



**COMMISSION AGENDA
SESSION OF THE CITY COMMISSION TO BE HELD AT THE
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, OCTOBER 5, 2021
6:00 PM**

1. MEETING CALLED TO ORDER

“As a courtesy to others, please silence all electronic devices during the meeting.”

“Citizens desiring to speak under Hear Audience shall submit a request form for the City Clerk prior to the meeting. Forms are available at the door or from the City Clerk.”

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A PRESENTATION FROM OSCEOLA COUNTY PROPERTY APPRAISER KATRINA S. SCARBOROUGH ON PROPERTY VALUES IN OSCEOLA COUNTY, THE CITY OF KISSIMMEE, AND THE COMMUNITY REDEVELOPMENT AREAS

The Osceola County Property Appraiser will provide the City Commission with an update on the growth in the City of Kissimmee

3.B PROCLAMATION - BULLYING AWARENESS MONTH

The request is for the City Commission to present a Proclamation in honor of Bullying Awareness Month

3.C PROCLAMATION - HISPANIC HERITAGE MONTH

The request is for the City Commission to present a Proclamation in honor of Hispanic Heritage Month

3.D HISPANIC HERITAGE MONTH ART EXHIBITION

The request is for the City Commission to present certificates of recognition to art exhibit participants.

3.E EMPLOYEE OF THE MONTH FOR OCTOBER

That the City Commission join the City Manager in recognizing Krista Strobl, Police Department as October's Employee of the Month.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**4.A PUBLIC HEARING - FIRST READING - TRANSMITTAL HEARING FOR COMPREHENSIVE PLAN TEXT AMENDMENTS: 2021 COMP PLAN AMENDMENTS; DRC#21-00097 - PROPOSED ORDINANCE # 21-13**

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING POLICY 1.2.4.2 AIRPORT EXPANSION LAND USE DESIGNATION TO ADD LOW INTENSITY COMMERCIAL USES; REMOVING POLICY 2.1.2.4; OBJECTIVE 2.1.4 ADA AND TRANSPORTATION DISADVANTAGE LANGUAGE UPDATE; ADDING POLICY 2.2.1.2 BACK INTO THE TRANSPORTATION ELEMENT; MINOR UPDATES TO LANGUAGE THROUGHOUT THE CAPITAL IMPROVEMENTS ELEMENT; UPDATING TABLES 8-2, 8-3, 8-4, 8-5 IN THE CAPITAL IMPROVEMENTS ELEMENT; DIRECTING THE CITY MANAGER TO REPLACE 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

Extend the Future Land Use, Transportation and Capital Improvements Elements and add a Property Rights Element to the Comprehensive Plan.

4.B PUBLIC HEARING - FIRST READING - TRANSMITTAL HEARING FOR COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT, LARGE SCALE (MUFB TO INST & MFMDR) S. POINCIANA BLVD. K-8 SCHOOL; DRC#21-00051 - PROPOSED ORDINANCE #21-10

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; REMOVING POLICY 1.2.10.2 MIXED USE - FRANK BROWN RANCH (MUFB); 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

Proposal of the First Reading and transmittal of a land use text and a amendment to repeal the Future Land Use Element Policy 12.10.2 titled Use - Frank Brown Ranch from the Comprehensive Plan and change the Future Land Use designation of titled Use- Frank Brown Ranch from FB to Institutional and Multi-Family Medium Density Residential from F-1 to F-2 on 128 acres of land

5. PUBLIC HEARINGS

5.A PUBLIC HEARING - PUD AMENDMENT: OSCEOLA VILLAGE CENTER; DRC#21-00059 (REHABILITATION HOSPITAL)

Proposal of a Planned Unit Development PUD amendment to add a rehabilitation hospital as a conditional use for the Osceola Village Center development

5.B PUBLIC HEARING - FIRST SUBSTANTIAL AMENDMENT TO THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

Proposal of the resolution to proposed amendment to the 2020 CDBG Annual Action Plan which deletes two current projects and reallocates funds to existing projects

6. HEAR AUDIENCE

THIRTY MINUTE VOTER INFO BOARD HEARING AT 6:00 PM TUESDAY

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the September 14, 2021 City Manager and City Attorney evaluations and September 14, 2021 Commission minutes

7.B TYLER TECHNOLOGIES ANNUAL SOFTWARE MAINTENANCE FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SUITE

o o r o a l of the a a e n t for the annual soft a r e a i n t e n a n c e for T l e r T e c h n o l o g i e s
P s o f t a r e s u i t e i n the a o u n t of 218,191.58

7.C APPROVAL OF CISCO ENTERPRISE AGREEMENT

o o r o a l of a three- e a r C i s c o e n t e r p r i s e a g r e e e n t o o o i n the a o u n t of 134,377.92
44,792.64 a n n u a l l y f r o m s o f t a r e H o u s e I n t e r n a t i o n a l u t i l i n g the s o u r c e e l l
u r c h a s i n g c o n t r a c t

7.D CENTRALSQUARE TECHNOLOGIES ANNUAL SOFTWARE MAINTENANCE FOR ONESOLUTION PUBLIC SAFETY SOFTWARE SUITE

o o r o a l of the a n n u a l a i n t e n a n c e c o n t r a c t for One o l u t i o n P u b l i c s a f e t y s o f t a r e
s u i t e w i t h C e n t r a l s q u a r e T e c h n o l o g i e s i n the a o u n t of 154,868.81

7.E PURCHASE OF BUDGETED COMPUTER EQUIPMENT

o o r o a l to u r c h a s e F i s c a l e a r 2021-22 b u d g e t e d s e r v e r s p e r s o n a l c o m p u t e r s
p r i n t e r s a n d a s s o c i a t e d e q u i p m e n t f r o m the t a t e o r n a t i o n a l u r c h a s i n g c o n t r a c t s w i t h
the o t i o n to u r c h a s e d i r e c t l y f r o m a c e r t i f i e d r e s e l l e r o r the m a n u f a c t u r e r i f the p r i c e i s
l o w e r t h a n w h a t i s a v a i l a b l e f r o m a p p l i c a b l e c o n t r a c t s

7.F SECOND AMENDMENT TO CONCESSION SERVICES AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND GULFSTREAM CATERING INC

o o r o a l of the s e c o n d a m e n d m e n t to the c o n c e s s i o n s e r v i c e a g r e e m e n t b e t w e e n the
c i t y of K i s s i m m e e a n d G u l f s t r e a m C a t e r i n g

7.G APPROVAL TO AWARD BID RFP 2021-009 FOR CONCESSION SERVICES FOOD SERVICE OPERATIONS AT KISSIMMEE LAKEFRONT PARK TO EDEN FAST FROZEN DESSERT, LLC FOR RUBY CAFE AND KISSIMMEE DINER, INC FOR BIG TOHO MARINA

o o r o a l to a w a r d b i d R F P 2021-009 for c o n c e s s i o n s e r v i c e s F o o d s e r v i c e O p e r a t i o n s
a t K i s s i m m e e L a k e f r o n t P a r k to E d e n F a s t F r o z e n D e s s e r t L L C f o r R u b y P l a c a C a f e a n d
K i s s i m m e e D i n e r I n c f o r B i g T o h o M a r i n a

7.H LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO.1 WITH FDOT FOR THE CONSTRUCTION OF THE TOHO-VALENCIA TRAIL II PROJECT FPN: 439084-1-58-01

Approve the attached resolution authorizing the Mayor to execute and deliver the Local Agency Program Participation Agreement and the City Manager to execute and deliver any subsequent documentation and amendments to the Florida Department of Transportation FDOT for the construction of the TOHO-Valencia Trail II Project FPN: 439084-1-58-01.

7.I BID AWARD FOR THE CONSTRUCTION OF THE TOHO - VALENCIA COLLEGE TRAIL II PROJECT, FPN: 439084-1-58-01

Approve to award the bid for the construction of the Toho Valencia College Trail II Project FPN: 439084-1-58-01 to Schuller Contractors Inc. of Orlando, Florida in the amount of \$320,718.84.

7.J DISPOSAL OF CITY ASSETS

Approve to dispose of the asset items detailed in the attached report.

7.K LAW ENFORCEMENT PARTNERS DONATION TO THE CITY OF KISSIMMEE POLICE DEPARTMENT

Approve for the Kissimmee Police Department to accept a donation and commitment from Law Enforcement Partners.

7.L RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4208

Kissimmee Approve the ratification of the collective bargaining agreement with the International Association of Fire Fighters Local 4208 IAFF representing the firefighters and paramedics bargaining unit.

8. DISCUSSION ITEMS

8.A PRESENTATION OF FINANCIAL STATEMENTS FOR THE KISSIMMEE CHARTER SCHOOL FOR THE YEAR ENDED JUNE 30, 2021

Acceptance of the Financial Statements for the Kissimmee Charter School for the fiscal year ended June 30, 2021.

8.B KISSIMMEE'S OPERATION BUSINESS BOOST

City staff sees approval of a new multi-phased business initiative to support our local economy and continue to spur new investment.

8.C CHARTER SCHOOL ADVISORY BOARD VACANCY

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the resignation of Colin Hodner.

8.D ANNUAL ADVISORY BOARD APPOINTMENTS/REAPPOINTMENTS FOR PENSION BOARDS

Commission requested to appoint or reappoint one member to the Police Pension Board and one member to the Fire Pension Board. These annual appointments expire September 30, 2021 and the current members wish to be reappointed.

8.E COMMISSION APPOINTMENT OF SELECTION COMMITTEE FOR REVIEW AND SELECTION OF RFP#2021-007 EMERGENCY SHELTER/BRIDGE HOUSING AND HOMELESS SERVICES RFP

Staff requests Commission appointments for the selection committee that will make recommendations to the Commission on the Emergency Shelter/ Bridge-Housing and Homeless Services proposals.

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 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 STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 101 CHURCH STREET, KISSIMMEE, FL 34741, (407) 518-2309.

ITEM 3.A

PRESENTATION FROM OSCEOLA COUNTY PROPERTY APPRAISER KATRINA S. SCARBOROUGH ON PROPERTY VALUES IN OSCEOLA COUNTY, THE CITY OF KISSIMMEE, AND THE COMMUNITY REDEVELOPMENT AREAS

Request

The Osceola County Property Appraiser will provide the City Commission with an update on the growth in the City of Kissimmee.

Explanation

The Osceola County Property Appraiser determines the value of all property within the county, including improved and vacant real property, tangible personal property, and agricultural property. The Property Appraiser is also responsible for maintaining property ownership records and parcel ownership maps, and for administering tax exemptions.

The Osceola County Property Appraiser, Katrina S. Scarborough, will provide an overview of the Property Appraiser's office services and growth in Osceola County and the City of Kissimmee.

Department: Development Services
Presenter: Samia Singleton

Attachment(s):

1. 10.5.21 Presentation by Katrina Scarborough Kissimmee CRA - Speaking Engagement



KATRINA SCARBOROUGH

Certified Florida Appraiser

PROPERTY APPRAISER



property-appraiser.org



Property Appraiser's Role in Osceola County

Duties

- Determine Fair Market Value Property
- Maintain property ownership records and parcel ownership maps
- Administer tax exemptions (homestead, Seniors, Veterans, etc.)
- Ensure Fairness and Transparency in Valuations (TRIM, VAB, Web)

Authority

- Elected official, as established by Article VIII of FL Constitution
- Authority comes from the Florida Statutes
- Oversight provided by the FL Department of Revenue

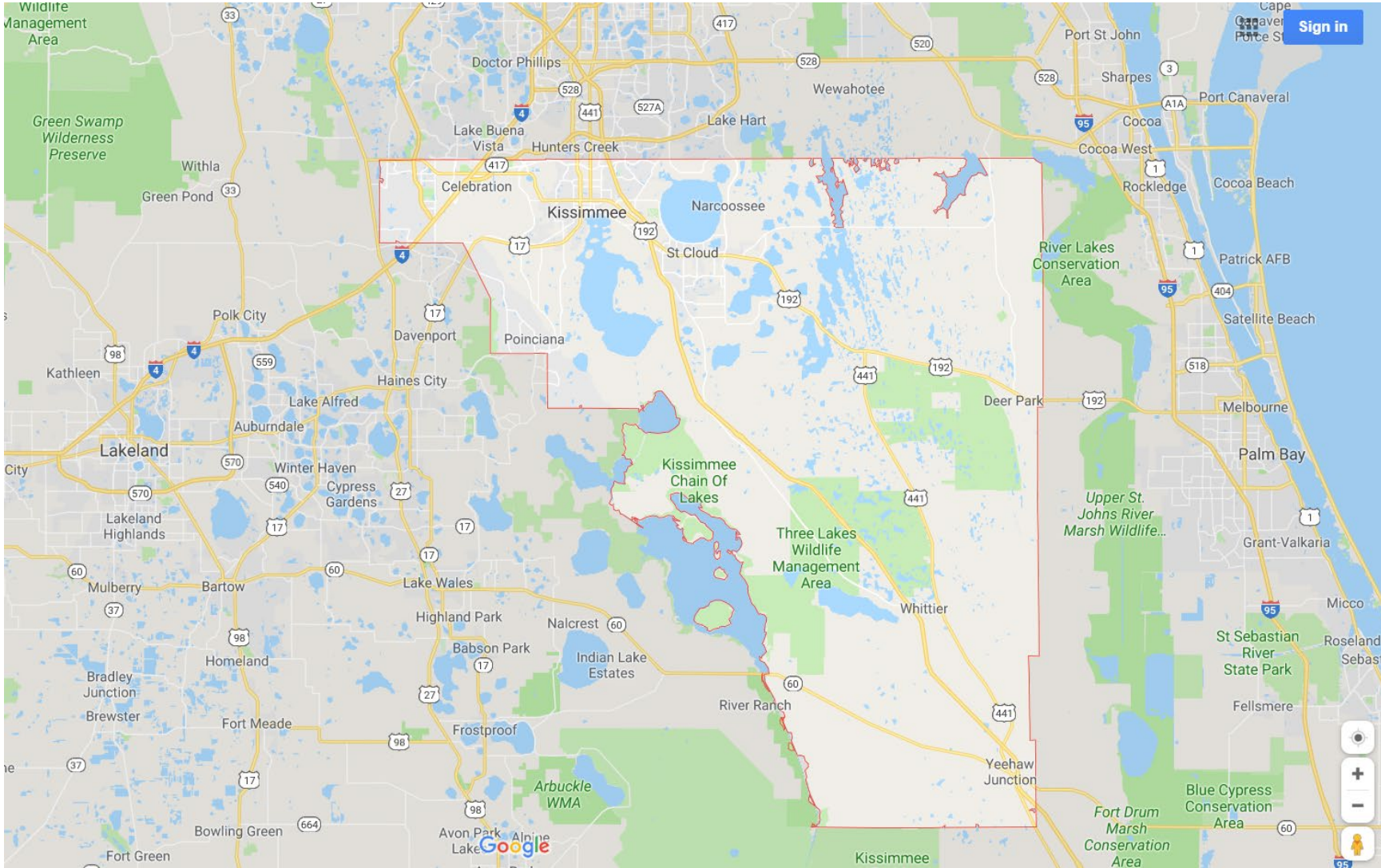
Independence

- Not a division of the Board of County Commissioners
- Maintains independence so there is no influence to raise values
- Property Appraiser does not set Tax Rates or Special Assessments





Osceola County, FL



- ✓ **8th fastest growing county in the country based on percentage of growth****
- ✓ **39.8% population growth between April 2010 - July 2019**
- ✓ **Compare to US population growth of 6.3% for the same time period**
- ✓ **107K new residents in 9 years**
- ✓ **1500 square miles**

<https://www.census.gov/newsroom/press-releases/2020/pop-estimates-county-metro.html>





Osceola County Overview

181,726 = total number of real parcels

27,644 = total number of Tangible Personal Property Accounts

\$50 Billion = total market value

\$497 Million = total Property Taxes Levied

375,751 = Population (July 1, 2019 – US Census Bureau)

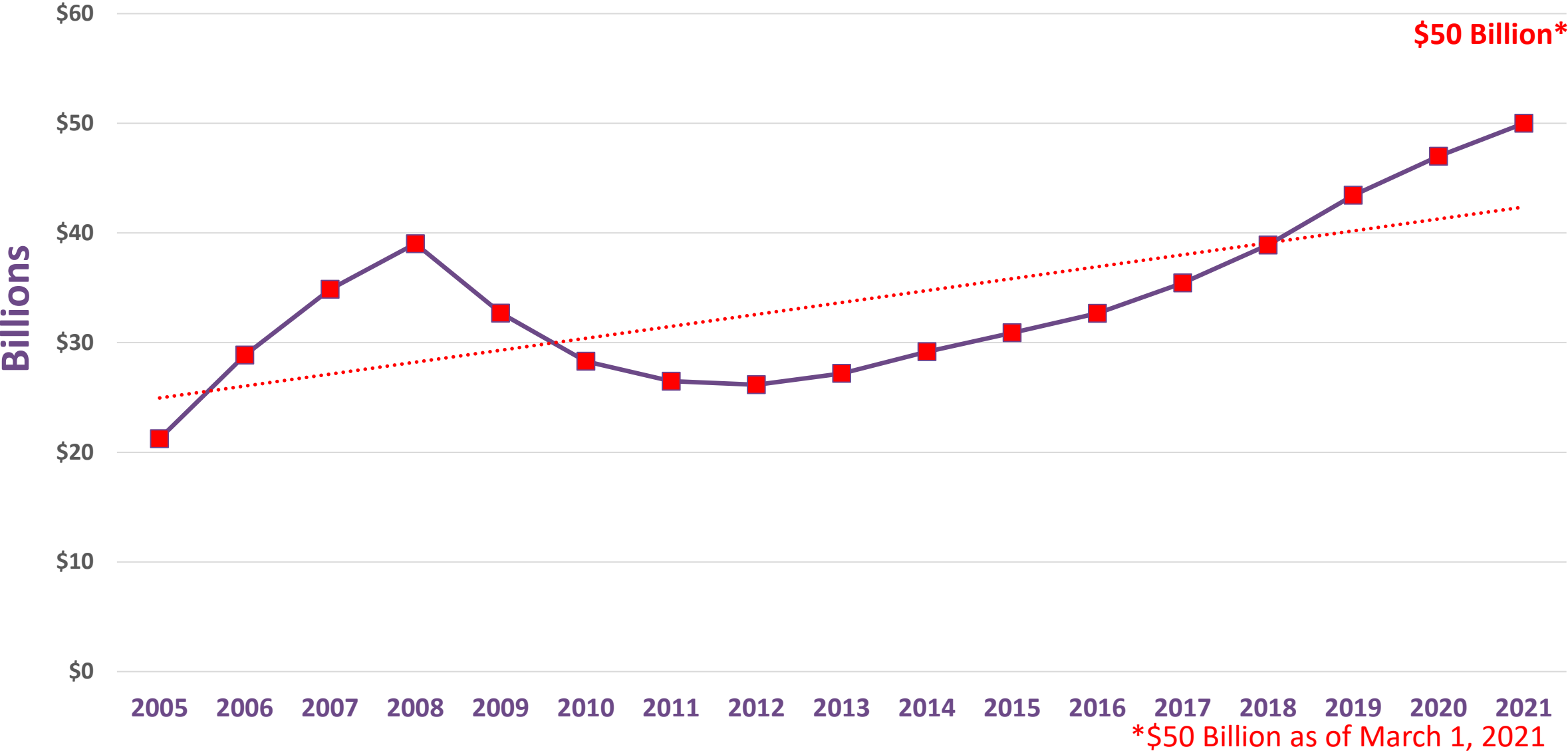


Real Estate Trends in Osceola County

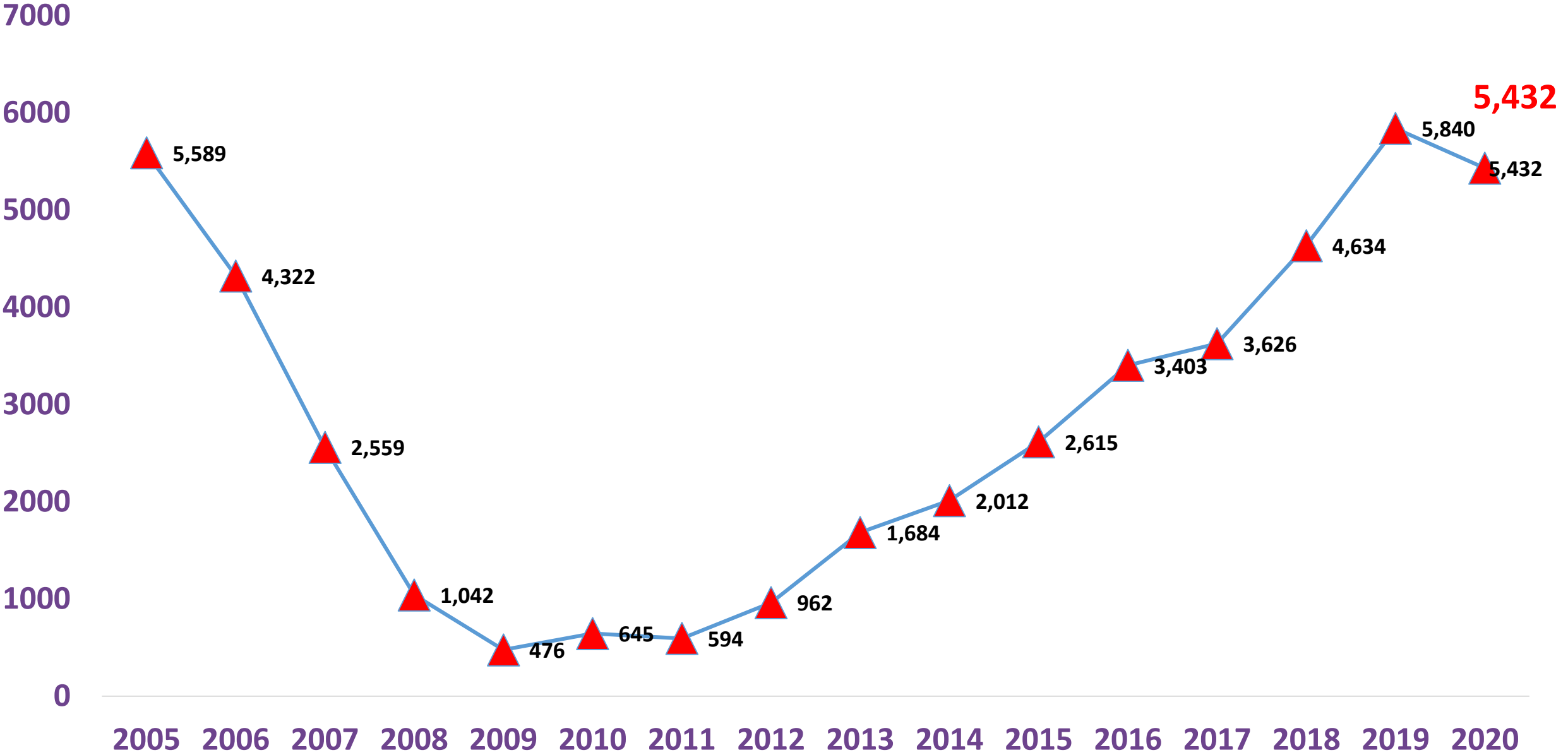


Growth in Market Value

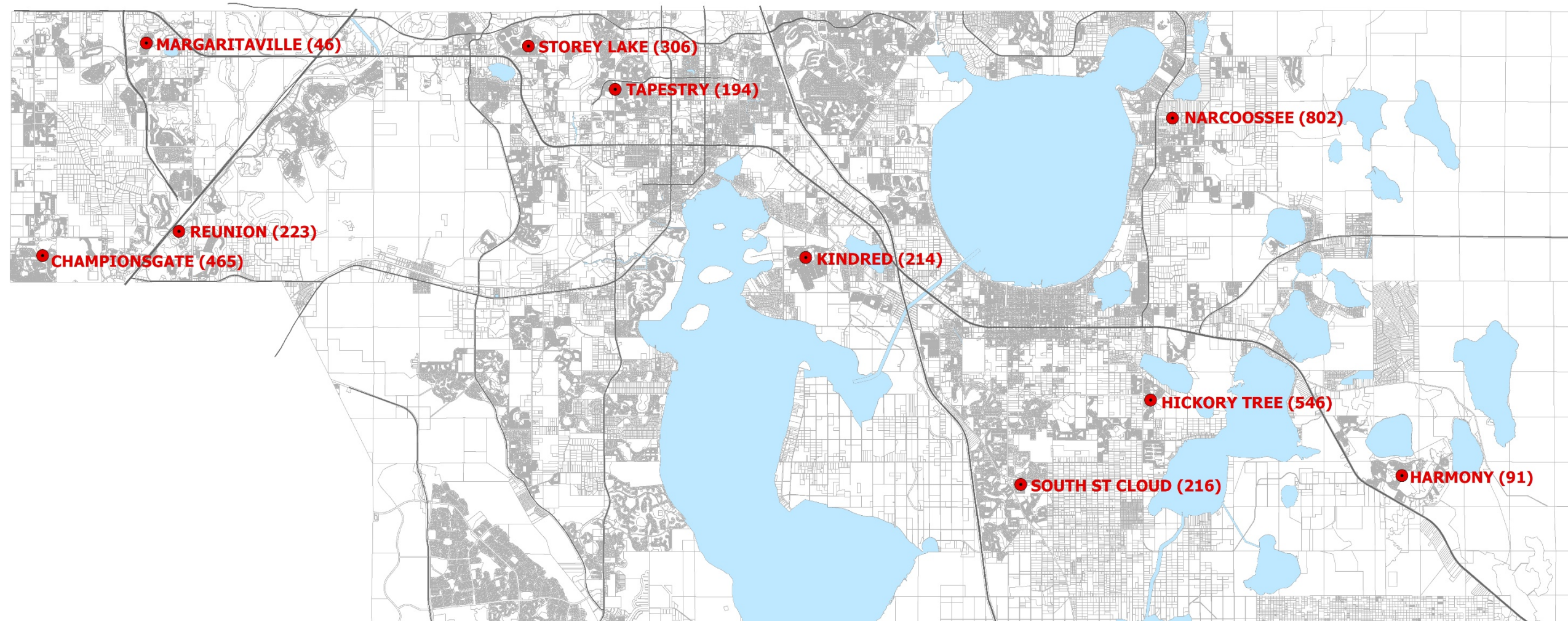
Taxing Authorities see an increase in their revenues



New Housing Units Built (11X more than market bottom)



Homes added in 2020 (we are working on 2021 construction)





Apartment Complexes Underway

- 44 apartment complexes underway (2-3 years)
- Adding 11,951 units in the next 2-3 years
- 57% jump from current inventory of 20K total units.
- Total apartment units to reach 32K in 2-3 years.

**\$1.8 Billion
in New Construction in 2020***

\$4.9 million daily!!!

*** Includes both Residential & Commercial Construction**





City of Kissimmee

- City of Kissimmee Market Value: \$6,890,197,406
- \$168 Million in New Construction in 2020 (Market Value)

