Transformation
- Comfort
- Equity

FORWARD MOVES

1. Prepare for Redevelopment
2. Leverage Partnerships
3. Ensure Comfort and Safety
4. Attract and Retain Business
5. Support Connectivity
6. Invest in Housing

SUB-AREAS VISION

Six Sub-Area Vision



FORWARD MOVES (Goals)

1 Prepare for Redevelopment

Effectively retool for redevelopment by supporting mixed-use projects, preparing sites, streamlining approvals, upgrading infrastructure, identifying catalyst projects, maintaining site inventories, and expanding incentives and grants.

2 Leverage Partnerships

Expand the CRA's internal capacity to achieve all redevelopment objectives by collaborating with city departments, the county, nonprofits, educational institutions, and regional government entities.

3 Ensure Comfort and Safety

Ensure the area's safety, comfort, and appearance by addressing homelessness, investing in streetscape and building improvements, and fostering a sense of place, awareness, and community involvement.

4 Attract and Retain Business

Collaborate with local and regional businesses, industries, and partners to position the area as a thriving economic center and ensure the retention and attraction of businesses that contribute to the prosperity of the area and city.

5 Support Connectivity

Improve the area's connectivity and transportation to create safe streets for all users by upgrading streets and intersections, redesigning key roads, promoting trails, and securing funding for active transportation and trail connections.

6 Invest in Housing

Invest in developing diverse, high-quality, safe, affordable housing options to support the city's population growth by prioritizing mixed-use developments and flexible housing solutions to drive economic growth and enhance the quality of life for all residents in the area.

FORWARD MOVES FRAMEWORK (ACTIONS)

ACTIONS

Description

- Collaborate with…
- Partner with…
- Form…
- Utilize…
- Develop…
- Create…
- Implement…

Type

1) Development Planning and Preparation
2) Policy and Plans
3) Programs and Incentives
4) Capacity Building
5) Awareness and Engagement
6) Projects

Effort & Impact

1) Basic
2) Progressive
3) Transformative

Relationship to other effort

- Vine Street Landscape Master Plan
- Vision Zero Plan
- Central Ave Design
- Onward Kissimmee

Resources / Partners

- Police Department
- Code Enforcement
- Valencia College
- Osceola County Chamber
- LYNX

Priority (2023-2031)

1) High
2) Mid
3) Lower

CIP: TIF Projections will help inform the Capital Improvement Projects

TABLE 3. TAX INCREMENT REVENUES (2025-2042), MODERATE PROJECTION SCENARIO

FY Year	Total Taxable Value	Total Increment Value less Base Year[1]	City Contribution at 95%[2]	County Contribution at 70%[2,3]	Total Annual Tax Increment
2025	$739,101,100	$361,900,200	$1,590,200	$1,697,300	$3,287,500
2026	$766,346,500	$389,145,600	$1,709,900	$1,825,100	$3,535,000
2027	$794,136,700	$416,935,800	$1,832,000	$1,955,400	$3,787,400
2028	$822,482,700	$445,281,800	$1,956,600	$2,088,400	$4,045,000
2029	$851,395,800	$474,194,900	$2,083,600	$2,224,000	$4,307,600
2030	$880,887,000	$503,686,100	$2,213,200	$2,362,300	$4,575,500
2031	$910,968,000	$533,767,100	$2,345,400	$2,503,400	$4,848,800
2032	$941,650,600	$564,449,700	$2,480,200	$2,647,300	$5,127,500
2033	$972,947,100	$595,746,200	$2,617,700	$2,794,000	$5,411,700
2034	$1,004,869,400	$627,668,500	$2,758,000	$2,943,800	$5,701,800
2035	$1,037,430,100	$660,229,200	$2,901,100	$3,096,500	$5,997,600
2036	$1,070,642,100	$693,441,200	$3,047,000	$3,252,200	$6,299,200
2037	$1,104,519,200	$727,318,300	$3,195,900	$3,411,100	$6,607,000
2038	$1,139,072,700	$761,871,800	$3,347,700	$3,573,200	$6,920,900
2039	$1,174,318,300	$797,117,400	$3,502,600	$3,738,500	$7,241,100
2040	$1,204,195,800	$826,994,900	$3,633,800	$3,878,600	$7,512,400
2041	$1,234,670,800	$857,469,900	$3,767,800	$4,021,500	$7,789,300
2042[4]	$1,265,755,300	$888,554,400	$3,904,300	$4,167,300	$8,071,600
		Total	$48,887,000	$52,179,900	$101,066,900

SOURCE: FDOR; OSCEOLA COUNTY PROPERTY APPRAISER; CITY OF KISSIMMEE; GAI CONSULTANTS. NOTES: REPRESENTS THE MODERATE SCENARIO. TOTALS MAY NOT ADD DUE TO ROUNDING. (1) ASSUMES 2012 BASE YEAR OF $377,200,930. (2) APPLIES MILLAGE RATE OF 4.6253 FOR THE CITY AND 6.7000 FOR THE COUNTY. (3) 70% PARTICIPATION RATE PER INTERLOCAL AGREEMENT (RESOLUTION #12-064R). (4) THE AGENCY'S CURRENT SUNSET DATE, 2042.

2025 – 2030
$16,048,900

2031 – 2036
$33,386,600

2037 – 2042
$38,196,000

$101,066,900

1 Prepare for Redevelopment

Effectively retool for redevelopment by supporting mixed-use projects, preparing sites, streamlining approvals, upgrading infrastructure, identifying catalyst projects, maintaining site inventories, and expanding incentives and grants.

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026-31)
1.1	Develop Sub-Area Visions and Small Area Plans	+ Policy & Plans	Progressive	Medium
1.2	Facilitate and Incentivize the Redevelopment of Key Catalyst Areas and Sites	+ Development Planning & Preparation + Programs & Incentives	Transformational	High
1.3	Identify Potential Redevelopment Sites for the City to Purchase or Assist in the Assembly of Parcels	+ Development Planning & Preparation + Programs & Incentives	Transformational	High
1.4	Continue Developing a Mechanism for the Creation, Advertising, and Distribution of a Request for Proposals to Attract Developers' Interest in a Potential Site Owned by the City	+ Development Planning & Preparation + Awareness & Engagement	Basic	Medium
1.5	Create and Maintain a Digital Inventory of Potential Redevelopment Sites that Will Be Accessible to All	+ Development Planning & Preparation + Awareness & Engagement	Basic	High
1.6	Support the Transformation and Revitalization of Commercial Plazas and Hotel Properties	+ Development Planning & Preparation + Programs & Incentives	Transformational	High
1.7	Invest in Comprehensive Infrastructure Upgrades—Including Storm Water, Green Infrastructure, and Utilities	+ Development Planning & Preparation + Programs & Incentives + Projects	Progressive	Medium
1.8	Promote the CRA's Redevelopment Potential	+ Awareness & Engagement	Basic	Medium
1.9	Make the Regulatory Process Accessible and Easy to Understand	+ Awareness & Engagement	Basic	High
1.10	Expand the Incentive Grant Programs	+ Programs & Incentives	Basic	Medium

- Create Sub-area Visions and Plans

1 Shingle Creek

Shingle Creek will leverage its unique access to the creek and regional trail, this area will seamlessly integrate with the W 192 tourist district, offering visitors and residents a harmonious blend of natural beauty, and recreational opportunities.

2 NOVI

NOVI will be developed into a dynamic and inclusive mixed-use district, capitalizing on its large parcels to create a vibrant community hub. This area will feature a harmonious blend of residential, commercial, and recreational spaces, fostering a walkable and engaging environment.

3 Gateway

The Gateway will be developed into a premier extension of the airport, leveraging its strategic location and expansive vacant land to create a dynamic and welcoming entry point for airport visitors. The area will become a bustling hub that enhances the travel experience and promotes economic growth.

4 Orange Gardens

Orange Gardens will continue as a charming residential neighborhood, celebrating its unique mid-century housing stock and network of connected streets. The vision is to enhance the neighborhood's appeal by preserving its architectural heritage, improving connectivity, fostering community, and promoting infill housing development.

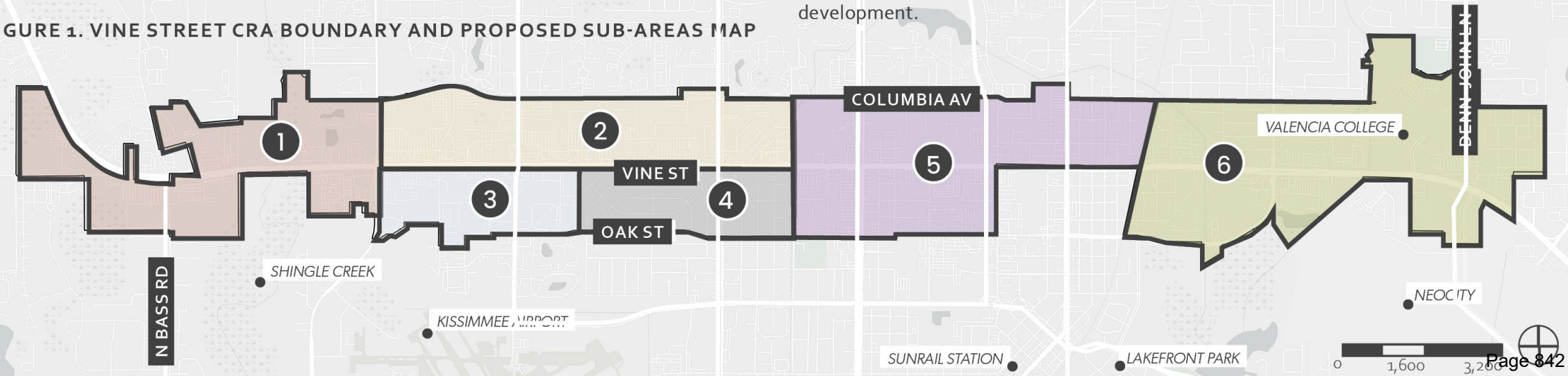
5 Mixed-Use | Medical

The Mixed-Use Medical sub-area is envisioned as a health village, capitalizing on its proximity to the hospital and Downtown. By fostering a cohesive and well-connected community, this area will become a hub of health, wellness, and urban living.