*** Includes both Residential & Commercial Construction**

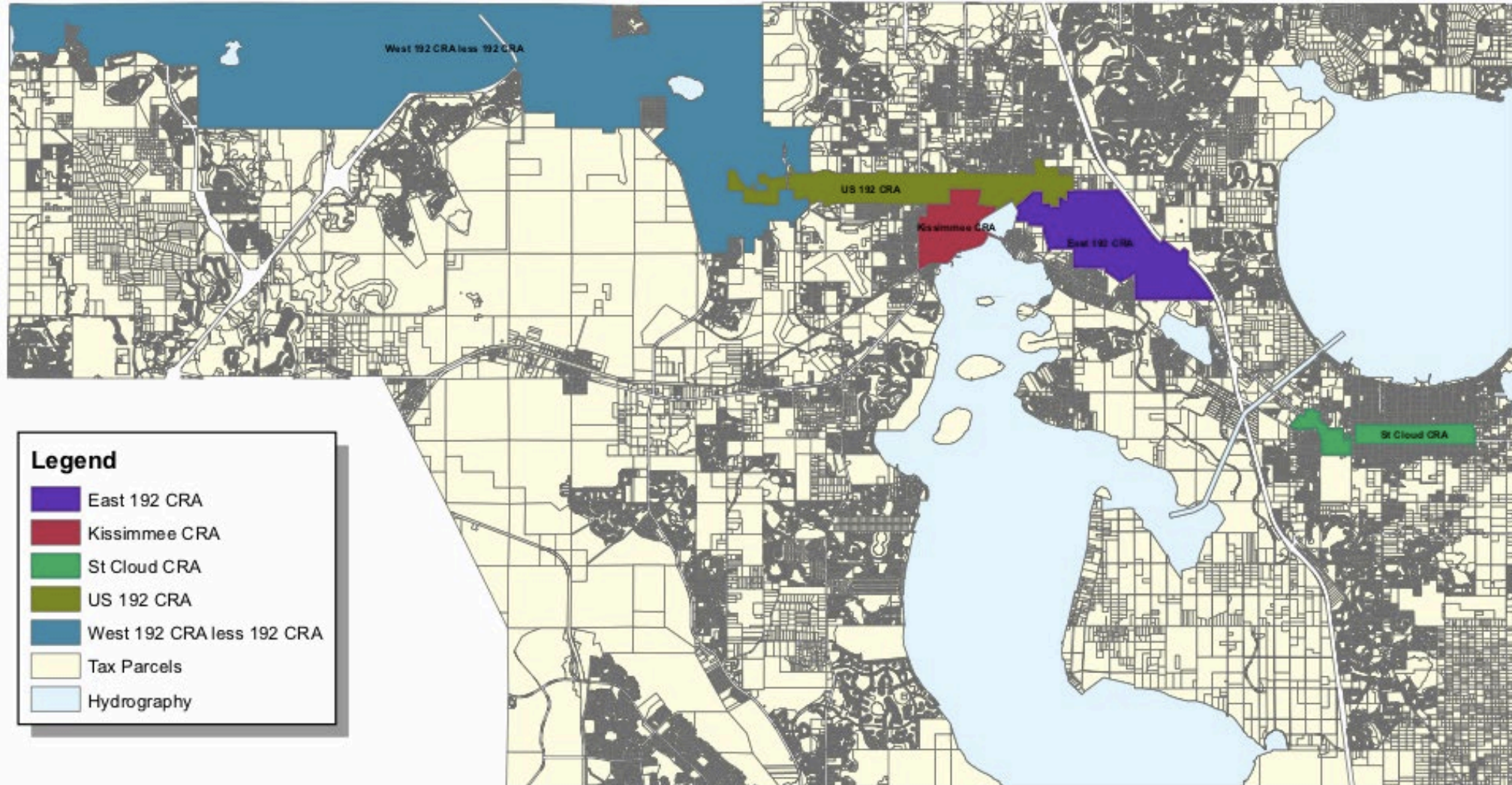


Data on Kissimmee CRA



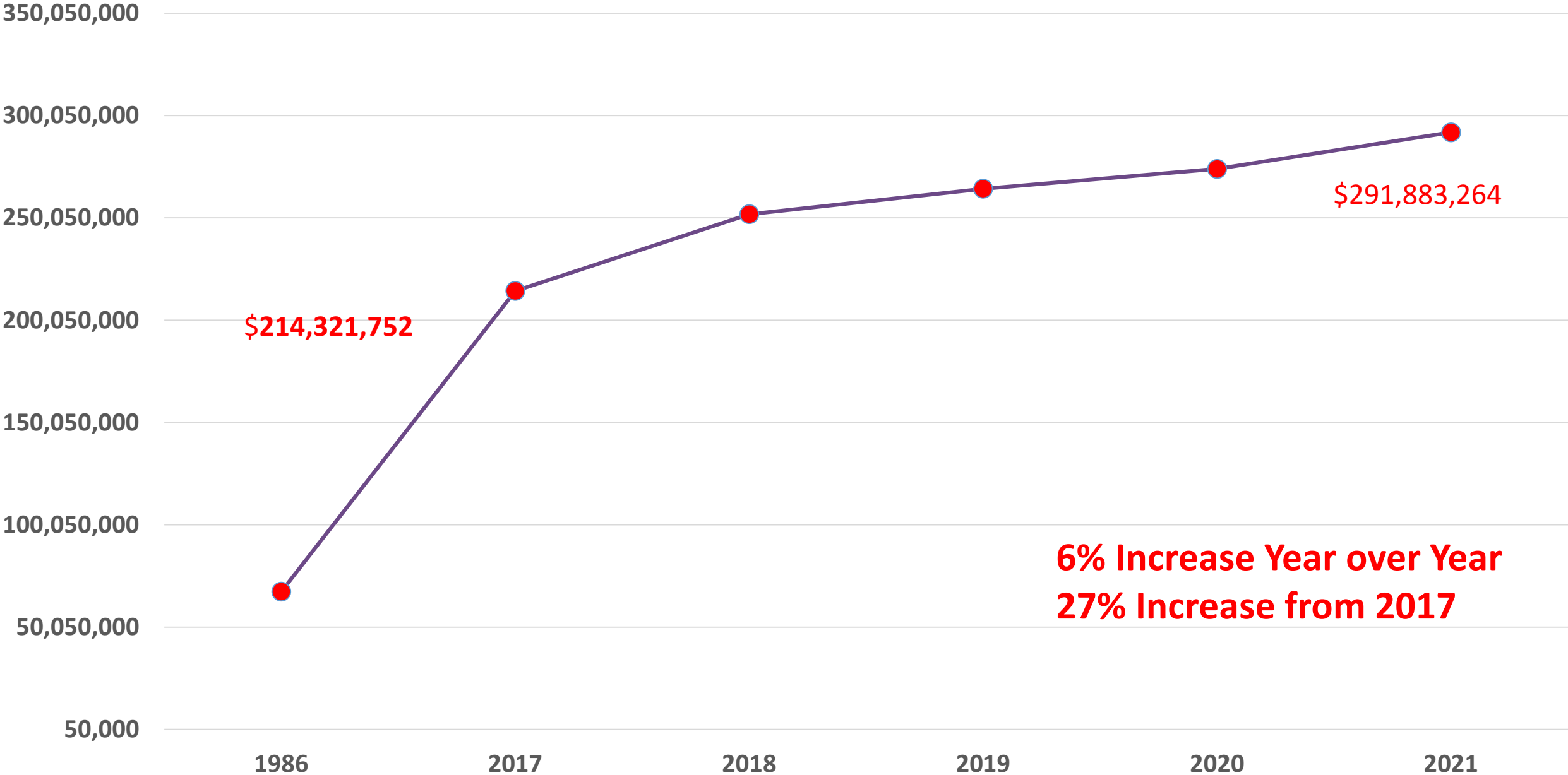


OSCEOLA COUNTY Community Redevelopment Areas

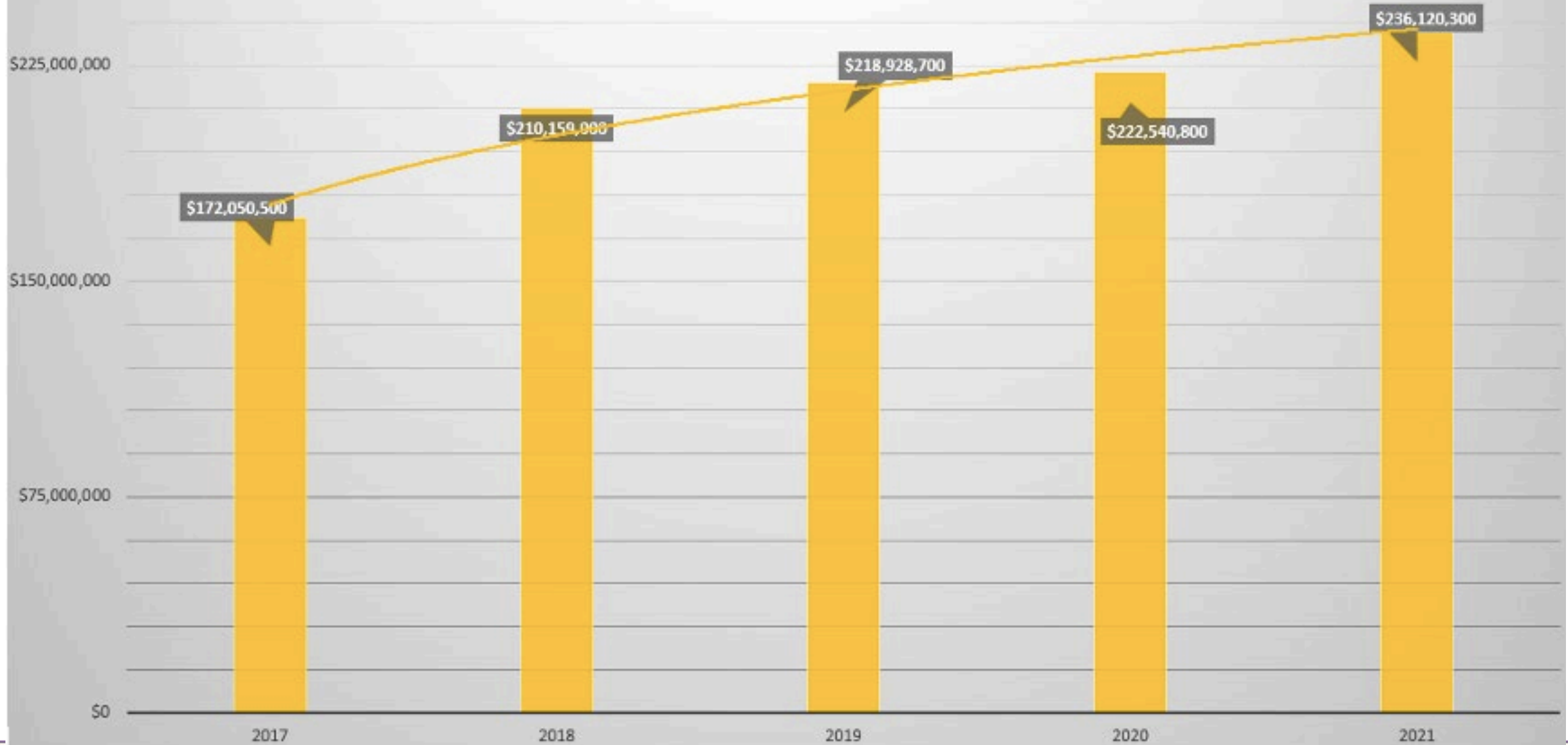




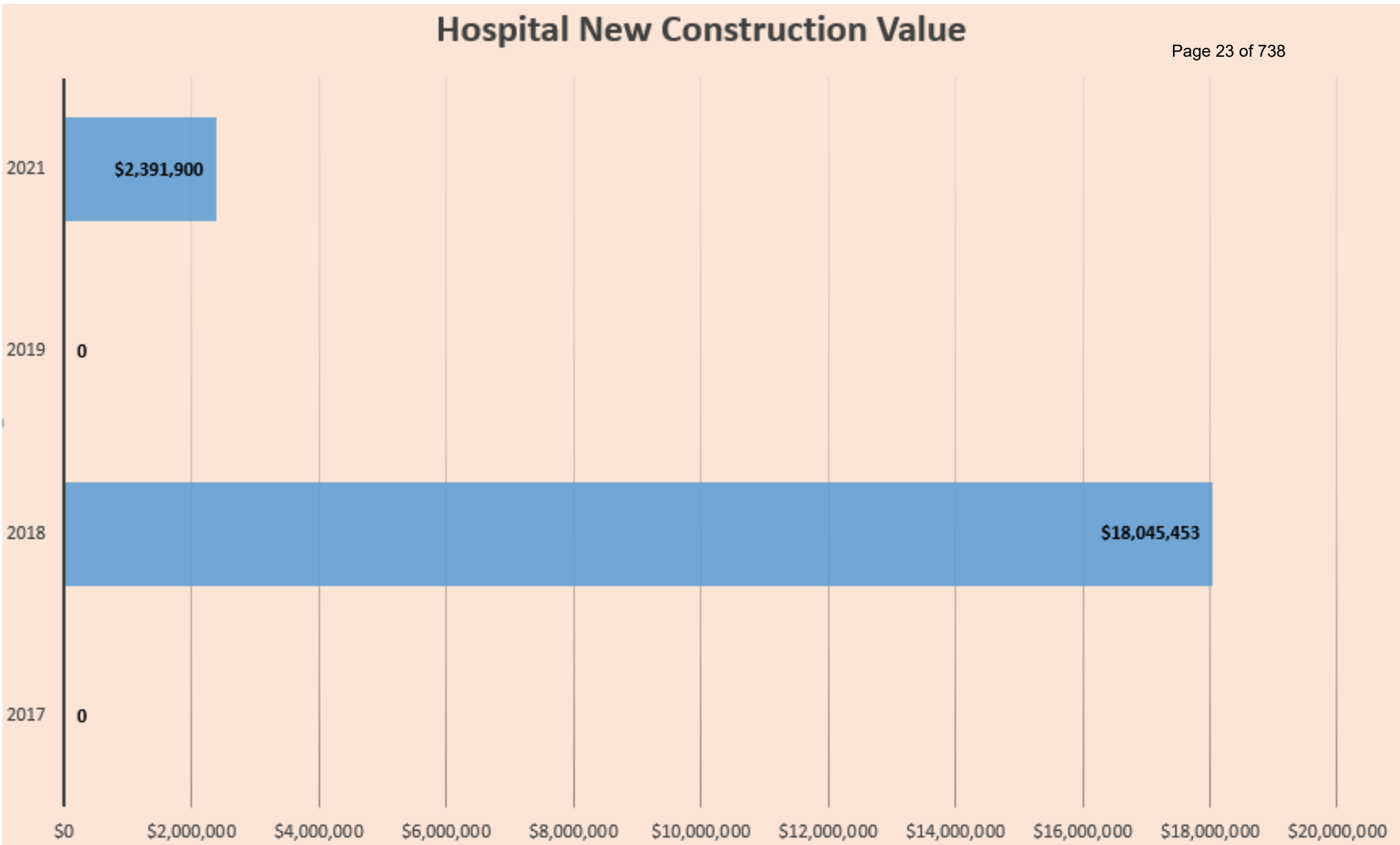
2021 Incremental Taxable Values for Kissimmee CRA



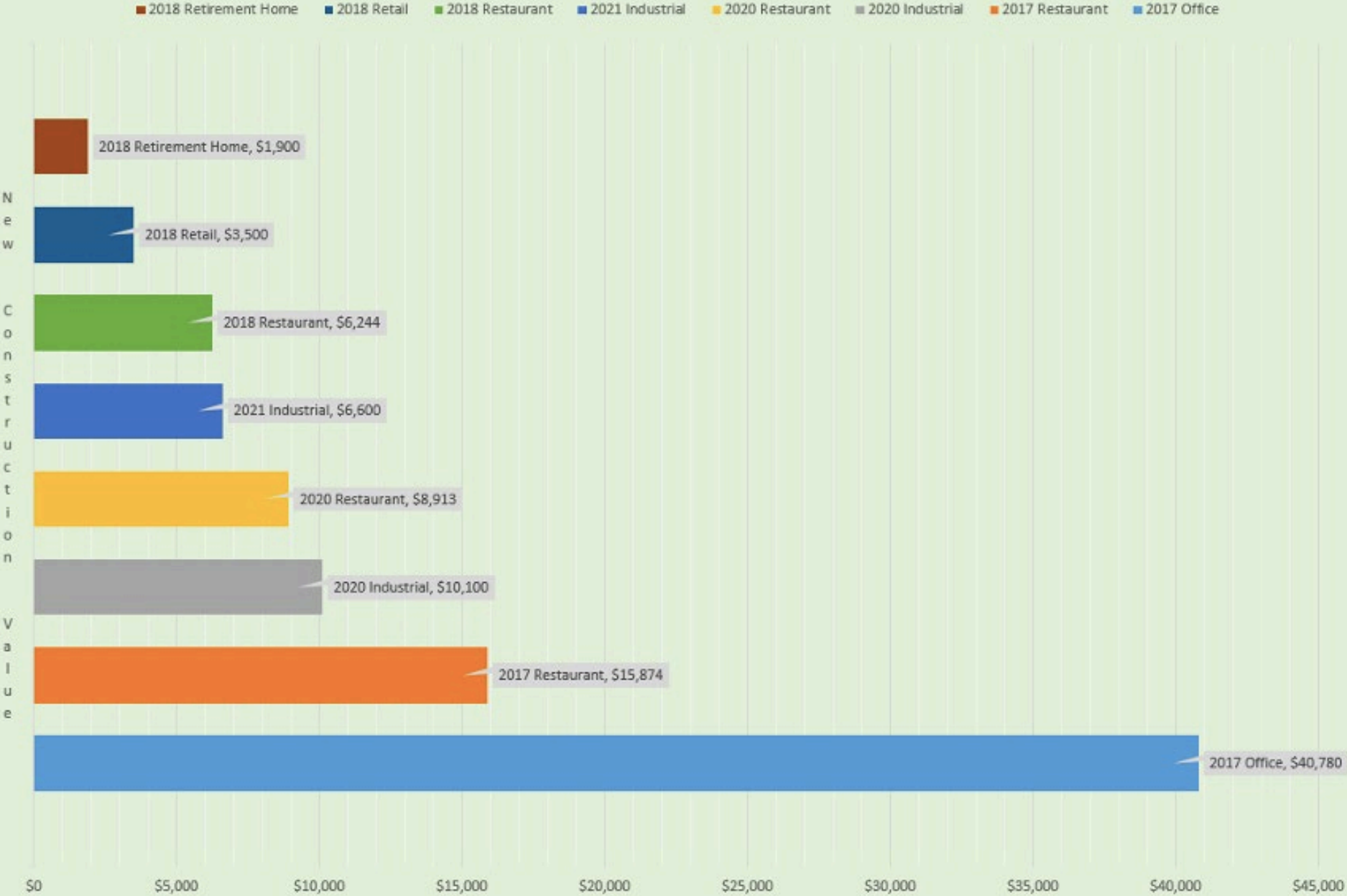
■ Year to Year Market Value Change



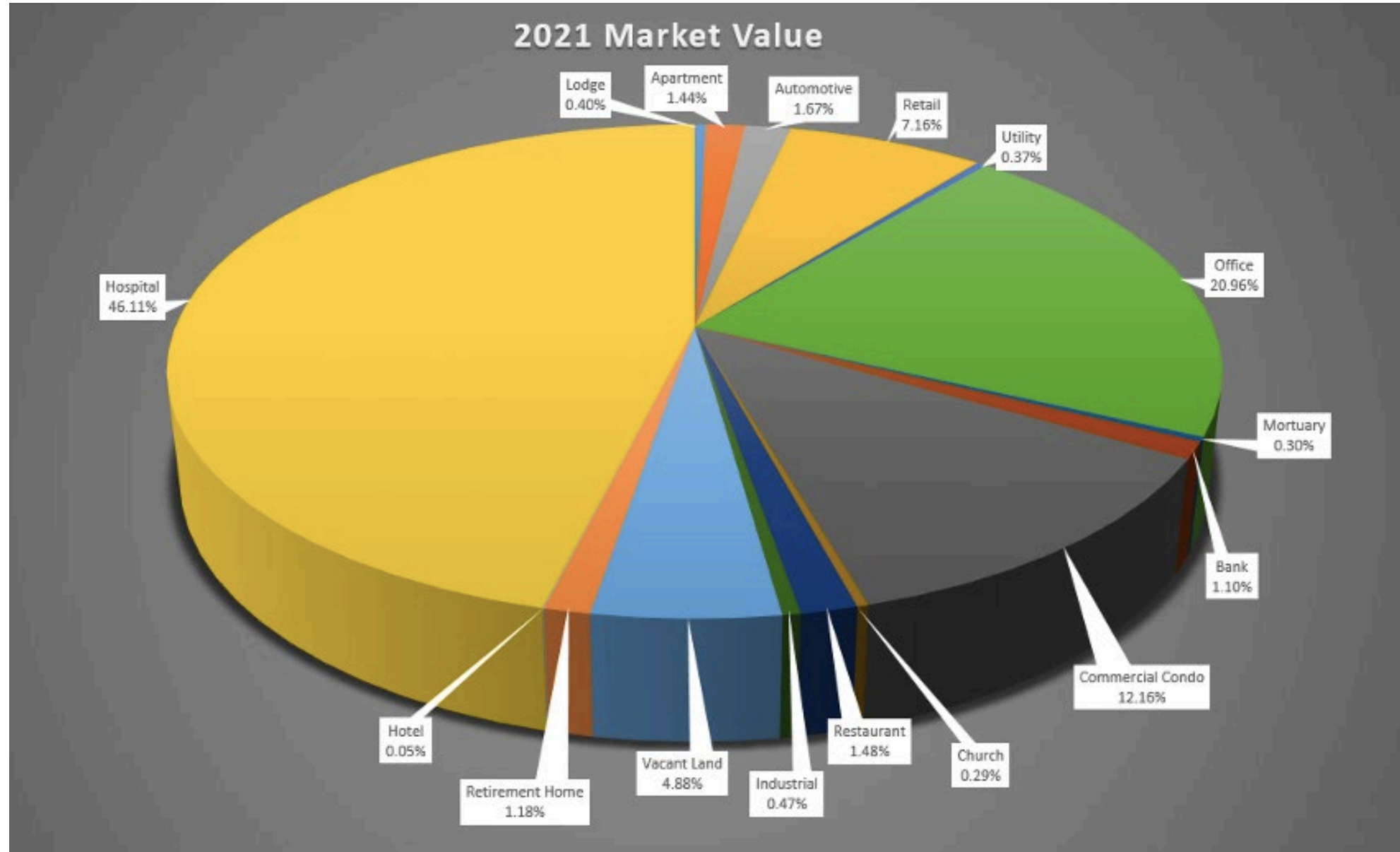
Hospital New Construction Value



Other New Construction - Last 5 Years



Kissimmee CRA



Residential within the Kissimmee CRA

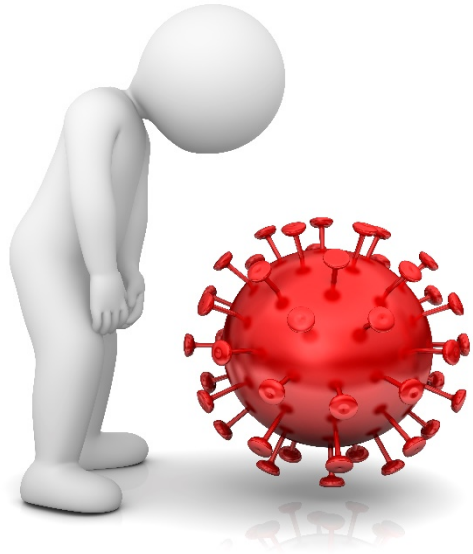
- 650 residential properties within the Kissimmee CRA.
- 2021 Total Taxable Value \$5,6086,483
 - (19% of total taxable values)
 - There was a 7% increase in taxable value from 2020 to 2021.
- Total just value \$8,1371,100



Impact of Covid-19 on Property Values



WILL COVID-19 HAVE AN IMPACT ON MY PROPERTY VALUES?



Under Florida law, property values are established as of January 1, 2021, which reflect the market conditions in 2020.

We will continue to study and analyze the market conditions of 2020 in preparation for the 2021 tax roll.

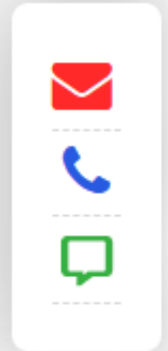
I understand your concerns during these difficult times and shall duly administer any Covid-19 related legislation that is required to be implemented by my office.



Continuing Public Service During the Pandemic

- Streamlined Operations to minimize impact to customers
- Implemented LiveChat functionality on our website (well received)
- Phone support thru the main line 407-742-5000 (more operators now)
- Email support via info@property-appraiser.org or direct to staff

**E-Mail, Call
or Chat**



Thank you very much!

Questions?



ITEM 3.B
PROCLAMATION - BULLYING AWARENESS MONTH

Request

The request is for the City Commission to present a Proclamation in honor of "Bullying Awareness Month."

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-Bullying Awareness Month.2021

Proclamation



BULLYING AWARENESS MONTH



WHEREAS, bullying is physical, verbal, sexual or emotional harm or intimidation intentionally directed at a person or group of people; and



WHEREAS, bullying occurs in neighborhoods, playgrounds, schools, and through technology such as Internet and cell phone; and

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children, adolescents, and thousands of Florida families annually; and



WHEREAS, targets of bullying are more likely to acquire physical, emotional, and learning problems than those who are not bullied, and students who are repeatedly bullied often fear such activities as riding the bus to school and attending community activities; and

WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors; and

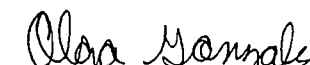


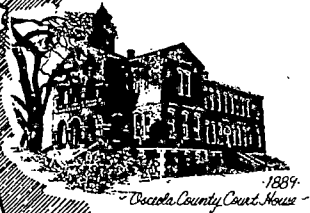
WHEREAS, children who witness bullying often feel less secure more fearful and intimidated.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim October 2021 as **"BULLYING AWARENESS MONTH"** and call upon all citizens to observe this month with appropriate programs, ceremonies, and activities.

IN WITNESS, THEREOF, this is signed this 5th day of October 2021.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C
PROCLAMATION - HISPANIC HERITAGE MONTH

Request

The request is for the City Commission to present a Proclamation in honor of "Hispanic Heritage Month."

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-Hispanic Heritage Month.2021

Proclamation



HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage Month, dates back to 1968 and begins each year September 15 to October 15; and

WHEREAS, during this month, we honor the rich heritage of the Hispanic community and celebrate its countless achievements; and

WHEREAS, the term Hispanic or Latino, refers to South or Central American, or other Spanish culture or origin regardless of race; and

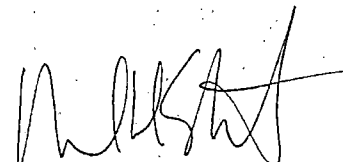
WHEREAS, Hispanics have had a profound and positive influence on our country with roots that trace back generations. They have come to represent the spirit of our Nation through their strong commitment to family, faith, hard work, and service; and

WHEREAS, we recognize the contributions of those who came to our shores in search of their dreams and who continue to add new chapters in our national story by enhancing and shaping our national character with centuries-old traditions that reflect the multiethnic and multicultural customs of their communities; and

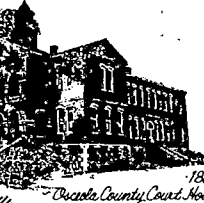
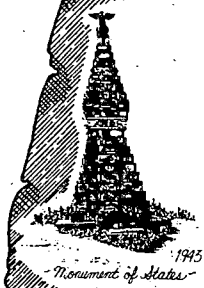
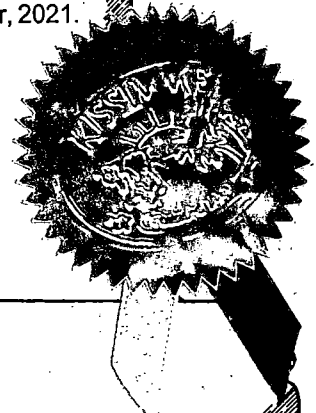
WHEREAS, during National Hispanic Heritage Month, let us renew our commitment to ensuring ours remain a society where the talents and potential of all its members can be fully realized.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of September 15 – October 15, 2021 as **"HISPANIC HERITAGE MONTH"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 5th day of October, 2021.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D
HISPANIC HERITAGE MONTH ART EXHIBITION

Request

The request is for the City Commission to present certificates of recognition to art exhibit participants.

Explanation

As part of the Hispanic Heritage Month Celebration, the Kissimmee City Commission is recognizing five local artists exhibiting their artwork at Kissimmee City Hall.

Each year, the City of Kissimmee observes Hispanic Heritage Month from September 15 to October 15. During this month, we celebrate the cultures, histories, and contributions of people that came from Puerto Rico, Cuba, Mexico, Dominican Republic, Venezuela, Colombia, Ecuador, Chile, Costa Rica, Argentina, among other countries in the Caribbean, Central America, and South America.

This year the Commission recognizes Michelle Irizarry, Jennicel Bolanos, Marisela Rodriguez, Veronica Garcia-Bernal, Mauricio Murillo, also known as Crummy Gummy, and Marilyn Cortes-Lovato.

This art exhibition is in partnership with Osceola Arts as part of the Art in Public Places Program.

Department: City Manager
Presenter: Melissa Zayas-Moreno

Attachment(s):

None

ITEM 3.E

EMPLOYEE OF THE MONTH FOR OCTOBER

Request

That the City Commission join the City Manager in recognizing Kristy Strobl, Police Department, as October's Employee of the Month.

Explanation

The City of Kissimmee is pleased to announce that the Employee of the Month for October is Kristy Strobl, Sergeant, with the Police Department. Kristy has just passed her 23rd anniversary with the City.

Kristy performs an officer's daily tasks and duties with diligence, but what sets her apart is her personal investment and commitment to Kissimmee citizens – exemplifying what a public servant and guardian should be. She balances keeping order and reducing lawlessness with being a human being, with feeling, understanding, and compassion.

One of the ways Sergeant Strobl excels is by being a liaison and confidant to her employees that need support. She also has facilitated her staff's comradery by coordinating two group lunches, giving them a relaxed time to commiserate, laugh, and generally bond. These seemingly simple gestures are invaluable and improve morale.

Kristy is always looking for opportunities to engage with the community. She bonded with a citizen and helped make her 3-year-old daughter's birthday special. When 6 children were left without a father, and their aunt was arrested, Kristy worked the case, notified the grandmother, and assisted in providing school supplies for the children. Because of her innate ability and desire to help people in the City of Kissimmee, we would like to recognize her.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

PUBLIC HEARING - FIRST READING - TRANSMITTAL HEARING FOR COMPREHENSIVE PLAN TEXT AMENDMENTS: 2021 COMP PLAN AMENDMENTS; DRC#21-00097 - PROPOSED ORDINANCE # 21-13

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Request

Amend the Future Land Use, Transportation, and Capital Improvements Elements and add a Property Rights Element to the Comprehensive Plan.

Explanation

This is a request to add a Property Rights Element, as required by the Florida Statute, into the Comprehensive Plan and make amendments to the Future Land Use, Transportation, and Capital Improvements Elements.

Property Rights Element

- This is a new Element of the Comprehensive Plan that was required by a recently adopted Statute. It emphasizes property rights as they relate to policy-making in the City.

Future Land Use Element

- Policy 1.2.4.2: Adding low intensity commercial uses to the Airport Expansion (AE) land use designation. As the City moves into a 'redevelopment mode' and emphasizes mixed-use development, it is advantageous to broaden the uses listed in the AE designation. This amendment is supported by the Kissimmee Gateway Airport.
- Policy 1.2.10.2 & the table in Goal 1.2: Shown to reflect the removal of the Frank Brown Ranch Mixed Use Land Use per DRC#21-051. NOTE: This language is being removed under DRC#21-051. Minor language updates throughout the document (i.e., updating names, reworking language so it is easier to understand).

Transportation Element

- Policy 2.1.2.4: Deleting this section from the Transportation Element will remove annual and quinquennial monitoring of the Multimodal Transportation District (MMTD). These performance indicators are measured annually by staff (outside of the requirement in the Comprehensive Plan)

and this Policy was duplicative of the current process.

- Policy 2.2.1.2: This policy was erroneously removed with the 2018 Comprehensive Plan update. Approval of this item will add the language back into the Element.
- Minor language updates throughout the document (i.e., updating names, reworking language so it is easier to understand).

Capital Improvements Element

- Table 8-2, Table 8-3, Table 8-4, Table 8-5: All tables listed were updated to reflect current budgets/projects within the City. These tables capture information from the City's and Toho Water Authority's budget, the MetroPlan Transportation Improvement Program and Prioritized Project List, and the Florida Department of Transportation's Five-Year Work Program. A clean copy of these tables was provided to make it easier to read.
- Minor language updates throughout the document (i.e., updating names, reworking language so it is easier to understand).

Recommendation

The Development Review Committee (DRC) recommended approval on September 7, 2021.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on September 15, 2021.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

1. 01_FLUE_Nov18_SUBMITTAL_GOPS
2. 02_TE_Nov18_SUBMITTAL_GOPS
3. 08_CIE_Nov18_SUBMITTAL_GOPS
4. 11_PROPRIGHTS_SUBMITTAL
5. 21-097 - Ordinance_DRAFT
6. 21-097 - PAB CC Ad_09.03.2021
7. 21-097 - DRC Application_SIGNED



1

FUTURE Goals, Objectives and Policies

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Kissimmee 2040 Comprehensive Plan

Future Land Use

Goals, Objectives, and Policies

prepared for

City of Kissimmee

prepared by

Cambridge Systematics, Inc.

2101 West Commercial Boulevard Suite 3200

Fort Lauderdale, FL 33309

date

Adopted November 20, 2018; DRC#18-057; DEO#18-1ER

Amended [to be filled in at a later date]

Cover photo source: City of Kissimmee Public Information Office

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COMMUNITY PROFILE

Located on the northern shore of Lake Tohopekaliga, the City of Kissimmee has a long and colorful history as one of central Florida's earlier communities. The City's founders and original businesses were focused and oriented primarily toward ranching and citrus production. These industries utilized the lake and its associated dredged canals to ship goods as far south as Fort Myers and also took advantage of the City's central location and rail facilities to send cattle and citrus throughout the state. Although these industries have declined in material importance in recent years, the pride of their historical significance is showcased in the character of the City's downtown.

The influx of new residents coinciding largely with the birth of the Orlando region as a tourist destination led to the development of Vine Street as a major tourist thoroughfare. It also led to the establishment of a large seasonal population in residential areas throughout the City and in nearby portions of unincorporated Osceola County.

Common characteristics of many of the older, more established neighborhoods are the stately trees that provide shade to residents. Other sections of the City are characterized by a more suburban development pattern and wide, high-speed roadways. This development pattern served to disconnect City neighborhoods from each other, and the people who live in the City.

In the midst of that development boom and an associated disinvestment in older portions of the City, initiatives were established to reverse the trend of outward expansion and stimulate commercial development at the expense of the historic core. In 1992, the City founded a community development agency dedicated to support the businesses and neighborhoods that compose the historic downtown. The downtown is the City's major development center, which will continue to grow as infill and redevelopment efforts spur additional investments in business opportunities.

Downtown Kissimmee's position as a transportation hub did not end with the passing of the steamship and rail era. The development associated with the post-war housing boom, which introduced suburban land use patterns and wide roadways, began a transition into a more diversified and mixed use land use pattern and an associated multimodal transportation network throughout the City.

The City also recognizes the need for better connections between land use and transportation and has for more than a decade worked to transform its auto-centric suburban development pattern. The Kissimmee Intermodal Center's location in the heart of downtown will support transit-oriented development associated with the regional SunRail station, which will link the downtown to the two planned stations just north and just south of the City, as well as the entire region.

The City is seeing the fruit of its change in vision through the redevelopment of major parcels along the lakefront. The Lakefront Park is beloved by many residents and is the focus of community activities and

ements creating more housing and additional non-residential uses to downtown has occurred near the Kissimmee Intermodal Center along the lakefront near a parking lots to houses, a hotel, retail space and parking structures are proposed.

The city is engaged in redeveloping the automobile-oriented Vine Street corridor as a mixed-use and multi-modal-sustainable area and has created a second phase here. The implementation of this initiative is ongoing and closely tied to redevelopment efforts downtown and other portions of the city. The Vine Street Vision was followed by the adoption of a multi-modal Transportation District Map for the area encompassing not only the city and the majority of the Vine Street corridor but also the Kissimmee Gate, an airport and residential neighborhoods just north of Vine Street.

The Map includes sections of the city with the greatest potential for redevelopment to support transit and other mobility options. The designation also requires the incorporation of multi-modal transportation infrastructure and urban and site design characteristics into development and redevelopment projects. These infrastructure projects will provide a better connection between land use and transportation, which will in turn improve energy efficiency, encourage transit use, and walking and bicycling, and support the increases in land use densities and intensities that accompany redevelopment efforts in the city's existing centers.

The city has chosen to implement throughout the city programs and policies that guide the Map. This initiative is a response to the city's statutory designated status as a dense urban land area, which requires the city to compose a citywide mobility plan that addresses how the city intends to reduce vehicle miles traveled and increase mobility and accessibility. The city's visionary approach to transportation and land use planning provides a springboard to more effectively change residents' travel patterns and behaviors.

In addition to and associated with the opportunities listed above, the city engages in targeted economic development and redevelopment strategies to promote local economic engines. These include the Kissimmee Gate, an airport, the Osceola Regional Medical Center and Florida Hospital Kissimmee - two anchors of the city's medical arts district, Valencia Community College, and the county's governmental and judicial operations. These business types and their ancillary uses are built on location-based industries that can weather economic changes and offer an excellent opportunities for residents. The city also works with Osceola County on nearby economic opportunities such as GeoCity, a 500-acre master-planned technology district.

The city of Kissimmee is home to a host of recreational and cultural facilities, adding to the overall quality of life for residents. The wealth of historic amenities and recent focus on redevelopment activities does not overshadow important environmental amenities, including Lake Tohopekaliga and Hingle Tree. The lake has long been a prime bass-fishing lake, and Hingle Tree is the principal outflow from the headwaters of the Everglades north of the city in Orange County. The value of these resources is

both economic and eco-tourism dollars and intrinsic through ecosystem health and viability continued protection of these and the city's other natural and cultural resources is paramount and the city has worked hard in coordination with Osceola County on the purchase of land to expand the Hinkle Tree regional park and trail.

This Comprehensive Plan guides land use and development patterns and objectives and steers the city toward its intended vision. This vision now more clearly enumerates enhancing local quality of life through redevelopment and the creation of a more transit-oriented, pedestrian-friendly and sustainable mixed use community and improving local development opportunities through increased economic development and investment. The vision also includes maintaining the health of local ecosystems and natural resources and ensuring adequate levels of public facilities and infrastructure.

GOALS, OBJECTIVES, AND POLICIES

This section stimulates goals, objectives, and implementing policies for the Future Land Use Element pursuant to 163.3177(6)(a) Florida Statutes.

GOAL 1.1: LAND USE AND COMMUNITY CHARACTER.

Ensure that the character and location of land uses is efficient, incorporates best management practices, principles of resource conservation and compact development, promotes orderly land use transitions and human-scaled growth, and minimizes threats to health, safety, and welfare that may be associated with incompatible land uses, environmental degradation, hazards, and nuisances.

OBJECTIVE 1111: PROVIDE SPACE FOR PROTECTED FUTURE RESIDENTIAL

Sufficient space shall be provided for residential development and required community facilities to adequately meet the housing needs of the present and expected future population. Residential development shall be planned and designed to create and perpetuate stable residential and mixed-use neighborhoods for all income levels.

POLICY 11111: PROVIDE SPACE TO PROTECT AND PERPETUATE PROTECTED FUTURE RESIDENTIAL AND MIXED-USE NEIGHBORHOODS

Stable residential areas and protected future residential areas as delineated on the Land Use Map shall be protected from encroachment by incompatible development. This policy does not preclude necessary community facilities from locating within established residential areas when such activities satisfy established criteria of this plan and the city's land development code.

Land development regulations shall continue to incorporate standards and/or reference criteria for mandating retention of open space and for regulating landscaping, building design, including setbacks, building placement on site, and building orientation. These provisions shall be directed toward protecting riparian areas as well as to light, air, and open space. Other reasonable design principles shall continue to be included in the land development code in order to alleviate adverse impacts of potential incompatible land uses.

POLICY 11112: PROTECT OPEN SPACE TRANSITIONS

Where it is not feasible to separate residential from nonresidential land uses, in those areas where separation is desired, buffering shall be required to promote a smooth land use transition. Buffering may include landscape corridors, walls or fences aesthetically designed for screening purposes, and open space systems with dense native vegetation.

and tree canopy and/or a transitional use between incompatible uses. There shall be buffering and convenient pedestrian access between multiple family residential uses, mixed-uses and non-residential uses.