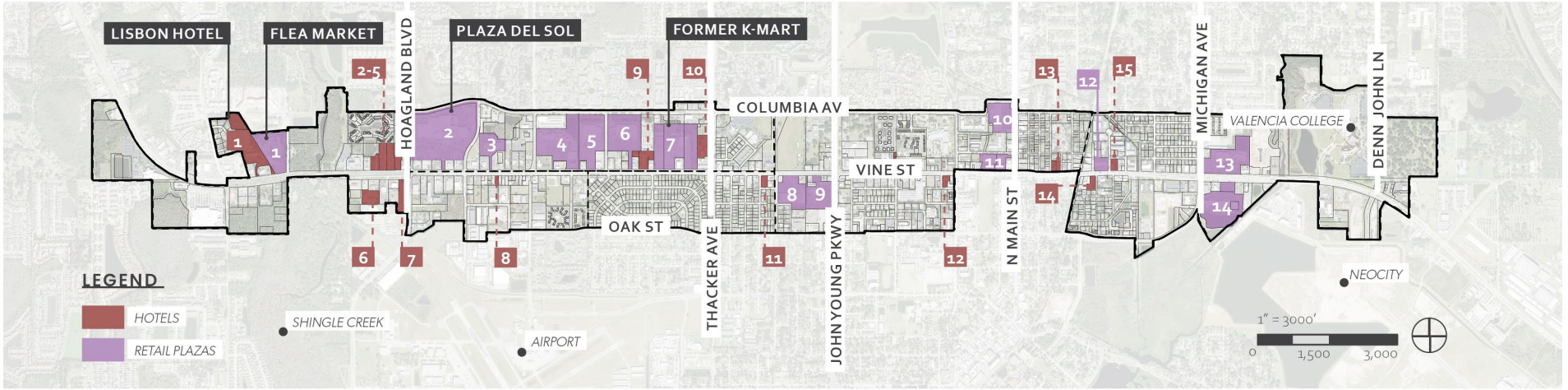
6 Neovine

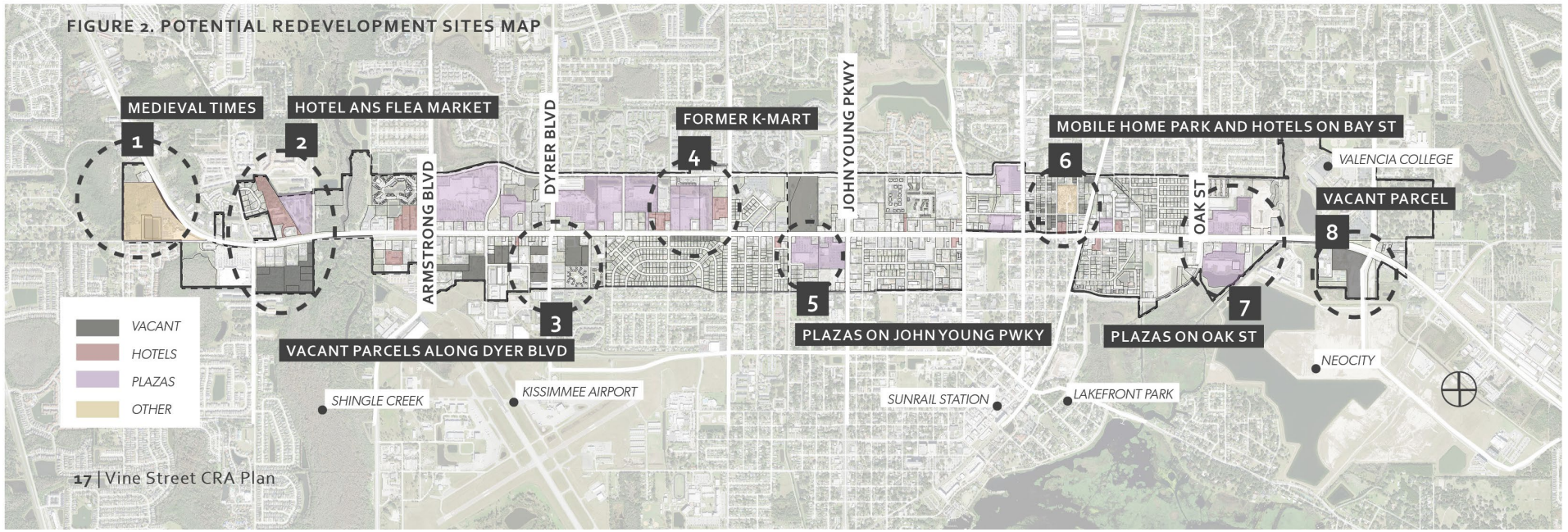
Neovine will be developed into a premier education and technology hub, leveraging its unique assets such as Valencia College and proximity to NeoCity, a cutting-edge innovation and technology campus.

FIGURE 1. VINE STREET CRA BOUNDARY AND PROPOSED SUB-AREAS MAP



- Identify future redevelopment sites
  - Large Commercial Plazas, Hotels, Vacant Parcels/ Buildings
- Create a digital inventory of sites suitable for redevelopment
- Land consolidation and assembly
- Land acquisition





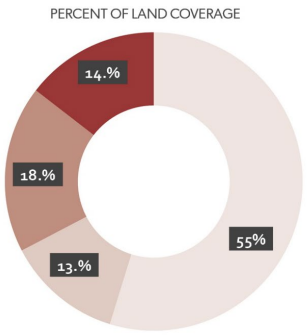
Parcel Characteristics and Analysis

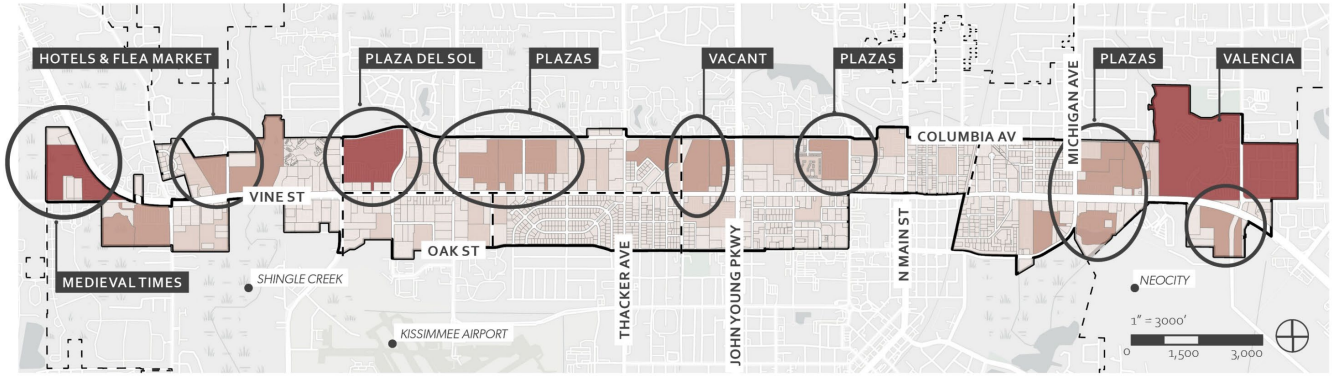
Parcel Size

LEGEND

PARCEL SIZE	PARCEL COUNT	TOTAL ACRES
20+ AC	4	200 AC
10- 20 AC	18	248 AC
5 - 10 AC	25	173 AC
0 - 5 AC	2,091	751 AC
TOTAL	2,138	2,775 AC

NOTE: CALCULATIONS INCLUDES PARCELS CONTAINING NATURAL AND OPEN SPACES



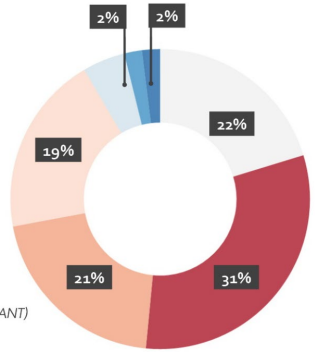


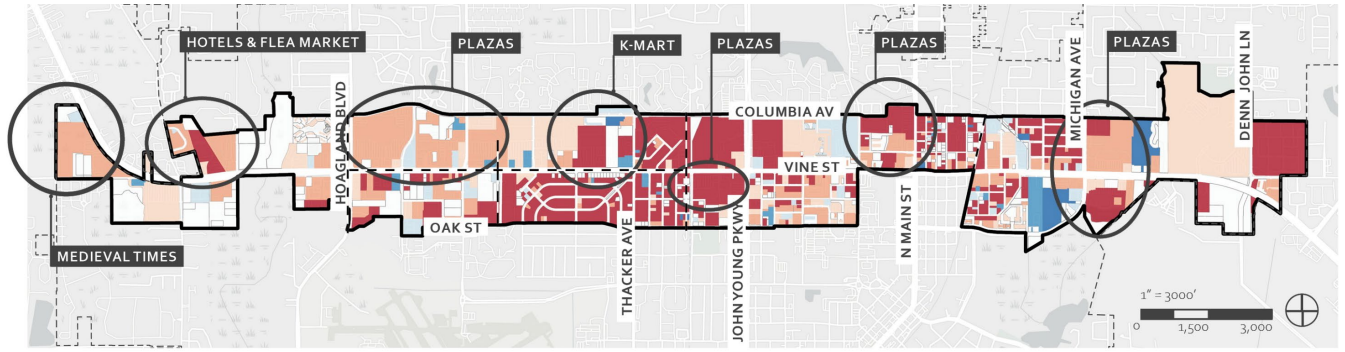
Building Age

50% of the buildings are 35+ years old

LEGEND

- 1980 AND BEFORE
- 1981 - 1990
- 1991 - 2000
- 2001 - 2010
- 2011 - 2021
- 2021 - 2024
- NO BUILDINGS (VACANT)

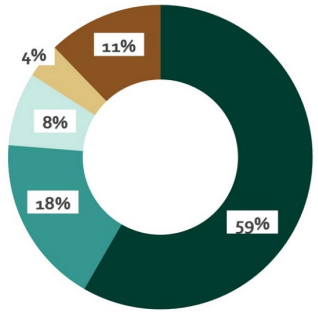


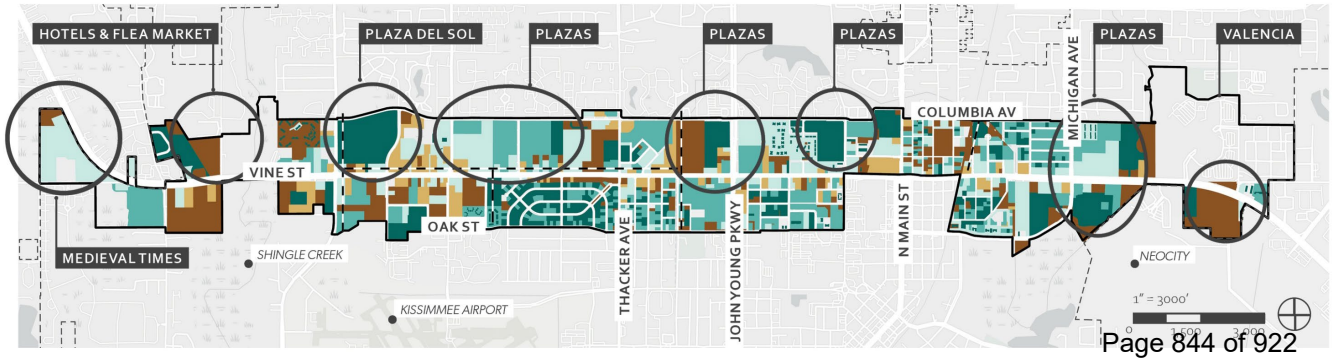


Building to Land Value

LEGEND

- 0% - 20%
- 20% - 40%
- 40% - 60%
- 60% - 80%
- 80% - 100%






Former K-Mart Site Today
NOVI


Former K-Mart Site Vision
MIXED USE BUILDING
STORM WATER POND
TOWNHOUSES
PHILIP ST.
W. VINE ST.
ART INTEGRATION
EXISTING BUSINES
ENTRY PLAZA
W. CATHERINE ST.
COMMERCIAL BUILDING
NOVI

What Is the Community Saying?

The community voted on their preferred development types, streetscape, and open space features, and non-residential activities for the former Kmart site

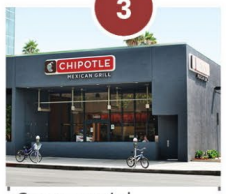
DEVELOPMENT TYPE



1 Mixed-Use — 24



2 Container Park — 23



3 Commercial — 11



4 Townhomes — 7



5 Commercial — 6

STREETS AND OPEN SPACES



1 Central Green Space — 27



2 Gathering Spaces — 23



3 Wide & Shaded Walkways — 20



3 Interactive Public Art — 20

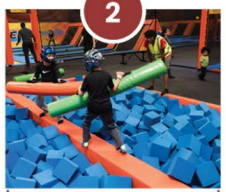


4 Outdoor Seating Areas — 17

NON-RESIDENTIAL USES & ACTIVITIES



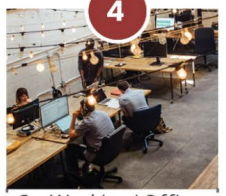
1 Cultural & Entertainment — 46



2 Indoor Recreation — 23



3 Restaurants — 18



4 Co-Working/ Office — 11



5 Medical Office — 3

RESULTS:

1 RANKS

1 NUMBER OF VOTES

The results above provide a summary of input gathered during the November 13, 2024 open houses, the June 14, 2025 Juneteenth Festival event, and the September 24, 2025 community meeting.


Dyer Blvd Today
GATEWAY

Dyer Blvd Vision



What Is the Community Saying?

The community voted on their preferred development types, streetscape and open space features, and non-residential activities for the Gateway Area.

DEVELOPMENT TYPE



Mixed-Use (2-story)

9



Multi-Family

5



Townhomes

3



Warehouse

2



Commercial

0

STREETS AND OPEN SPACES



Protected Multi-Use Pathways

5



Art

5



Wide & Shaded Walkways

2



Banners

1



Gathering Spaces

1

NON-RESIDENTIAL USES & ACTIVITIES



Trade School / Education

10



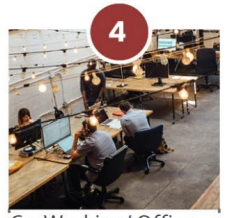
Restaurants

5



Brewing

2



Co-Working/ Office

1



Maker Spaces

1

RESULTS:

1 RANKS

1 NUMBER OF VOTES

The results above provide a summary of input gathered during the September 24, 2025 community meeting.


Shingle Creek Today
SHINGLE CREEK


Shingle Creek Vision
PARKING GARAGE
RESORT
FILTER MARSH
STORM WATER POND
BOARDWALK
YATES RD.
ART INTEGRATION
SIGNAGE
SHINGLE CREEK
W. VINE ST.

What Is the Community Saying?

The community voted on their preferred development types, streetscape and open space features, and non-residential activities for the Shingle Creek area.

DEVELOPMENT TYPE


1 — Multi-Family — 10


2 — Mixe- Use — 4



2 — Commercial — 4

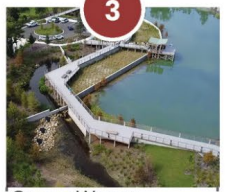

3 — Resort — 3


4 — Warehouse — 0

STREETS AND OPEN SPACES


1 — Nature Play Areas — 12


2 — Water Activities — 6


3 — Storm Water Amenity — 5


3 — Gathering Spaces — 5


4 — Wide & Shaded Walkways — 3

NON-RESIDENTIAL USES & ACTIVITIES


1 — Cultural & Entertainment — 9


2 — Indoor Recreation — 4


3 — Interactive Art — 3


4 — Restaurants — 2


5 — Brewing — 1

RESULTS:
1 RANKS
1 NUMBER OF VOTES

The results above provide a summary of input gathered during the September 24, 2025 community meeting.

2 Leverage Partnerships

Expand the CRA's internal capacity to achieve all redevelopment objectives by collaborating with city departments, the county, nonprofits, educational institutions, and regional government entities

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026–31)
2.1	Collaborate with Other City Departments, the County, and Other Public Organizations in the Implementation of the Plan	+ Capacity Building	Basic	High
2.2	Partner with Nonprofits and Educational Institutions to Expand Capacity, Expertise, and Resources	+ Capacity Building	Progressive	High
2.3	Form Strategic Alliances with the Private-Sector Companies	+ Capacity Building	Progressive	Medium
2.4	Establish and Support Mentorship Programs for Residents, Businesses, Investors, and Developers	+ Programs & Incentives	Progressive	Low
2.5	Invest in Robust Outreach and Engagement Initiatives, Including Community Events and Interactive Activities	+ Capacity Building + Awareness & Engagement	Basic	Medium
2.6	Strengthen Branding and Marketing to Enhance Outreach and Community Engagement	+ Capacity Building + Awareness & Engagement	Basic	Medium

3 Ensure Comfort and Safety

Ensure the area's safety, comfort, and appearance by addressing homelessness, investing in streetscape and building improvements, and fostering a sense of place, awareness, and community involvement

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026–31)
3.1	Address the Unhoused Population Through Collaborative Solutions	+ Policy & Plans + Awareness &Engagement	Transformational	Medium
3.2	Enhance Public Safety and Community Trust	+ Programs & Incentives + Awareness & Engagement	Transformational	High
3.3	Improve Property Conditions and Aesthetics	+ Programs & Incentives + Projects	Basic	High
3.4	Strengthen Code Compliance to Ensure Properties Meet Standards to Maintain Safety and Aesthetics	+ Policy & Plans + Programs & Incentives	Transformational	High
3.5	Invest in the Transformation of Public Spaces	+ Policy & Plans + Projects	Progressive	Medium
3.6	Develop a Distinct Brand and Wayfinding System	+ Policy & Plans + Projects	Progressive	Medium

4 Attract and Retain Business

Collaborate with local and regional businesses, industries, and partners to position the area as a thriving economic center and ensure the retention and attraction of businesses that contribute to the prosperity of the area and city

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026-31)
4.1	Strengthen Economic Development Partnerships and Targeted Incentive Programs	+ Programs & Incentives + Awareness &Engagement	Progressive	High
4.2	Market and Position Vine Street as a Premier Hub for High-Value Industries	+ Programs & Incentives + Awareness & Engagement	Progressive	Medium
4.3	Build and Maintain a Business and Property Inventory	+ Policy & Plans	Basic	High
4.4	Expand Small Business Incentives and Grants	+ Programs & Incentives	Basic	Low
4.5	Engage and Celebrate Businesses	+ Programs & Incentives + Awareness & Engagement	Basic	Medium
4.6	Foster Innovation and Build Workforce Talent	+ Awareness & Engagement	Progressive	Medium
4.7	Form a Vine Street Business Committee to Drive Local Economic Vitality	+ Awareness & Engagement + Capacity Building	Progressive	High
4.8	Establish a Business Liaison Position	+ Awareness & Engagement + Capacity Building	Progressive	Low

5 Support Connectivity

Improve the area's connectivity and transportation to create safe streets for all users by upgrading streets and intersections, redesigning key roads, promoting trails, and securing funding for active transportation and trail connections

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026–31)
5.1	Strengthen Agency Partnerships to Advance Safety, Mobility, and Livability Improvement	+ Capacity Building	Progressive	High
5.2	Support City and Regional Transportation, Trail, and Pedestrian Projects	+ Plans & Policy + Projects	Progressive	Medium
5.3	Prioritize Street and Intersection Upgrades in the CRA	+ Plans & Policy + Projects	Progressive	High
5.4	Redesign Columbia Avenue, Oaks Street, Dyer Boulevard, and Thacker Avenue	+ Plans & Policy + Projects	Transformational	High
5.5	Invest in Mobility and Transportation Planning to Guide Future Improvements	+ Plans & Policy + Projects	Progressive	Low
5.6	Expand Micro Transit and Last-Mile Services	+ Programs & Incentives + Projects	Progressive	Low
5.7	Incentivize Walkable, Bike-Friendly Infrastructure and Site Design	+ Programs & Incentives + Projects	Basic	Medium
5.8	Pursue Grants for Active Transportation and Trail Connectivity	+ Programs & Incentives + Projects	Basic	Low
5.9	Complete the Street Grid Through Redevelopment	+ Plans & Policy + Programs & Incentives	Basic	High
5.10	Promote Trail Use and Key Destinations	+ Plans & Policy + Programs & Incentives + Projects	Progressive	Medium
5.11	Launch a Safe Streets Awareness Campaign	+ Awareness & Engagement	Basic	Medium

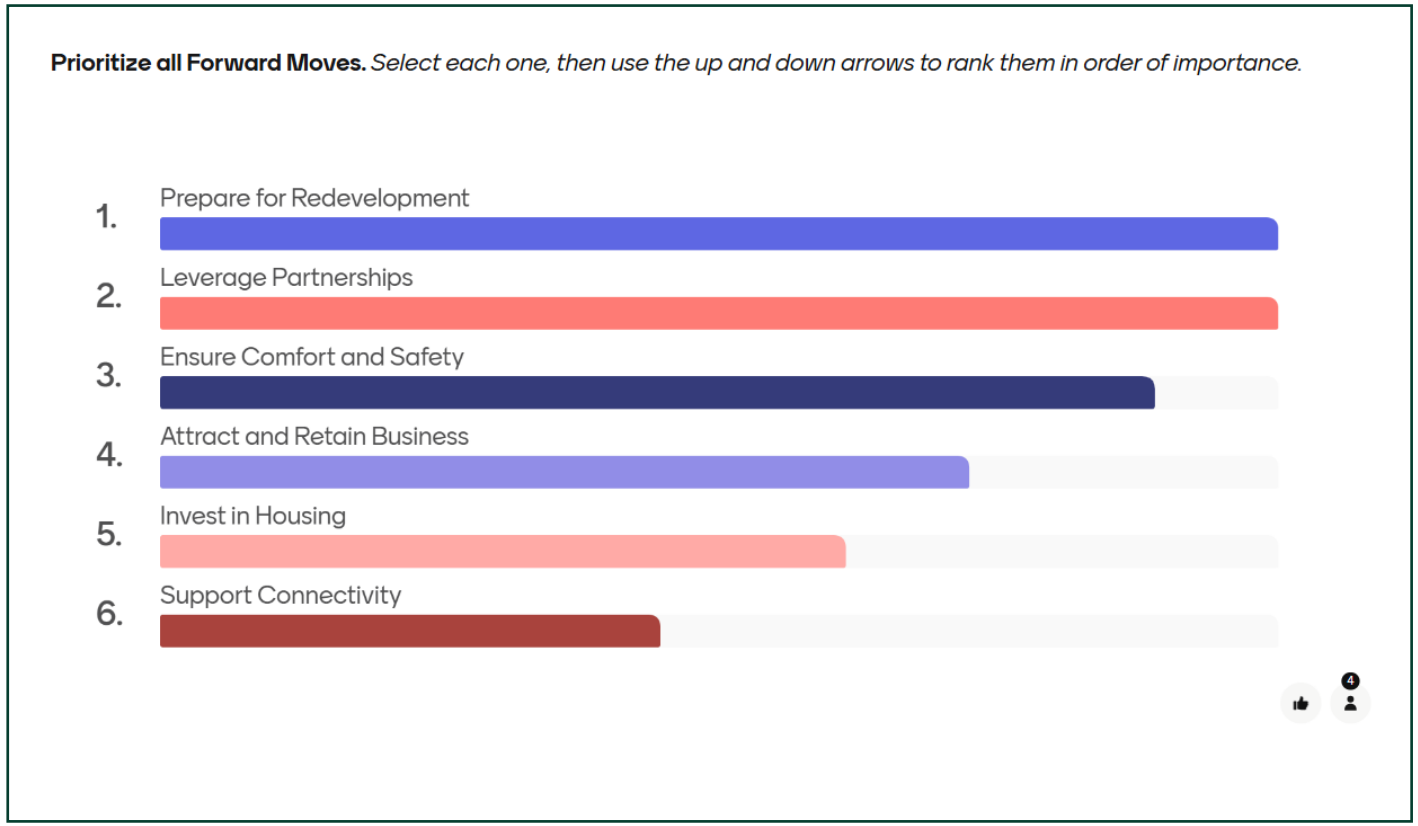
6 Invest in Housing

Invest in developing diverse, high-quality, safe, affordable housing options to support the city's population growth by prioritizing mixed-use developments and flexible housing solutions to drive economic growth and enhance the quality of life for all residents in the area

#	ACTION	TYPE	EFFORT/IMPACT	PRIORITY (2026-31)
6.1	Develop and Maintain a Current Inventory of Vacant or Underutilized Sites Suitable for Housing Development	+ Development Planning & Preparation + Awareness & Engagement	Basic	High
6.2	Facilitate and Support Infill Housing Development, Strategic Land Acquisition, and Assembly	+ Development Planning & Preparation + Programs & Incentives + Plans & Policy	Progressive	High
6.3	Expand Housing Stability, Assistance, and Homeownership Programs	+ Development Planning & Preparation + Programs & Incentives + Plans & Policy	Progressive	Low
6.4	Support Missing Middle Housing and Innovative Housing Models	+ Development Planning & Preparation + Programs & Incentives + Plans & Policy	Basic	High
6.5	Support a Citywide Housing Plan and Related Studies	+ Plans & Policy	Basic	High
6.6	Incentivize Affordable Housing Development by Developers, Nonprofits, and Faith Groups	+ Programs & Incentives + Plans & Policy	Basic	High
6.7	Partner with Employers to Encourage Local Living	+ Capacity Building	Basic	Low
6.8	Create a Housing Resource Guide for Residents and Stakeholders	+ Awareness & Engagement	Basic	Low

Forward Moves Ranking Results

CRA Board Members (August 2025)



Stakeholders and Community Members



Thank you

ITEM 8.B
(DKCRA) Azure Hotel International, Inc. Pioneer Project Incentive Program Agreement

Request

Requesting approval of the Pioneer Project Incentive Program Agreement (PPIP) with Azure Hotel International, Inc. (Contract #20260298) for the Hotel and Convention Center Project.

Explanation

One of the Downtown Kissimmee Community Redevelopment Agency (CRA) goals is to use developer incentives to encourage private-sector investment in downtown Kissimmee, thereby increasing property values and economic opportunity.

The City Commission approved the Downtown Kissimmee CRA Pioneer Project Incentive Program (PPIP) as a vehicle to support development projects that will positively impact the residential and business community and the economic vitality of the CRA. Qualifying projects are evaluated by staff on a case-by-case basis based on capital investment, job creation, and alignment with the CRA Master Redevelopment Plan.

Azure Hotel International, Inc. submitted a PPIP application for the comprehensive development of a transformative luxury hotel and convention center at 201 E. Dakin Avenue. The project encompasses an estimated development investment of $147,094,193, comprising a privately-owned 10-story, 309-room luxury hotel spanning approximately 220,000 square feet ($100,914,893 cost) and a 45,000-square-foot convention center featuring an 18,400-square-foot main hall ($46,179,300 cost).

The project meets the PPIP Policy’s definition of an innovative commercial project that will:

- Advance the CRA's vision for a vibrant, historic lakeside "destination downtown" with mixed commercial, tourism, employment, and community uses.
- Introduce a flagship luxury hospitality asset under the Preferred Hotels & Resorts affiliation to an underserved downtown market.
- Bring substantial convention business and tourism, and an estimated $18,000,000 contribution to the local economy.
- Create an estimated 200 permanent jobs and approximately 400 construction jobs.

The applicant requested a PPIP funding amount of $1,500,000. Per the PPIP policy, approved incentives are limited strictly to ten percent (10%) of eligible tangible project hard costs, up to a program maximum of $1,500,000. Staff reviewed the project application and finalized an Eligible Tangible Costs Worksheet for the hotel component, which excludes soft costs such as architectural, engineering, legal, or permitting fees.