POLICY 11.13: PROMOTE OPTIMUM TRANSITION TO MULTIFAMILY RESIDENTIAL

Highest residential densities (densities greater than 12 units per acre) shall continue to be allocated to sites accessible to arterial or collector streets or accessible to identified transit routes and facilities and shall be located adjacent to existing development with the same or less land use density or intensity. Residential densities shall be allocated in a manner compatible with available public services, natural features and existing and anticipated future development.

OBJECTIVE 11.2: ORGANIZE COMMERCIAL DEVELOPMENT

Commercial development shall be comprised of a wide range of business uses. The allocation of land and public facility resources shall consider the location and space requirements of commercial activities and potential fiscal, environmental and socioeconomic impacts on the city as a result of distribution within their market area.

POLICY 11.21: PROMOTE PATTERNS OF ORGANIZED COMMERCIAL DEVELOPMENT

In order to promote efficient use of the multimodal transportation system, achieve orderly development and redevelopment activities and minimize adverse impact on neighborhood and environmental quality, commercial development shall strategically locate in areas having characteristics suitable for specific land site, public facilities and market location requirements of their respective commercial uses.

POLICY 11.22: PROVIDE FOR ORGANIZED OFFICE DEVELOPMENT

Office development shall be encouraged to locate on accessible sites near major thoroughfares and/or transit routes and facilities. Office development may serve as a transitional use separating more intensive commercial uses from neighborhood-oriented residential development. In addition, office uses may be compatible with a mix of land uses including multiple family residential units and/or institutional uses where the sites are of sufficient size to accommodate land development requirements and appropriate landscape screening and buffering as enumerated in the land development code.

POLICY 11.23: PROTECT AND IMPROVE COMMERCIAL DISTRICTS

The city shall maintain various commercial zoning districts and development standards in the land development code to assure the availability of varied activities including but not limited to: professional and business offices, limited commercial activities and general retail sales and services. The allocation of commercial uses shall recognize that

respective commercial activities frequently have different site spatial and market area characteristics and generate significant different impacts. The commercial future land use designations on the Future Land Use Map shall ensure land area sufficient for accommodating diverse commercial uses in a manner consistent with: 1 the needs of the applicant and adjacent land owners; 2 available public facilities; 3 fiscal capacity of the city; and 4 any applicable land water or other natural resource constraints.

OBJECTIVE 11.3: Preserve Future Industrial Development

Sufficient land shall be maintained to accommodate and support industrial development in specific areas of the city.

POLICY 11.3.1: Allocate Land Resources for Future Industrial Development

The allocation of land resources for industrial development shall reflect the location of public facilities and space requirements of industrial activities and potential fiscal, environmental, and socioeconomic impacts on the city.

POLICY 11.3.2: Prioritize Port of Tampa Bay Areas

Major centers for industrial activity include the airport and airport environs within the southwest quadrant of the city, the northeast quadrant of the city adjacent to the SunRail tracks where industrial development already exists, the northwest quadrant of the city adjacent to John Young Parkway and Thacker Avenue north of Carroll Street, and within newly annexed areas suitable for industrial development. High priority shall be directed toward full utilization and development of lands designated for industrial development proximal to the Kissimmee State Airport except where such utilization and development could not comply with floodplain management policies and other environmental protection requirements.

POLICY 11.3.3: Pursue Proactive Industrial Policy

The city shall pursue a strategy of selective expansion of its industrial base in accordance with the objectives and policies contained in the economic development plan and other elements of this Plan. The city shall encourage industries that contribute positively to the city's economy and that of the central Florida region.

POLICY 11.3.4: Prevent Nuisance Impacts from Industrial Activities

The city shall prevent nuisance impacts frequently associated with industrial activities by maintaining performance standards for managing emission of noise, air pollutants, odor, vibration, fire or explosive hazard, and glare.

POLICY 11.35: DISCOURAGE NON-INDUSTRIAL LAND USES

The City shall discourage non-industrial land uses such as churches and schools in industrial areas to preserve industrial lands for employment-focused uses.

OBJECTIVE 11.4: ASSURE THAT NEEDED PUBLIC SERVICES AND FACILITIES ARE DEVELOPED CONCURRENT WITH NEW DEVELOPMENT

The City shall assure that needed public services and facilities are developed concurrent with new development including the use of adequate facilities requirements within the City's and development code. In addition, the City shall use the capital improvement program and budget process to pursue advance acquisition of land required to provide recreation, conservation and related public benefits.

POLICY 11.41: COORDINATE PUBLIC AND PRIVATE INVESTMENTS TO IMPROVE

The location, scale, timing and design of necessary public services and semi-public uses shall be closely coordinated with development activities in order to promote investments in delivery of requisite services.

POLICY 11.42: MAINTAIN AND ENFORCE APPROPRIATE STANDARDS AND SPECIFICATIONS OF PUBLIC AND SEMI-PUBLIC FACILITIES

The City shall maintain and enforce appropriate standards and specifications for the design and construction of public and semi-public facilities and services in order to promote cost effectiveness and quality control consistent with all applicable federal, state, regional and local standards.

POLICY 11.43: PROVISION OF OFF-SITE INVESTMENTS

All new development shall provide necessary off-site investments or equitable contributions in lieu thereof required as part of a development application pursuant to the Comprehensive Plan or another requirement of the Code of Ordinances as exists or as may hereinafter be amended.

OBJECTIVE 11.5: PROMOTE INNOVATIVE WAYS TO PROMOTE AND ENHANCE LAND USE AND TRANSPORTATION CONNECTIVITY WHILE CONSERVING NATURAL RESOURCES THROUGH COACT DEVELOPMENT PATTERNS

The City shall continue to seek and implement innovative ways to promote and enhance land use and transportation connectivity while conserving natural resources through coact development patterns. Areas of particular focus for the City include major activity centers such as the downtown community development area including the City's Central Business District, the Vine Street corridor community development area, the Medical Arts District, the Lake Tahoe Regional waterfront and the whole of the Multimodal Transportation District.

POLICY 11.51: OPERATIONS OF THE BAYVIEW

The City shall continue to emphasize and enforce the principles of human-scaled, walkable neighborhoods and environments through the continued enforcement of the Land Development Code specifically the adopted design manuals and standards associated with specific districts in the City.

POLICY 11.52: PROTECT THE OPERATIONS OF THE VILLAGE OF

The City in partnership with private and public organizations and area residents shall promote the continued revitalization of the downtown redevelopment areas as an important location for commercial, residential, governmental, cultural and recreational activities through continued implementation of the goals and objectives outlined in the downtown redevelopment agencies' *Redevelopment Plans*.

POLICY 11.53: IMPLEMENTATION OF THE OVERSIGHT OF THE

The City shall continue to implement the designated overlay districts through the Land Development Code. These overlay districts include the Conservation Overlay District, Downtown Downtown redevelopment area, Historic Preservation Overlay (HPO), Downtown Downtown redevelopment agency area, Bed and Breakfast Overlay (BBO), Medical Arts District, Short-Term Rental Overlay, and the Vine Street Downtown redevelopment area. Other overlay districts may be identified and added to the City's zoning map and will also be implemented through the Land Development Code.

POLICY 11.54: OPERATIONS OF THE TOWN OF VI

Special emphasis shall be placed on preserving and/or improving the character of natural features including the Lake Tohopealiga shoreline, Mill Lough and Hingle Creek which serve as focal points and amenities for City residents and visitors.

Scenic vistas especially along Lake Tohopealiga, Mill Lough, Partridge Hingle Creek or other similar aesthetic corridors shall be enhanced by the preservation of open spaces.

POLICY 11.55: EFFICIENT USE OF RESOURCES

The efficient use of natural resources including energy supplies shall be accomplished through the application of compact development patterns, energy-efficient building and site design, the application of mixed land uses and support of multi-modal transportation options.

POLICY 11.5.6: PROTECTION OF WATER QUALITY TO PROTECT AND ENHANCE THE CITY'S WATER RESOURCES

The City will continue to protect water quality through the restriction of land use activities that may adversely affect wetlands and the quality and quantity of water sources including natural groundwater recharge areas, wellhead protection areas, and surface waters.

POLICY 11.5.7: COORDINATE FUTURE LAND USES WITH NATURAL SYSTEMS

The City shall coordinate its future land uses with natural systems including topography, soil conditions, vegetation, potable water wellfields, and other environmentally sensitive land and water resources through the continued implementation of the City's adopted land use and development regulations. Land use shall also be predicated on availability of infrastructure and service systems required to support land use activities.

POLICY 11.5.8: ENCOURAGE A MIX OF LAND USES AND INCREASES IN LAND USE DENSITY AND INTENSITY TO SUPPORT TRANSIT USE IN THE VICINITY OF RAIL TRANSIT AND REGIONAL TRANSIT STATIONS AND STOPS

The City shall encourage a mix of land uses and increases in land use density and intensity to support transit use in the vicinity of rail transit and regional transit stations and stops. These transit-oriented development (TO) areas include lands near the Mississipp Intermodal Center in the Vine Street Corridor, downtown redevelopment area, and near planned bus rail stations.

POLICY 11.5.9: COORDINATE FUTURE LAND USES WITHIN A HALF-MILE OF THE DOWNTOWN INTERMODAL CENTER AND FUTURE REGIONAL TRANSIT STATION AREAS

The City shall limit the types of land uses within a half-mile of the downtown Intermodal Center and future regional transit station areas in order to encourage a more walkable and connected transit-oriented environment. Uses that shall be limited and/or excluded include automobile-oriented businesses such as auto dealerships and repair shops and drive-through businesses. Intense industrial business activities, particularly those with daytime freight traffic, shall also be limited and/or excluded.

POLICY 11.5.10: ESTABLISH OPEN SPACE REQUIREMENTS AND PROTECT POTABLE WATER WELLFIELDS

The land development code shall maintain performance standards that at a minimum:

- Provide criteria for protecting wetlands
- Establish open space requirements
- Provide criteria for protection of potable water wellfields

- Provide criteria for drainage and stormwater management and requirements for stormwater management plans associated with development and redevelopment projects
- Incorporate criteria for requiring off-street parking and managing internal traffic circulation as well as access to and egress from the street system
- Mandate availability of requisite services and infrastructure
- Articulate criteria for perimeter screening and buffering land uses and facilities that may otherwise adversely impact development of adjacent land uses
- Establish standards for erosion and sedimentation control
- Address historically significant properties requiring protection and
- Provide criteria for reduction of Vehicle Miles Traveled (VMT)

OBJECTIVE 11.6: PROMOTE A QUALITY OF LIFE-POSITIVE AND ENVIRONMENTALLY SOUND TO LIVABLE COMMUNITY WITHIN THE CITY

Policies and standards regarding the arrangement, density/intensity and design of land uses in the city shall continue to complement the development of a multi-modal transportation system and shall be implemented through the land development code.

POLICY 11.6.1: BROAD-BASED TRANSPORTATION-ORIENTED ENVIRONMENTAL PRACTICES WITHIN THE QUALITY OF LIFE-POSITIVE COMMUNITY

Land use plans within the multi-modal Transportation District and particularly the downtown core unit redevelopment area, the medical arts district, the Vine Street corridor core unit redevelopment area and along the shore Boulevard shall be designed to enable multi-storied mixed-use development and redevelopment. These locations are on or adjacent to existing or proposed transit routes and have significant potential to support transit-oriented development and non-motorized modes of transportation.

POLICY 11.6.2: PROMOTE TRANSPORTATION-ORIENTED LIVING

Commercial mixed-use and multi-family residential developments throughout the city shall be required to locate on-site parking as unobtrusive to pedestrian access as possible. Except for cases of hardship where site conditions do not allow this standard to be met, surface parking shall not be located between buildings and sidewalks along public rights of way. Buildings within the CBD shall be located adjacent to the public sidewalk to provide direct access between the public sidewalk and building entrances and

development regulations shall ensure that setbacks buffer requirements parking standards and other associated regulations are consistent with this policy.

Policy 11.63: **Primary-Oriented Buildings Within the Pedestrian-Transit District**

In the event the primary building entrance for commercial mixed-use and multi-family buildings shall be oriented towards the principal pedestrian access point to the public side or an interior side where the majority of pedestrian traffic is expected internal to the site. Additional entrances may be permitted that orient towards on-site parking. Buildings shall be designed so that transparency articulation alcoves awnings and other architectural features break up facades with features that are of visual interest to the pedestrian and reduce the perceived scale of large buildings. A minimum transparency percentage for ground floor non-residential uses shall be required as will a maximum number of consecutive linear feet of facade that will be allowed to remain unadorned/unarticulated.

Policy 11.64: **On-Street Pedestrian-Transit Infrastructure Within the Pedestrian-Transit District**

Internal sidewalks shall be required to provide connections from public sidewalks to building entrances parking areas and to adjacent developments. Crosswalks shall be provided where sidewalks intersect with internal streets or parking aisles. Developers shall be required to provide bicycle parking on-site located conveniently to building entrances. Transit shelters or other transit infrastructure may be required on-site where sufficient public right-of-way is not available to adequately meet the needs of the transit system. Streetscaping shall be required along sidewalks adjacent to public or private streets consisting of shade trees pedestrian-scaled lighting benches and other pedestrian-oriented amenities where appropriate.

Policy 11.65: **Verticality Within the Multi-Modal Transportation District**

Within the Multi-Modal Transportation District particularly the downtown downtown pedestrian area the Vine Street Corridor downtown pedestrian area and along Lakeshore Boulevard locations on or adjacent to existing or proposed transit routes should be designed to encourage vertical mixed-use development and redevelopment. These areas have significant potential to support transit-oriented development and non-motorized modes of transportation. Other locations within the District also should be encouraged to develop or redevelop as vertical mixed use. Vertical mixed-use buildings combine different uses in the same building. To enable multi-story

mixed use development lower floors should have more public uses with more private uses on the upper level floors

Policy 11.6.6: Osceola County Horizontal Block Planning Initiative

In mixed use land use districts outside the TOD sites shall be designed to enable vertical or horizontal mixed-use development and redevelopment. Horizontal mixed-use combines single-use buildings on distinct parcels within a development and in close proximity.

Objective 11.7: Protection of Historic Resources

The City shall ensure protection of historic resources through the continued use of various regulations through intergovernmental coordination and encouragement of private sector involvement.

Policy 11.7.1: Preservation of Historic Sites

The City shall continue to enforce the Historic Preservation Ordinance and to coordinate with the State in developing appropriate programs for preserving and enhancing sites of historical significance.

Policy 11.7.2: Preservation of Historic Land Development

The City shall continue to enforce historic preservation land development regulations to help avoid adverse impacts to historic sites.

Objective 11.8: Interdepartmental Coordination

The City shall coordinate land and water resource management issues with other applicable public agencies at all levels of government pursuant to the Intergovernmental Coordination Agreement.

Policy 11.8.1: Interdepartmental Interdepartmental Coordination

The City shall require that development applications be coordinated as appropriate with Osceola County, the School District of Osceola County, other special districts, the Central Florida Regional Planning Council, the South Florida Water Management District, as well as applicable state and Federal agencies prior to issuance of a development order or permit.

Policy 11.8.2: TOHOP and THOIT Coordination

The City shall coordinate with TOHOP regarding future land use decisions, future population, and the corresponding need for additional potable water.

OBJECTIVE 11.9: Maintain and Periodically Update

The City shall implement land use goals and objectives by carrying out a continuing program of land use activities below cited:

POLICY 11.9.1: Information System

The City shall maintain and periodically update the land use information system, integration of the Tax Assessor's records, City Planning Department field data, Building and Zoning Department permit files, engineering base maps and all other relevant land use data files.

POLICY 11.9.2: Monitor and Evaluate Population and Land Use Trends

The City shall monitor and evaluate population and land use trends, including update of the growth allocation model.

POLICY 11.9.3: Administer Adopted Land Use Controls

The City shall administer adopted land use controls, including the zoning ordinance, subdivision regulations, building regulations, housing code, water and wastewater codes, traffic regulations and regulations governing streets and sidewalks.

POLICY 11.9.4: Evaluate and Manage Impacts of Proposed Development Pursuant to Existing Ordinances

The City shall evaluate and manage impacts of proposed development pursuant to existing ordinances, including but not limited to public facilities, natural environment and impact on stable residential neighborhoods.

POLICY 11.9.5: Good Principles of Urban Design

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Chingle Creek, Millough Park as well as developing residential neighborhoods and centers of commercial or institutional activity.

POLICY 11.9.6: Policies Resonant to Changing Conditions

In order to maintain land use policies resonant to changing conditions, problems and issues, the City shall undertake special studies as needed to develop specific local strategies for resolving unanticipated land use problems and issues, including systems for managing local, unpopular land uses.

OBJECTIVE 1110: IDENTIFY AND DESIGNATE POTENTIAL TO THE CITY

The City shall consider areas within one and one-half miles of the City limits as potential annexation areas. The City will work with Osceola County to achieve appropriate land use and public facilities planning for areas that may become part of the City.

POLICY 11101: COORDINATE WITH CITY OF OSCEOLA COUNTY PLANNING

The City will coordinate with Osceola County in land use and infrastructure planning for unincorporated areas within one and one-half miles of the City limits.

POLICY 11102: JOINT PLANNING INTERLOCAL AGREEMENT

The City should investigate entering into a Joint Planning Interlocal Agreement with Osceola County regarding a possible joint planning area.

POLICY 11103: PREPARE AN ANNEXATION STUDY

The City will prepare an annexation study prior to any involuntary annexations. This study shall further evaluate the suitability of the areas for annexation in accordance with State law and shall include consideration of: a) the ability of the City to provide the areas with the times and levels of service necessary to support urban development; b) City population and land use growth projections; c) the environmental sensitivity of the areas; and d) the ability to comply with Comprehensive Plan policies.

POLICY 11104: ENCOURAGE ORDERLY AND EFFICIENT DEVELOPMENT

The City shall encourage orderly and efficient development and annexation of parcels, particularly through development of infill properties, the redevelopment of parcels within the CD and parcels south of the Orange County line between John Young Park and Florida's Turnpike.

POLICY 11105: ORIGINALLY DESIGNATED OF UNDESIRABLE

When annexed and annexed into the City will be given an appropriate and compatible land use designation in one of the following ways:

1. If at the time of annexation the City determines that the existing Osceola County Future Land Use designation is the most appropriate designation for the property and will achieve the City's planning objectives for the area, the property will be given a City Future Land Use designation as indicated in the conversion table below.

County Future Land Use Designation	City Future Land Use Designation
Rural/Agricultural	Single Family Residential F-1000
Rural Inland	Single Family Residential F-1000
Low Density Residential	Single Family Residential F-1000
Medium Density Residential	Single Family Residential F-1000 or Multi-Family Residential F-1000 or Medium Density Residential F-1000 or Medium Density Residential F-1000
High Density Residential	Multi-Family Residential F-1000 or Medium Density Residential F-1000 or Medium Density Residential F-1000
Office	Office Residential OR or Medium Density Residential F-1000 or Medium Density Residential F-1000
Neighborhood Commercial	Office Residential OR or Medium Density Residential F-1000 or Medium Density Residential F-1000
Community Commercial	Office Residential OR or Medium Density Residential F-1000 or Medium Density Residential F-1000
Urban Commercial	Office Residential OR or Medium Density Residential F-1000 or Medium Density Residential F-1000
Local Entertainment Commercial	Office Residential OR or Medium Density Residential F-1000 or Medium Density Residential F-1000
Tourist Commercial	Office Residential OR or Medium Density Residential F-1000 or Medium Density Residential F-1000
Industrial	Industrial Business IB
Conservation	Recreation R or Conservation CO
Institutional	Institutional IT or Recreation R
Natural Resource Utilization	Utilities UT

Additionally, all areas within the 100 year flood plain shall also be included under the Conservation Overlay District regardless of the Osceola County Future Land Use designation prior to annexation.

2. If at the time of annexation, the city determines that the existing Osceola County Future Land Use designation is not the most appropriate designation for the property, the property will be given a city land use designation in accordance with the land use plan amendment process as defined by Chapter 163 of the Florida Statutes and city codes and policies.

POSS 11-106: PUBLIC FACILITIES AND UTILITIES POSSIBILITIES

The city shall coordinate with Osceola County and any other applicable entities for the transfer of public facilities and their maintenance activities from within unincorporated Osceola County to the city of Kissimmee upon annexation.

POSS 11-107: VALUE OF PUBLIC UTILITIES

Prior to the annexation of any land, the city shall demonstrate that public facilities and services shall be available consistent with the city's adopted level of service standards. If

the subject parcels upon annexation are found to create deficiencies in public facilities or services, a financial plan demonstrating how the deficiencies will be eliminated through the inclusion of projects in the Capital Improvement Elements Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

GOAL 1.2: MAINTAIN FUTURE LAND USE MAP.

Continue to maintain and manage a Future Land Use Map. The Future Land Use Map series 2040 is supported by the comprehensive plan data inventory and analysis and the comprehensive plan evaluation and appraisal report (2017).

The Future Land Use Map series shall include areas for the following uses:

Residential	Non-Residential	Mixed-Use
Single Family Low Density	Office-Residential	Onton
Single Family Medium Density	Commercial General	Vine Street
Mobile Home Medium Density	Airport Expansion	Taestr Fran Brown
Multiple Family Medium Density	Industrial Business	Flora Ridge Taestr
Multiple Family High Density	Institutional	Flora Ridge
	Utilities	
	Recreation	
	Conservation	

Nothing in this section shall preclude necessary community facilities such as public school facilities and including electrical distribution substations from locating within an future land use designation when such activity satisfies established criteria of this plan and the city's code of ordinances.

OBJECTIVE 1.2.1: IMPROVE TRANSPORTATION

The city shall maintain residential density based on the following considerations: fast and projected future population and housing trends and characteristics; provision and maintenance of quality residential environments; protection of environmentally fragile natural systems; the need to plan for smooth transition in residential densities; and provision and maintenance of suitable transportation opportunities and multiple-family projects.

POLICY 1.2.1.1: LIMIT THE FUTURE

Maximum gross residential density shall be determined by dividing the maximum allowable units by the gross land area. The dwelling units/gross land area of all residential densities denoted on the Future Land Use Map shall stimulate the maximum gross

densities permitted for development on the land. These maximum residential densities are displayed below:

Residential	Residential Density (Gross Units per Gross Acre)
Single Family Low Density Residential (F-LD)	0-6 units/acre
Single Family Medium Density Residential (F-MD)	7-9 units/acre
Multiple Family Medium Density Residential (F-MD)	10-20 units/acre
Mobile Home Medium Density Residential (H-MD)	up to 10 units/acre
Multiple Family High Density Residential (F-HD)	21-25 units/acre

Gross land area shall be defined as those contiguous land areas under common ownership proposed for residential development. In cases where residential land abuts waters of the State, the boundary shall be delineated pursuant to Chapter 403F and Chapters 17.04 and 17.12F. No density credit shall be granted for waters of the State. In cases where land area includes floodplains, wetlands, or other environmentally fragile lands, the land development regulations may provide performance standards and/or criteria which shall further restrict the character of land for which gross density credit may be granted. The intent is to allocate density credits only to those lands which are buildable pursuant to urban design criteria. These criteria shall be incorporated within the land development regulations.

Density is expressed in terms of a range up to a specified maximum here so stated as a range; the maximum density is not guaranteed by right. The land development code shall assure that specific density assigned to new development is compatible and consistent with established development patterns and provides equitable use of the land.

Policy 12.12: Future Land Use Map (F-LU) and Future Land Use Map (F-LU)

Areas delineated on the Future Land Use Map for single family low density residential uses shall accommodate single family detached dwelling units with a maximum density of up to six dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, and other factors which may be identified in the land development regulations. Supportive community facilities and accessory land uses may be located within areas designated for single family low density residential uses. The low density designation is intended to protect the quality and character of existing and stable single family detached low density residential neighborhoods.

When agricultural areas are annexed into the City and given the F-100 land use designation, agricultural uses shall continue subject to zoning regulations described in the Ordinance and the development code.

Policy 12.13: Medium Density Residential Transition

The development in areas delineated on the Future Land Use Map for Medium Density Residential uses shall be developed and/or maintained as residential neighborhoods. The Medium Density designation is intended to ensure sufficient land area for developments of Medium Density and an adequate supply of existing and/or projected public facilities for the area, public utility community facilities and accessory land uses shall be located within areas designated as such.

The use of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites for Medium Density residential developments should be located so they provide a smooth transition between lower density residential areas and mixed-use areas or those developed and/or designated for more intense uses.

- **Single Family Medium Density Residential (F-100)** This designation is intended to accommodate single family detached or attached dwelling units with a maximum density of between seven and nine units per acre within this land use designation. Attached single family structures are defined as duplex and triplex structures only with the following exception: multi-family structures and rowing houses existing within these designated areas prior to the enactment of the Comprehensive Plan shall be allowed to remain as conforming conditional uses.
- The designation F-100 is particularly appropriate for redevelopment areas having relatively small platted lots, areas with natural constraints that make higher densities inappropriate, and sites serving as a transition between two or more areas accommodating potential incompatible development. Areas delineated on the Future Land Use Map with the Office-Residential (Office) future land use designation shall follow the density requirements set forth for F-100 if residential is the proposed use.
- **Mobile Home Medium Density Residential (H-100)** This designation is intended to accommodate mobile home developments within the City. The density of mobile home development shall not exceed 10 units per acre.
- **Multi-Family Medium Density Residential (F-100)** This designation is intended to accommodate multi-family structures with a density of 10-20 units per acre.

Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses including mixed-uses.

Policy 12.14: Office-Floor High Density Office-Floor

High density residential uses in the district shall range from 21-25 units per acre. The high density future land use designation is intended to provide multiple family residential development at higher densities that shall be adequately supported by public services and facilities and maintain compatibility with the surrounding area. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses.

Specific areas designated for high density development shall be adjacent to existing or anticipated major thoroughfares and/or transit routes and facilities and shall be supported by the requisite utilities. In addition, these areas generally shall be highly accessible to commercial services and may be located adjacent to mixed-use areas. Specific density of future development proposals within these areas shall provide smooth transitions in residential density, preserve stability of established neighborhood areas and shall include sufficient open space, parking and landscaping to reinforce goals and objectives for quality living areas.

Objective 12.2: Office-Floor Office-Floor Office-Floor

The district shall provide and maintain non-residential and mixed-use future land use categories in proportion and with identified intensities and mixes of uses to satisfy the commercial and office, industrial, institutional, utility, recreation and conservation needs of residents and visitors. These future land uses shall be identified on the Future Land Use Map.

Policy 12.21: Office-Floor Office-Floor Office-Floor

The district shall measure non-residential development and redevelopment project intensities using Floor Area Ratio (FAR). FAR shall be expressed as the result of the total square feet of structural development including structured parking and surface parking areas divided by the gross area of the development or redevelopment site in square feet.

Non-residential maximum intensities are displayed in the table below:

Non-Residential	Intensity, Floor Area Ratio (FAR)
Office Residential (OR)	1.0
Commercial General (CG)	2.5

Non-Residential	Intensity, Floor Area Ratio (FAR)
Institutional [I][O][T]	2.0
Industrial Business [I][O]	0.5
Airport Expansion [A][O]	0.5
Recreation [R][O]	0.2
Conservation [C][O]	0.0
Utilities [U][T]	0.75

#Office-Residential may have up to 9 residential units per acre when used as a residential use.

POLICY 12.2.2: FUTURE LAND USE CATEGORIES SHALL BE COMPOSED OF VARYING PERCENTAGES OF

residential and non-residential land uses. Non-residential uses shall include combinations of commercial, office, industrial, institutional, utility, recreation, and conservation, depending on the character of the district or sub-area and compatibility of uses as described in this Comprehensive Plan and the Land Development Code. Objectives 12.9 and 12.10 provide more details.

POLICY 12.2.3: PROTECTION OF THE BUILT ENVIRONMENT AND HISTORIC HOODS

The City shall discourage the mixture of residential and non-residential future land uses in stable residential neighborhoods and where uses and associated densities and intensities are incompatible. Compatibility shall be guided by policies contained in this Plan and the Land Development Code.

OBJECTIVE 12.3: IDENTIFY AND MAINTAIN COMMERCIAL LAND FOR OFFICE-RESIDENTIAL DEVELOPMENT AND COMMERCIAL GENERAL DEVELOPMENT

The Future Land Use Map shall identify and maintain commercial land for Office-Residential development and commercial general development.

POLICY 12.3.1: OFFICE-RESIDENTIAL ZONING

Office-Residential is a land use designation designed to accommodate both professional offices and residential uses and is generally located on the outer fringe of an existing residential area. Development and redevelopment projects within this future land use designation shall be built with an intensity of up to 1.0 FAR when used for non-residential uses or up to 9 dwelling units per acre when used as a residential use.

This future land use designation expressly excludes general retail sales and services, warehousing, and outside storage. Furthermore, this policy designation is intended for sites that:

- Have accessibility to major thoroughfares and/or transit routes and facilities.

- Have potential to be served by a full complement of urban services
- Contain sufficient land area to accommodate good urban design principles
- Accommodate only residential uses and professional office buildings including financial institutions, medical facilities and allied services as regulated in the Land Development Code
- In some cases, these sites may be appropriate for an Office land use designation but due to their location, they may not be suitable for residential uses and
- Frequently serve as a transition area that buffers residential uses located in one area from a nearby area that accommodates uses of a higher intensity

This designation is intended primarily for areas where a mixture of residential and office uses are appropriate. However, in some areas with the Office-Residential designation, proposed office uses may require a special review process in order to maintain the stability and character of the surrounding residential area.

Areas delineated on the Future Land Use Map for Office-Residential uses shall follow the density requirements set forth in the Single Family Medium Density Residential (F-3) category if residential is the proposed use.

Policy 12.32: Commercial General Areas

The commercial general areas are designated on the Future Land Use Map for purposes of accommodating office uses and general retail sales and services. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.5 F. The commercial general land use designation is intended to include the hub of retail sales and services within the downtown business district as well as highly accessible areas adjacent to major thoroughfares and transit facilities that possess necessary location, site and market requirements. This future land use designation shall be implemented through the City's Land Development Code.

This area is not intended to accommodate manufacturing, processing or assembly of goods, sales and service of heavy commercial vehicle and equipment or related services or maintenance activities, warehousing, uses requiring extensive outside storage or other activities which may generate nuisance impacts including glare, smoke or other air pollutants, noise, vibration or major fire hazards.

Criteria for considering residential uses in areas with a commercial general designation shall be outlined in the land development code. Short term rental and time-share dwellings are considered residential uses.

OBJECTIVE 124: Industrial Land Use Designation

The Future Land Use Map shall maintain land resources for existing and anticipated future industrial needs and requisite support services and shall not be located in areas designated for residential development.

POLICY 124.1: Industrial Land Use Designation

The allocation of land use designations should provide a high priority to industry's frequent need for strategically located lands which are accessible by air, rail, and/or transportation thoroughfares, as well as labor markets and necessary urban services. The industrial land use designations are intended to provide strategically located sites principally within the airport environs, adjacent to the Sunrail tracks in areas where industrial development already exists, developing areas along John Young Parkway and Thacker Avenue north of Carroll Street, and within newly annexed areas suitable for industrial development due to consistency with the objectives and policies of this element.

POLICY 124.2: Airport Expansion Land Use Designation

The Airport Expansion Land Use Designation is intended to accommodate activities predominantly connected with typical industrial uses, low intensity commercial uses, and supporting non-industrial uses and activities related to the issuance of state and airport development and redevelopment projects within this future land use designation. It shall be built with an intensity of up to 0.50 FPM. This designation shall continue to be applied to all lands comprising the issuance of state and airport and to nearby areas appropriate for industrial uses.

The land development code shall continue to establish the permitted uses and applicable restrictions which shall be applied to areas with the Airport Industrial Expansion Land Use Designation. The issuance of state and airport Master Plan and the FPM regulations shall govern placement and specifications of structures where applicable.

POLICY 124.3: Industrial Business Land Use Designation

The Industrial Business Land Use Designation is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation shall be built with an intensity of up to 0.50 FPM. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and

compatible commercial uses. The land development code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.

OBJECTIVE 12.5: IMPROVE AIRPORT OPERATIONS

The Future Land Use Map shall allocate land resources for the safe and efficient operation of aircraft and aviation-related activities and industry on airport lands. The City shall ensure that resources are appropriately allocated through the City's aviation regulations and development code and land use management policies and other activities.

POLICY 12.5.1: IT IS THE POLICY OF THE CITY

The City's land use policy shall foster use of existing airport lands in a manner that contributes to the development of the City's economic base through selective pursuit of industry consistent with this chapter and Chapter 10: Economic Development.

POLICY 12.5.2: THE CITY OPERATIONS OF AIRPORTS

The City shall assure safe operation of aircraft through:

- Efficient use of air space in relation to the existing airport and surrounding airports and airspace.
- Maintenance and improvement of the aircraft operational ground environment.
- Maintaining the Future Adopted Master Plan for the existing airport.

POLICY 12.5.3: COMPATIBILITY WITH THE ENVIRONMENT

The City shall ensure compatible land uses and development activities within the designated flight paths and noise contours identified in the existing airport Master Plan activities include:

- Implementation of land development regulations pertaining to the airport that protects operationally sensitive areas and reduces noise impact near the airport.
- Preserving the ecologically unique areas on airport property.
- Encouraging aviation activities compatible with nearby neighborhood and community needs and characteristics and
- Supporting changes in land use designations on parcels near the airport only if they are compatible with aviation activities.

Policy 12.5.4: Financial Independence of the Airport

The City shall promote continued financial independence of the Mississauga Airport through:

- Preparing periodic updates to the Mississauga Airport Master Plan in order to adapt the land resources within the constraints imposed by changing conditions, markets for land, goods and services and constraints imposed by other goals, objectives and policies of the City
- Development of a long-range capital improvement program consistent with financial capacity
- Development of an operations and maintenance program compatible with financial resources

Objective 12.6: Institutional Land Use

The Future Land Use shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

Policy 12.6.1: Institutional Land Use

The Institutional Land use designation is intended to accommodate existing public and semi-public services including: governmental administration buildings, educational institutions, hospital facilities and supportive health care units, arts and cultural or civic facilities, essential public services and facilities including water utilities and other similar activities. Development and redevelopment projects within this future land use designation shall be built with an intensity of up to 20 FPM. The Land Use Code shall include specific development considerations for this future land use designation.

Land uses such as places of worship, cultural or civic centers and other similar public or private not-for-profit uses shall be included within this land use designation.

Policy 12.6.2: Public School

Public schools (nursery through high school) are considered an allowable use in areas with the following future land use designations: institutional Land Use, single family low density residential (F-1), single family medium density residential (F-2), multiple family medium density residential (F-3), multiple family high density residential (F-4), office-residential (O), commercial general (C), industrial business (I) and

land-use categories shall be subject to and be developed under restrictions in the land-use categories.

OBJECTIVE 12.7: UTILITIES AND FUTURE LAND USE DESIGNATION

The Future Land Use shall maintain land resources for essential utilities required to support urban development. These lands shall satisfy the unique location requirements of the respective essential service systems.

POLICY 12.7.1: UTILITIES AND FUTURE LAND USE DESIGNATION

The utility land use designation is intended to accommodate necessary public or semi-public utility plant operations and related facilities required to service urban development. Development and redevelopment projects within this future land use designation shall be built with an intensity of up to 0.75 FPM. Plants and facilities for which this designation is reserved include: potable water treatment plants, pumping facilities and water wells, wastewater treatment plants and lift stations, and the Mississippi Electric Authority electric power generating plant facilities.

POLICY 12.7.2: UTILITIES AND FUTURE LAND USE DESIGNATION

The city shall permit the siting of electrical distribution substations in all future land use categories except conservation. Provided all related development standards contained in the land development code are followed.

OBJECTIVE 12.8: RECREATION AND CONSERVATION DESIGNATIONS

The recreation and conservation designations have been established to direct the preservation of public open spaces and recreation areas including golf courses, parks, recreation areas, as well as environmentally sensitive areas such as the Tohopealiga henge, riparian, flood, and public natural systems. The city has committed to retain, preserve and/or conserve as essential systems, excepting approved limited/passive uses as established in the land development regulations.

POLICY 12.8.1: RECREATION AND CONSERVATION DESIGNATIONS

Land designated for recreation shall be consistent with the recreation and Open Space Element as well as the conservation element as applicable. Projects within this future land use designation shall be built to a maximum intensity of 0.2 FPM. Designation of areas for recreation shall reflect actions taken to implement the goals, objectives and policies of the recreation and Open Space Element and/or the land use element.

POLICY 12.8.2: CONSERVATION AND PROTECTION OF OPEN SPACE

Lands designated for conservation and protection are those lands that, because of their environmental quality or sensitivity, are intended for protection and are not intended for development activities and therefore have no allowable FDOT. These lands shall include wetlands, wildlife habitats, and/or watershed protection areas.

The conservation designation shall be applied to portions of major natural resource areas and environmentally sensitive corridors which the city deems appropriate and feasible to protect in order to help implement natural resource conservation goals, objectives, and policies stipulated in the Comprehensive Plan. The designation shall be primarily assigned to public-owned and restricted privately-owned properties.

Where the designation is applied, the city shall adopt appropriate programs, policies, and/or ordinances for managing implementation of the Comprehensive Plan policies applicable to the designation.

OBJECTIVE 12.9: IMPROVE AND PROTECT OPEN SPACE

The city shall promote land use concepts that allow for a mix of compatible uses within specifically identified areas in order to enhance the pedestrian-oriented urban design and site design characteristics of the city's infill and redevelopment vision. This connection of residential and non-residential uses shall place origins and destinations more closely together to create a more compact and walkable urban environment.

POLICY 12.9.1: APPLICATION OF IMPROVED-FUTURE LAND USE CATEGORIES

The city shall consider the application of improved-use future land use categories in districts, areas, or neighborhoods so as to create more livable and pedestrian-oriented urban spaces.

POLICY 12.9.2: IMPROVED-USE FUTURE LAND USE CATEGORIES

The intent of the downtown core unit redevelopment area is to restore the historic center of Kissimmee. The core unit redevelopment agency's *Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012)* provides for development and redevelopment plans in that core area. The downtown improved-use designation on the Future Land Use map is intended to mirror the sub-areas outlined in the *Strategic Investment Map* in the *Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012)*. The downtown area is an activity hub anchored by government centers, retail and business districts, and quiet residential streets with restored structures. The city shall apply improved-use future land use categories to the downtown in sub-areas to achieve a greater specificity of redevelopment character.

co~~o~~nsurate ~~o~~ith the ado~~o~~ted *Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012)*.

- ~~o~~-~~o~~: ~~o~~ ~~o~~nsit~~o~~ ~~o~~esidential ~~o~~ This sub-area is ~~o~~ri~~o~~aril~~o~~ residential in character~~o~~ and is generall~~o~~ intended to re~~o~~ain so~~o~~ The ~~o~~i~~o~~ of uses in this sub-area shall be 85-95 ~~o~~ercent residential~~o~~ and 5-15 ~~o~~ercent non-residential~~o~~ ~~o~~ith a ~~o~~a~~o~~i~~o~~u~~o~~ ~~o~~ro~~o~~ect densit~~o~~ and intensit~~o~~ of u~~o~~ to 20 du/ac and u~~o~~ to 3.0 F~~o~~ ~~o~~stablished and stable residential neighborhoods ~~o~~ithin this sub-area shall be retained and ~~o~~reser~~o~~ed to the ~~o~~a~~o~~i~~o~~u~~o~~ e~~o~~tent feasible~~o~~
- ~~o~~-~~o~~: ~~o~~oderate ~~o~~nsit~~o~~ ~~o~~esidential ~~o~~ This sub-area is ~~o~~ri~~o~~aril~~o~~ residential in character~~o~~ and is generall~~o~~ intended to re~~o~~ain so~~o~~ The ~~o~~i~~o~~ of uses in this sub-area shall be 80-95 ~~o~~ercent residential~~o~~ and 5-20 ~~o~~ercent non-residential~~o~~ ~~o~~ith a ~~o~~a~~o~~i~~o~~u~~o~~ ~~o~~ro~~o~~ect densit~~o~~ and intensit~~o~~ of u~~o~~ to 20 du/ac and u~~o~~ to 3.0 F~~o~~ ~~o~~stablished and stable residential neighborhoods ~~o~~ithin this sub-area shall be retained and ~~o~~reser~~o~~ed to the ~~o~~a~~o~~i~~o~~u~~o~~ e~~o~~tent feasible~~o~~
- ~~o~~-~~o~~: ~~o~~o~~o~~nto~~o~~n Transit ~~o~~tation ~~o~~rea ~~o~~ This sub-area shall continue to reflect both the co~~o~~ ~~o~~ercial core and e~~o~~isting go~~o~~ern~~o~~ental and su~~o~~ort business character~~o~~ ~~o~~hile also ~~o~~ro~~o~~iding residential uses~~o~~ The ~~o~~i~~o~~ of uses in this sub-area shall be 40-60 ~~o~~ercent residential~~o~~ and 40-60 ~~o~~ercent non-residential~~o~~ ~~o~~ith a ~~o~~a~~o~~i~~o~~u~~o~~ ~~o~~ro~~o~~ect densit~~o~~ and intensit~~o~~ of u~~o~~ to 40 du/ac and u~~o~~ to 7.0 F~~o~~
- ~~o~~-~~o~~: ~~o~~edical ~~o~~a~~o~~ ~~o~~us ~~o~~rea ~~o~~ This sub-area is centered on the hos~~o~~ital and ~~o~~edical uses area~~o~~ and shall include residential uses to ~~o~~ro~~o~~ide housing for area e~~o~~ ~~o~~o~~o~~ees~~o~~ The ~~o~~i~~o~~ of uses in this sub-area shall be 5-25 ~~o~~ercent residential~~o~~ and 75-95 ~~o~~ercent non-residential~~o~~ ~~o~~ith a ~~o~~a~~o~~i~~o~~u~~o~~ ~~o~~ro~~o~~ect densit~~o~~ and intensit~~o~~ of u~~o~~ to 40 du/ac and u~~o~~ to 6.0 F~~o~~
- ~~o~~-~~o~~: ~~o~~o~~o~~ ~~o~~ercial ~~o~~orridor ~~o~~ain ~~o~~treet ~~o~~rea ~~o~~ This sub-area ser~~o~~es as the ~~o~~ain entrance fro~~o~~ Vine ~~o~~treet to the do~~o~~nto~~o~~n~~o~~ and historic co~~o~~ ~~o~~ercial core~~o~~ The ~~o~~i~~o~~ of uses in this sub-area shall be 20-40 ~~o~~ercent residential~~o~~ and 60-80 ~~o~~ercent non-residential~~o~~ ~~o~~ith a ~~o~~a~~o~~i~~o~~u~~o~~ ~~o~~ro~~o~~ect densit~~o~~ and intensit~~o~~ of u~~o~~ to 30 du/ac and u~~o~~ to 4.0 F~~o~~
- ~~o~~-~~o~~: ~~o~~o~~o~~ ~~o~~ercial ~~o~~orridor Vine ~~o~~treet/~~o~~ohn ~~o~~oung Par~~o~~a~~o~~ ~~o~~d~~o~~acent ~~o~~rea ~~o~~ The sub-area ~~o~~i~~o~~ of uses shall be 0-15 ~~o~~ercent residential~~o~~ and 85-100 ~~o~~ercent non-residential~~o~~ ~~o~~ith a ~~o~~a~~o~~i~~o~~u~~o~~ ~~o~~ro~~o~~ect densit~~o~~ and intensit~~o~~ of u~~o~~ to 40 du/ac and u~~o~~ to 5.0 F~~o~~

- **12-9-3: Modern District Area** This sub-area consists predominantly of government offices, commercial uses, and some residential. The sub-area mix of uses shall be 5-15 percent residential and 85-95 percent non-residential with a maximum project density and intensity of up to 30 du/ac and up to 40 FPM.
- **12-9-4: Lake Toho Waterfront Area** This sub-area consists primarily of wetland habitat in the Oak Street Extension Preserve Area and is intended to remain so in conjunction with the existing low density residential uses and the Lake Toho Waterfront Park. The sub-area mix of uses shall be 5-15 percent residential and 85-95 percent non-residential with a maximum project density and intensity of 1 unit per 5 acres and up to 0.2 FPM.

POLICY 12-9-3: Vine Street Transit Oriented Development

The Vine Street Mixed-Use T-O-V is designated on the Future Land Use Map and is intended to transform existing strip-style high-density commercial development into a connected series of mixed-use urban scale neighborhoods and villages connected to downtown and other community focal points. This vision is predicated on implementing the city's adopted multimodal transportation strategy which for the Vine Street corridor promotes development agencies area promotes walking, biking, shorter auto trips, and the provision of various forms of transit. This vision is focused on several community design and economic development goals including:

- promote high density mixed-use urban-style development patterns that promote walkable, pedestrian-friendly public spaces
- diverse housing options, retail and light industrial/flex office space and professional offices
- enhanced mobility for pedestrians, bicyclists, automobiles, and transit riders through improved street network and multimodal connectivity
- strong urban design technique and streetscape features focused on the principles of placemaking and livability
- development pattern in support of premium transit service like bus rapid transit, bus circulators and connections to commuter rail through a strong mixture of land uses and densities, and
- series of cohesive, unique villages and neighborhoods transitioning to neighborhoods and districts adjacent to development instead of a linear, auto-dominated corridor

The □□-V future land use category shall occur within the designated Vine Street District and shall be composed of an overall mix of 50 percent residential uses and 50 percent non-residential uses. The maximum development density and intensity that shall be applied at the project level shall be 40 du/ac and up to 6.0 FPM and shall be implemented through the adopted Vine Street Community Redevelopment Agency Master Plan.

POLICY 12.94: MONITOR AND RECORD DEVELOPMENT WITHIN THE □□-V FUTURE LAND USE CATEGORY

The City shall monitor and record all development within the □□-V future land use category as well as within each subcategory of □□-□□ in order to track the use composition within each. The information within this database shall be compiled consistent with Policy 21.23 of the Transportation Element and shall inform decisions regarding development proposals that shall be inconsistent with the intended composition of residential and non-residential uses within each district.

Future Land Use Designation	Mix of Uses (Applied at Sub-Area Level)	Targeted Minimum Development Intensity (Applied at Sub-Area Level)	Projected Maximum Development Intensity (Applied at Sub-Area Level)	Maximum Development Intensity (Applied at Project Level)
Mixed-Use – Downtown (MU-D)				
□□-□: □□ Density Residential	85-95 percent residential 5-15 percent non-residential	6 du/acre 0.15 FPM	15 du/ac 1.5 FPM	□□ to 20 du/acre □□ to 3.0 FPM
□□-□: □oderate Density Residential	80-95 percent residential 5-20 percent non-residential	9 du/acre 0.15 FPM	15 du/ac 1.5 FPM	□□ to 20 du/acre □□ to 3.0 FPM
□□-□: □o□nt□□n Transit □ation □rea	40-60 percent residential 40-60 percent non-residential	6 du/ac 0.25 FPM	20 du/ac 2.5 FPM	□□ to 40 du/ac □□ to 7.0 FPM
□□-□: □edical □a□us □rea	5-25 percent residential 75-95 percent non-residential	9 du/acre 0.15 FPM	12 du/ac 3.0 FPM	□□ to 40 du/acre □□ to 6.0 FPM
□□-□: □o□□ercial □orridor □ain □treet	20-40 percent residential 60-80 percent non-residential	0 du/acre 0.5 FPM	12 du/ac 2.0 FPM	□□ to 30 du/acre □□ to 4.0 FPM
□□-□: □o□□ercial □orridor Vine □treet/□ohn □oung Par□a□□□acent	0-15 percent residential 85-100 percent non-residential	0 du/acre 0.5 FPM	12 du/ac 2.0 FPM	□□ to 40 du/acre □□ to 5.0 FPM
□□-□: □o□ern□ent □istrict	5-15 percent residential 85-95 percent non-residential	0 du/acre 0.5 FPM	12 du/ac 2.0 FPM	□□ to 30 du/ac □□ to 4.0 FPM

Future Land Use Designation	Mix of Uses (Applied at Sub-Area Level)	Targeted Minimum Development Intensity (Applied at Sub-Area Level)	Projected Maximum Development Intensity (Applied at Sub-Area Level)	Maximum Development Intensity (Applied at Project Level)
Office: Office Toho	5-15 percent residential	0 du/acre	1 unit/10 ac	1 unit/5 acre
Waterfront Area	85-95 percent non-residential	0.0 FPM	0.1 FPM	0.2 to 0.2 FPM
Mixed-Use – Vine Street (MU-V)				
MU-V	50 percent residential	6 du/ac	9 du/ac	0.2 to 40 du/acre
	50 percent non-residential	1.25 FPM	2.0 FPM	0.2 to 6.0 FPM

The percentages above shall be applied on a district-wide or sub-area-wide basis. The non-residential percentages of the districts and sub-areas shall include plazas and other urban-style open spaces, natural open spaces required as part of the land development code and stormwater facilities such as ponds but shall not include transportation rights-of-way.

The development densities and intensities are based on FPM calculation methods for residential density and non-residential intensity identified in Policy 12.2.1. The minimum development intensities by district or sub-area ensure a minimum threshold of development to support the city's connected transit- and pedestrian-oriented vision of mixed-use centers and corridors. Intensity calculations shall include all uses, residential and non-residential when determining FPM.

OBJECTIVE 12.10: Increase the Potential for Mixed-Use Development

The city shall continue to promote innovative development concepts including mixed-use developments guided by a single development master plan.

POLICY 12.10.1: Increase the Flexibility of Land Use Designation

In the interest of maintaining the flexibility to change the allocation of uses within a development in response to changes in market demand and other conditions and to support infill or redevelopment the mixed-use land use designation shall provide development flexibility and a mix of land uses within a Planned Unit Development (PUD) district. The zoning amendment application shall be approved within one year of the approval of the land use designation.

In order to utilize the land use designation, a parcel or development site must meet any of the following criteria:

1. It must be assigned an approved P zoning district.
2. It must be a proposed development planned to have P zoning, and in this case the P zoning may be adopted concurrently with the land use designation or the P zoning can be adopted later.

In any case, the P zoning must be adopted within one year of the effective date of the ordinance adopting the land use designation for the project. The adopting ordinance shall indicate that the designation will not be effective until the effective date of the P zoning district for the project. If P zoning is not adopted for the proposed development within one year of the effective date of the ordinance adopting the land use designation, the city shall initiate amendments to the Comprehensive Plan using the process identified in Chapter 163 of the Florida Statutes to re-evaluate the land use designation for the project to its prior future land use designation and could delete the policy in Objective 12.10 that specifies the approved uses and other characteristics of the development. The land development code may provide for one month extension of this deadline.

3. It must be assigned to a parcel or to a development site not already designated a F or F-V future land use designation, but may be applied to any size parcel large enough to accommodate more than one type of use in a manner consistent with surrounding land uses and development patterns.

In either case, the approved or proposed uses, residential densities, and non-residential development intensities must be compatible with existing and anticipated future land uses surrounding the proposed development, according to the policies of the Future Land Use Element. In no case shall the density of the residential portion of the development exceed 40 units per acre or the maximum intensity including the residential portion of the development exceed 60 FPM.

Both a Future Land Use amendment and a comprehensive plan text amendment shall be required to establish a land use designation. If the proposed comprehensive plan amendments are adopted, the Future Land Use may be amended to show a future land use designation for the area subject to the amendment. Also, a new policy shall be added to the Future Land Use Element under Objective 12.10: Mixed-Uses and Planned Developments. The new policy shall provide a general description of the development and a listing of approved uses. The policy shall also specify the number of approved residential units, lot size, and the number of acres approved for each non-residential use in the development, including maximum allowable impervious surface coverage. That new policy shall regulate the use of land on the parcel or development.

site with the land development code and any specific ordinances, agreements and plans.

Once a land use designation has been established for an area, any future change to the development plan that changes the approved uses and/or increases the densities or intensities of the approved uses shall require a comprehensive plan amendment. Any other future change to the development plan that would cause public facilities impacts greater than the impacts anticipated when the land use designation was established shall also require a comprehensive plan amendment.

~~POD 12.10.2: Forested-Bottomland-FB Zoning~~

~~This ordinance establishes a forested-use land use designation for the project described in 99-157. The development consists of 128.29 acres of land, 24.74 acres of which are wetlands. The project will be developed with a multiple family residential to which project with an ancillary neighborhood commercial center. Development of the project will adhere to the following policies:~~

- ~~1. A minimum number of 600 attached multiple family to which units will be built on the subject project resulting in a minimum average of 5.79 dwelling units per acre density on the entire site.~~
- ~~1. There are 24.74 acres of wetlands on the subject project that will be preserved.~~
- ~~2. There will be an ancillary neighborhood commercial site up to 26.37 acres in size adjacent to Poinciana Boulevard at the intersection of the main entrance to the development. The commercial project will provide commercial uses that are consistent with those allowed by B-2 neighborhood commercial zoning.~~
- ~~3. Consistent with the intent of Kissimmee Planned Development regulations up to 50% of the area of the ancillary neighborhood commercial site could be used for multiple family housing.~~
- ~~4. The minimum amount of impervious surface area will be 80% of the total land acreage which is 102.61 acres of land.~~
- ~~5. Anything that is not specified in this ordinance shall be governed by the intent of Kissimmee land development code and the comprehensive Plan.~~

~~POD 12.10.3: Township Forested-Bottomland-T Zoning~~

~~This ordinance establishes a forested-use land use designation for the Tastr Planned Unit Development. The Tastr project consists of approximately 567.96 acres.~~

approximately 40.97 acres of which are wetlands. The project will be developed for mixed-use purposes which may include residential uses (such as single-family detached, single-family attached, condominium, short-term rental, multi-family or age restricted housing uses), commercial uses or parks and recreational uses. The site is bisected by Carroll Street and generally bordered by Hingle Street to the west and by Ler Boulevard and Thacker Avenue to the east. The development of the Taster project will adhere to the following policies:

1. The maximum of 2,910 residential units will be built upon the project consisting of single-family detached/single-family attached/condominium/short-term rental/ multi-family or age-restricted units resulting in a maximum average of approximately 552 dwelling units per acre density on the entire site if all such residential units are developed.
2. The maximum of six (60) acres of the project may be developed for commercial uses but such commercial uses shall not exceed six hundred thousand (600,000) square feet. Such commercial acreage may be located on the south side of Carroll Street near either or both of the intersections of Carroll Street and Thacker Avenue or Carroll Street and Ler Boulevard and may include acreage located west of the Ler Boulevard extension north of Donegan Avenue and southeast of Carroll Street. The commercial project will provide for commercial uses that are consistent with those listed in the Plan. The commercial project will serve the daily needs of the properties within the Taster development and the surrounding communities. The maximum allowable impervious surface area of all project used for commercial purposes shall be 80%.
3. The minimum of 40.97 acres of the project will be reserved as wetlands.
4. Anything that is not specified in this policy shall be governed by the City of Mississauga Comprehensive Plan and the Land Development Code.

POLICY 12.10.4: Flora Ridge Development

This policy establishes a mixed-use designation for the Flora Ridge Development (Flora Ridge). The Flora Ridge project consists of 1134 +/- acres. Approximately 70 +/- acres are wetlands. The project will be developed for mixed-use purposes which may include residential uses (single-family detached, single family attached, multiple family), commercial uses (retail, office and hotel), industrial, park, public school facilities and wetland preservation. The project shall provide the following:

1. The maximum 1,532,870 gross square feet of retail space.

2. The allocation of 760,000 gross square feet of office space.
3. The allocation of 420,000 gross square feet of industrial/business space.
4. The allocation of 675 hotel rooms.
5. The allocation of 1,574 single-family units.
6. The allocation of 2,525 multi-family units.
7. The allocation allowable impervious surface area of all property used for non-residential purposes shall be 80%.
8. Approximately 29 acres shall be provided for a school.
9. Approximately 70 acres of wetlands will be preserved.
10. Approximately 75 acres will remain in open space.
11. Nothing that is not specified in this policy shall be governed by the City of Mississauga and Development Code and the Comprehensive Plan.

OBJECTIVE 12.11: Pedestrian-Oriented Transit Potential in the Transit

The City shall require a mix of land uses with densities and intensities necessary to support a pedestrian-oriented urban landscape and which is intended to promote and support the use of multi-modal modes of transportation particularly within the City's multi-modal Transit District.

POLICY 12.11.1: Pedestrian-Oriented Transit Potential in Pedestrian-Oriented Transit Potential

The multi-modal Transit District shall be displayed on the Future Land Use Map but shall not affect underlying future land use categories within the City's future development in the central transit areas within a mile of the Vine Street centerline and within a one-mile radius of the Mississauga Intermodal Center shall have densities and intensities to support transit-oriented development. These shall be consistent with the underlying B-V and B-V mixed-use future land use categories.

POLICY 12.11.2: Mix of Land Uses in Pedestrian-Oriented Transit Potential

In order to provide a balance of complementary land uses, the following mix of uses shall serve as a guideline for future development within the City's Future development shall either consist of mixed-uses on-site or a single use that is complementary to and directly connected to uses within a one-mile radius. Mixed-uses shall consist of residential, retail,

office, educational, recreational, civic, and cultural uses. These standards shall be applied in additional areas beyond those specified in this policy where transit service is provided or planned and mixed-use, transit-oriented development will be appropriately consistent with adjacent existing uses.

The land use type indicated in each row of the table should comprise a percentage greater than the minimum and less than the maximum for the total land in the TDD.

Use	Minimum	Maximum
Residential	20%	50%
Commercial Retail	10%	30%
Commercial Office	0%	30%
Civic	5%	20%
Educational	0%	15%

POLICY 12113: BOSTON HARBOR TOWNSHIP IS ANTI-OCCUPATION POTENTIAL TOWNSHIP

In accordance with Objective 116 of this element and Chapter 2: Transportation element, the city shall ensure development and redevelopment within the Multimodal Transportation District adhere to the standards established for pedestrian-oriented building and site design, which shall be implemented through the land development code.

OBJECTIVE 1212: OPTIMIZE EVALUATION OF FUTURE LAND USE POTENTIAL EFFECTIVENESS

The city shall use the following policies as criteria in evaluating the effectiveness of the Future Land Use element and Future Land Use map.

POLICY 12121: MONITOR THE IMPACT OF HARBOR LAND TOWNSHIP ON THE CITY

Trends in the magnitude, distribution and characteristics of the city's population and land uses shall serve as indicators of possible changes in land use needs. The implications of changing trends in land use characteristics shall be evaluated on a continuing basis, and use policy shall be refined as needed in order to remain responsive to evolving problems and issues.

POLICY 12122: HARBOR BOSTON IMPACT PROJECTIONS ACTIVITIES

The timing, scheduling, programing, budgeting and implementation of programmed land use activities identified in the Future Land Use element shall be evidence of the

its effectiveness in achieving a systematic program for implementing adopted land use goals, objectives and policies.

PO 12123: COOPERATION WITH PUBLIC AND PRIVATE TO

While implementing and evaluating the Future Land Use Element, the City shall maintain a process of intergovernmental coordination as well as coordination with private sector groups interested in land use policy and programs. The effectiveness of this approach shall be evaluated by the success of coordination mechanisms in resolving land use problems and issues.

PO 12124: HIGHLY EFFECTIVE PROTECTION OF OPEN SPACE OBJECTIVES AND POLICIES

The effectiveness of the Future Land Use Element shall be measured by the City's success in achieving land use goals, objectives and policies. This process shall include continuing citizen participation.

MAPS

Existing Land Use

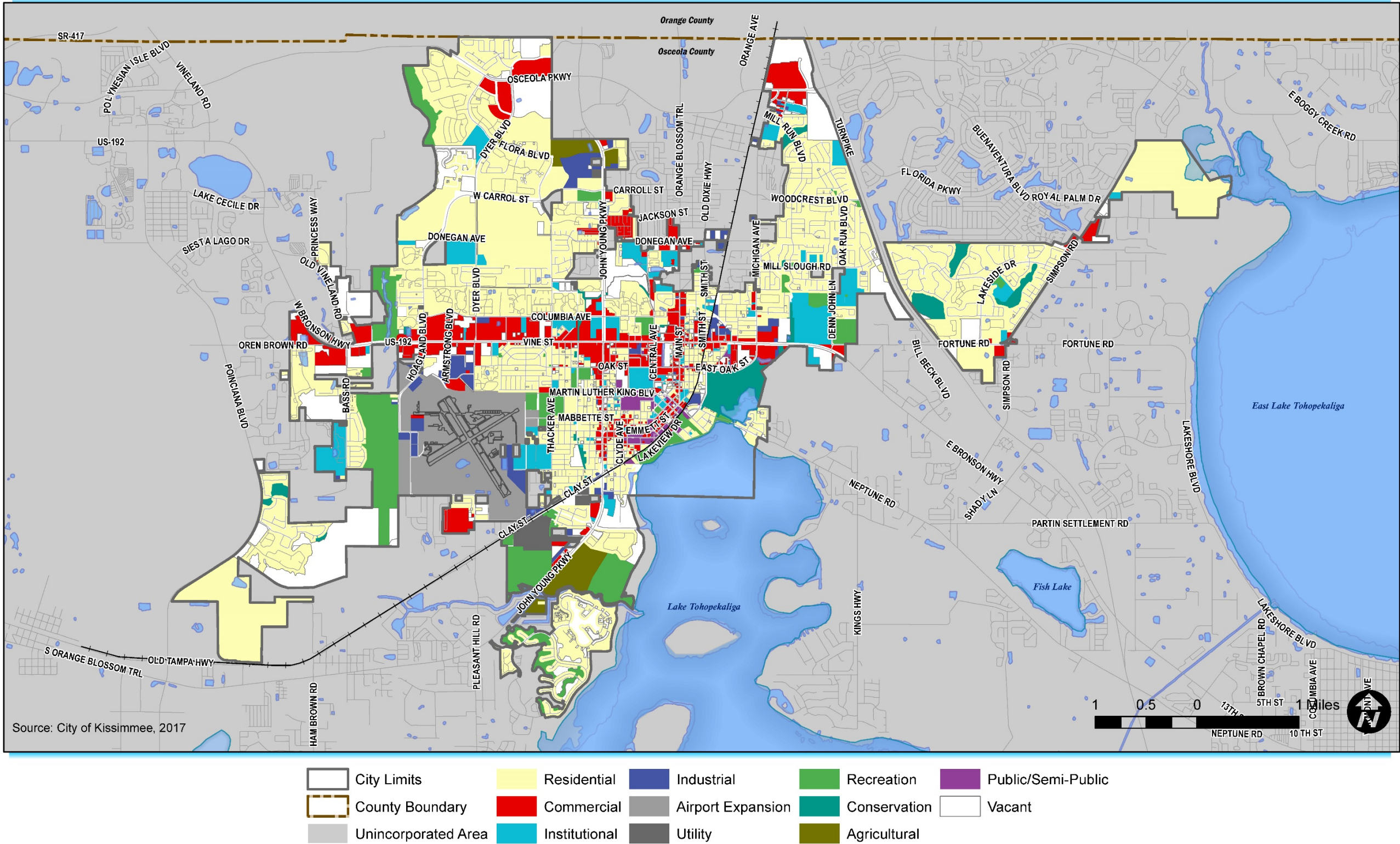
2040 Future Land Use

2040 Major District Boundaries

Historic District and Structures

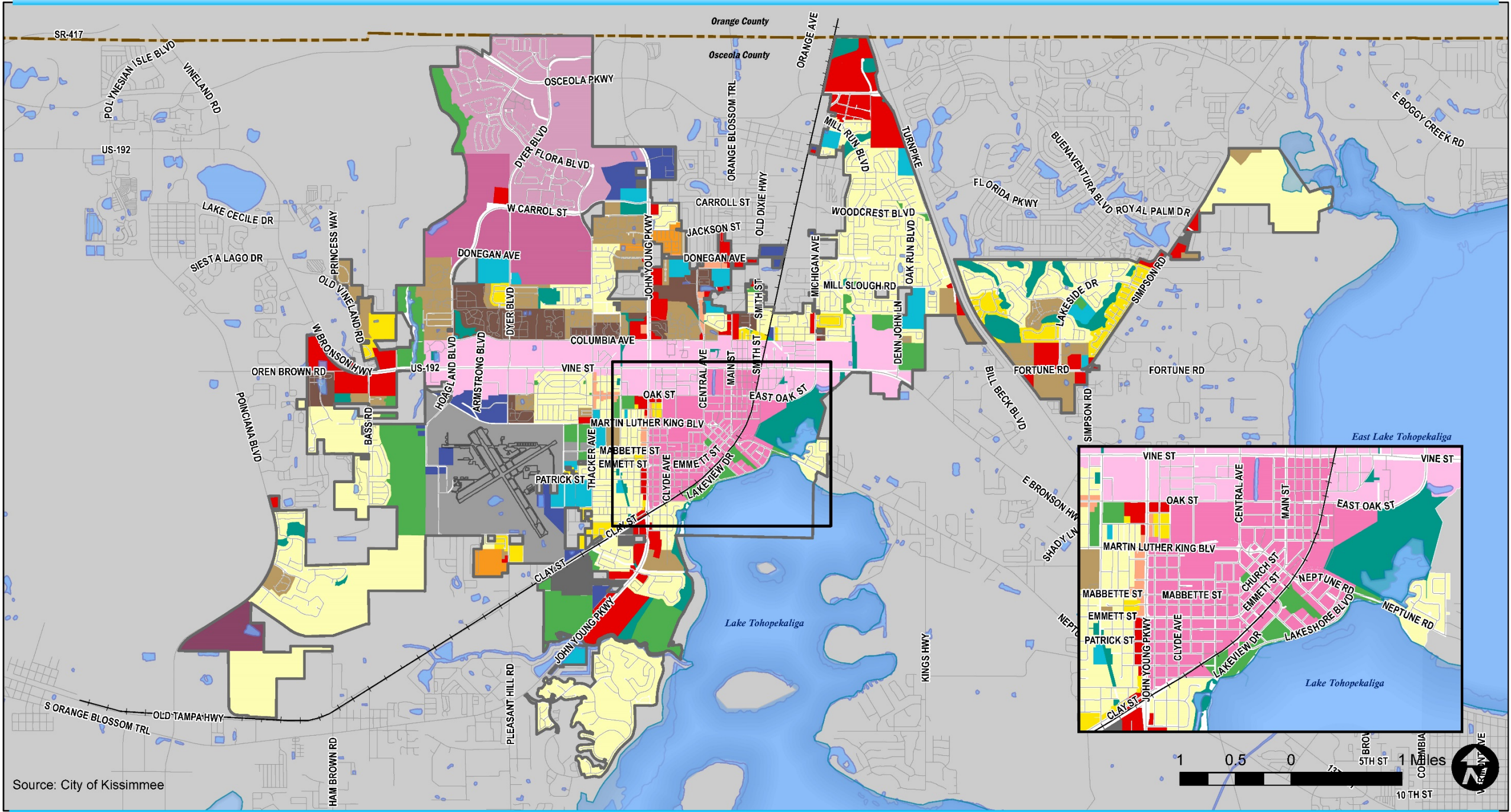
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Figure 1-1: Existing Land Use



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Figure 1-2: 2040 Future Land Use