The total eligible hard construction costs solely for the hotel—spanning site work, foundation, structure & parking garage, exteriors, interiors, and premium infrastructure—total $81,392,106. Ten percent of these eligible physical improvement costs equals $8,139,210.60. However, per the program policy, the recommended grant award is capped at the maximum allowed amount of $1,500,000.

Therefore, staff recommends approving the award of a PPIP grant to Azure Hotel International, Inc. in the amount of $1,500,000.

The attached agreement memorializes the grant award, terms, and the parties' mutual commitments. The grant will be awarded on a reimbursement basis once the project is completed, has received a Certificate of Occupancy, and the developer provides verified invoices and proof of payment.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622208-508282		Decrease	1,500,000	1,500,000

Financial Summary:

The Downtown Kissimmee CRA has funds available to support this grant. In accordance with the PPIP policy disbursement schedule for awards greater than $500,001, funding will be distributed in five (5) equal annual payments of $300,000 over a five-year period following project completion and compliance verification.

Recommendation

Approve the Pioneer Project Incentive Program Agreement (PPIP) with Azure Hotel International, Inc., for the Hotel and Convention Center Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter:

Attachment(s):
1. (S) Final Draft DKCRA PPIP Agreement

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
PIONEER PROJECT INCENTIVE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 202_ by and between the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA)**, a special district of the State of Florida, hereinafter referred to as the "**CRA**" and **AZURE HOTEL INTERNATIONAL, INC.,** hereinafter referred to as "**DEVELOPER**".

WITNESSETH:

WHEREAS, DEVELOPER proposes the comprehensive development of a transformative luxury hotel and convention center project located at 201 E. Dakin Avenue, Kissimmee, FL 34741 (the "Property"), known as the Azure Hotel & Convention Center Project (the "Project"); in the Downtown Kissimmee Redevelopment Area (the "Area") and its business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the "Plan"); and

WHEREAS, DEVELOPER supports the mission of the Area and maintains that its development plan for the Project fulfills the goals and objectives in the Plan; and

WHEREAS, the Plan, supports financial incentives to encourage private sector investment and business development within the Area; and

WHEREAS, to help promote investment and development in the Area, the CRA established the Pioneer Project Incentive Program (the "PPIP") and policy, attached hereto and incorporated herein by reference as Exhibit "A", as a vehicle to help support those endeavors; and

WHEREAS, DEVELOPER has submitted a PPIP application for the Project, which encompasses a total estimated development investment of $147,094,193.00, comprising a privately owned luxury hotel component with an estimated cost of $100,914,893.00 and a convention center component with an estimated cost of $46,179,300.00; and

WHEREAS, the hotel component shall feature a 10-story, 300-room luxury hotel spanning approximately 220,000 square feet; and the convention center component shall feature a 40,000 square foot facility with a 10,000 square foot main hall and a maximum capacity of 3,500 attendees; and

WHEREAS, the CRA reviewed the application and determined DEVELOPER is eligible for a PPIP grant for 10% of eligible project hard costs, not to exceed $1,500,000.00 which shall be used solely toward the development of the hotel; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which DEVELOPER shall be awarded a PPIP grant.

NOW THEREFORE, in consideration of mutual covenants, conditions, and promises contained herein, the Parties agree as follows:

1. **Recitals Incorporated**. The above-listed recitals are true and correct and hereby incorporated into this Agreement.

2. **Exhibits.** The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

Exhibits	Description
"A"	PPIP Policy
"B"	Azure Hotel International, Inc. PPIP Application
"C"	Project Description
"D"	Eligible Project Hard Costs
"E"	Human Trafficking Affidavit

3. **Term**. This Agreement shall take effect on the date stated above and shall continue until DEVELOPER fulfills its grant obligations, unless terminated earlier by either party as provided herein from the effective date of this Agreement.

4. **Eligible Incentives.** DEVELOPER shall receive a one-time PPIP grant, for the eligible project hard costs outlined in Exhibit D, in the amount of One Million Five Hundred Thousand Dollars ($1,500,000.00), which shall be used solely toward the development of the hotel.

5. **Grant Conditions and DEVELOPER Obligations**.

a. DEVELOPER agrees that all PPIP grant funding shall be used for eligible hard project costs outlined in Exhibit D.

b. DEVELOPER agrees that the award is final, non-negotiable and by ratifying this Agreement, covenants not to pursue supplemental PPIP funding from the CRA.

c. DEVELOPER agrees to follow the procedures outlined in the CRA's PPIP policy and acknowledges receipt and full understanding thereof.

d. DEVELOPER's failure to meet the eligibility requirements and all obligations outlined in the PPIP policy may be considered a material default of this Agreement, and DEVELOPER may be required to reimburse CRA for all funds which may have been dispersed.

e. DEVELOPER agrees to prominently display a sign provided by the CRA on the premises indicating that the property is a CRA Pioneer Project site.

6. **CRA Obligations**. The CRA agrees to award the DEVELOPER a one-time PPIP grant in the amount of $1,500,000.00. The PPIP grant funds will be provided to the DEVELOPER once the Project is completed and has received a Certificate of Occupancy and DEVELOPER has provided the CRA with invoices for compensable improvements within the scope of DEVELOPER's application and this Agreement.

Once verifying completion of the project, the CRA will disperse the grant funds in five (5) equal annual increments of Three Hundred Thousand Dollars ($300,000.00) over a five (5) year term following the issuance of a Certificate of Occupancy for the hotel; according to the following schedule (Table 1):

Table 1

Payment Year	Amount	Date Dispersed
Year 1	$300,000	TBD (post completion)
Year 2	$300,000	2nd year from the date of completion
Year 3	$300,000	3rd year from the date of completion
Year 4	$300,000	4th year from the date of completion
Year 5	$300,000	5th year from the date of completion

7. **Notice**. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CRA: Downtown Kissimmee Community Redevelopment Agency
City of Kissimmee, Development Services
Attn: Samia Singleton
101 Church Street
Kissimmee, Florida 34741

and

Office of the City Attorney
Attn: Kalanit Oded
101 Church Street
Kissimmee, Florida 34741

DEVELOPER: Ramón Gómez
Azure Hotel International, Attention: Chief Executive Officer
3201 E Colonial Drive
Unit D 50
Orlando, FL 32803

8. **Termination.** Either Party may terminate the Agreement for convenience by giving the other Party written notice at least thirty (30) days prior to effective date of termination. CRA may terminate this Agreement immediately with Notice to DEVELOPER in the event of any breach of the conditions of the Agreement by DEVELOPER, including non-performance of duties. In the event of Termination, DEVELOPER shall be required to reimburse the CRA for any grant funding received, if performance measures were not achieved.

9. **Severability**. All clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.

10. **Waiver.** No waiver by either Party of any defaults shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

11. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, or assigns.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida. Venue shall be in Osceola County, Florida.

13. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.

14. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.

15. **Clauses Required By State Law.**

    a. **Public Records.** Vendor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Vendor shall keep and maintain public records required by City to perform the service.

If Vendor has questions regarding the application of Chapter 119, Florida Statutes, to Vendor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records

at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

i. If the City's Custodian of Records requests records from Vendor, Vendor shall provide City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

ii. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to City.

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

iv. Upon notice to Vendor of a request to inspect or copy public records relating to a City's contract for services, Vendor shall provide the records to City or allow the records to be inspected or copied within a reasonable time.

v. If Vendor does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by City.

vi. A Vendor who fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

b. **Scrutinized Companies Certification.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria,

per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

c. **Discriminatory Vendor List.** Vendor hereby acknowledges its continuous duty to disclose to City if Vendor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

d. **Public Entity Crimes.** Vendor represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. Vendor acknowledges the continuous duty to disclose to the City if Vendor or any of its affiliates are placed on the convicted vendor list.

e. **Antitrust Violations; Denial Or Revocation Under Section 287.137, Florida Statutes.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Vendor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently

added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

f. **Non-Discrimination.** Vendor, for itself, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:
   i. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of Services described herein; and
   ii. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

   Vendor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon Vendor, its successors, transferees, and assignees, for the period during which Services are provided. Vendor further agrees to ensure that its independent Vendors and subcontractors are not in violation of the terms of this provision.

g. **Human Trafficking.** Vendor shall provide City with a completed affidavit signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes. See "Exhibit E" for a sample human trafficking affidavit.

h. **E-Verify.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors during the term of this Agreement. If Vendor enters into a contract with a subcontractor's performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an

affidavit stating that the subcontractors does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify. Every Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). City acknowledges that Vendor may use workers outside the United States, who will not be subject to e-verification.

16. **Entire Agreement.** This Agreement and all Exhibits hereto constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any agreement not contained herein shall not be binding on either Party, nor of any force or effect.

17. **Signature Authority**. Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a Party hereto.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY

_____
Mayor Jackie Espinosa, Chair

ATTEST:

_____
Tameara Crespo, City Clerk

APPROVED AS TO FORM:

_____
Kalanit Oded, City Attorney

DEVELOPER

_____
Azure Hotel International, Inc.

Printed Name: Ramon Gomez

Title: CEO

EXHIBIT A

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
PIONEER PROJECT INCENTIVE PROGRAM POLICY

The City of Kissimmee Community Redevelopment Agencies (CRAs) Redevelopment Plans advise the use of developer incentives to attract private sector investment. The creation of a CRA Pioneer Project Incentive Program (PPIP) would incentivize the development of residential, commercial and mixed-use projects in the CRA that would otherwise not happen due to exorbitant local development impact fees.

The PPIP would support development projects that will positively impact the residential and business community, and the economic vitality of the CRA. Qualifying projects are those that are deemed desirable to the CRA and identified as potentially having a significant positive impact on the local economy.

Pioneer projects are defined as follows:

- A residential project that significantly increases the CRA's population.
- An innovative commercial project that creates employment opportunities, attracts significant attraction to the CRA and/or fills an unmet need in the CRA.
- A mixed-use commercial and residential project.

Eligible projects will be based on:

- Public facilities
- Jobs created
- Number of residential units
- Maximum capital investment
- Connection with the CRA Redevelopment Plan

<u>Program Funding</u>

Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Staff review the application and the proposed project, and determine its eligibility..
Incentive amount:

If approved, the PPIP incentive will be limited to a ten (10) percent of the tangible project cost, up to one and a half ($1.5) million.

"Tangible Project Cost" is defined as physical costs that directly contribute to increasing the taxable value of the property, like site development, construction costs, permanent building improvements, and machinery and equipment. Other costs considered "Softs costs", like architectural, engineering and legal fees, financing costs, furniture, etc., are not eligible for reimbursement.

Disbursement schedule:

- Up to$150,000, disbursed in one payment
- Awards between $150,001 and $500,000, disbursed in three (3) equal payments, one per year.
- Awards greater than $500,001, disbursed in five (5) equal payments, one per year (up to $1.5M program maximum)

The CRA reserves the right to approve alternative incentives structures, including (but not limited to) the following:

- TIF Rebate - A partial to full rebate for a defined of time period.
- Permit Fee, Impact Fee and Mobility Fee Waiver or Reduction - Though the City's regional brownfields designation, the City may offer a partial or complete waiver of permitting fees, impact fees and mobility fees.
- Land contribution

*Additional forms of assistance may be provided on a case by case basis.

Procedure

1. Upon receiving an application, CRA staff will determine if the proposed work is eligible for funding and meets the definition of a Pioneer project.
2. Upon submittal of application and all documentation and eligibility requirements, the CRA shall approve the application.
3. Work shall not begin until the applicant receives an approval from CRA staff.
4. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.
5. Applicant must include a timeline for project completion.
6. Once the grant is approved, the applicant must to complete the project within the timeline submitted with the application, plus up to six additional months. with a six- month extension upon written request and written approval by the CRA.
7. Upon completion of the project, the applicant will request disbursement of the Pioneer Incentive, providing evidence that all inspections have been completed, all contractors and materials have been paid in full, copies of paid invoices, and adequate proof of payment including cancelled checks and banks statements showing payment.
8. CRA staff will review the request and backup documentation and will authorize disbursements of grant funds in the amount approved and subject to the appropriate disbursement schedule.

EXHIBIT B

Pioneer Project Incentive Program (PPIP)

Submitted on	21 July 2026, 4:45PM
Receipt number	24
Related form version	11

Applicant Information

Applicant Name	Azure Hotel International
Contact Person (If Corporation)	Ramon Gomez
Street Address	3201 E Colonial Dr., Unit D50
City	Orlando
State	Florida
Zip Code	32803
Phone	3213146332
Email	ramon@azurehotelinternationalinc.com
Applicant Business Structure	S-Corporation
Which CRA are you applying for?	Downtown Kissimmee CRA
Have you received CRA funding within the past 2 years?	No
Have you received PPIP funding within the past 5 years?	No

Project Details

Project Site Address	201 E Dakin Ave.
Project sq ft	401,000

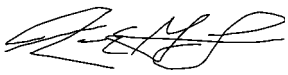
Parcel ID	22-25-29-1591-0001-0030
Base Real Property Value	15,303,800
Year of most recent tax assessed value	2026
Does the applicant own the property?	Yes
If the applicant is not the owner, does the owner authorize thisapplication?	
Upload ownership authorization	
Does the applicant intend to acquire the property?	
Select the type of project	Commercial (innovative commercial)
Describe public benefits associated with this project.	The project will bring convention business, tourism and estimated contribution to the local economy of $18,000,000. The Hotel will have restaurants, roof top bar and 309 rooms
How many jobs will this project create?	200
Describe how this project aligns with the CRA's goals and objectives.	The Azure Hotel Kissimmee Historic Downtown and the new Kissimmee Convention Center (on the former Civic Center site at 201 E. Dakin Ave.) are flagship alignments with the Downtown Kissimmee Community Redevelopment Agency Master Plan and initiatives. This $195M+ public-private partnership directly advances the CRA's vision for a vibrant, historic lakeside "destination downtown" with mixed commercial, tourism, employment, and community uses
Real property construction value	$250,000,000
Total private investment amount	$195,000,000
Total project cost	$200,000,000
Total tangible project costs	$164,000,000
What is the requested PPIP funding amount?	$1,500,000
Does the applicant have all the private funding in place to complete this project?	Yes
Please explain why you answered "no"	
Estimated project start date	09/02/2026

Estimated completion date	02/28/2029

Upload Documents

W-9	Azure Hotel International W9.pdf
Site plan, conceptual plan elevations, renderings or floor plans	2025-16_AZURE HOTEL_ARCH AND CC-c.pdf
Preliminary Project Schedule	AZURE PROJECTS KISSIMMEE 3-23 -2026.pdf
Project Description	Azure Hotel Kissimmee and Kissimmee CC Business Case 20260713.pdf
Resume of the developer or development team	History of Azure Hotel Holdings.pdf Ramon Gomez CV v3.pdf Juan Velez CV .pdf CV Atkin Kevin.pdf
Project pro-forma or budget	260325_AZURE_300 Hotel_201_ East Dakin_Downtown_Kissimmee_13_10_2025-2.xlsx 260325_Kissimme_Convention_Center_IN_13_10_2025-2.xlsx

Signature



Link to signature

EXHIBIT C

Azure Hotel International Business Case

Ramon Gomez, CEO 07/12/26

Ownership

The Azure Hotel and Kissimmee Convention Center project is sponsored and promoted by the **Azure Hotel International, Inc** a development organization focused on hospitality projects.

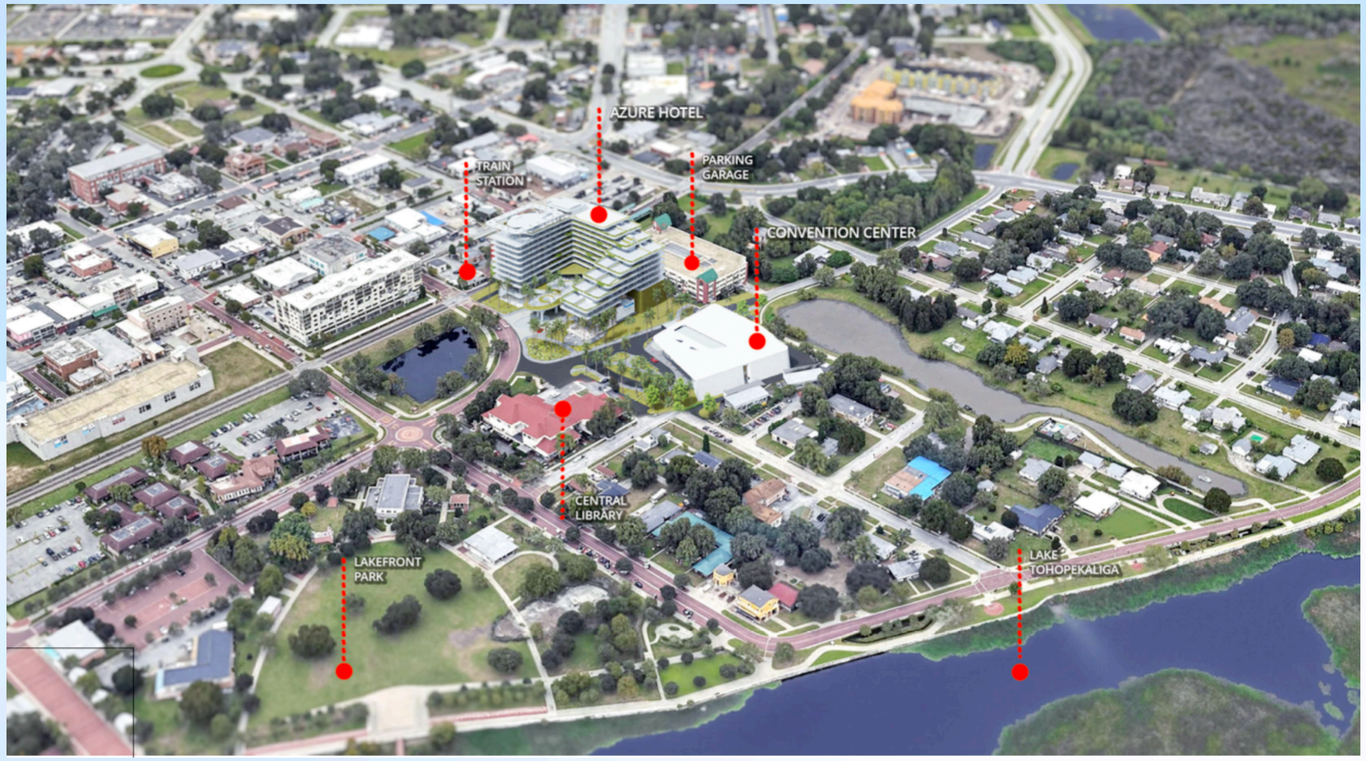
The sponsor organization is responsible for the planning, development, and coordination of the Azure Hotel Kissimmee project located in **Historic Downtown Kissimmee, Florida.** The development is intended to create a hospitality destination that integrates hotel accommodations and convention facilities designed to support tourism, business events, and regional economic activity.

The project is led by a management team with experience in hospitality development, financial management, and construction. The leadership team includes **Ramón Gómez, Chief Executive Officer**, along with executives responsible for finance, construction, and project administration.

The project is being developed under the Azure brand and affiliated to Preferred Hotels and Resorts, which represents the project’s hospitality concept and development identity. The Azure brand reflects the project's positioning as a modern hospitality and convention destination within the Central Florida tourism market.

Together, the sponsor organization and its leadership team provide the organizational structure and management capacity necessary to advance the development of the Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project.

Plan Project Works



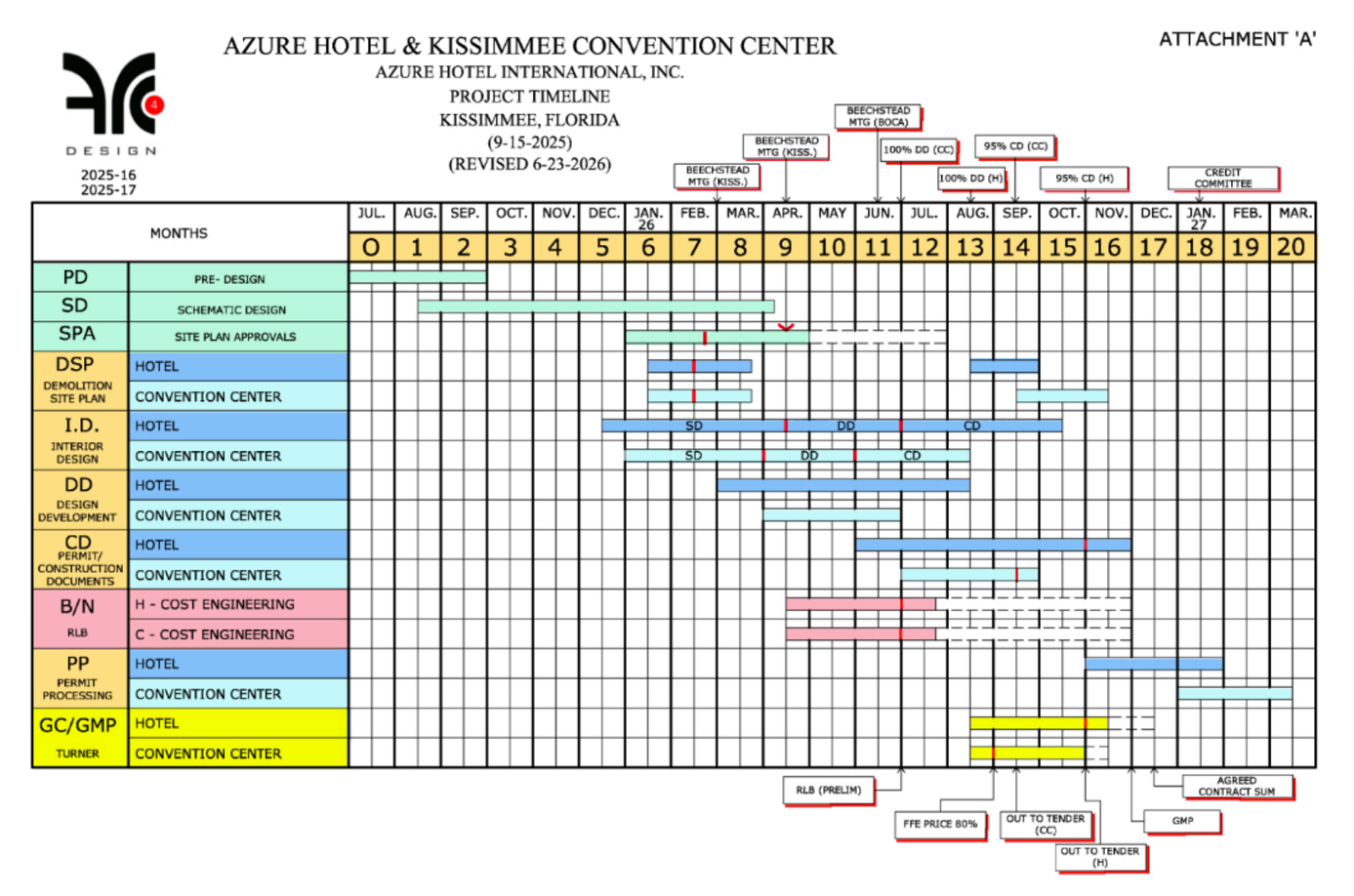
The Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project involves the development of a hospitality complex located in Historic Downtown Kissimmee, Florida, designed to support tourism, business travel, and convention activities within the Central Florida region.

Cont. Plan Project Works



The development includes the construction of a hotel and convention center, providing guest accommodations, meeting and event spaces, and hospitality amenities intended to serve both leisure travelers and corporate events.

Cont. Plan Project Works



The project scope includes architectural design, construction of the hospitality facilities, and integration with the surrounding downtown environment.

Development planning incorporates defined construction budgets and costs outlined in the project's business plan, including both hard and soft development costs.