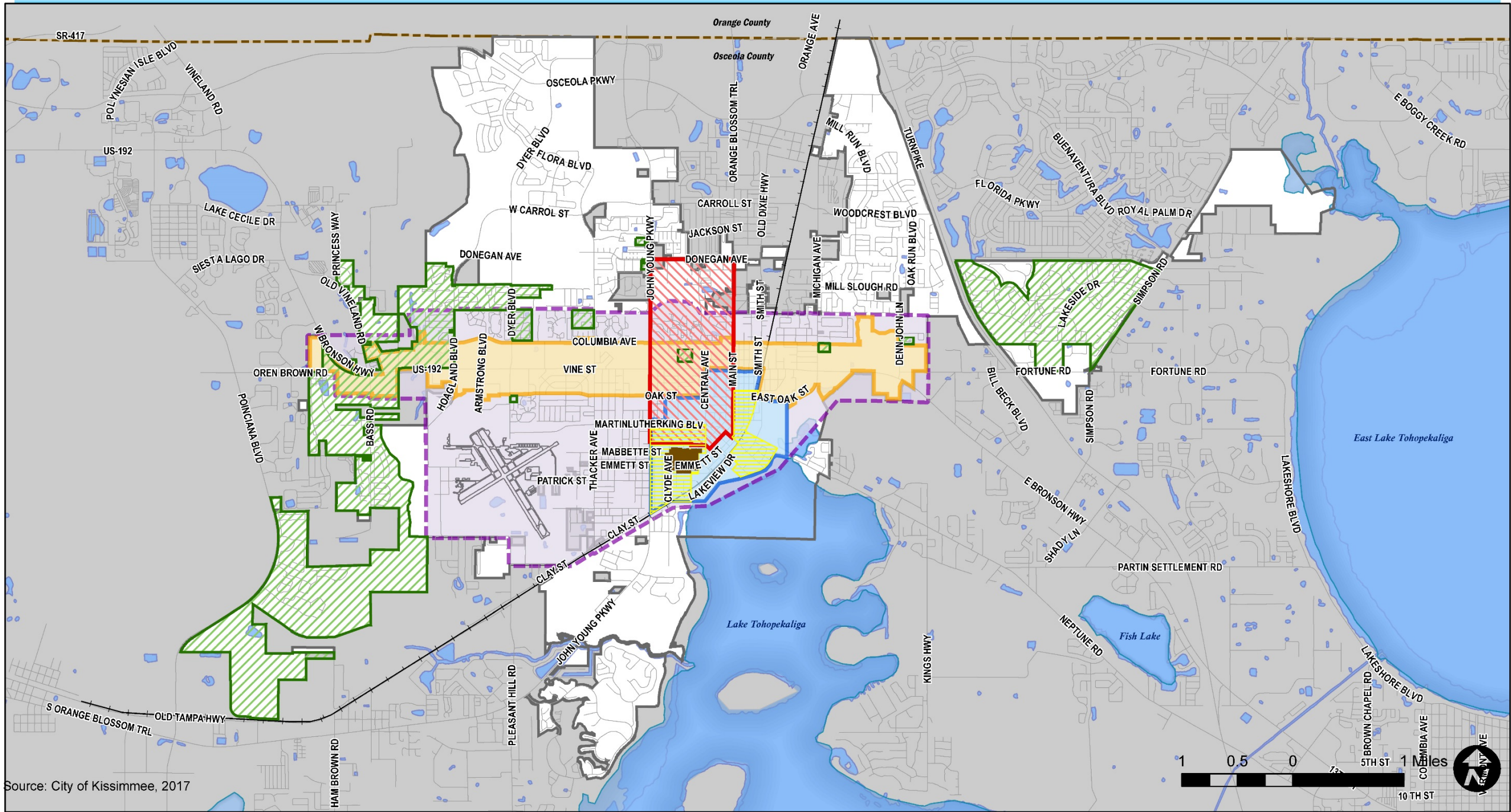


- | | | | | |
|---------------------|---|---------------------|--------------------------|---------------------|
| City Limits | SF-LDR (Single Family Low Density Residential) | MU-D (Downtown) | OR (Office Residential) | UT (Utilities) |
| County Boundary | SF-MDR (Single Family Medium Density Residential) | MU-V (Vine Street) | CG (Commercial General) | CONS (Conservation) |
| Unincorporated Area | MH-MDR (Mobile Home Medium Density Residential) | MU-FR (Flora Ridge) | INST (Institutional) | REC (Recreation) |
| | MF-MDR (Multiple Family Medium Density Residential) | MU-T (Tapestry) | IN (Industrial Business) | |
| | MF-HDR (Multiple Family High Density Residential) | MU-FB (Frank Brown) | AE (Airport Expansion) | |



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Figure 1-3: 2040 Major District Boundaries

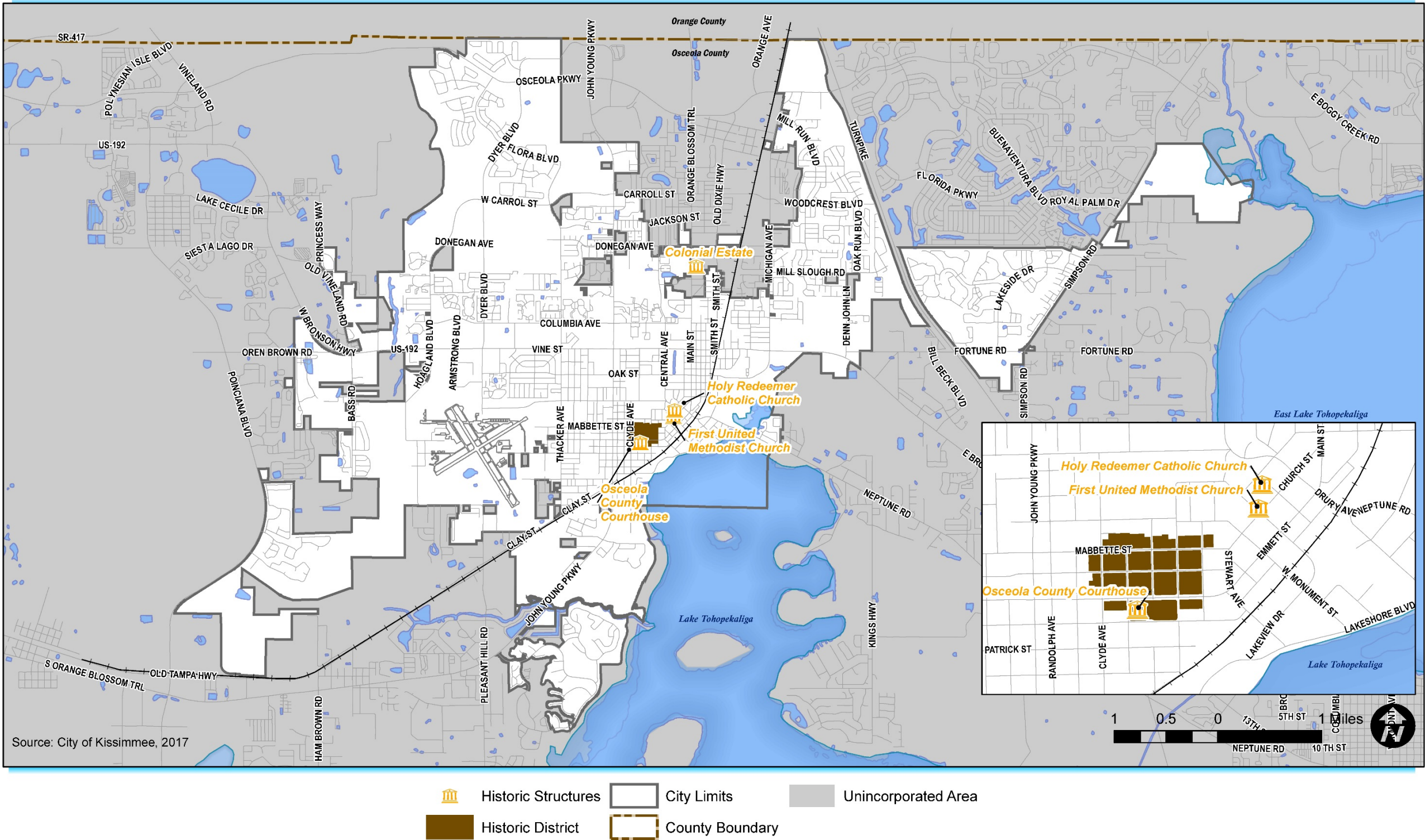


- | | | |
|------------------------------------|---|---------------------|
| Historic District | Downtown Community Redevelopment Area (CRA) | City Limits |
| Medical Arts District | Vine Street Community Redevelopment Area (CRA) | County Boundary |
| Short Term Rental Overlay | Downtown Community Redevelopment Area Bed and Breakfast Overlay | Unincorporated Area |
| Multimodal Transportation District | | |



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Figure 1-4: Historic District and Structures



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Kissimmee 2040 Comprehensive Plan

Transportation Goals, Objectives, and Policies

prepared for

City of Kissimmee

prepared by

Cambridge Systematics, Inc.
2101 West Commercial Boulevard Suite 3200
Fort Lauderdale, FL 33309

date

**Adopted November 20, 2018; DRC#18-057; DEO#18-1ER
Amended [to be filled in at a later date]**

Cover photo source: City of Kissimmee Public Information Office

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EXECUTIVE SUMMARY

INTRODUCTION

The City of Kissimmee desires to implement a Transportation Plan that will enhance economic opportunity through greater accessibility and add to the City's quality of life and uniqueness for both residents and visitors alike. While once focused primarily on serving the needs of the automobile, the City has shifted its approach of thinking about transportation and land use by adopting a multi-modal Transportation District covering a portion of the City in 2008. This approach addresses future transportation through development of a connected multi-modal transportation network as an efficient way to increase mobility and accessibility while also lining economic development, quality of life and preservation of the natural environment.

There are several overlapping regulatory boundaries of the multi-modal Transportation District: the Vine Street Community Development Area, the Downtown Community Development District, the City of Kissimmee, and the Vine Street Overlay District. Each of which has their own distinct set of strategies to support desired

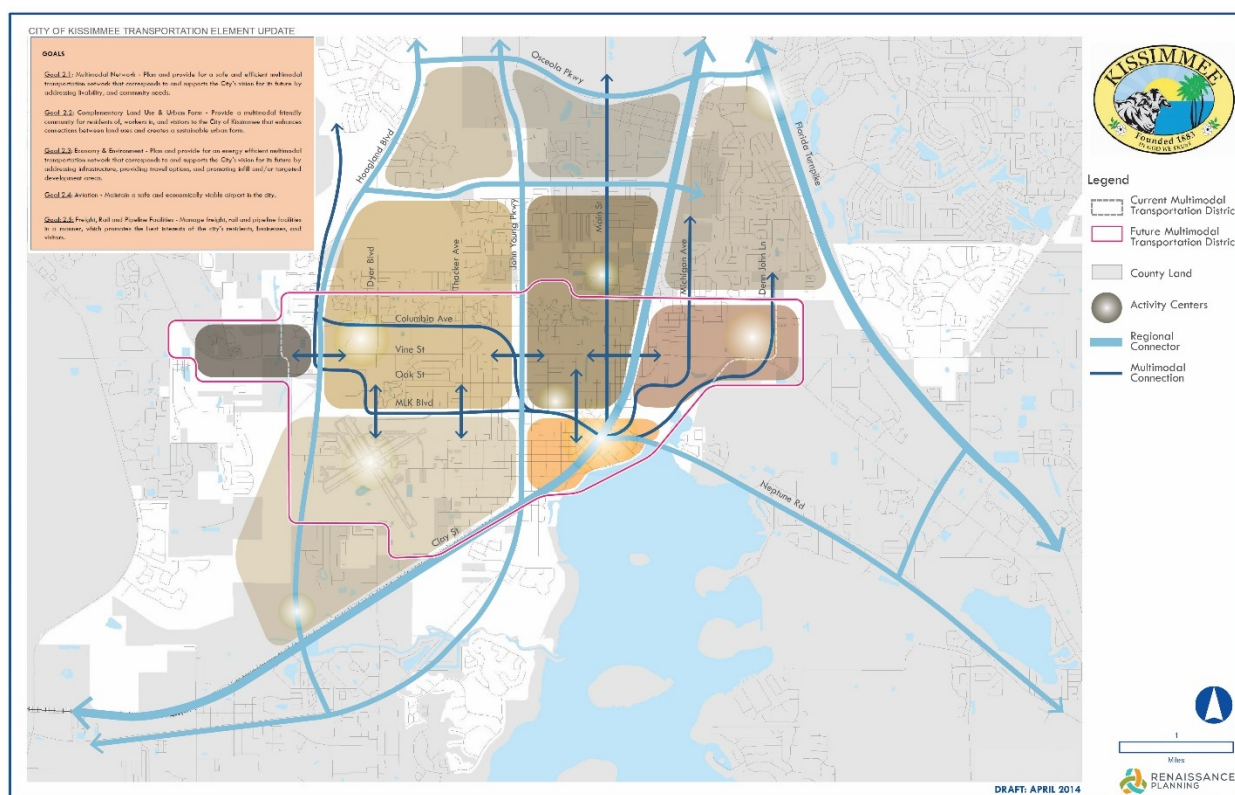
development and create better accessibility and mobility. The updated Transportation Plan extends these same multi-modal strategies and road technologies citywide to better connect people who live or work in the City of Kissimmee. One of the ways the City will be able to create complete streets or streets that accommodate the needs of all users is by preserving right-of-way along key transportation corridors throughout the City and while the City recognizes that all modes should be accommodated to some degree, there are distinct areas within the City that are more appropriate for different mode types based on the surrounding area context.



THE VISION

The strategic vision for the City of Kissimmee is to extend the multimodal goals and objectives identified to create and maintain an economically healthy and energy efficient multimodal transportation network. This Transportation Element seeks to link the City's eight activity centers through a combination of regional and multimodal connections. The expansion of multimodal transportation strategies identified creates the opportunity to develop complete streets criteria to address various design considerations when accommodating multiple modes of transportation based on the surrounding area's context and anticipated future development patterns over the next 25 years.

Figure 2-1: Kissimmee Transportation Vision



The Transportation Element incorporates a mobility framework and corresponding streetscape plan that define a hierarchy of street networks reflecting functional transportation needs such as regional mobility or local tripping and built environment. This hierarchy of streets further orient each street towards either motorized or non-motorized mobility. The two are not mutually exclusive but there are specific strategies and cross sections that respond to the prioritized modes by defining the target speed, signing the side effects, adding transit treatments, modifying lane widths, and improving signage and lighting.

street technologies reflecting that hierarchy include:

- streets with high regional auto and truck mobility
- streets with local auto and truck mobility
- high multi-modal accessibility and
- streets with high local accessibility

 From this point forward all new roadways will be classified at time of dedication

GOALS, OBJECTIVES, AND POLICIES

The City's Transportation Element Goals,

Objectives and Policies were revised to

expand the multi-modal transportation

approach within the City. By defining goals and

measurable objectives and linking those with

the economic development strategies and multi-modal performance measures, the City will be

able to monitor and enhance the quality of service for the various mode types including walking, biking, riding transit and driving.



The revised Goals, Objectives and Policies include some key changes including placing more emphasis on complete, entailed land use and urban form as well as the relationship between

transportation, economic and energy. The City of Ocala's Comprehensive Plan establishes

the linkage between land use and transit as well as policies that support mixed-use land uses

and the supporting of different density thresholds where appropriate. However, the

Transportation Element expands upon the connections between transportation, economic and

energy by emphasizing the link between land uses and transportation as well as the linkage

between housing and transportation. Additionally, the Transportation Element articulates the

importance of preserving mobility on streets for all mode types despite the primarily

auto-mobile-oriented nature of these types of streets.

The economic and environment section of the Transportation Element aims to plan and provide an energy-efficient multi-modal transportation network within the City. Objectives and Policies stress

incorporating green infrastructure when possible into site planning for multi-modal facilities and

promoting human-scale developments that encourage walking, biking and riding transit.

Additionally, the City is supporting a multi-modal environment by promoting infill and targeted

development areas in the City including the Ocala County/Sevilla County border area.

The road network and connectivity varies throughout the city. In areas such as downtown there are higher levels of connectivity due to the grid street patterns with small blocks. However, the city's more recently developed areas streets are less interconnected and often feature cul-de-sac street patterns that emphasize private over connectivity. The city's hierarchy of streets based on land use and modal emphasis as well as future right-of-way reservations throughout the city helps prioritize existing and future multimodal planning goals.

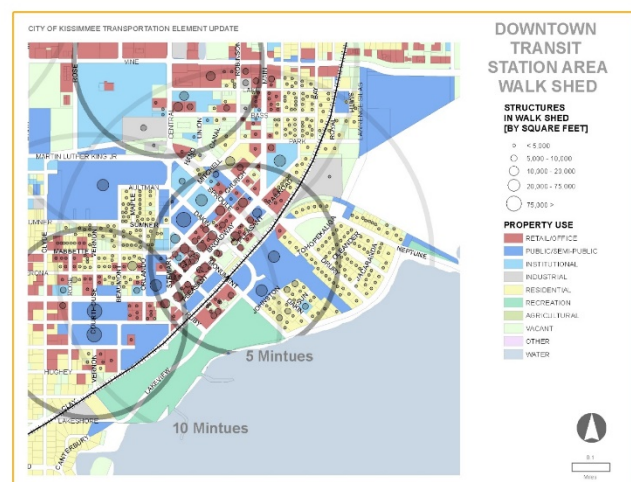
ACCESS MANAGEMENT PLAN

Access management is the control of vehicular ingress to and egress from the roadway and adjacent land development. The purpose of access management is to provide for orderly access and traffic flow while maintaining safety for all roadway users. The Transportation Element's Access Management Plan develops planning level recommendations for the implementation of access management techniques based upon the Florida Department of Transportation's (FDOT) Access Management Standards (Chapter 14-97 Florida Statutes). The City of Kissimmee has applied those standards to identify streets which are primarily auto-oriented but with multi-modal features to accommodate other modes, but the Chapter 14-97 rules apply to all city-maintained roadways. Access management strategy corridors and streets include:

- 192 Vine Street
- 441 Main Street/Orange Blossom Trail north of 192
- John Young Parkway
- Osceola Parkway
- Poinciana Boulevard

STATION AREA PARKING

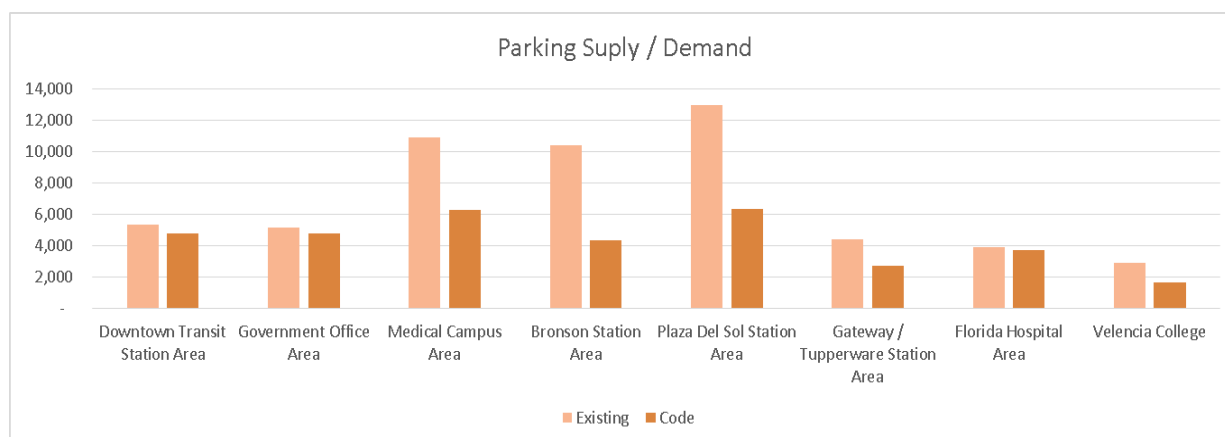
The Transportation Element update includes a review and analysis of existing parking supplies as well as future parking needs based on the land development code's part of the city's multi-modal approach to transportation. Eight locations that have transit station / stop areas associated with Future Sunrail expansion. Planned 192 Bus Rapid Transit (BRT) and/or the City of Kissimmee Circulator were evaluated to determine where there may be a potential need for additional parking. These station / stop area locations are:



- i Downtown Transit Station Area
- ii Government Office Area
- iii Medical Campus Area
- iv Bronson Station Area
- v Plaza Del Sol Station Area
- vi Gateways/Tupperware Station Area
- vii Florida Hospital Area
- viii Valencia College Area

Currently, the City has sufficient parking with the combination of both public and private parking to support the existing land uses in each of the Station / Auto areas. Additionally, the Downtown Sunrail Intermodal Station's planned public parking facilities will bring the existing parking spaces above future demand. However, the City is working towards creating Transit Oriented Development parking parameters in the Station / Auto areas that could greatly reduce the demand for parking. This could allow for the establishment of parking areas rather than mini-uses and further enhance the multi-modal objectives of the City.

Figure 2-2: Parking Supply/Demand



MOBILITY VISION

VISION STATEMENT

To develop and maintain a highly connected multi-modal network that provides mobility and accessibility for all users

GOALS

Goal 2.1: Multi-modal Network - Plan and provide for a safe and efficient multi-modal transportation network that corresponds to and supports the city's vision for its future by addressing liability and community needs

Goal 2.2: Multimodal Intermodal and Safe Urban Form - Provide a multi-modal friendly community for residents of workers in and visitors to the city of Issaquah that enhances connections between land uses and creates a sustainable urban form

Goal 2.3: Economic Environment - Plan and provide for an energy efficient multi-modal transportation network that corresponds to and supports the city's vision for its future by addressing infrastructure, providing travel options and promoting infill and/or targeted development areas

Goal 2.4: Aviation - Continue to maintain a safe and economically viable airport in the city

Goal 2.5: Freight Rail and Pipeline Facilities - Continue to manage freight rail and pipeline facilities in a manner which promotes the best interests of the city's residents, businesses and visitors

Vision

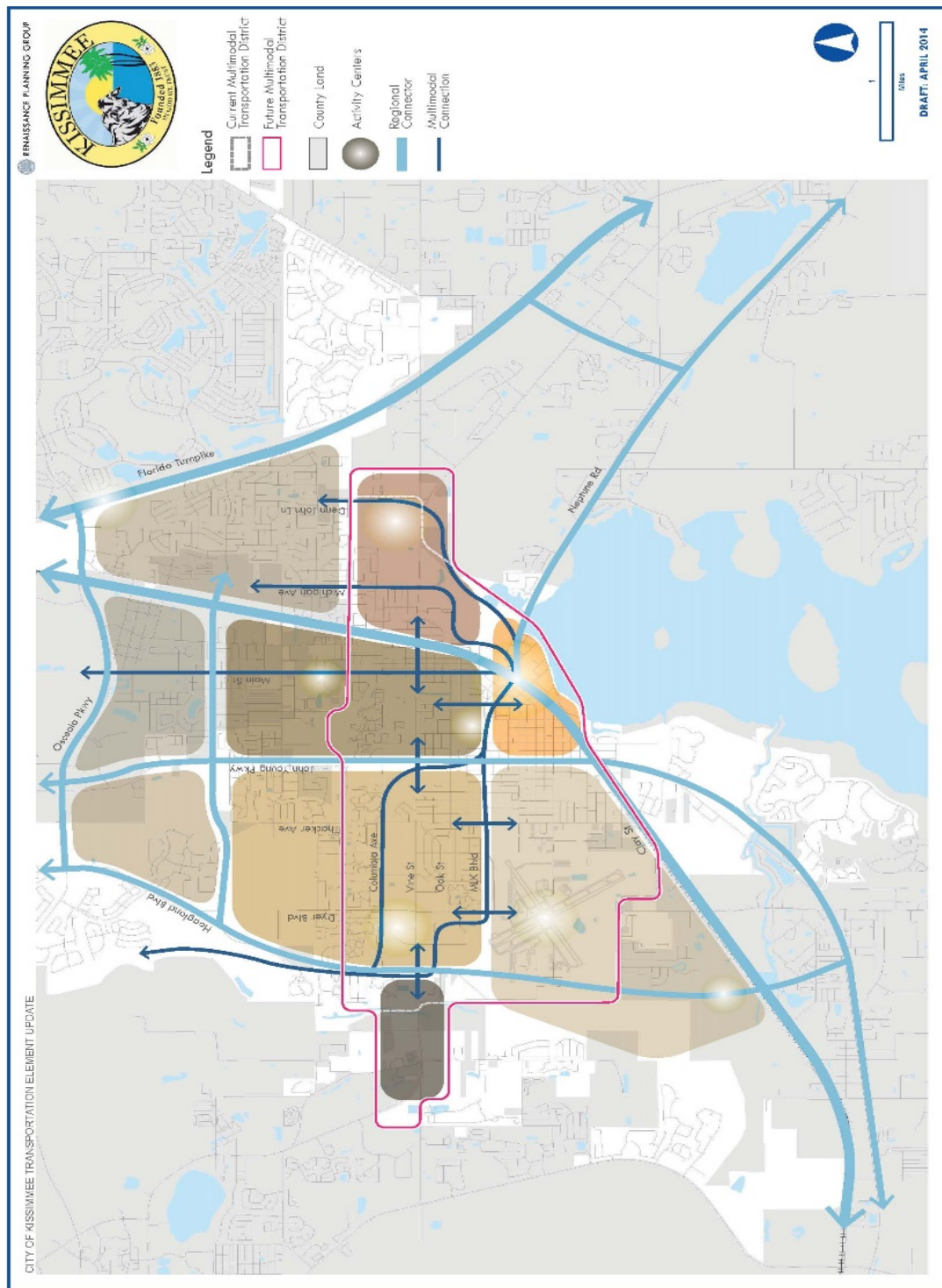
Transportation plays an important role today and in the future affecting the quality of life and economic vitality of the City of Mississauga. The strategic vision for the City of Mississauga is to extend the multimodal framework to provide connecting people to destinations supporting economic development and redevelopment initiatives as well as to link freight and goods to and from the City.



This Transportation Plan sees to tie together the City's eight activity centers through a combination of regional and multimodal connections comprised of several features including streets, sidewalks, bicycle facilities, trails and transit. The expansion of multimodal transportation strategies in the City creates the opportunity to develop complete streets criteria to address various design considerations when accommodating multiple modes of transportation based on the surrounding context and anticipated future development patterns and will assist the City in preparation for growth and redevelopment for the next 25 years.

Figure 2-1 presents the City's Transportation Vision and identifies critical connections that are needed to link residential and commercial areas through a robust network of regional and local multimodal facilities and design treatments.

Figure 2-3: City of Kissimmee Transportation Vision



The Transportation Element incorporates a mobility framework and corresponding streetscape plan that define a hierarchy of street networks reflecting functional transportation needs such as regional mobility or local tripping and the built environment. This hierarchy of streets

further orients each street toward either regional mobility or local accessibility. The two are not mutually exclusive but there are specific strategies and cross sections that respond to the modes bearing the target speed, adding transit treatments, modifying lane widths, and improving signage and lighting.

Street typologies reflecting that hierarchy include: A Streets (high regional auto and truck mobility), B Streets (local auto and truck mobility, high multimodal accessibility), and C Streets (high local accessibility). Each road class will be classified at time of dedication. The following pages present the organization and typical section illustrations of the street hierarchy and guidance for streetscape design.

STREET TYPOLOGY GUIDANCE

Table 2-1: Street Typology Guidance

	A Streets			B Streets		C Streets
Streets Criteria	Vine Street / US 192	John Young Parkway	90 - 100' Right-of-Way	70 - 80' Right-of-Way	60 - 70' Right-of-Way	50' Right-of-Way
TRAVELWAY						
Desired Operating Speed	45	45	35	35	30	25
Number of Lanes (bidirectional)	4 - 6	4 - 6	2 - 4	2 - 4	2 - 4	2
Optimum Lane Width	10 - 12 ft.	10 - 12 ft.	10 - 12 ft.	10 - 11 ft.	10 - 11 ft.	10 - 11 ft.
On-Street Parking Width	Not recommended	Not recommended	Not recommended	Optional/7 - 8 ft.	Optional/7 - 8 ft.	Optional/7 - 8 ft.
On-Street Bike Lane Width	Not recommended	Not recommended	5 - 8 ft.	5 - 8 ft.	5 - 8 ft.	Sharrow
Median	16 ft.	16 ft.	Optional/10 - 16 ft.	Optional/10 - 16 ft.	Optional/10 - 16 ft.	N/A
Access Management	See Access Management		Context Sensitive Engineering Manual			
ROADSIDE						
	12 - 20 ft.	12 - 20 ft.	5 - 20 ft.	5 - 10 ft.	5 - 9 ft.	5 - 10 ft.
Optimum Sidewalk Through Zone	Sidewalk through zone includes only the clear pedestrian travel way					
Optimum Sidewalk Amenity / Landscaped Buffer	1 - 5 ft. tree well	1 - 5 ft. tree well	5 - 8 ft. tree well or 2 - 10 ft. planting strip	5 - 8 ft. tree well or 2 - 12 ft. planting strip	2 - 8 ft. planting strip	2 - 8 ft. planting strip
	Sidewalk amenity includes the roadway edge zone and furnishings and planting strip					
Sidewalk Amenity (Treatments and Spacing)	Highest quality treatments and closest possible	Highest quality treatments and closest possible	Standard quality treatments and optimum spacing	Standard quality treatments and optimum spacing	Highest quality treatments and closest possible	Highest quality treatments and closest possible
Street Lighting	Standard scale fixtures	Standard scale fixtures	Standard scale fixtures	Standard scale fixtures	Pedestrian scale fixtures	Pedestrian scale fixtures
Stormwater Management	Stormwater ponds	Stormwater ponds	Stormwater ponds	Stormwater ponds	Stormwater ponds	Bio-swailes
Transit Facilities (Bus Pull- outs/Lanes and Stops)	BRT Station Areas / local bus stops every 2 blocks	Stops every 2 blocks	Pull- out bays / stops every 2 blocks	Pull- out bays / stops every 2 blocks	Stops every 2 blocks	Not Recommended
INTERSECTIONS						
Optimum Crosswalk Spacing	At intersections	At intersections	At intersections	At intersections	At intersections	600 ft.
Curb Radii	20 - 30 ft.	20 - 30 ft.	20 - 30 ft.	15 - 25 ft.	15 - 25 ft.	15 - 20 ft.