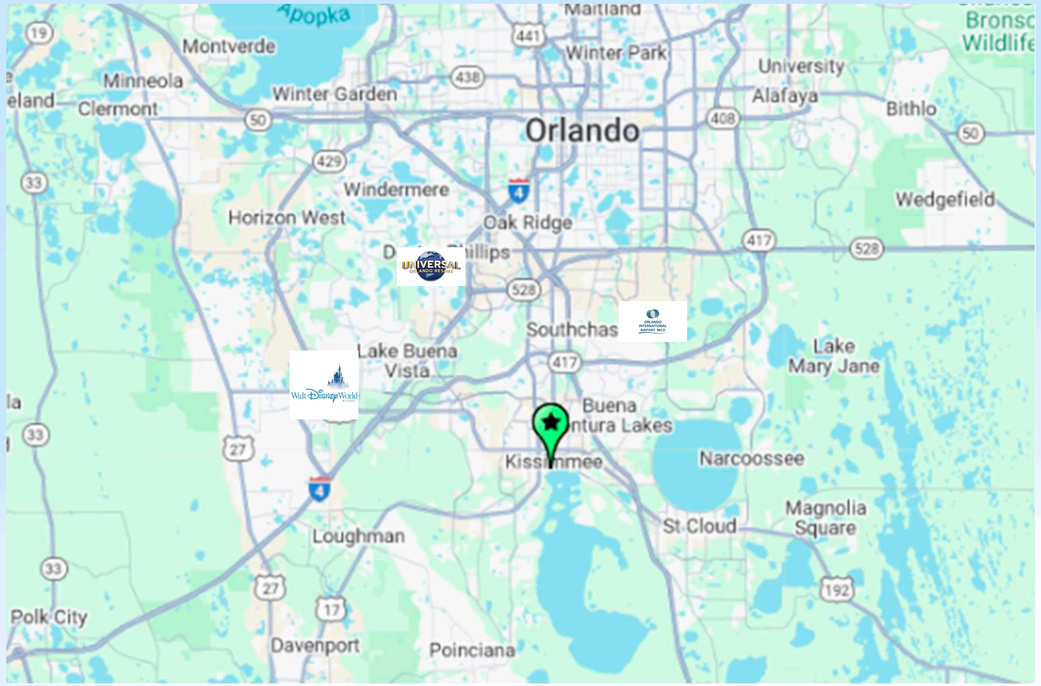
Cont. Plan Project Works

FIGURE 1-6 HISTORICAL SUPPLY & DEMAND TRENDS

Year	Average Daily Room Count	Available Room Nights	Change	Occupied Room Nights	Change	Occupancy	Average Rate	Change	RevPAR	Change
2017	2,042	745,282	—	626,428	—	84.1 %	$123.44	—	$103.75	—
2018	2,088	762,255	2.3 %	614,956	(1.8) %	80.7	131.67	6.7 %	106.23	2.4 %
2019	2,222	811,181	6.4	651,313	5.9	80.3	128.99	(2.0)	103.57	(2.5)
2020	1,864	680,310	(16.1)	297,761	(54.3)	43.8	114.43	(11.3)	50.09	(51.6)
2021	2,280	832,300	22.3	550,853	85.0	66.2	118.12	3.2	78.17	56.1
2022	2,402	876,668	5.3	682,161	23.8	77.8	144.63	22.4	112.54	44.0
2023	2,510	916,064	4.5	702,536	3.0	76.7	143.00	(1.1)	109.67	(2.5)
2024	2,514	917,610	0.2	698,566	(0.6)	76.1	138.89	(2.9)	105.74	(3.6)
Year-to-Date Through March										
2024	2,514	226,260	—	188,718	—	83.4	$163.82	—	$136.64	—
2025	2,514	226,260	0.0 %	188,679	(0.0) %	83.4	157.23	(4.0) %	131.11	(4.0) %
Average Annual Compounded Change:										
2017 – 2019			4.3 %		2.0 %			2.2 %		(0.1) %
2017 – 2024			3.0		1.6			1.7		0.3
2022 – 2024			2.3 %		1.2 %			(2.0) %		(3.1) %
2023 – 2024			0.2		(0.6)			(2.9)		(3.6)

The preferred development option was determined based on market demand analysis, tourism growth projections in Central Florida, and the project's strategic location near major attractions such as Walt Disney World.

Location



The Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project is located in Historic Downtown Kissimmee, Florida, within the Central Florida tourism corridor. The location was selected due to its proximity to major regional attractions, transportation routes, and established tourism infrastructure.

Primary regional access through the area is provided by east/west Interstate 4, which extends to Tampa to the southwest and Daytona Beach to the northeast.

North/south Interstate 95 is another major highway, providing access to Miami to the south and Jacksonville to the north. Regional access through the area is also provided by Florida's Turnpike, which extends from southeast Florida, through Orlando, to Interstate 75 to the northwest.

Location





Kissimmee is positioned near some of the most visited destinations in the United States, including Walt Disney World and other Orlando-area theme parks, which attract millions of visitors annually. This proximity creates strong demand for hospitality accommodations and event facilities.

The project site within Historic Downtown Kissimmee also benefits from ongoing urban revitalization initiatives intended to attract tourism, business activity, and hospitality investment to the area. The downtown location provides accessibility to transportation networks, restaurants, retail, and local attractions, making it suitable for both leisure and business travelers.

The selection of this location reflects the project's strategy to position the Azure Hotel and Convention Center within a high-demand tourism market while contributing to the continued development of the Kissimmee downtown district.

Business Objectives

The Azure Hotel and Convention Center project has been developed with clear strategic and financial objectives designed to support tourism, hospitality growth, and economic activity within Historic Downtown Kissimmee.

Objective #1: One of the primary objectives of the project is to establish a hospitality destination that supports both leisure tourism and business events within the Central Florida region. By combining hotel accommodations with convention and meeting facilities, the project seeks to attract a diversified mix of visitors, including tourists, corporate travelers, and event participants.

Objective #2: Another key objective is to contribute to the ongoing revitalization of Historic Downtown Kissimmee by increasing tourism activity, supporting local businesses, and generating employment opportunities within the community.

Objective #3: The project also aims to achieve sustainable financial performance through hotel operations, event hosting, and related hospitality services. Performance toward these objectives will be measured through operational indicators such as hotel occupancy levels, revenue generation, and the ability to attract tourism and business events to the area.

These objectives provide measurable benchmarks that allow the project sponsors and stakeholders to evaluate the operational success and long-term viability of the Azure Hotel and Convention Center development.

Financial Appraisal

The following analysis illustrates the progressive ramp-up of hotel operating performance from the initial opening year through the stabilized period. Projected revenues, EBITDA margins, and Net Operating Income (NOI) reflect a steady increase in market penetration and operational efficiency, reaching full stabilization by 2034.

The indicated value under the Income Approach is derived by capitalizing the projected stabilized NOI at a 7.25% capitalization rate, resulting in an estimated value of approximately

US$160 million (equivalent to US$533,000 per key for 300 rooms). Simultaneously, the Market Comparable Approach yields a converging indication near US$159 million by 2034, demonstrating strong alignment between both valuation methods.

Table A - Income Approach Projection

Year	% of Stabilized Revenue	Revenue (US$M)	EBITDA Margin	NOI (US$M)	Value = NOI / 7.25%	Value / Key (300 Keys)
2029 (Opening)	55%	31.9	12%	3.83	52.8	176k
2030	70%	40.6	16%	6.50	89.6	299k
2031	80%	46.4	18%	8.35	115.2	384K
2032	90%	52.2	19%	9.92	136.8	456k
2033	95%	55.1	20%	11.02	152.0	507k
2034	100%	58.0	20%	11.60	160.0	533k

Financial Appraisal Cont.

Table B - Market Approach Convergence

Year	% of Stabilized $/Key Applied Revenue	Applied $/Key	Total Value (300 Keys)
2029 (Opening)	65%	344.5k	103.35M
2030	80%	424.0k	127.20M
2031	90%	477.0k	143.10M
2032	95%	503.5k	151.05M
2033	98%	519.4k	155.82M
2034	100%	530.0k	159.00M

Note: Capitalization rate of 7.25% reflects upper-upscale hospitality benchmarks in Florida based on 2024–2025 market averages.

Demand Studies

The Orlando–Kissimmee metropolitan region represents the most visited tourism destination in the United States and one of the most diversified and resilient MICE (Meetings, Incentives, Conventions & Exhibitions) markets worldwide. With 74+ million annual visitors, a highly diversified demand base, and a globally competitive lodging and attractions ecosystem, the market exhibits institutional-grade fundamentals aligned with long-term infrastructure and hospitality investment strategies.

Quantitative Demand Indicators METRICS

Indicator	Metric	Commentary
Annual Visitor Volume	74M+	Largest tourism market in the US
Hotel Room Inventory	130,000	One of the largest hotel cluster in the world
Tourism Economic Output	$87B+	Highly diversified visitor economy engine
Convention & Events Vuenues	200 plus	Scalable event hosting infrastructure
MCO Annual Passengers	50M+	Top-tier international gateway, rapid growth trajectory
Sports Tourism Visitors	~3.5M	Strategic driver of group event volume
International Visitor Share	~10%+	Increasing diversification and destination rotation

Demand Studies Cont.

Demand Drivers

- Robust tourism base and world-class hospitality infrastructure
- Strong corporate, association, sports, and SMERF segments
- Youth-sports dominance and sports-entertainment event ecosystem
- Highly accessible via Orlando International Airport (MCO)
- Ongoing domestic migration and regional corporate expansion

Kissimmee benefits from:

- Proximity to Orlando’s core attraction base at relatively lower operating cost
- Expanding upper-select and full-service hotel inventory
- Strong municipal destination support and tourism bureau coordination
- Deep integration with Central Florida’s sports-tourism pipeline
- Favorable pricing vs. Orlando CBD for corporate and association groups

Demand Studies Cont.

Long-Term Structural Growth Trends

- Corporate relocations and business formation in Central Florida
- Infrastructure investments and expanding flight connectivity
- Ongoing tourism demand growth supported by global leisure leadership
- Resilience across economic cycles due to diversified demand sources

Investment Implication

The Orlando–Kissimmee MICE market exhibits:

- Institutional-grade demand visibility
- Diversified convention and event generation channels
- Low concentration risk and high cycle durability
- Consistent RevPAR and visitation growth exceeding national averages

This positioning reinforces the long-term stability, scalability, and monetization potential of the Kissimmee Convention Center operating contract, supporting investor interest from global alternative asset managers including sovereign wealth funds, pension platforms, and hospitality-infrastructure REITs.

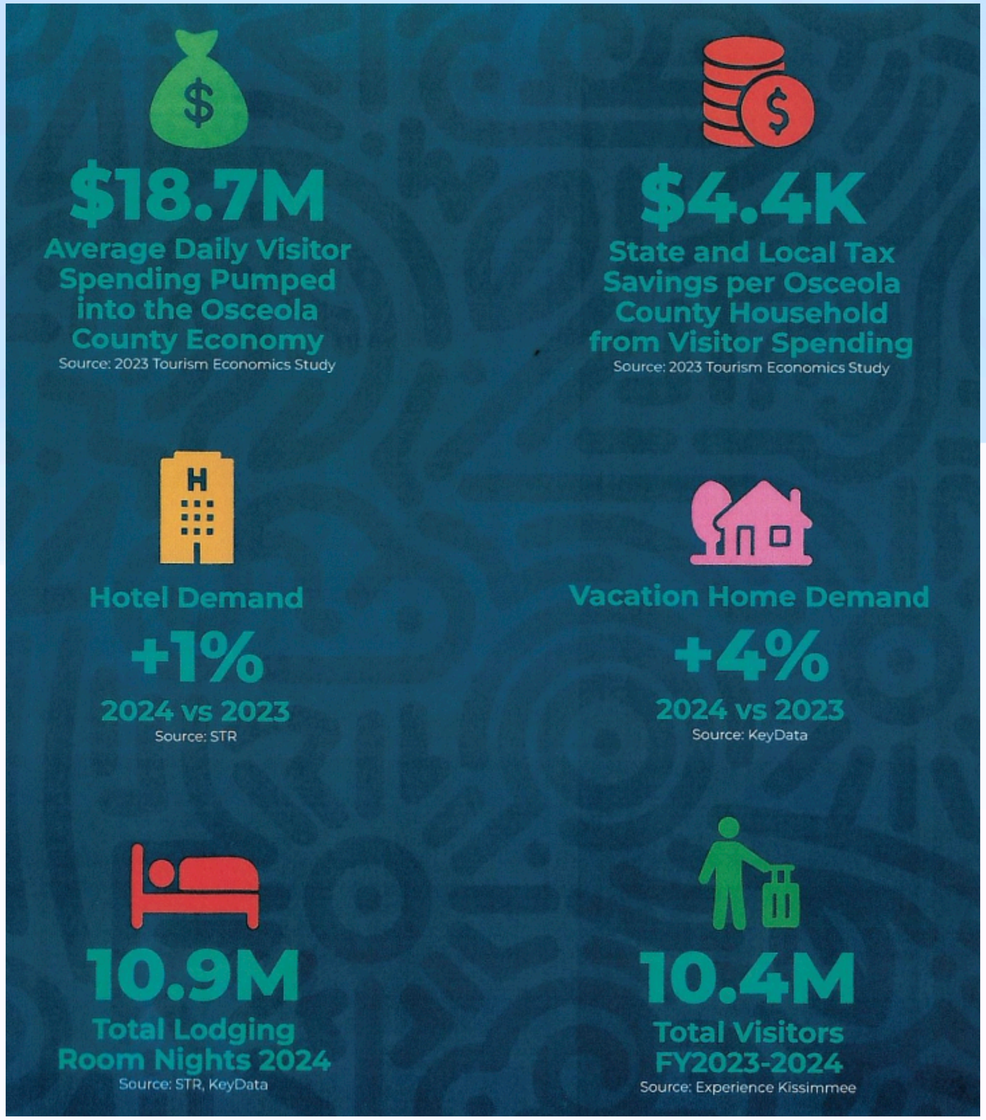
Market and Competition

The Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project is positioned within the Central Florida hospitality market, one of the most active tourism destinations in the United States.

The Orlando–Kissimmee region attracts millions of visitors each year due to major attractions such as Walt Disney World and other entertainment destinations, creating sustained demand for hospitality accommodations and event facilities.

While the broader Orlando market includes a wide range of resort and tourism-related hotels, Historic Downtown Kissimmee remains an underserved area for modern lifestyle and upscale hospitality developments. This market positioning creates an opportunity for the Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project to capture demand from both tourism and business event segments.

The project's combination of hotel accommodations and convention facilities allows it to serve both leisure travelers and corporate events, providing a differentiated offering within the regional hospitality market.

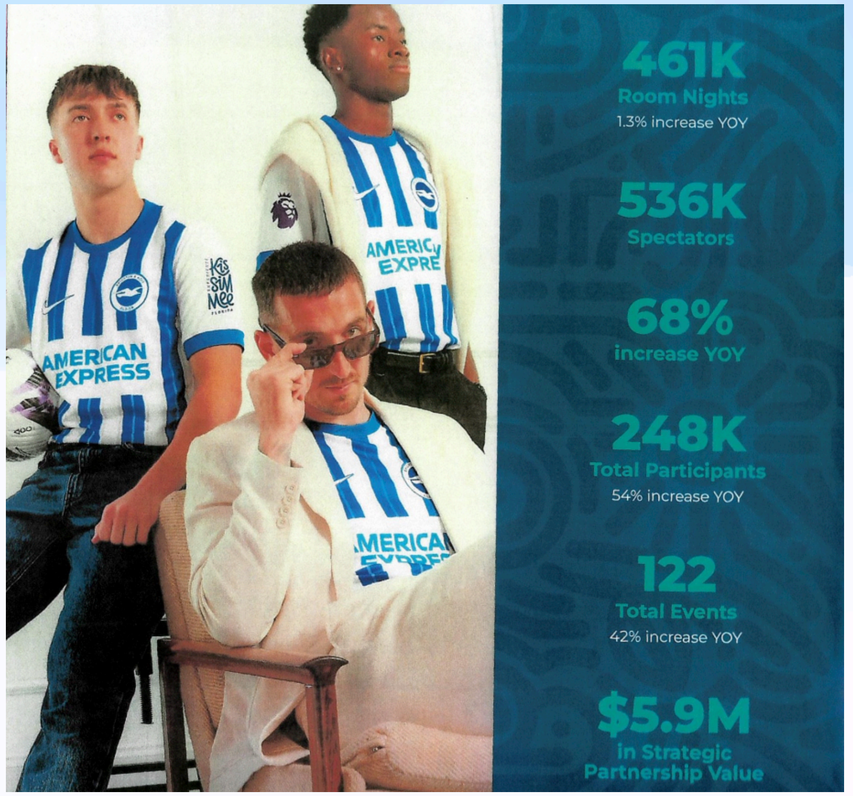


Market and Competition

Meeting Sales & Services:



Kissimmee Sports Groups:



Project Objectives

The Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project aims to establish a high-quality lifestyle hospitality asset in Historic Downtown Kissimmee, capturing both tourism and corporate demand in the Central Florida market. Project objectives are defined through measurable indicators aligned with the financial projections and feasibility analysis.

Key measurable objectives include:

- **Achieve stabilized occupancy levels between 78% and 82%**, reflecting strong demand from tourism, conventions, and corporate travel in the Orlando–Kissimmee corridor.

- **Reach an Average Daily Rate (ADR) between $240 and $260**, consistent with the positioning of upscale lifestyle hotels within the regional hospitality market.

- **Generate sustainable RevPAR growth** through strong operational performance and diversified guest demand.

- **Capture a diversified demand base**, including leisure tourism, business travelers, conventions, and international visitors, ensuring stable year-round occupancy.

- **Develop multiple revenue streams** including rooms, food & beverage venues, rooftop hospitality experiences, wellness facilities, and retail activity.

- **Support the economic revitalization of Historic Downtown Kissimmee** through increased tourism activity, employment generation, and long-term urban development.

Project Benefits

Key project benefits include:

- **Strong financial performance potential**
Projected stabilized occupancy of 78–82% and ADR between $240–$260, supported by strong tourism demand in the Orlando–Kissimmee corridor.

- **Diversified revenue streams**
Revenue generated from rooms, food & beverage, rooftop hospitality, wellness facilities, retail spaces, and events.

- **Strategic location in a high-demand tourism market**
The Orlando–Kissimmee region attracts over 75 million visitors annually, providing a strong demand base.

- **Limited direct competition in Downtown Kissimmee**
Historic Downtown Kissimmee remains underserved for modern lifestyle and upscale hotels.

- **Economic and social impact**
The project supports job creation, increased tourism spending, and downtown revitalization.

- **Long-term asset value creation**
Strong location and diversified demand drivers support long-term asset appreciation.

Risk and Opportunities

Risk and Opportunity Assessment

The Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project has been evaluated considering both the potential risks and opportunities associated with the development and operation of a hospitality asset in the Central Florida tourism market.

Opportunities

The project benefits from strong market fundamentals within the Orlando–Kissimmee tourism corridor, one of the most visited destinations in the United States. The region continues to experience sustained tourism growth driven by major attractions such as Walt Disney World and other entertainment destinations.

The strategic location of the project in Historic Downtown Kissimmee provides direct access to key tourism and commercial areas, positioning the development to capture demand from both leisure travelers and corporate events. The integration of a hotel and convention center further strengthens the project's ability to attract conferences, business meetings, and tourism-related activities. The Kissimmee Convention Center will be the only convention center in Florida with a train station next to it, facilitating travel and access to conventions attendees and hotel guests.

In addition, tourism projections for the region indicate continued growth in visitor numbers, creating favorable conditions for hospitality developments and long-term revenue generation.

Risk and Opportunities Cont.

Risks

Potential risks associated with the project include construction and development risks related to project costs and timelines, as well as market risks linked to fluctuations in tourism demand and economic conditions.

The hospitality sector is also subject to competitive pressures from existing hotels in the broader Orlando tourism market. However, the project's location in Downtown Kissimmee and its integrated hospitality and convention concept provide a differentiated offering that helps mitigate these competitive risks.

Overall, the project's opportunities are supported by strong regional tourism fundamentals, strategic location advantages, and diversified demand drivers.

Resources

The Azure Hotel Kissimmee project is supported by a multidisciplinary team with experience in hospitality development, financial management, construction, and project execution.

The development team is led by **Ramón Gómez, Chief Executive Officer**, who brings extensive experience in hospitality operations and resort management. Financial oversight is provided by **Kevin Atkin, Chief Financial Officer**, with significant expertise in financial structuring and project financing.

Construction and development execution is supported by **Juan Vélez, Chief Operating Officer**, who contributes expertise in large-scale development projects. Administrative and operational coordination is managed by **Mineyra Cartagena**, Corporate Secretary, supporting project implementation and organizational management.

The project team also demonstrates operational experience across several internationally recognized hospitality brands, including Marriott, Ritz Carlton, Hilton, Intercontinental, Radisson, Holiday Inn, Best Western, Embassy Suites, Hampton Inn, Comfort Inn, Sleep Inn, Quality Inn, La Quinta Inn and Suites and Sheraton, reflecting familiarity with Industry standards and hotel management practices.

The partnership with **Preferred Hotels and Resorts** who are the world's largest independent brand, representing more than 650 distinctive hotels, resorts, and residences across 85 countries. Instead of operating or owning properties directly, the company serves as a luxury marketing and distribution umbrella for independent hoteliers.

In addition to human capital resources, the project includes defined financial planning and capital allocation through detailed project cost estimates, including hard costs and soft costs associated with the development of the hotel and convention center.

These combined managerial, technical, and financial resources provide the capacity necessary to successfully deliver and operate the proposed project.

Technical Considerations

1. Project Scope and Technical Framework

The Azure's project represents the development of a premier integrated hospitality asset that combines a 309-room luxury hotel with a state-of-the-art 45,000-square-foot convention center in the heart of Historic Downtown Kissimmee. This transformative initiative, valued at over $195 million, is designed to catalyze economic revitalization in the **City of Kissimmee Historic Downtown** area while delivering a differentiated luxury experience under the **Preferred Hotels & Resorts** affiliation. The architectural vision, developed in collaboration with **ARC4 Design**, embodies a distinctive nature-inspired "oasis" theme that artfully blends heritage preservation with contemporary luxury.

The project's technical framework rests on three interdependent pillars:

(1) innovative architectural design and engineering,

(2) rigorous construction planning and execution methodology, and

(3) seamless infrastructure integration calibrated to support world-class hospitality operations.

These elements collectively ensure that the development is not only constructible within defined cost and schedule parameters but also operationally efficient, guest-centric, and positioned for long-term market leadership.

Key Technical Parameters

Parameter	Specification / Target
Hotel Inventory	309 luxury guest rooms and suites
Convention Center	45,000 sq ft flexible event and meeting space
Total Project Investment	$195 million+ (no public debt structure)
Design Architect	ARC4 Design
Brand Affiliation	Preferred Hotels & Resorts
Target Opening	Phased openings 2028–2029
Economic Impact (Est.)	~400 construction jobs; 150–250 permanent positions

Technical Considerations Cont..

2. Project Planning, Costing, and Financial Projections

A cornerstone of the technical assessment is the comprehensive project planning regime that delineates and rigorously controls both hard costs (direct construction, materials, labor, and equipment) and soft costs (architectural/engineering fees, permits, legal, financing costs, insurance, and owner's contingencies). Detailed construction budgeting has been developed in close collaboration with pre-qualified general contractors and construction managers including Turner Construction, supported by cost consulting from RLB, incorporating a Guaranteed Maximum Price (GMP) structure, performance and payment bonds, and continuous value-engineering protocols to protect budget integrity without compromising design intent or operational functionality.

Financial projections for the pre-construction, construction, and development phases are grounded in more than three decades of hospitality development and asset management experience. These projections have been stress-tested against key risk variables including material and labor cost escalation, supply-chain disruptions, weather-related delays, and regulatory changes. The development timeline is clearly defined and achievable: the demolition permit was granted on June 19, 2026; site mobilization, fencing, and asbestos abatement are scheduled to commence in late July 2026, with full site clearance and remediation targeted for mid-October 2026. Vertical construction will proceed in coordinated phases, supporting substantial completion and phased hotel and convention center openings in 2028–2029. This disciplined scheduling underpins both the project's bankability and its alignment with the City of Kissimmee's economic development objectives.

3. Urban Integration and Infrastructure Considerations

Technical planning places strong emphasis on the project's harmonious integration within the established urban fabric of Historic Downtown Kissimmee. Site design prioritizes multimodal accessibility, optimized vehicular ingress/egress from primary transportation corridors, enhanced pedestrian connectivity to adjacent commercial districts, and convenient linkages to regional tourism gateways including Orlando International Airport and major theme park destinations. Infrastructure scope encompasses coordination with municipal and utility providers for potable water, sanitary sewer, electrical service, natural gas, telecommunications, and advanced stormwater management systems engineered to current environmental and resilience standards.

The architectural and landscape design philosophy embraces a "heritage-modern oasis" aesthetic. This approach respects the historic character and scale of the surrounding district while introducing contemporary luxury finishes, sustainable building envelopes, energy-efficient mechanical systems, and biophilic landscape elements that create a distinctive sense of arrival and place-making. The result is a development that elevates the destination's appeal, supports walkability, and contributes positively to the public realm without imposing undue burden on existing municipal infrastructure.

Technical Considerations Cont..

4. Operational Requirements and Hospitality Standards

Technical specifications are deliberately engineered to support the full operational lifecycle of a luxury hospitality asset. The hotel component delivers 309 well-appointed guest rooms and suites configured to meet or exceed the rigorous standards of Preferred Hotels & Resorts, AAA Diamond, and Forbes Travel Guide criteria. Building systems incorporate advanced automation, guestroom technology platforms, and back-of-house workflow efficiencies that drive both guest satisfaction and operating cost discipline.

The convention center is programmed with approximately 45,000 square feet of flexible, high-quality event and meeting space featuring:

- Column-free or minimally columned ballrooms and breakout rooms with high ceilings and superior acoustics
- Integrated, scalable audiovisual and IT infrastructure capable of supporting regional, national, and international conferences
- Dedicated pre-function, registration, and service corridors with separate loading and back-of-house access
- Support facilities sized for high-volume banquet, exhibition, and meeting operations

Supporting amenities—including a signature flagship restaurant developed in partnership with Celebrity Chef David Burke, additional food-and-beverage outlets (pool bar, rooftop bar), wellness facilities, and retail—are programmed to optimize operational flow, staffing models, and ancillary revenue capture. All design decisions are benchmarked against industry best practices to ensure the property achieves targeted occupancy, average daily rate (ADR), and RevPAR performance metrics that are central to the project's financial pro forma and investor returns.