TYPICAL SECTIONS

Figure 2-4: Typical “A” Street (Vine Street (192)/John Young Parkway) Section

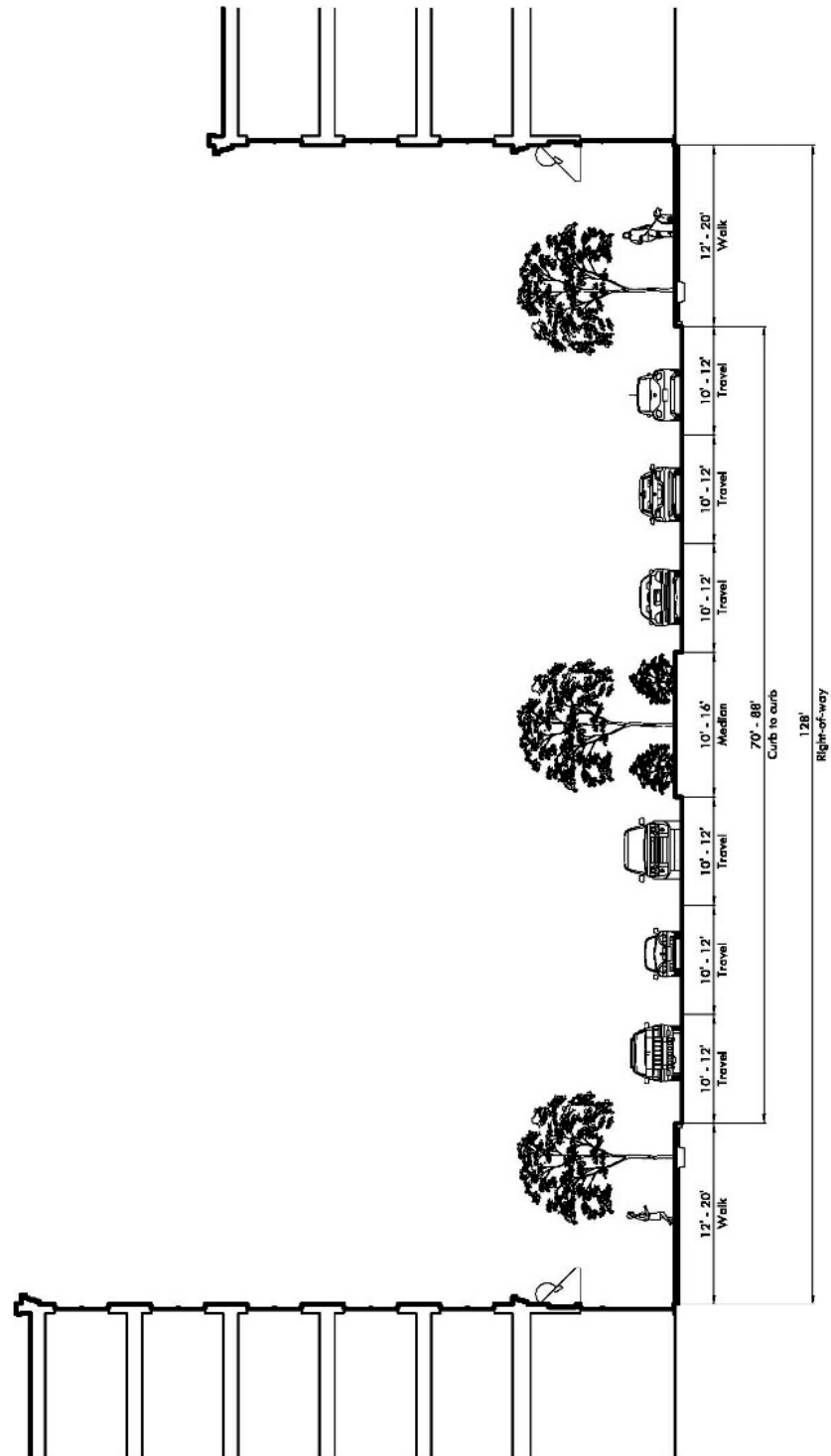


Figure 2-5: Typical “A” Street with 90’-100’ Right-of-Way Section

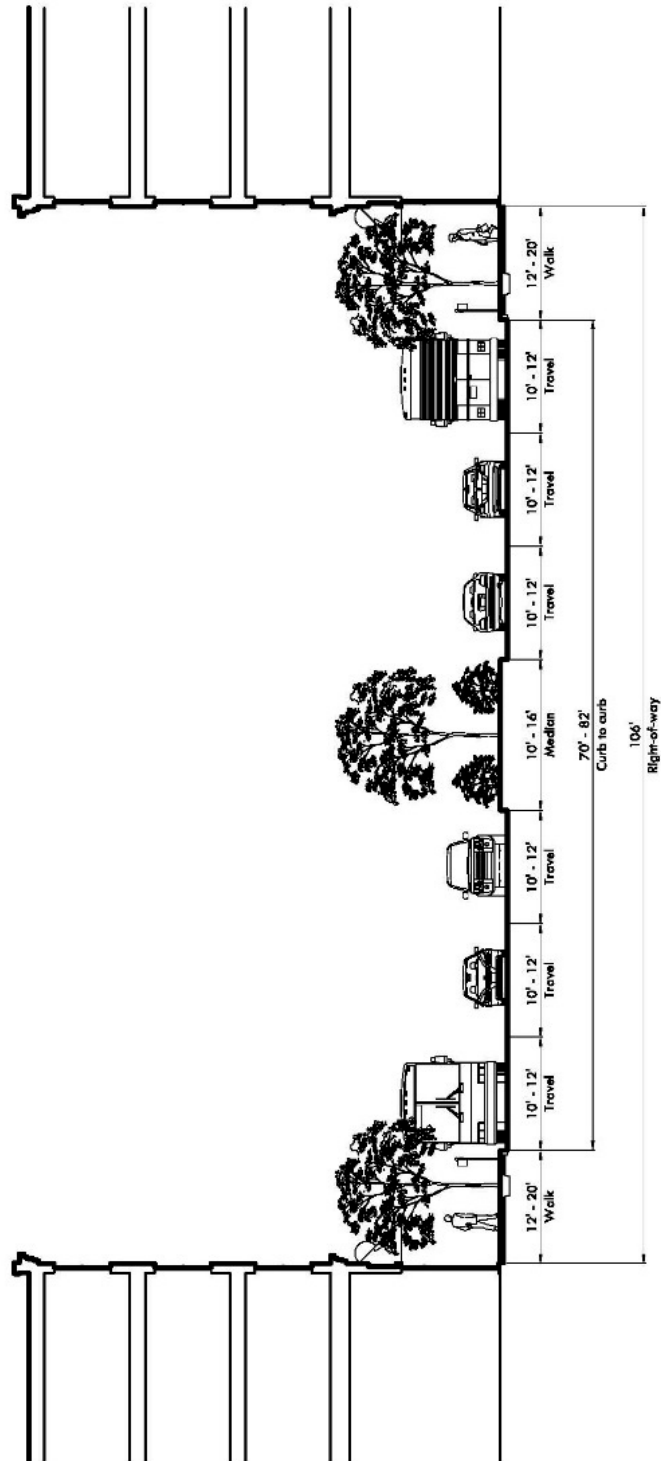


Figure 2-6: Typical “A” Street with 90’-100’ Right-of-Way Section

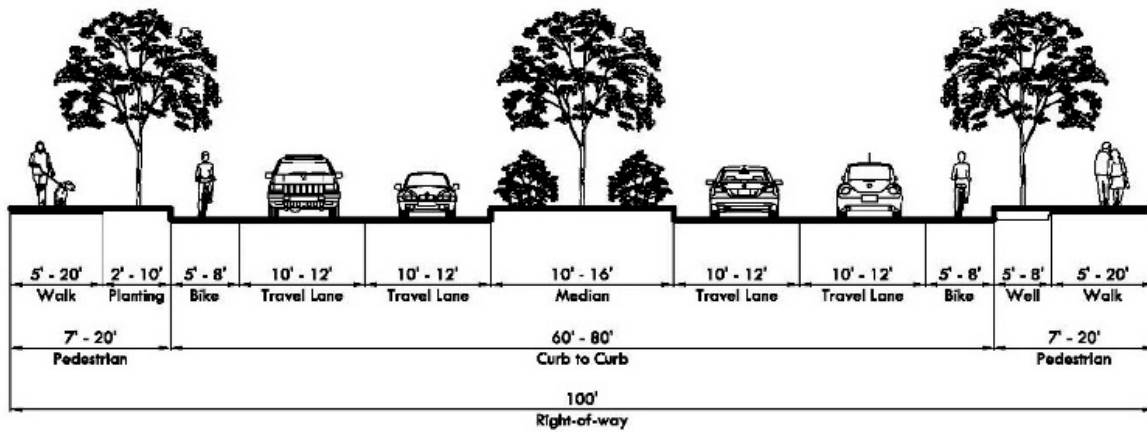


Figure 2-7: Typical “A” Street with 90’-100’ Right-of-Way Section

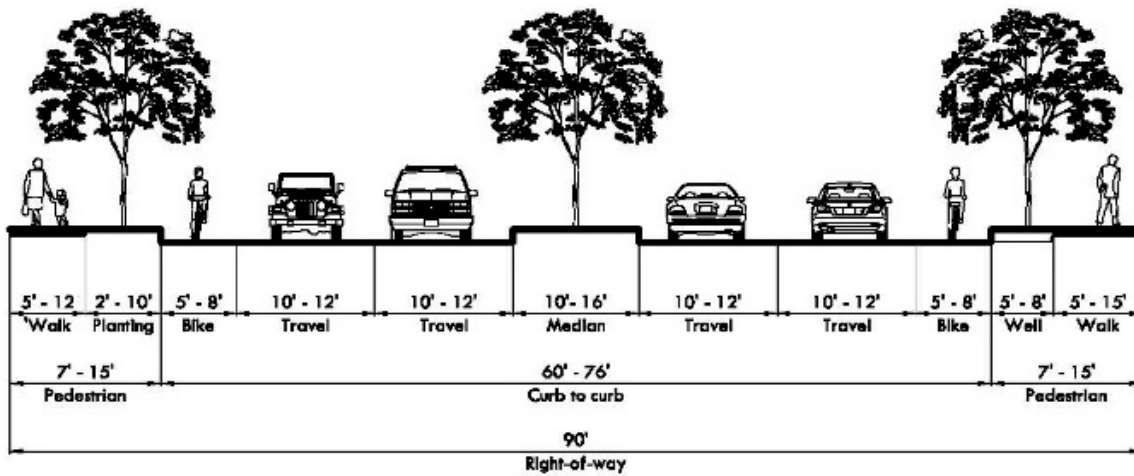


Figure 2-8: Typical “A” Street with 80’-90’ Right-of-Way Section

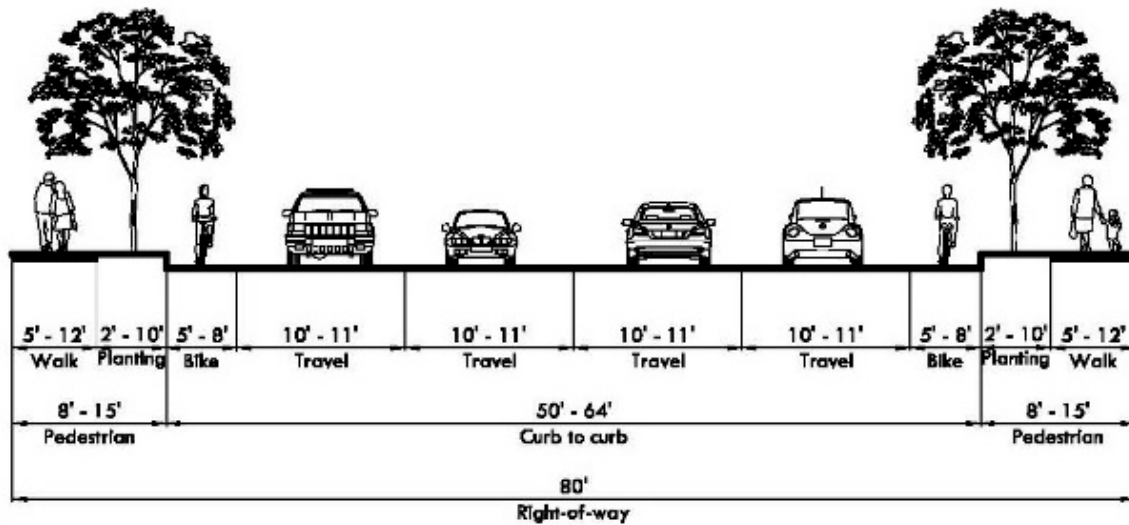


Figure 2-9: Typical “B” Street with 70’-80’ Right-of-Way Section

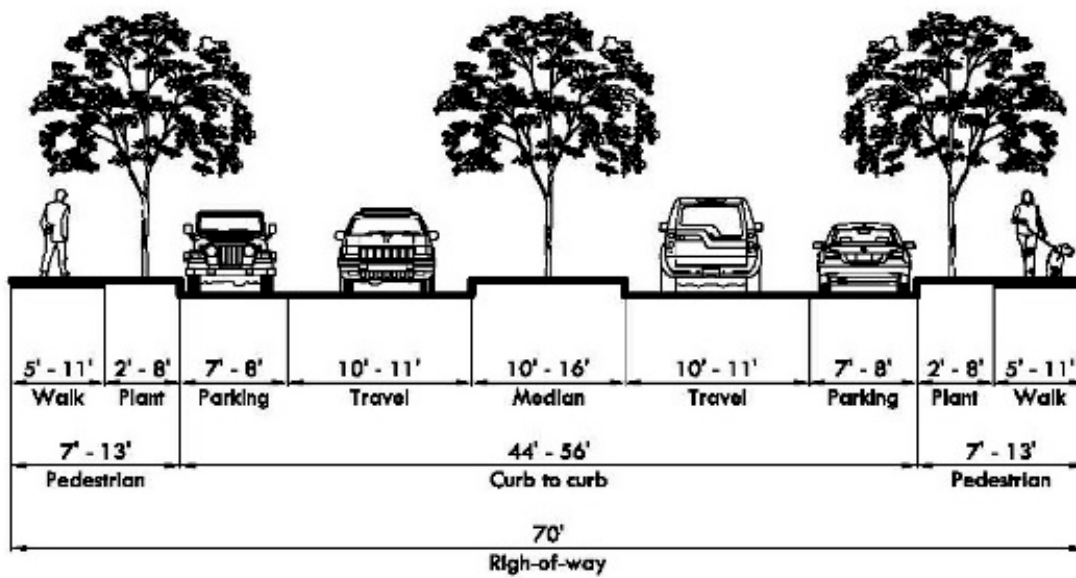


Figure 2-10: Typical “B” Street with 60’-70’ Right-of-Way Section

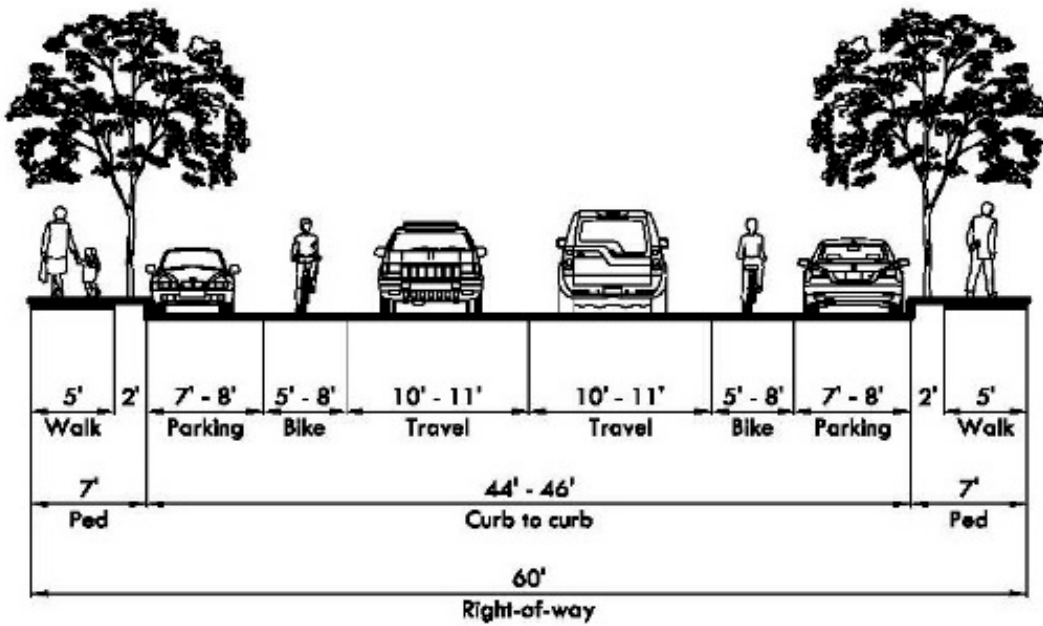
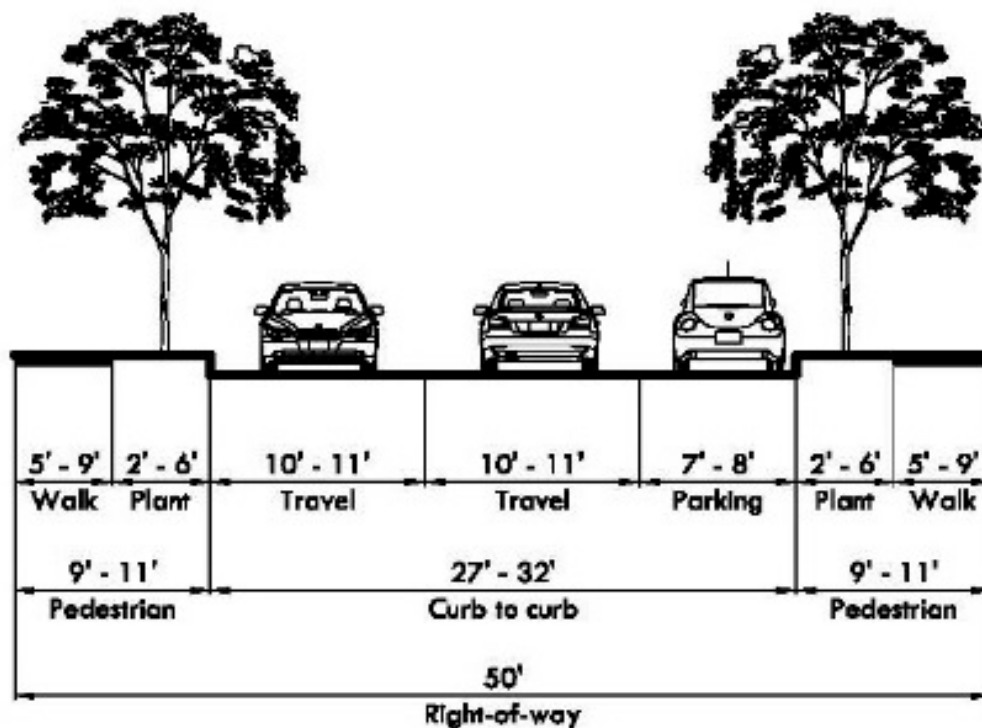


Figure 2-11: Typical “C” Street with 50’ Right-of-Way Section



GOALS, OBJECTIVES, AND POLICIES

This section stimulates goals, objectives and implementing policies for the Transportation Element pursuant to §163.3177(6)(b) Florida Statutes.

GOAL 2.1: MULTIMODAL NETWORK.

Plan and provide for a safe and efficient multimodal transportation network that corresponds to and supports the city's vision for its future by addressing liability and community needs.

OBJECTIVE 2.1.1: OFF-THE-ROADWAY TRANSPORTATION

The city shall continue to establish a safe multimodal transportation network through development and implementation of level or quality of service standards for all modes and providing associated infrastructure, urban design and funding strategies.

POLICY 2.1.1.1: INTERLOCAL TRANSPORTATION

The city shall maintain multimodal standards to address its designation as a dense urban area and multimodal Transportation District.

POLICY 2.1.1.2: PARTICIPATE TO PROMOTE PUBLIC HEALTH AND ACTIVE MOBILITY

The city shall continue to promote the development of an integrated complete streets network through the inclusion of public transit, bicycle and pedestrian facilities for people of all ages and abilities to promote public health and active mobility.

POLICY 2.1.1.3: STREET TYPE PORTFOLIO

The city shall maintain a distinct hierarchy of three street types within the city. These street typologies include:

- Arterial streets are vehicular emphasis streets with a regional mobility focus
- Collector streets are pedestrian and bicycle emphasis streets that support major local destinations
- Local streets are residential and non-residential streets with lower speeds that provide local access

POLICY 2.1.1.4: PROMOTE FUTURE-ORIENTED AND HEALTHY

The city shall adopt a policy supporting a fatality-free transportation system through combining design, engineering, enforcement and education initiatives to promote a safe multimodal network.

OBJECTIVE 21.2: EFFICIENT TRANSPORTATION

The City shall continue to maintain a Multi-modal Transportation District that is designed to enhance quality of service for all modes of transportation.

POLICY 21.2.1: TRANSPORTATION INITIATIVES

Pursuant to FPP 163.3177.6, the City will be maintained within the boundaries indicated on the Future Land Use District Boundaries map within the City. Transportation issues shall be mitigated by:

- Designing development to safely promote an increase in walking, biking, and transit use while reducing vehicle trip lengths and vehicle miles of travel.
- Contributing towards the achievement of the Multi-modal Quality of Service standards through completion or contribution towards Multi-modal transportation infrastructure of the transportation mobility fee or similar contributions that shall be proportionate to a development's transportation impact.

POLICY 21.2.2: IMPACT OF DEVELOPMENT

Within the City, the City shall meet the Quality of Service standards for pedestrian and cycling facilities as well as for transit facilities. The City shall also continue to pursue strategies to preserve vehicular mobility on major thoroughfares with emphasis on Statewide Intermodal Route and regionally significant roads. Any proposed development with a traffic impact on a deficient facility as established by the Monitoring report in Policy 21.2.4 that fails to meet the Quality of Service standards shall be required to mitigate such impacts through appropriate roadways or Multi-modal mitigation strategies or by paying proportionate share fees toward the achievement of these strategies.

Outside of the City, the City adopts a 600 ft standard for the peak hour for major thoroughfares (arterials and collectors).

POLICY 21.2.3: STREET TYPE PORTFOLIO

The City shall maintain a distinct hierarchy of three street types within the City. These street typologies include:

- Streets are vehicular emphasis streets with a regional mobility focus
- Streets are pedestrian and bicycle emphasis streets that support major local destinations
- Streets are residential and non-residential streets with lower speeds that provide local access

~~PO-2124: Other Operational Performance Indicators~~

~~The City shall continue to develop indicators against which the achievement of the mobility goals of the community can be measured including mode split, annual transit trips per capita, auto occupancy rates, expansion of bicycle and pedestrian facilities, and other criteria as deemed appropriate. Counts on bicycle and pedestrian facilities as well as roadways will be monitored to track impacts from new development.~~

~~Development trends, new residential units, new square footage, bicycle, pedestrian and transit use, auto, mobile traffic, and identification of an completed capital improvement projects will be monitored and reported annually for increases, decreases and deficiencies within the CTD and citywide over five years corresponding with adoption of the MetroPlan Orlando Long Range Transportation Plan. The City will provide a full monitoring report identifying the same information as the annual report with the changes in quality of service, improvement projects made over the five year period and strategies to achieve the CTD goals established in the comprehensive plan. If traffic volumes on Vine Street / SR 192 or John Young Parkway after John Young Parkway widening to 6 lanes is completed exceeds 95% of FDOT acceptable average service volume (ASV) of 59,900-95,000-57,000. Then on segments of Vine Street east of John Young Parkway and segments of John Young Parkway south of Vine Street or if the annual traffic volume growth rate is 5% or greater in the annual report the City will complete and submit all the metrics identified in the quinquennial report.~~

~~CTD Vision/Trip/Travel Performance Objectives:~~

- ~~■ New development units and square footage~~
- ~~■ New multi-modal facilities constructed or programmed~~
- ~~■ Multi-modal Facility usage, traffic volumes, transit, walking and biking (if available), roadway, ODS, side Vehicle Miles of Travel~~

~~CTD Vision/Trip/Travel Performance Objectives - V5~~

- ~~■ New development units and square footage~~
- ~~■ New multi-modal facilities constructed or programmed or planned~~
- ~~■ Multi-modal Facility usage, traffic volumes, transit ridership, walking and biking (if available), roadway, level of service, side Vehicle Miles of Travel~~
- ~~■ Multi-modal quality of service ODS~~

■ ~~Connectivity Index~~

■ ~~Performance Metrics~~

OBJECTIVE 213: ~~Improve TO Accessibility~~

The City shall maintain a transportation network that provides access to major local destinations and employers throughout the City.

Policy 2131: ~~Improve Transit Accessibility~~

Strategies to enhance access to destinations shall include the development of multi-modal infrastructure including a circulator and increasing connectivity through the development of parallel and alternate routes.

Policy 2132: ~~Improve Bicycling and Pedestrian Facilities~~

The City shall continue to promote the improvement and expansion of bicycle and pedestrian facilities citywide focusing on improved access in the CBD and near transit corridors and stations.

OBJECTIVE 214: ~~Improve Transit Accessibility for the Elderly and Handicapped~~

The City shall increase mobility for the transportation disadvantaged who reside in or visit the City of Kissimmee ~~including but not limited to the elderly, handicapped, and students~~ in accordance with the most recent Americans with Disabilities Act Title II regulations and City of Kissimmee ~~construction standards and specifications, guidelines, and development code~~.

Policy 2141: ~~Improve Transit Accessibility for the Elderly and Handicapped~~

The City should encourage development of a coordinated paratransit service approach to providing transportation for the elderly and handicapped in Kissimmee by working with Osceola County and social service providers.

OBJECTIVE 215: ~~Improve the Connectivity of the Regional Transportation Network~~

The City shall continue to work with other regional public agencies to promote the development of regional and intercity rail and regional transit service to and through Kissimmee.

Policy 2151: ~~Improve Transit Connectivity~~

The City shall continue to coordinate with Osceola County, MetroPlan Orlando and other public agencies in the region to implement passenger rail service connecting the Kissimmee Intermodal Transportation Center to Orlando and other regional activity.

centers with regional feeder bus service to provide local connections within the city to the multi-modal center.

Policy 21.52: Provide Multi-Modal Transportation Services

The city shall continue to coordinate with other agencies to maintain if not increase the level of intercity train service provided through Kissimmee and provide adequate intercity train station facilities. The city shall also promote regional efforts to develop a cross-state high speed passenger rail connection between a or near by municipalities that connects with a downtown multi-modal station.

Objective 21.6: Enhance Inter-Municipal Partnership to Improve Transportation and Infrastructure

The city of Kissimmee shall continue to coordinate multi-modal transportation planning and infrastructure with other governmental agencies including but not limited to the Florida Department of Transportation (FDOT), Osceola County, MetroPlan Orlando, Orange County, the Central Florida Expressway Authority and the East Central Florida Regional Planning Council to achieve planned infrastructure to transportation facilities and services.

Policy 21.61: Improve Transportation Transportation Partnership and Coordination

The city shall continue to review present and future transportation plans and programs of the FDOT, Osceola County, the Osceola County Expressway Authority, MetroPlan Orlando, Orange County, the Central Florida Expressway Authority and the East Central Florida Regional Planning Council to maintain compatibility with the city's vision for future development as outlined in the Comprehensive Plan and to ensure the city's Comprehensive Plan is consistent with regional plans.

Objective 21.7: Provide Quality Transportation Infrastructure and Services

The city shall develop and maintain an infrastructure program for multi-modal transportation infrastructure and services within the city of Kissimmee and surrounding areas with available financial resources.

Policy 21.71: Improve Transportation Programs

The city of Kissimmee shall annually update the Five Year Capital Program in conjunction with FDOT's Five Year Work Program and MetroPlan Orlando's Transportation Improvement Program. Transportation projects programmed by Osceola County, FDOT, Central Florida Expressway Authority, MetroPlan Orlando and others will be identified. To prioritize mobility projects shall be incorporated in the Five Year schedule of capital infrastructure and annual budget accordingly.

Position 2172: Family: Oryziaceae

Funding sources for transportation projects shall be reviewed annually with available funding projected for future years and allocated to projects in accordance with the Comprehensive Plan. Five-year schedule of capital projects and annual budget. Other funding sources for transit transportation projects including but not limited to taxing strategies, special bonding, and utility assessments shall be explored. The mobility fee structure shall continue to be maintained to address multimodal operations throughout the city.

GOAL 2.2: COMPLEMENTARY LAND USE & URBAN FORM

Provide a multi-modal friendly community for residents of and visitors to the city of Mississauga that enhances connections between land uses and creates a sustainable urban form

OBJECTIVE 2021: Improve the Transportation

The City shall work to integrate bicycle, pedestrian and transit facilities into site developments and roadways projects in the City of Mississauga to better connect land uses with multiple modes of transportation.

Po 2211: Bi Po Tl F I

The City shall continue to promote walking and the use of bicycles by encouraging bicycle and pedestrian-friendly design in new developments including redevelopment projects to the extent feasible and the provision of support facilities such as benches, bicycle facilities, bicycle lockers, and showers.

Position 2012: Positioning of IT in OT

The City shall ensure that street connectivity is not lost over time by prohibiting street relocations for public and private development uses. In cases of true hardship, street relocations will be permitted only when the proposed new development will provide new street connection elsewhere that will result in no loss of street connectivity. It is the City's

OBJETIVO 202: HABILIDADES DE TERCERA ORDEN

The City of Issiſsee shall continue to encourage multiple modes of transportation to and from residential land uses bſenhancing mobility in communities and improving accessibility to uses and services.

PO 2221: TIT IT

The _____ shall continue to encourage land uses that support transit as established in the Future Land Use Element.

Policy 2.2.2.2: Vision for Transportation that Support the TIP and Goals of Transportation

The City shall continue to support mixed-use development and redevelopment options in the City by encouraging relevant policies in the Future Land Use Element.

Policy 2.2.2.3: Support

Transportation infrastructure and services shall support residential, non-residential, and mixed use land uses.

Objective 2.2.3: Promote Mobility on Streets

The City shall preserve mobility on streets for all modes of transportation including vehicles, transit, as well as non-motorized forms of transportation.

Policy 2.2.3.1: Access Management

The City of Issaquah shall continue to follow access management guidance as established in the Administrative Code 14-97 section of the FDOT Access Management Handbook and the Access Management section of this Transportation Element.

Objective 2.2.4: Preservation of Right-of-Way to Impart Quality of Life

The City of Issaquah shall continue to protect existing and future right-of-way needs by requiring all proposed developments to reserve or dedicate right-of-way to maintain an interconnected roadways system for multiple modes of transportation.

Policy 2.2.4.1: Traffic Impacts of Pavement

The City of Issaquah hereby adopts the City of Issaquah 2040 number of lanes as the future roadway network plan. The existing roadway classification plan shall establish the functional classification of the roadways within the City.

Policy 2.2.4.2: Transportation of Future Land Use Right-of-Way

The City of Issaquah hereby maintains the minimum standards for road right-of-way as identified in the ORES reservation and right-of-way width plan on existing roadways in accordance with a completed right-of-way needs assessment.

Policy 2.2.4.3: Transportation Right-of-Way/Traffic Policy Framework

The City of Issaquah shall maintain a program for landowner dedication of right-of-way and implementation of transportation mobility fees as a condition of development approval associated with lots, related planned unit developments, or site plans. Or, mobility fees shall be provided to improve the multimodal network. The purpose and intent of such

a program shall be to assure that: 1 adequate rights-of-way and necessary improvements are dedicated and developed concurrent with the impacts of new development and 2 the cost of such improvements shall be borne by the developer generating the need for the facilities.

Policy 2.2.4.4: Promote Bicycle and Pedestrian Transportation

Sidewalks, bicycle lanes and/or shared-use paths shall be required on both sides of the street with the dedicated non-motorized right-of-way within the city boundaries for any new road construction, road widening or resurfacing unless a suitable alternative can be provided.

Policy 2.2.4.5: Promote Bicycle and Pedestrian Transportation

The city shall continue to prioritize projects that install sidewalks, accommodate bicycle facilities and shared-use paths within the non-motorized right-of-way portions of existing collectors and higher classified roads within the city and within two miles of schools. The city shall continue to preserve existing bicycle facilities and/or shared use paths whenever a road is scheduled for widening.

Policy 2.2.4.6: Promote Bicycle and Pedestrian Facilities

The city shall continue to prioritize projects that fill in gaps in sidewalks, bicycle lanes and/or shared use paths where the facilities are not continuous on existing roads.

GOAL 2.3: ECONOMY AND ENVIRONMENT

Plan and provide for an energy efficient multimodal transportation network that corresponds to and supports the city's vision for its future by addressing infrastructure, providing travel options and promoting infill and/or targeted development areas.

Objective 2.3.1: Promote Multifunctional and Sustainable Facilities

The city shall continue to require all new multifunctional facilities to incorporate green infrastructure where physically and financially feasible.

Policy 2.3.1.1: Promote Multifunctional Facilities

The city shall promote site planning and design for multifunctional facilities which utilize an energy efficient design as established in the conservation element.

OBJECTIVE 232: ORIGINATE INFRASTRUCTURE TO SUPPORT DEVELOPMENT PATTERNS

The City shall continue to pursue compact development patterns that are designed to encourage pedestrian, bicycle and transit travel throughout the community as established in the Future Land Use Element.

Policy 2321: Support Development

Development within the City shall emphasize human-scaled development as established in the Future Land Use Element strategies to promote human-scale development that include smaller block sizes, mixed use land uses and higher densities. Additionally, development patterns should be supportive of regional transit service like bus rapid transit, bus circulators and connections to commuter rail.

Policy 2322: Integrate Transit Infrastructure into Development

The City shall identify appropriate transit facilities or elements such as passenger waiting area, shade, shelter, shade and bus turnout bays to be incorporated into site development and road projects and provide appropriate standards for site/civil engineers to design such elements.

OBJECTIVE 233: TRANSIT PROMOTION AND PROGRAMS TO INCREASE TRANSIT OPTIONS

The City shall coordinate with Central Florida Regional Transportation Authority to develop Transportation and Management Programs that identify potential strategies to be applied by the public and private sectors to reduce auto travel in the City and promote transit usage or travel by non-motorized means.

Policy 2331: Originating Transit Programs

The City should continue to coordinate with the Central Florida Regional Transportation Authority to design and implement a marketing and community relations program aimed at increasing transit usage or travel by non-motorized means by residents of the City.

Policy 2332: Regional Transit Promotion

The City of Kissimmee shall continue to work in coordination with MetroPlan Orlando and associated counties to develop one Transportation Management Center network to cohesively manage travel in the region.

OBJECTIVE 234: ~~Encourage~~ ~~Development~~ ~~for~~ ~~Infill~~ ~~and~~ ~~Targeted~~ ~~Development~~ ~~in~~ ~~the~~ ~~City~~ ~~to~~ ~~Encourage~~ ~~Development~~ ~~that~~ ~~is~~ ~~Supportive~~ ~~of~~ ~~the~~ ~~City's~~ ~~Multimodal~~ ~~Environment~~

The City of Mississauga shall promote infill and targeted development areas in the ~~city~~ city to encourage development that is supportive of the city's multimodal environment.

POLICY 2341: ~~Targeted~~ ~~Industrial~~

The City of Mississauga shall encourage companies listed in their targeted industries categories per Policy 10211 to locate within the city.

POLICY 2342: ~~Active~~ ~~Transport~~

The City shall encourage development in ~~the~~ activity centers per Policies 10221 and 10224.

POLICY 2343: ~~Transportation~~ ~~Infrastructure~~ ~~Investment~~

Multimodal transportation infrastructure shall be implemented where necessary to support economic development per Policies 10311 and 10313.

GOAL 2.4: AVIATION

Continue to maintain a safe and economically viable airport in the city.

OBJECTIVE 241: ~~Compatible~~ ~~with~~ ~~Proper~~ ~~Land~~ ~~Use~~ ~~Standards~~ ~~to~~ ~~Protect~~ ~~the~~ ~~City's~~ ~~Aviation~~ ~~Infrastructure~~

The City shall continue to maintain land use standards to address protection of the Mississauga rate airport from encroachment of incompatible land uses and assure that an expansion of the Mississauga rate airport or airport related uses are compatible with the City's Comprehensive Plan, the Mississauga rate airport Master Plan, and the Mississauga rate airport economic development study. The City shall make the most efficient use of their authority by cooperating with other localities through interlocal agreements related to airport regulations and surrounding land use compatibility.

POLICY 2411: ~~Development~~ ~~Applications~~ ~~near~~ ~~the~~ ~~airport~~

The City shall continue to review all proposed development applications to ensure the development is appropriate given the distance from and proximity to the airport. The City shall periodically evaluate its Mississauga rate airport economic development study for compliance with state statutes.

Policy 24.12: Coordination of Infrastructure with Other Policies

The City shall continue to support airport infrastructure projects that are consistent with the City's Comprehensive Plan and the Missoula County Airport Master Plan.

Objective 24.2: Transportation and Utility Connections

The City shall provide adequate transportation and utility connections to meet the airport's future needs.

Policy 24.21: Coordination with Transportation Department of City of Missoula

Infrastructure to the road, pedestrian, bicycle, and transit networks needed to improve access to Missoula County Airport shall be consistent with the Airport Master Plan and included in the City's Comprehensive Plan.

Policy 24.22: Coordination with Other Federal, State, and Tribal Agencies

The City shall continue to coordinate with federal and other relevant governmental agencies to provide transit access to the Missoula County Airport that meets the needs of employees, residents, and visitors.

Policy 24.23: Coordination with Infrastructure with Airport Development

Water, wastewater, and other utility infrastructure shall be provided in conjunction with airport development.

GOAL: 2.5: FREIGHT RAIL AND PIPELINE FACILITIES

Continue to manage freight rail and pipeline facilities in a manner which promotes the best interests of the city's residents, businesses, and visitors.

Objective 25.1: Freight and Airline

The City shall continue to promote efforts to make adjustments to freight rail operations in the Missoula area, providing for safer operations, improving service to local businesses, and using the existing airline corridor corridor for future passenger rail service.

Policy 25.11: Freight and Airline

The City shall continue to maintain the dual supporting services of FDOT freight operations to areas with a greater potential to benefit from freight services and shall support the utilization of rail facilities for passenger service and local freight service.