5. Compliance, Sustainability, and Risk Mitigation

All technical aspects of the project are designed to comply fully with applicable Florida Building Code requirements, zoning and land-use regulations, ADA accessibility standards, life-safety codes, and environmental permitting conditions. Sustainability features—including high-performance building envelopes, energy-efficient HVAC and lighting systems, water conservation measures, and responsible material sourcing—are incorporated to reduce long-term operating costs, support potential green-building certifications, and align with evolving guest and investor expectations for responsible hospitality development.

Key technical risks—including site remediation (asbestos abatement), construction sequencing in an urban environment, supply-chain volatility, and schedule adherence—are mitigated through comprehensive due diligence, performance bonding, contingency allowances, and proactive coordination with the City of Kissimmee, regulatory agencies, and the construction delivery team. The project's Master Development Agreement framework, coupled with excusable-delay provisions and regular milestone reporting, provides additional contractual and governance safeguards that protect both public and private stakeholder interests.

Technical Considerations Cont..

6. Strategic Alignment and Business Case Conclusion

Collectively, these technical considerations provide a robust, bankable foundation for project feasibility and successful implementation. By aligning architectural excellence and design innovation with construct-ability, disciplined cost management, urban sensitivity, and operational readiness, the Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center development is technically positioned to deliver on its strategic promise: creating a landmark hospitality and meetings destination that generates substantial economic value for the City of Kissimmee (including job creation and tourism growth) while producing attractive, risk-adjusted returns for investors and stakeholders.

Health & Safety Considerations

1. Overview

The Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project prioritizes health and safety as fundamental components of both its construction and operational phases. This commitment ensures the protection of workers, contractors, guests, employees, visitors, and the surrounding community throughout the project lifecycle. The development leverages the extensive experience of the project team in hospitality operations and construction management to implement robust, proactive safety measures aligned with industry best practices and regulatory requirements.

2. Construction Phase Health and Safety

During the construction phase—including site preparation, asbestos abatement, demolition (commencing late July 2026), and vertical construction—the project will adhere to stringent industry-standard safety protocols. Key measures include:

- Full compliance with OSHA standards, Florida Building Code, and all applicable local, state, and federal safety regulations.
- Comprehensive site safety plans, daily safety briefings, and hazard identification/risk assessment processes led by Turner Construction and supported by experienced professionals.
- Personal protective equipment (PPE) mandates, fall protection systems, scaffolding and crane safety protocols, and traffic/pedestrian management to protect the surrounding Historic Downtown community.
- Ongoing supervision, third-party safety audits, emergency response planning, and coordination with RLB and other consultants for cost-effective safety integration.

These practices minimize risks associated with urban construction, asbestos abatement, and tight timelines while maintaining progress toward the 2028–2029 openings.

Health & Safety Considerations Cont..

3. Operational Phase Health and Safety

Upon opening, the 309-room luxury hotel and 45,000 sq ft convention center will maintain best-in-class health and safety standards consistent with Preferred Hotels & Resorts guidelines and hospitality industry benchmarks. Measures will include:

- Advanced fire detection, suppression, and alarm systems integrated throughout the property, with regular testing and drills.
- Comprehensive emergency response and evacuation procedures, including staff training and guest communication protocols.
- Guest safety features such as secure access controls, 24/7 security, well-lit public areas, and hygiene/sanitation standards (including enhanced post-pandemic protocols).
- Employee health and safety programs covering ergonomics, slip/trip/fall prevention, food safety (aligned with Celebrity Chef David Burke partnership), and wellness initiatives.
- Ongoing compliance monitoring, third-party audits, and continuous improvement processes to ensure the wellbeing of all occupants and visitors.

Health & Safety Considerations Cont..

4. Integration with Technical Framework and Risk Mitigation

Health and safety considerations are fully embedded within the project's broader technical framework, including architectural design (ARC4 Design), construction execution (Turner Construction), cost management (RLB), and operational planning. This integrated approach, backed by the development team's proven track record managing multiple hospitality assets, minimizes liabilities, supports insurance and financing requirements, and enhances the project's reputation as a safe, responsible luxury destination.

5. Goal

By embedding rigorous health and safety standards across construction and operations, the Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project demonstrates a commitment to stakeholder protection, regulatory excellence, and long-term sustainability. These measures not only mitigate risks but also contribute directly to guest satisfaction, employee retention, operational efficiency, and the overall success of the business case.

Environmental and Social Considerations

1. Overview

The Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project is designed to deliver positive environmental and social impacts while advancing the economic revitalization of Historic Downtown Kissimmee. As a integrated 309-room luxury hotel and 45,000 sq ft convention center development, it aligns with urban planning goals, sustainable hospitality principles, and community benefit objectives. This assessment builds upon the project's technical framework, health & safety protocols, and operational planning to demonstrate responsible development.

2. Social and Community Impact

The project is strategically located in Historic Downtown Kissimmee and will serve as a catalyst for downtown revitalization by:

- Attracting increased tourism, business events, and visitor spending that benefits surrounding local businesses, restaurants, and services.
- Generating significant employment: approximately 400 construction jobs during the build phase (with demolition/site work commencing late July 2026) and 150–250 permanent positions upon opening in 2028–2029.
- Enhancing community infrastructure and vibrancy through the "oasis" theme that respects historic character while introducing modern luxury amenities, including the David Burke flagship restaurant.
- Supporting public-private partnership goals under the Master Development Agreement, including city lease structures that deliver fiscal and economic value to Kissimmee residents.

Environmental and Social Considerations Cont….

3. Environmental Considerations

Environmental stewardship is integrated throughout design, construction, and operations:

- Full compliance with Florida environmental regulations, local permitting (including demolition and asbestos abatement protocols), stormwater management, and urban infrastructure integration.
- Sustainable design features via ARC4 Design and technical planning: energy-efficient systems, water conservation, responsible material sourcing, and biophilic landscaping that enhances biodiversity and reduces urban heat island effects.
- Construction-phase environmental controls managed by Turner Construction, including dust/noise mitigation, waste management, and site protection to minimize impacts on the historic district and surrounding community.
- Long-term operational sustainability aligned with Preferred Hotels & Resorts standards (Beyond Green Certification), supporting potential green certifications and lower carbon footprint.

4. Alignment with Technical, Health & Safety, and Business Frameworks

Environmental and social considerations are seamlessly embedded with the project's technical assessment (constructability, urban integration), health & safety protocols (worker/community protection during construction/operations), and overall business case. This holistic approach mitigates risks, enhances market differentiation as a responsible luxury destination, supports financing and regulatory approvals, and maximizes positive legacy impacts for Kissimmee.

Environmental and Social Considerations Cont….

The Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center development exemplifies balanced growth: delivering substantial social and economic benefits (tourism stimulus, job creation, downtown revitalization) while upholding rigorous environmental standards. By combining heritage-sensitive design, sustainable practices, and community-focused operations, the project strengthens Kissimmee’s position as a premier Central Florida destination and provides a model for responsible hospitality development.

Key Deliverables

1. Project Overview

The Azure Hotel Kissimmee Historic Downtown and the Kissimmee Convention Center project will deliver a world-class integrated hospitality development in Historic Downtown Kissimmee. This flagship asset combines luxury accommodations, state-of-the-art event facilities, and supporting amenities to strengthen Central Florida's tourism and business events infrastructure while driving economic growth.

2. Primary Deliverables

Azure Hotel (309-Room Luxury Property)

A sophisticated 309-room hotel featuring:

- Well-appointed guest rooms and suites with modern amenities, advanced technology, and personalized service aligned with Preferred Hotels & Resorts standards.
- Signature F&B outlets including the Red Horse flagship restaurant in partnership with Celebrity Chef David Burke, plus additional bars and outlets.
- Supporting wellness, retail, and recreational facilities designed around the nature-inspired "oasis" theme.

Kissimmee Convention Center (45,000 sq ft of Flexible Meeting Space)

A versatile, high-specification event facility including:

- Flexible ballrooms, meeting rooms, and pre-function spaces equipped for conferences, corporate events, weddings, and tourism activities.
- State-of-the-art AV/IT infrastructure, dedicated loading docks, and operational support areas.
- Capacity to host large-scale gatherings that complement the hotel and elevate Downtown Kissimmee as a meetings destination.

Key Deliverables Cont…

3. Supporting Amenities and Infrastructure

The project will also deliver integrated site improvements, parking, landscaping, and back-of-house operations that ensure seamless functionality across the hotel and convention center. All elements are engineered to industry-leading standards for efficiency, guest experience, and long-term maintainability.

4. Strategic Outcomes

Collectively, these deliverables will create a landmark hospitality and events destination that boosts tourism, stimulates local commerce, generates employment, and supports the revitalization of Historic Downtown Kissimmee. The development is timed for phased openings in 2028–2029 following demolition and construction phases managed by the experienced team (including ARC4 Design, Turner Construction, and RLB).

Performance Indicators

1. Overview

The performance of the Azure Hotel Kissimmee Historic Downtown and Kissimmee Convention Center project will be tracked through a comprehensive set of financial and operational Key Performance Indicators (KPIs) standard in the hospitality industry using Costar's Smith Travel STAR reports. These metrics will enable ongoing evaluation of revenue generation, operational efficiency, market positioning, and long-term financial sustainability.

2. Core Operational KPIs

Hotel Performance Metrics

- Occupancy Rate: Percentage of available rooms sold, benchmarked against Central Florida comps.
- Average Daily Rate (ADR): Revenue per sold room, reflecting premium positioning.
- Revenue Per Available Room (RevPAR): Primary efficiency indicator combining occupancy and ADR. This gives the operator how financially efficient the hotel is.

Revenue Diversification

Total revenue will be monitored across:

- Guest rooms (primary driver)
- Food & Beverage (including David Burke Red Horse flagship and outlets)
- Convention/events (10,000 sq ft hotel and 45,000 sq ft center)
- Other amenities and ancillary services

Performance Indicators Cont…

3. Financial and Strategic Monitoring

Broader indicators include revenue growth trends, operating margins, cost control (aligned with GMP and RLB oversight), return on investment, and market share capture from tourism, corporate, and regional demand. Regular reporting will support decision-making for sponsors, lenders, and the City of Kissimmee.

4. Conclusion

These performance indicators will provide transparent, data-driven insights into the project’s success, ensuring alignment with pro forma projections and enabling proactive optimization for sustained profitability and stakeholder value.

Quality Indicators

The Azure Hotel Kissimmee project will be developed and operated in accordance with recognized standards within the hospitality and construction industries to ensure high levels of quality in both development and operational performance. Quality indicators for the project include adherence to professional architectural design standards, construction practices aligned with industry requirements, and the development of hospitality facilities designed to meet the expectations of modern travelers.

The project also benefits from the development team’s operational experience with internationally recognized hospitality brands such as Marriott, Radisson, Holiday Inn, Best Western, Embassy Suites, Hampton Inn, and Sheraton, reflecting familiarity with established service and operational standards.

In addition, quality will be measured through guest satisfaction, operational efficiency, and the ability of the hotel and convention center facilities to support tourism, business events, and hospitality services consistent with industry best practices.

These indicators will help ensure that the Azure Hotel Kissimmee development maintains high standards in design, construction, and operational delivery.

Monitoring and Control

Using all comments in previous sections we provide a comprehensive framework tailored to the Azure Hotel Kissimmee Historic Downtown and Kissimmee Convention Center project.

Sponsor's-Defined Rey Requirements

- **Planning & Implementation Stages**: Detailed milestones, cost/schedule controls, quality gates, risk registers, and reporting cadence (e.g., monthly to lender/city).
- **Ongoing Operations**: KPI dashboards (occupancy, ADR, RevPAR, guest satisfaction), financial covenants, compliance audits, and performance reviews.
- Aligned with GMP, performance bonds, Preferred Hotels standards, and Master Development Agreement obligations.

Monitoring and Control Cont…

Additional Main Requirements

- **Sponsor Responsibilities**: Clear delineation of Azure Hotel Holdings' oversight role.
- **Phased Approach**: Pre-construction, construction, commissioning, and steady-state operations with specific metrics, tools, and reporting.
- **Lender Protections**: Covenant compliance, variance thresholds, escalation protocols, and independent audits.
- **Tools & Governance**: Dashboard examples, risk matrix, change control process, and performance scorecards.
- **Integration**: Cross-references to quality, safety, environmental, and financial indicators from prior sections.

EXHIBIT D

Eligible Hard Costs Worksheet

Project Name: Azure Hotel International, Inc.

Date Created/Revised: 7/22/2026

Description	Cost
Site Work	$2,555,000.00
Foundation	$3,555,000.00
Structure & Parking Garage	$21,155,992.00
MEP (Mechanical, Electrical, Plumbing)	$24,499,986.00
Exteriors	$11,779,280.00
Interiors	$11,846,848.00
Premium Infrastructure & Tech Enhancements	$6,000,000.00
Total Costs	**$81,392,106**
10% of eligible costs	**$8,139,210**
Total PPIP Award	**$1,500,000**

EXHIBIT E

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

_____ does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date: 09/02/2026