POSS 2.5.1.2: PROVIDE FOR FLOODING/HIGHWAY CROSSINGS

The City will continue to coordinate with FDOT to identify railroad/highway grade crossings in the City in need of improvement. Particular increased crossing protection and opportunities for closed and new crossings will also be identified. Additionally, the City of Miami will require quiet zones over the Florida Railroad Administration Train Horn rule where deemed necessary, appropriate and financially feasible.

OBJECTIVE 2.5.2: PROMOTE FLOODING

The City facilities shall be developed and maintained through the City in the most cost-effective and safe manner with minimal disruption to neighborhoods, businesses, the environment and in a manner that is aesthetically pleasing.

POSS 2.5.2.1: PROMOTION OF FLOODING

The City shall encourage the development of new underground City facilities in existing City corridors with these facilities suitable protected from adjacent land uses.

POSS 2.5.2.2: PROTECT FROM FLOODING

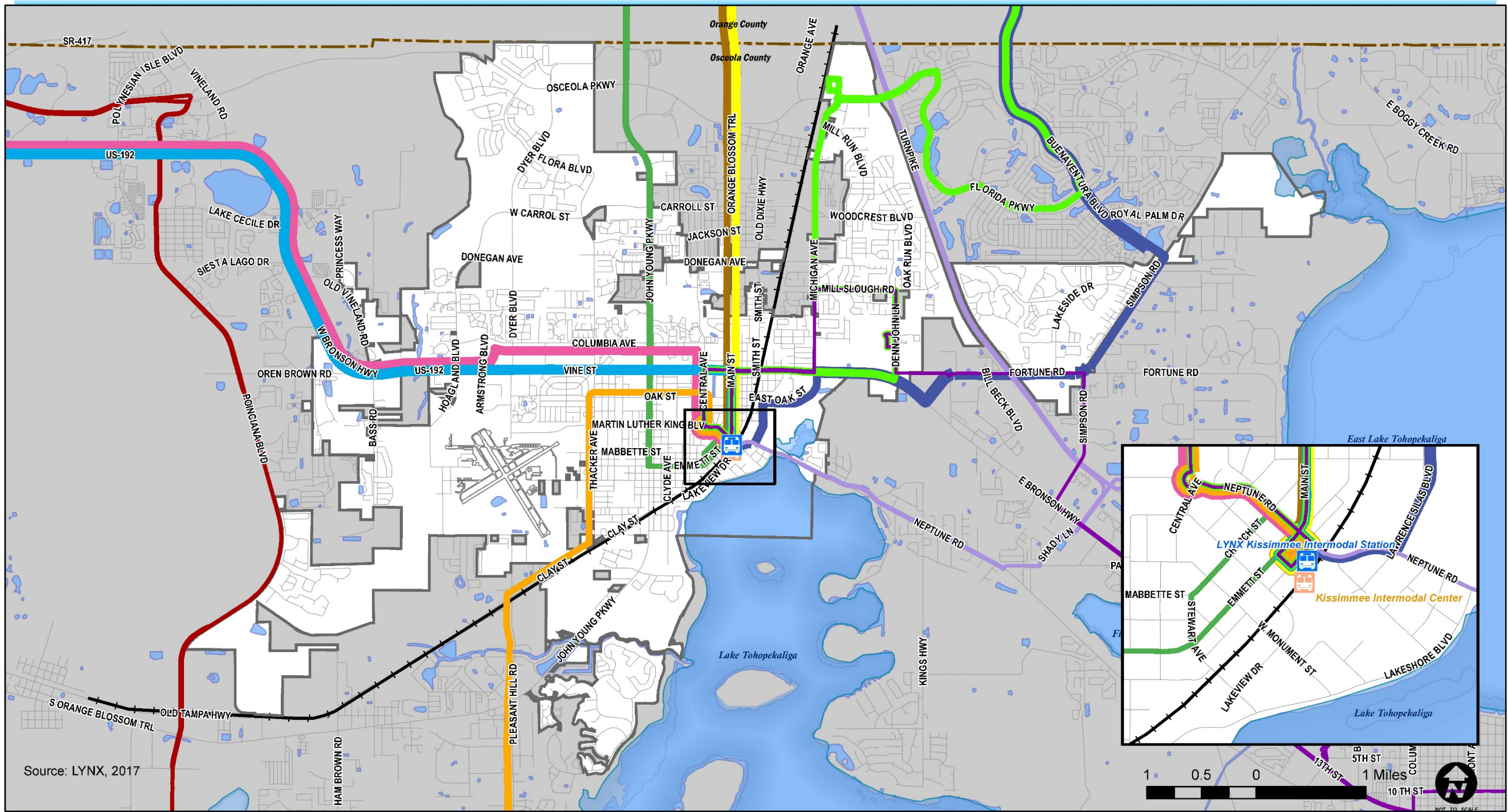
The City shall protect City facilities from the encroachment of new incompatible land uses through identification of the Future Land Use Element.

MAPS

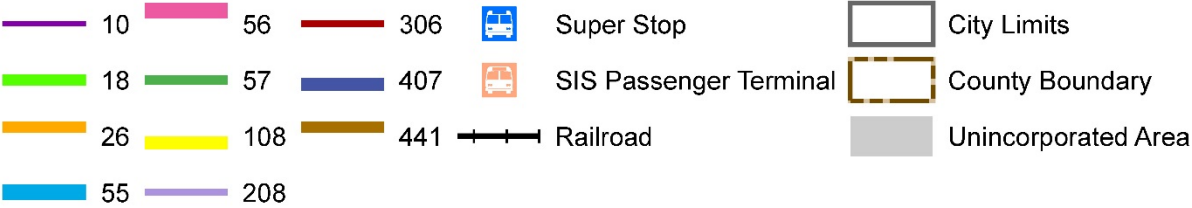
- Existing Public Transportation
- Existing and 2040 Pedestrian and Bicycle Facilities
- 2040 Street Types
- Existing Roadway Classification
- Existing Number of Lanes
- 2040 Right of Way Reservation
- Existing Evacuation Routes
- Strategic Intermodal Transit Facilities
- Existing Level of Service
- 2040 Public Transportation
- 2040 Level of Service
- 2040 Number of Lanes

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Figure 2-12: Existing Public Transportation

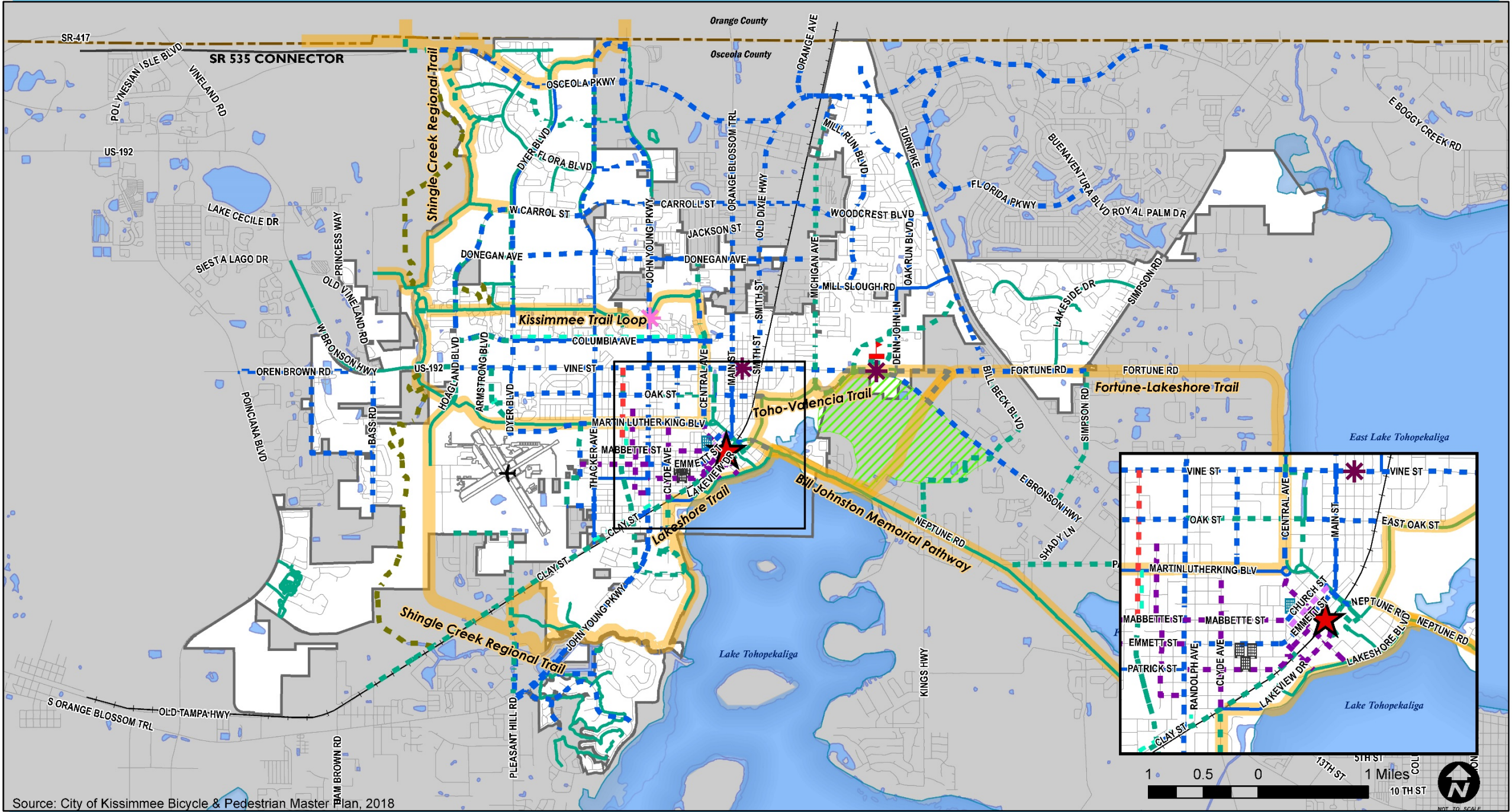


2016 LYNX Bus Network



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Figure 2-13: Existing and 2040 Pedestrian and Bicycle Facilities

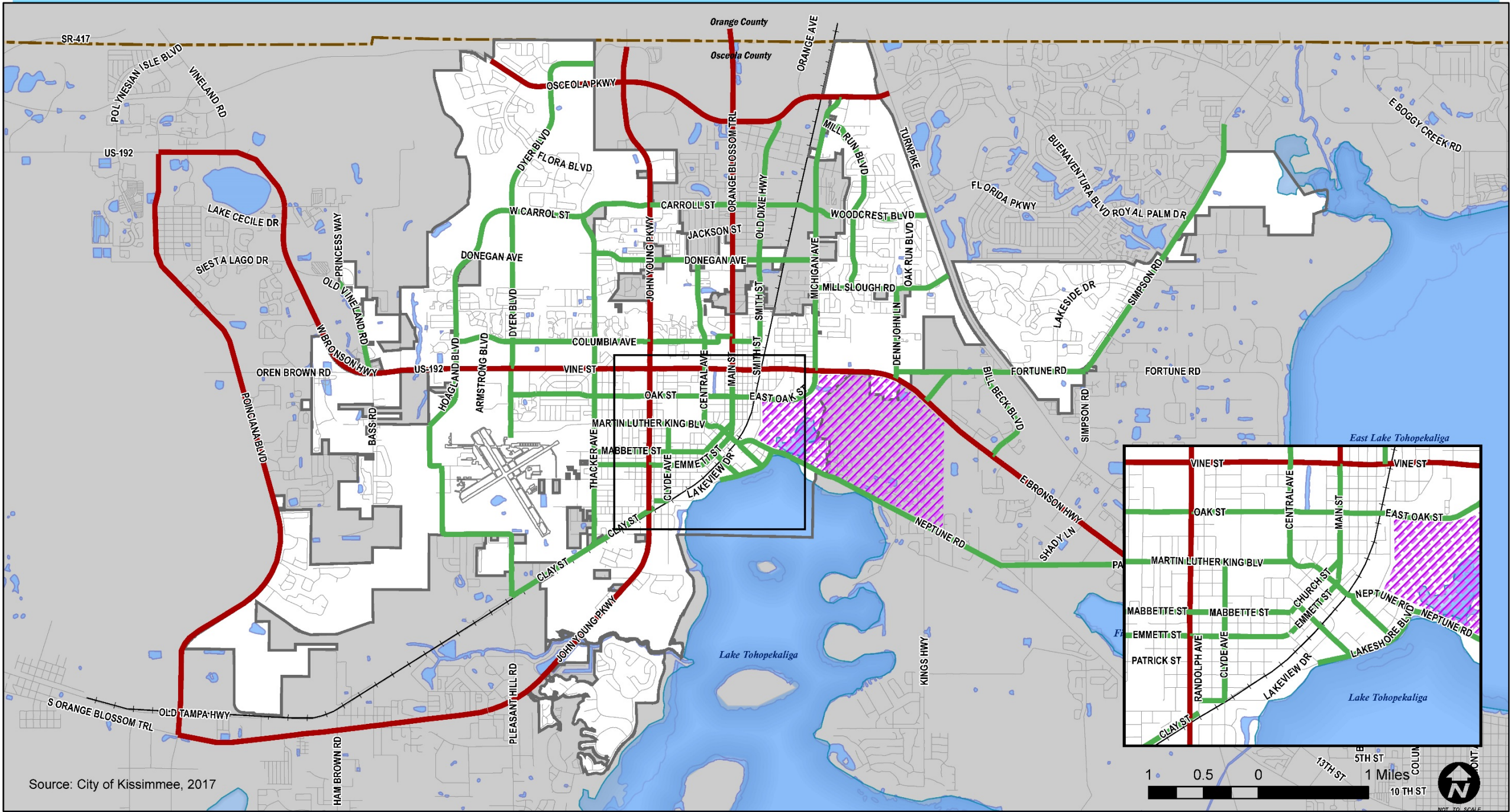


- | | | | | | |
|----------------------------|----------------------------|----------------------------|----------------------------|------------------------------|-----------------|
| Existing Facilities | Proposed Facilities | Nature Trail | Toho-Tech Trail Network | Kissimmee Intermodal Station | City Hall |
| On Street | City Hall Healthy Trail | On Street | Regional Trail Links | Kissimmee Gateway Airport | City Limits |
| Off Street | SR 535 Connector | Sharrows | Existing Pedestrian Bridge | Valencia College | County Boundary |
| Alleyways | Off Street | Proposed Pedestrian Bridge | County Admin/Courthouse | Unincorporated Area | |
| Bicycle Boulevard | Sidewalks | | | | |



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Figure 2-14: 2040 Street Types

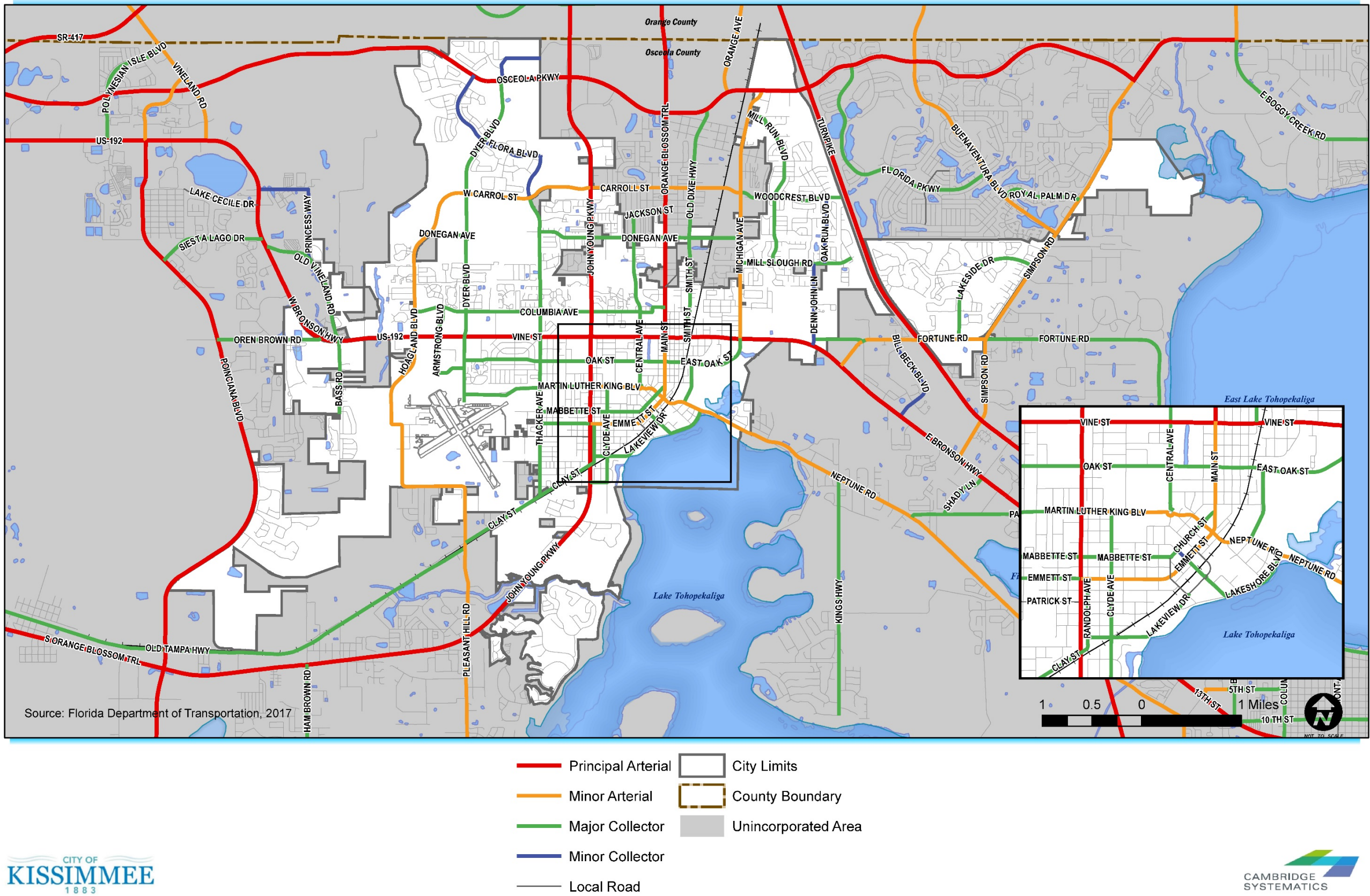


- Street Types**
- A
 - B
 - Future A
 - Future B
 - Future Multimodal Network Connections
 - City Limits
 - County Boundary
 - Unincorporated Area



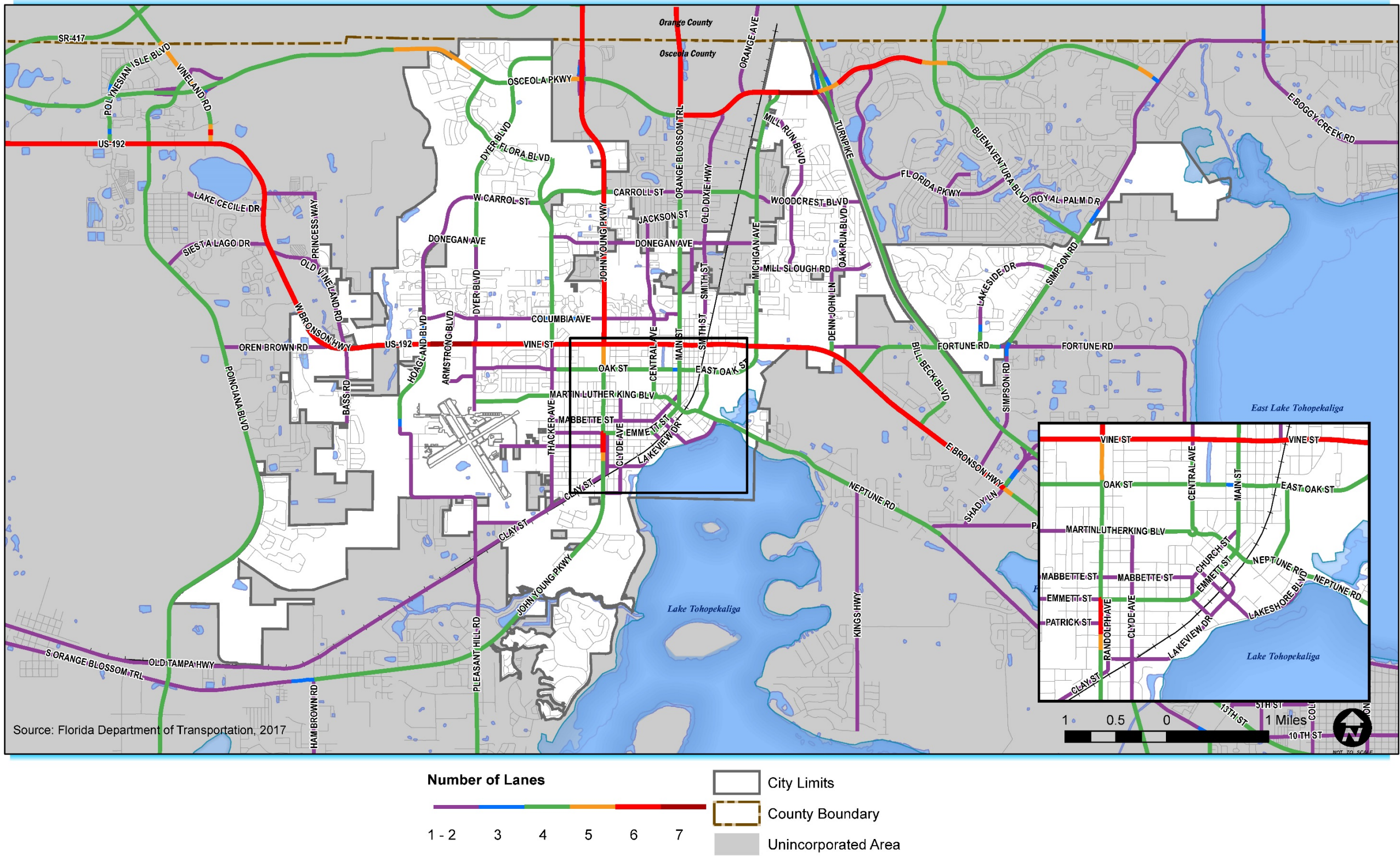
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Figure 2-15: Existing Roadway Classification



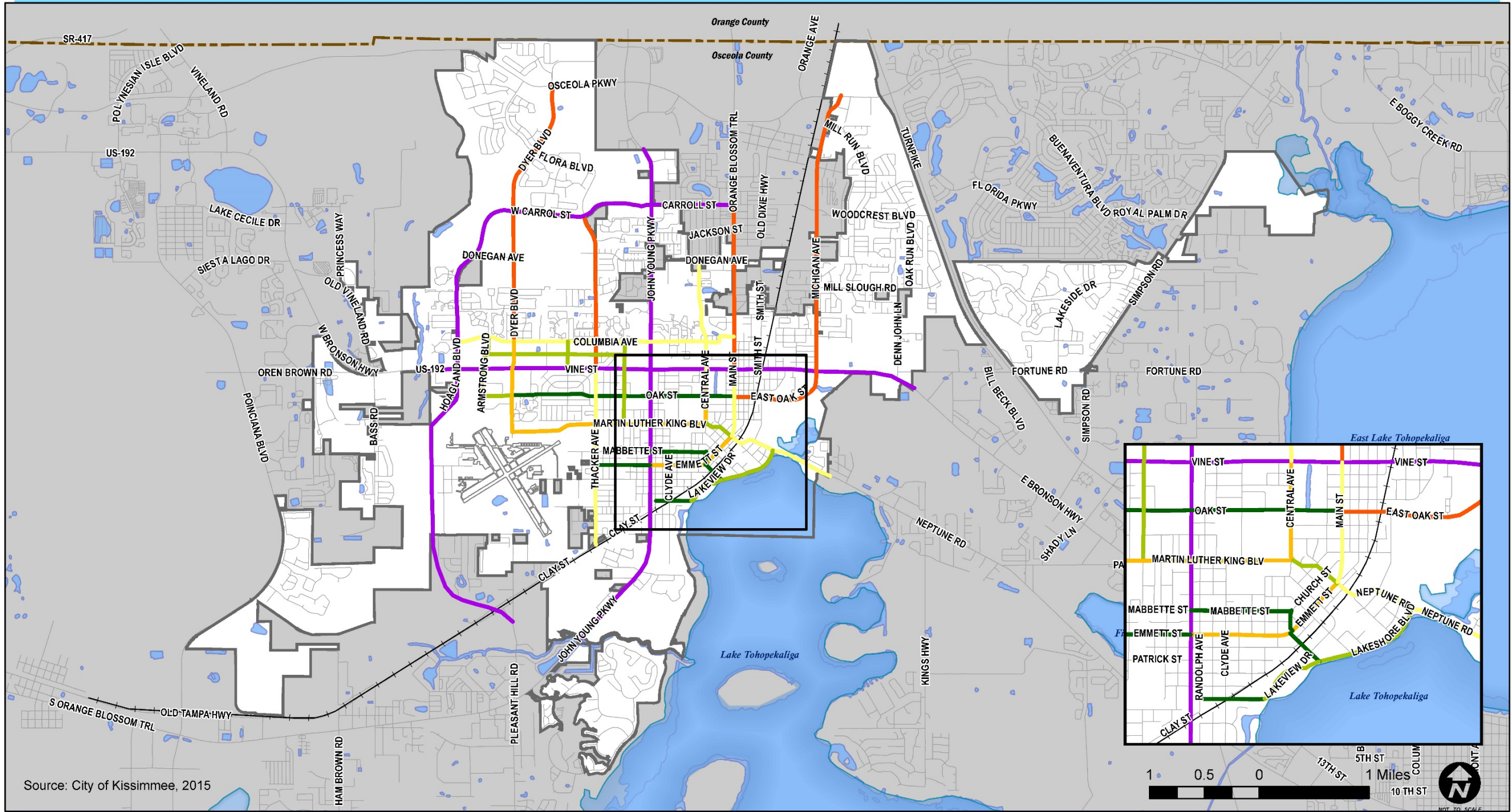
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Figure 2-16: Existing Number of Lanes



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Figure 2-17: 2040 Right of Way Reservation



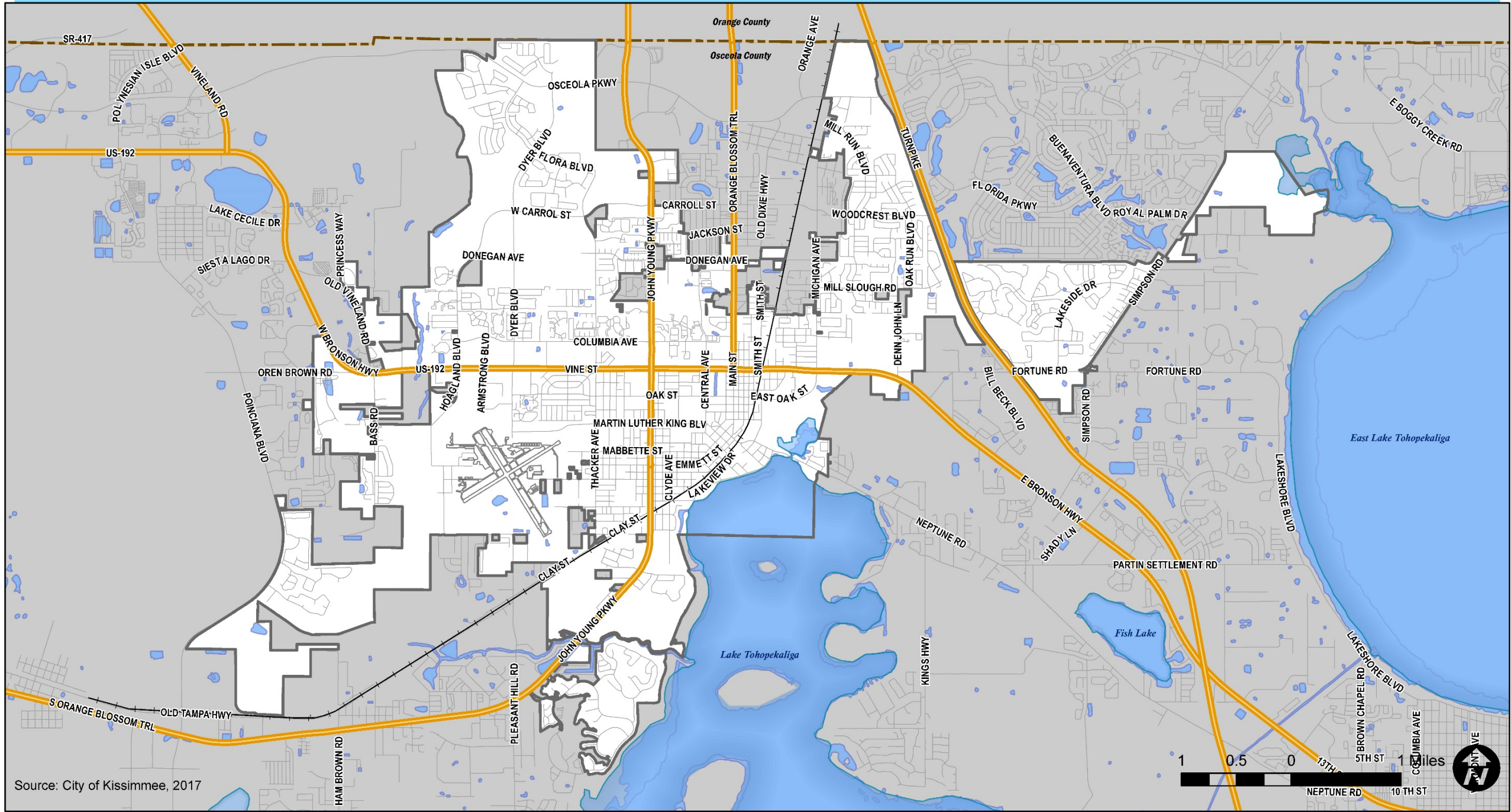
Right of Way Reservation

50'; 60'	90'	City Limits
70'	100'	County Boundary
80'	+100'	Unincorporated Area



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Figure 2-18: Existing Evacuation Routes



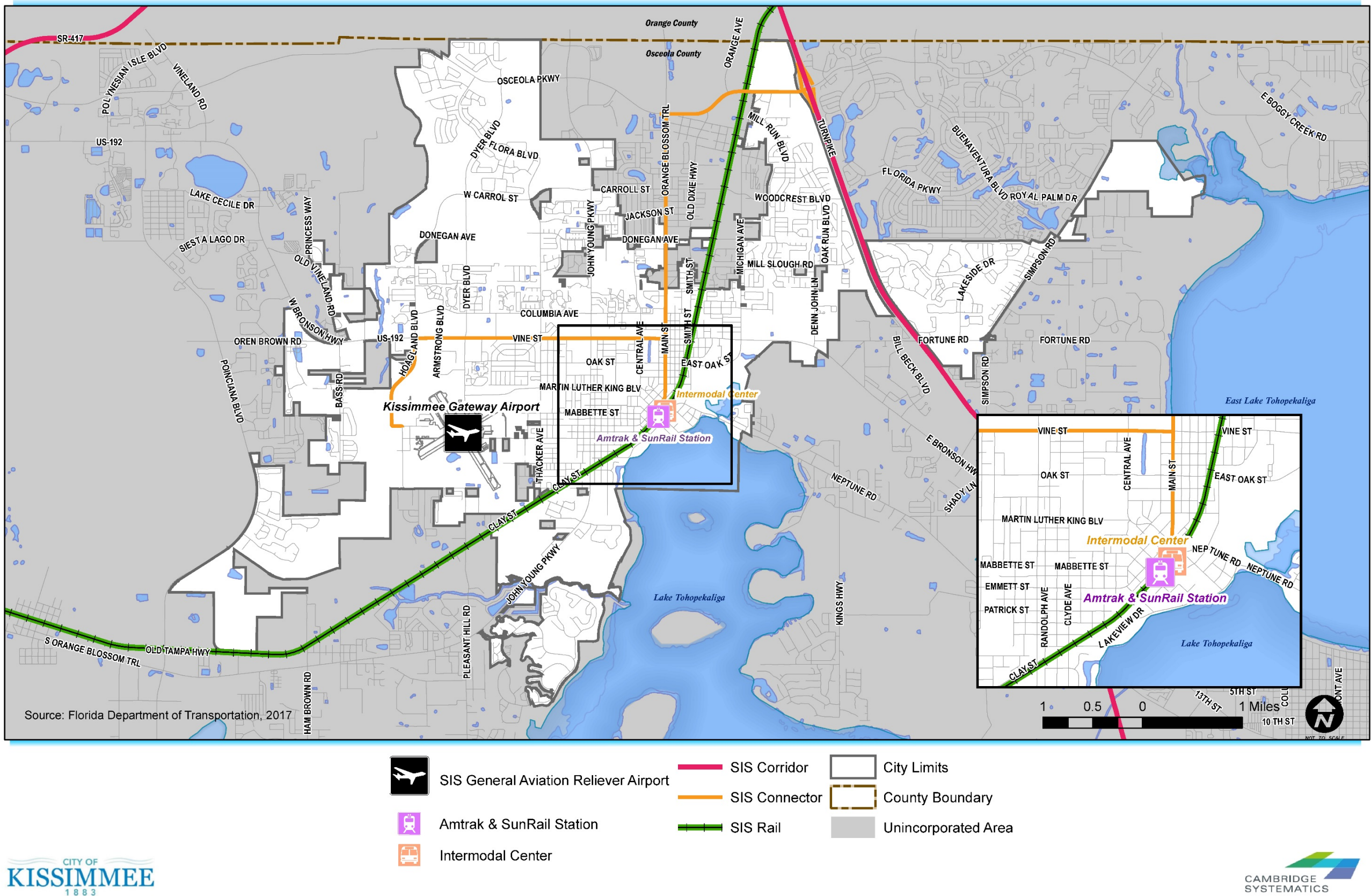
Source: City of Kissimmee, 2017

- Evacuation Routes
- City Limits
- County Boundary
- Unincorporated Area



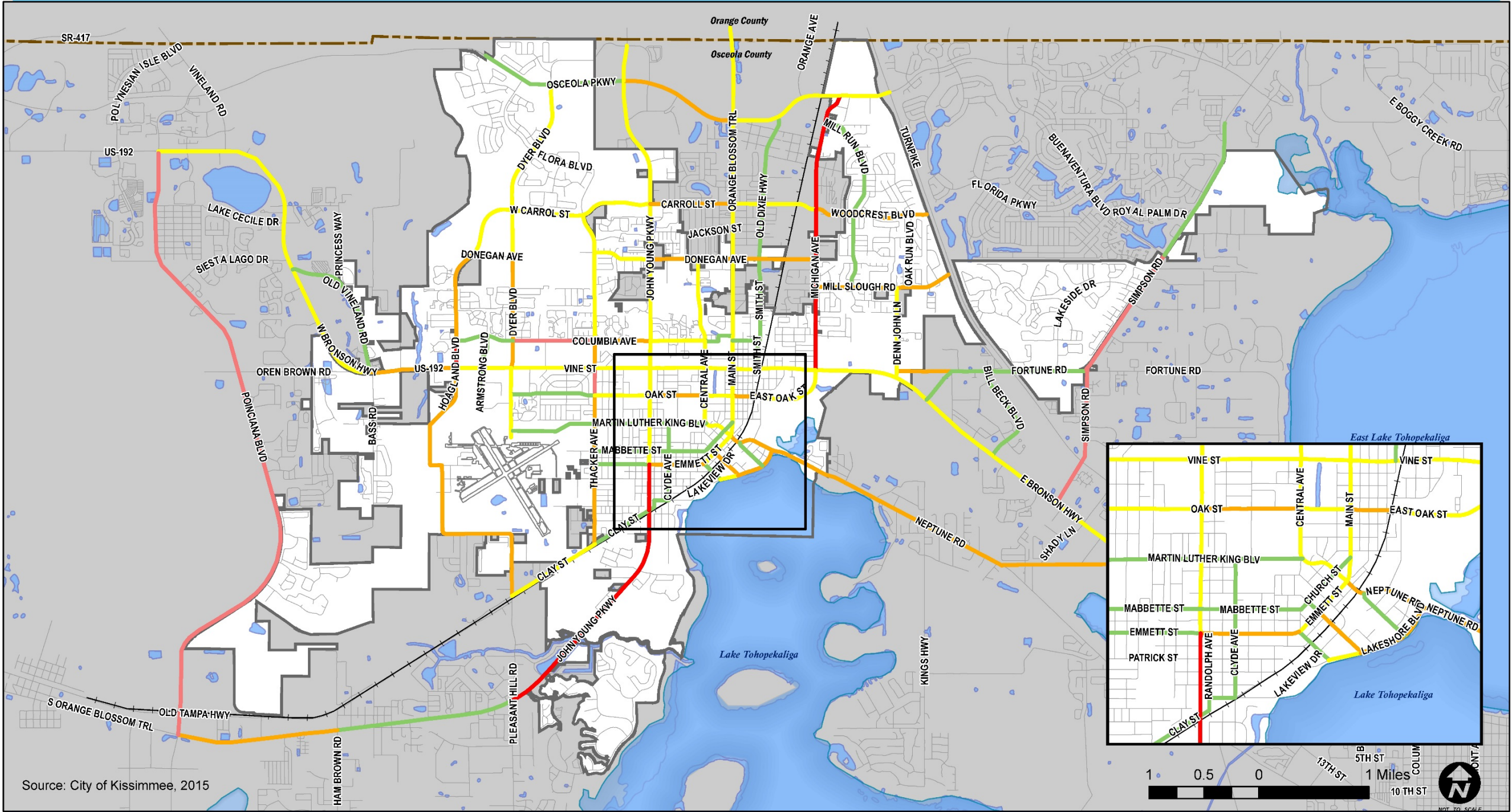
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Figure 2-19: Strategic Intermodal System Facilities



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Figure 2-20: Existing Level of Service



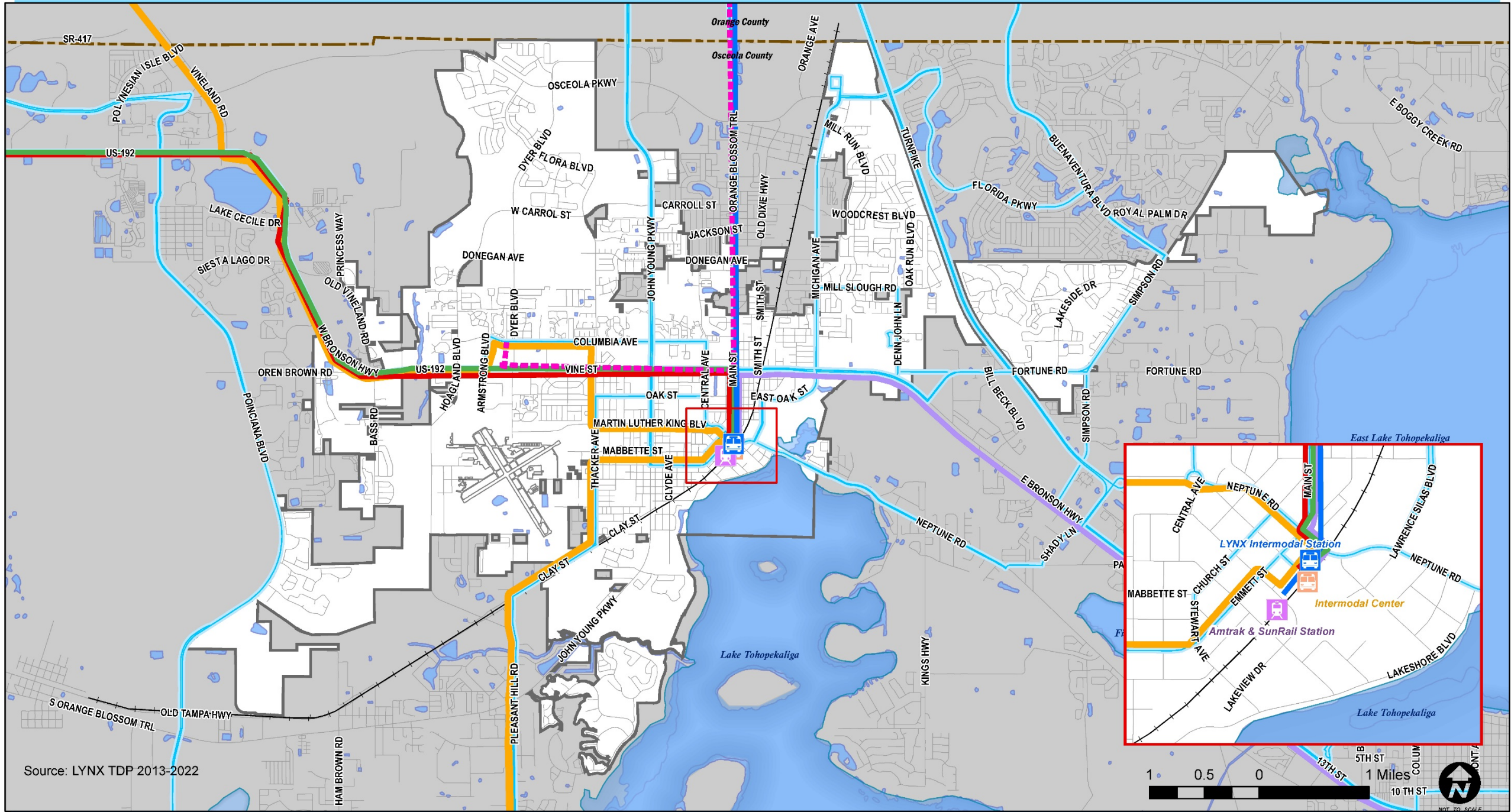
Level of Service

— B	— E	City Limits
— C	— F	County Boundary
— D		Unincorporated Area



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Figure 2-21: 2040 Public Transportation



Source: LYNX TDP 2013-2022

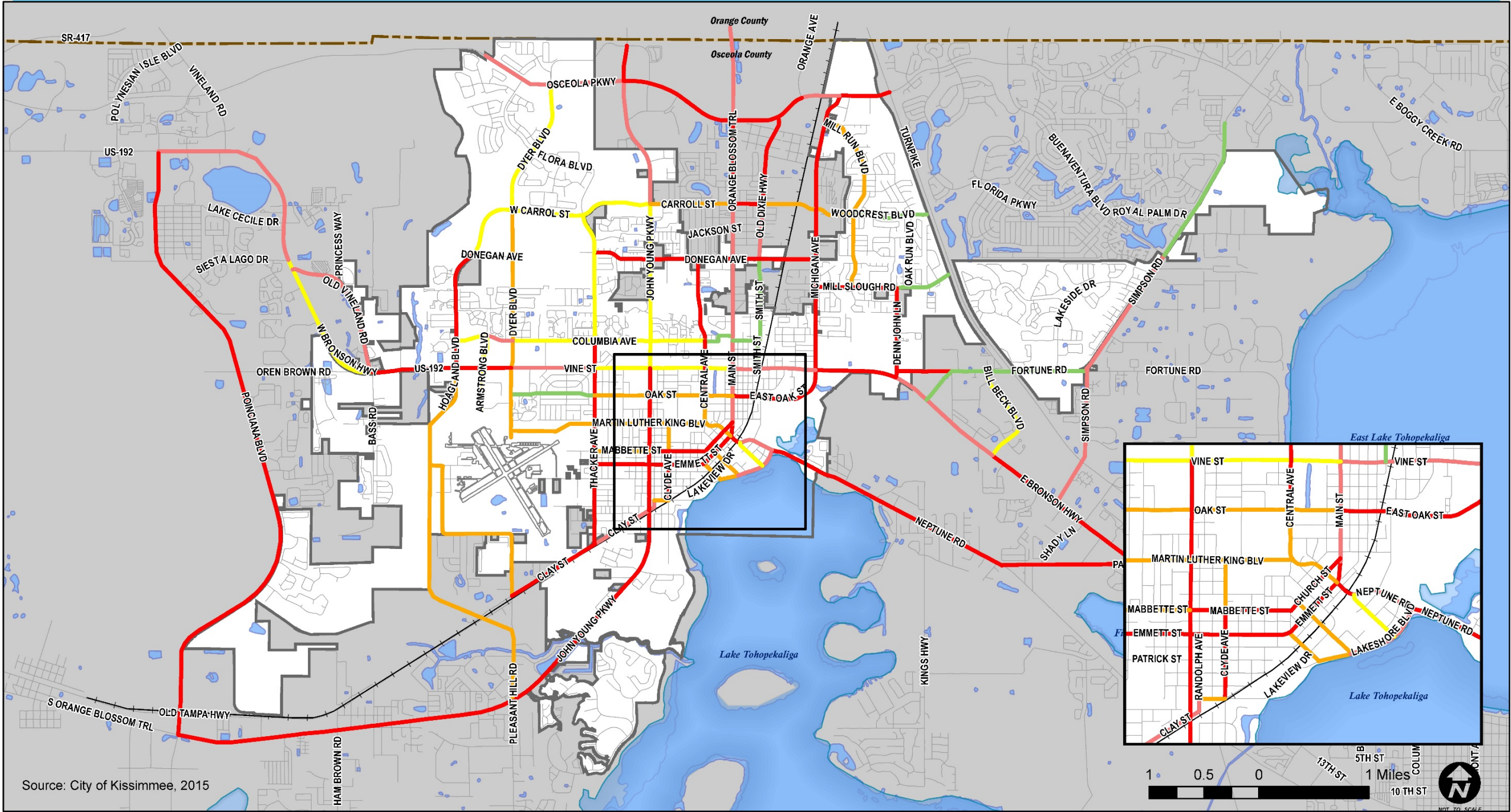
Future LYNX Bus Network

- | | | | |
|--|---|---|---|
|  Lynx Intermodal Station |  BRT, Florida Mall to Kissimmee |  Express, Kissimmee to St Cloud |  City Limits |
|  Amtrak & SunRail Station |  Express, S. Orange Ave./Florida Mall |  Express, Lake County to Kissimmee BRT |  County Boundary |
|  Intermodal Center |  Express, Disney to Kissimmee FastLink |  Fixed, Pleasant Hill Rd. /Poinciana |  Unincorporated Area |
| |  Existing LYNX Bus Network | | |



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Figure 2-22: 2040 Level of Service

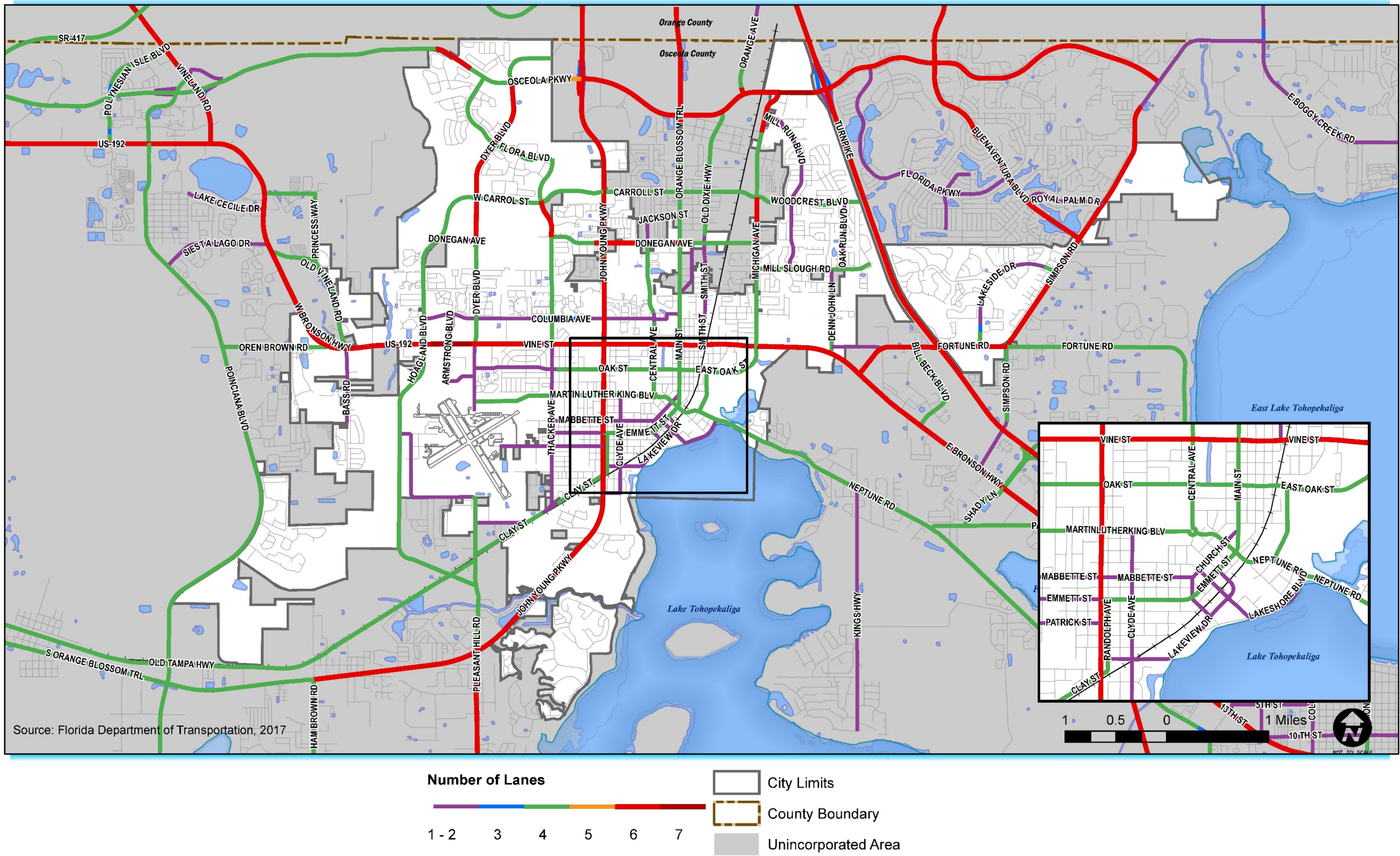


- Level of Service**
- B (green line)
 - C (yellow line)
 - D (orange line)
 - E (pink line)
 - F (red line)
- Legend**
- City Limits (solid black line)
 - County Boundary (dashed black line)
 - Unincorporated Area (gray shaded area)



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Figure 2-23: 2040 Number of Lanes



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8 CAPITAL IMPROVEMENTS

GOALS, OBJECTIVES, AND POLICIES

THIS PARTITION OFFERS

Kissimmee 2040 Comprehensive Plan

Capital Improvements Goals, Objectives, and Policies

prepared for

City of Kissimmee

prepared by

Cambridge Systematics, Inc.
2101 West Orange Commercial Boulevard Suite 3200
Fort Lauderdale, FL 33309

date

**Adopted November 20, 2018; DRC#18-057; DEO#18-1ER
Amended [to be filled in at a later date]**

THIS PARTITION OFFERS

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TH██ █████T██I██V██TO██████ ████████I██

GOALS, OBJECTIVES, AND POLICIES

This section stimulates goals, objectives, and implementing policies for the Capital Improvements Element pursuant to 163.3177(5)(c) Florida Statutes.

GOAL 8.1 MANAGEMENT OF CAPITAL IMPROVEMENTS.

The City shall undertake the actions necessary to adequately provide needed public facilities within the City's jurisdiction in a manner which protects investments and existing facilities, facilitates the use of existing facilities, and promotes orderly, compact growth.

OBJECTIVE 8.1.1 PROVISION OF CAPITAL IMPROVEMENTS

Capital improvements will be provided for purposes of correcting existing deficiencies, accommodating desired future growth, and replacing worn-out or obsolete facilities, as indicated in the five-year schedule of improvements contained within this Element.

POLICY 8.1.1.1: IMPROVEMENT OF CAPITAL IMPROVEMENTS

The City is committed to growth management which incorporates appropriate fiscal management practices and procedures. The City shall consider the use of all legal and equitable fiscal management techniques to achieve delivery of public services and facilities needed by existing and anticipated future populations. The capital improvement program presented herein identifies capital improvements needed by the existing population to satisfy levels of service standards incorporated within this Comprehensive Plan. The City shall consider performance standards as well as legal and equitable fees, where appropriate, to ensure that new developments provide in advance of development a sufficient level of public facilities and services or fees in lieu thereof in order to cover the costs of needed facilities and services for the demands for which are specifically attributable to such new development.

The Element shall provide a basis for estimating fiscal impacts required by capital improvements included in the Comprehensive Plan. The capital improvements program and budgeting process provides an on-going process for continued planning and review of the City's capital outlays, including their location, timing, estimated cost, relative priority, and potential funding sources. The capital improvement program and budget process is an advisory planning function; capital outlays are filed only by the City Council.

Policy 8112: Capital Improvement Program

The term "capital improvement project" as used in the Comprehensive Plan is defined as a project that is self-contained and that will usually be constructed or purchased as a unit. Capital improvement projects generally include only those items constructed or purchased that have a useful life extending beyond a ~~ten-year~~ ten-year period following their acquisition and usually involve a cost in excess of \$10,000 or involve the acquisition or disposal of land regardless of cost. Minor recurring annual expense items including routine maintenance and repairs are excluded. All projects that are to be financed from bond funds are included. Similarly, preliminary engineering studies for public facilities such as the design of improvements to the transportation, water, wastewater, and drainage systems are generally itemized as capital expenditure items due to their significant cost and their impact on the capital improvement program.

The capital improvement program and budget is concerned with the assessment of need, assignment of priorities, and efficient allocation of its existing and potential fiscal resources for a five-year capital improvement program or acquisitions over a five to ten year period. The fundamental purposes of the capital programing process are as follows:

- To consolidate and coordinate all the various departmental requests bearing district with the hope of reducing delays and coordinating individual improvement programs
- To establish a system of procedures and priorities by which each proposal can be evaluated in terms of public need, long range development plans, and short and long-term fiscal management impacts
- To schedule future capital outlay projects pursuant to identified needs and priorities
- To set forth a financing program that identifies potential funding sources including but not limited to ad valorem taxes/general obligation bonds, user fees/revenue of excise tax bonds, grant programs, equitable contributions or agreements, as well as performance standards and other components which may be used as a fiscal strategy for obtaining needed capital improvements in developing areas
- To coordinate joint projects involving participation by one or more local governments, as well as regional, state, or federal agencies

Policy 8113: Capital Investment Program Budget and Planning Committee

The capital investment program shall be used for achieving orderly urban growth and development. By providing a planned and reasonably reliable schedule of public projects, the capital investment program and budget shall provide a guide for both public and private capital investment decisions influencing community development patterns. The capital investment program and budgeting process is a primary tool for closely coordinating land use planning and fiscal management required to successfully carry out the Comprehensive Plan.

Policy 8114: Availability of Capital Investment

The city shall include within the five-year schedule of capital investments all capital investments which are identified in any of the respective elements of the city's Comprehensive Plan. Capital investments with an estimated cost of more than \$10,000 shall be included in the five-year capital budget and annual budget. The budgets shall be prepared by the city manager and adopted by the city commission. Also, the capital investment program and budget process shall be used to plan for needed infrastructure investments to serve developments for which development orders were issued prior to plan adoption.

Policy 8115: Priorities for Scheduling and Funding Capital Investments

In allocating priorities for scheduling and funding capital investments needs, the city shall assign highest priority to capital investment projects in the five-year schedule of investments which are designed to correct existing deficiencies.

Policy 8116: City Authority to Modify Capital Investment Program

The city manager shall have the authority and responsibility to evaluate and recommend a rank order of priority for each capital investment which is proposed for inclusion in the five-year schedule of capital investments. The city commission shall receive and retain its authority to adopt the recommendations of the city manager with or without modifications in the proposed five-year schedule of investments.

Policy 8117: Capital Investment Program Evaluation Committee

Proposed capital investment projects shall be evaluated and ranked according to the following priority level guidelines:

Level 1: Whether the project is needed to:

- a. Protect public health and safety
- b. Fulfill the city's legal commitment to provide facilities and services
- c. Preserve or achieve full use of existing facilities

2. Level 2: Whether the project accomplishes the following:

- a. Increases efficiency of existing facilities
- b. Prevents or reduces future infrastructure costs
- c. Provides service to developed areas lacking full service or promotes infill development

3. Level 3: Whether the project:

- a. Represents a logical extension of facilities and services in a manner consistent with Future Land Use element goals, objectives and policies including the Future Land Use map

OBJECTIVE 8.1.2: FUTURE DEVELOPMENT TO BE IN ACCORD WITH THE PROGRESSIVE INFRASTRUCTURE PLAN

Future development shall bear a proportionate cost for facilities and infrastructure necessitated by the development in order to maintain adopted levels of service and standards.

POLICY 8.1.2.1: FUTURE TRANSPORTATION IMPROVEMENTS TO BE IN ACCORD WITH DEVELOPMENT

The city shall maintain the mobility fee program to address the infrastructure needs of all modes of transportation including pedestrian, cycling, transit, and roadway infrastructure throughout the city. The funding mechanism used by the city shall base the fees on a proportionate share funding methodology to ensure that required mitigation is proportionate to the development's transportation impact and will be used to finance multi-modal projects that will allow the city to achieve the quality of service standards indicated in the Transportation element.

POLICY 8.1.2.2: RECREATION IMPROVEMENT FUND

The city shall continue to enforce the city's recreation impact fee which shall require that new development pay pro-rata for recreational land and facility needs generated by the respective development.

Policy 8123: FLOODING OF TOHO WATER AND WASTEWATER BY THE VARIOUS OPERATIONS

The Toho Water Authority assesses new development for water and wastewater facilities in projects necessitated by the respective development. The land development regulations shall incorporate performance criteria assuring that all new development provide water and wastewater in projects meeting adopted levels of service standards.

Policy 8124: FLOODING OF TOHO WATER AND WASTEWATER BY THE VARIOUS OPERATIONS

The City shall continue to require new development to pay its fair share of the costs associated with stormwater management for their development whether through the installation of in projects or other means. However, development in the following described downtown area shall be exempted from this requirement:

All of Blocks 10 through 14, Blocks 17 through 21 and Block 26 and the abutting streets, avenues and alleys thereof according to the South Florida Railroad Company's Plat of the Town of Kissimmee within Osceola County, Florida, also not 4 of Block 11 and all of lots 2 and 3 of Block I of the Patricia's addition to Kissimmee within Osceola County, Florida, and all of Johnston's and Preatts subdivisions of lots 1 and 4 of Block I of said Patricia's addition and abutting streets, avenues and alleys thereto.

OBJECTIVE 813: FLOODING OF VARIOUS OPERATIONS

The City shall manage fiscal resources to ensure provisions of needed capital in projects for previously issued development orders and for future development and redevelopment.

Policy 8131: VARIOUS BUILDING OF PUBLIC FACILITIES

The City shall include an adequate facilities requirement as part of the land development regulations.

The adequate facilities ordinance shall mandate that future applications for development shall comply with the levels of services for the water and wastewater systems, solid waste systems, stormwater management, recreation, and the transportation systems. Prior to issuing a building permit the City shall render a finding that the proposed development shall be served with each of the above cited facilities with a level of service at least equal to the level of service stipulated in Policy 8141 of this element.

POLICY 8132: DEBT LIMITATION

In providing general fund capital improvements, the city shall limit the amount of outstanding general obligation indebtedness to no greater than 20 percent of the property tax base. The city shall also restrict the issuance of revenue bonds to 125 times the revenue bond debt.

POLICY 8133: CAPITAL IMPROVEMENT PROGRAM

The city shall prepare and adopt a five-year capital budget and annual budget as part of its budgeting process.

POLICY 8134: FINANCIAL COORDINATION

The city shall coordinate with Osceola County and the city of Titusville to develop a financially feasible program as provided in local ordinances.

POLICY 8135: FINANCIAL INVESTMENT PORTFOLIO AND FINANCIAL LOAD IMPROVEMENTS

Load improvements required to correct existing deficiencies in current levels of service are identified in the *Existing Quality Level of Service Map* in the Transportation Element. Pedestrian, bicycle, and transit improvements required to meet adopted multimodal quality of service standards ~~within the multimodal Transportation District are identified in the Transportation Element of the Comprehensive Plan and in the Data Inventory and Analysis stipulated in Policy 8141 of the Element.~~ The city shall consider financing these improvements through:

- tax increment financing
- special assessments
- local option gas tax
- revenue sharing funds
- ~~co-unit, co-unit, development, development, block, Block, grant, grant~~ funds
- other measures which may be made available in the future through state and federal categorical grants or
- all other available techniques

Policy 8136: Funding Allocation TO Public Water Utility Districts

Existing deficiencies in the water management system shall be allocated by scheduled investments funded through the sales tax funds or other revenues.

Policy 8137: Public Water Utility Districts

The City shall pursue available grants such as the Community Development Block Grant Fund, public facility revolving loan programs administered through the Department of Environmental Protection, the Florida Forester Program, acquisition program and other public or private grants, and other programs in order to finance the provisions of needed capital investments.

Objective 814: Development of Environmental Protection Programs

Decisions regarding the issuance of development orders, building permits, certificates of occupancy and other applicable permits shall be consistent with goals, objectives and policies of the respective Comprehensive Plan elements, the rules adopted and development code, the requirements for adequate public facilities meeting stated levels of service criteria.

Policy 8141: Use of Environmental Standards

The City shall use the following CO standards in reviewing the impacts of new development and redevelopment upon public facilities:

1. Potable water and wastewater consumption and generation rates are provided as the established CO for these public facilities and are reflected below:

Table 8-1: LOS Potable Water and Wastewater

Type of Establishment	Gallons Per Day (GPD)	
	Water	Wastewater
Commercial		
Mini-unit commercial	300	300
Barbershops and beautyshops per workstation	100	100
Dentist offices (includes orthodontists and oral surgeons)	250	250
Per doctor/dentist or hygienist if no dentist present dental office utilizing water conservation systems	250	250
Per nurse/technician/administrative	20	20
Lab and testing areas per square foot	0.2	0.2
Doctor Office (Includes Medical Clinics)		
Per doctor	250	250
Per nurse/technician/administrative	20	20
Lab and testing areas per square foot	0.2	0.2
Food Service Operations		
1. Ordinary restaurant per seat		
a. 3 meal periods/day	30	30
b. 2 meal periods/day	25	25
c. 1 meal period/day	15	15
2. Restaurant- free-standing high-rise commercial or tourist commercial tower dining per seat		
a. 3 meal periods/day	50	50
b. 2 meal periods/day	30	30
c. 1 meal period/day	20	20
3. Franchise fast food restaurants per seat (excludes fried chicken franchises)		
4. Franchise fried chicken eat-in/take-out per seat	40	40
5. 24-hour restaurant per seat added to 1-4		
6. Sandwich shop combination dine-in/carry-out (includes fried and grilled foods) as ordinary restaurant	as ordinary restaurant	as ordinary restaurant
7. Pizzeria carry-out/deli (includes restaurants with seating)		
8. Bar and cocktail lounge per seat	10	10
9. Drive-in restaurant per space		
10. Carry-out or drive thru restaurant service (includes restaurants with seating)		
a. Mini-unit	300	300
b. Per square foot	0.5	0.5
As addition to ordinary restaurant per square foot	0.5	0.5

Type of Establishment	Gallons Per Day (GPD)	
	Water	Wastewater
1 Inner theater per seat per show exclusive of an ancillary services such as retail and/or al care etc	10	10
2 Ice cream shop donut shop bakery shop note: food not made on site stores restricted solely to retail sale of food specialty and no meals served		
a Initial	300	300
b Per square foot of floor space	0.25	0.25
3 Food specialty shops such as bakery shops and donuts shops which produce products on site note: restricted to retail sales no wholesale services and no meals served		
a Initial	300	300
b Per square foot of floor space	0.5	0.5
4 Catering operations: to be evaluated individually depending on specific operations		
Hotels and Motels		
1 Ordinary motel or hotel sleeps a unit of four per room	120	135
2 Suite motel or hotel		
Room occupancy a unit 5-6 per room	180	202.2
Room occupancy a unit 7-8 per room	240	270
Room occupancy exceeds 8 additional per occupant	28	310.5
Additional for kitchenettes per room	40	45
Additional for refrigerator and hot plates per room	16	18
3 Eating and/or banquet rooms per seat	4	40.5
Note: Motel/hotel facilities such as cocktail lounges shops offices recreational facilities etc which are not for the exclusive use of the guests will be assessed separately in accordance with this section		
Laundries, Self-Service		
Per machine regular	300	300
Per machine 50 lbs or greater	400	400
Note: Flow may be calculated based on providing manufacturer's specifications on water use/load and substantiated documentation on loads/machine/day		
Laundries, Commercial		
Initial per machine	400	400
Note: Flow will be calculated based on manufacturer's specifications on water use/load and documented on loads/machine/day		
Office buildings per 100 square feet	15	15
Retail Sales general exclusive of food services, laundries, and other commercial services outlined herein		
For a single business:		
1 0-50,000 square feet square feet- per square foot	0.1	0.1

Type of Establishment	Gallons Per Day (GPD)	
	Water	Wastewater
1 50,001-100,000 square feet- per square foot	0.075	0.075
2 greater than 100,000 square feet per square foot	0.05	0.05
Service Stations		
1 Fuel and oil sales only		
Per plumbing fixture for human waste	150	150
Per employee	20	20
2 Maintenance facilities (add on to fuel and oil sales)		
Per service bay	100	100
Per employee	20	20
Shopping Centers, see retail		
1 Stadium/sports track/soccer fields per seat	4	40.5
Stores, see retail		
Theatres		
Indoor auditoriums per seat	4	40.5
Outdoor drive-ins per space	4	40.5
Travel Trailer/Recreational Vehicle Parks		
1 Spaces without water and sewer hookups per space	50	50
2 Spaces with water and sewer hookups per space	100	100
Industrial		
Factories, exclusive of industrial or process wastewater		
1 Per employee per shift	20	20
Add for showers	15	15
Add for cafeteria	5	5
2 Industrial waste shall be calculated as to quantity and strength by the developer's engineer and submitted for approval		
3 Light industrial/retail centers- same as general retail		
4 Warehouses- per sanitary plumbing fixture (toilet/urinal/shower/etc)	150	150
Institutional		
Churches		
Sanctuary per seat	20.4	20.7
Note: administration offices/daycare facilities/schools/etc will be assessed separately		
Hospitals		
Rooms per bed	150	150
Food service per seat	30	30

Type of Establishment	Gallons Per Day (GPD)	
	Water	Wastewater
Outpatient and administrative services per square foot of floor space	0.2	0.2
Nursing, Rest Homes, Care Facilities		
Per patient/resident	100	100
Per staff member per shift	20	20
Public Institutions (Correctional Facilities)		
Per patient/inmate	100	100
Per staff member per shift	20	20
Schools per student		
Primary	40.8	50.4
Boarding-school	100	100
Showering and bathing facilities public per person	10	10
Residential		
Residences		
1 Single family detached	255	276
2 Attached: multifamily apartment and single family residential duplex, triplex, quadplex, etc. per unit per bedroom		
1st bedroom	127.5	138
After 1st bedroom	64	69
3 Mobile home double-wide per unit	255	276
4 Mobile home single-wide per unit	191	207
5 Retirement community unit - restricted qualified housing for older person under Department of Housing and Urban Development rules	153	166
Note: In residential units of less than three bedrooms a den will be counted as a bedroom		
Potable water pressure shall be provided at no less than 40 pounds per square inch at service lines		

The areas of the city served by central potable water facilities shall meet the following levels of service standards for potable water supply:

Potable Water and Wastewater Supply Standards (gallons per day - gpd)		Tohopekaliga Water Authority
Residential	96 gpd per capita	
Hotel/Motel	120 gpd per room	
Commercial	0.1 gpd per gross square foot of floor area	
Public or Private Schools	4.8 gpd per student	
Operational Standard		
Fire and Life Tests	98% of the available permitted capacity and minimum 20 PSI pressure will be maintained during fire flow conditions	

2. Solid Waste:

a. 51 pounds per person per day

3. Stormwater Management:

a. The following level of service standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development prior to the issuance of a development permit:

i. Limit the allowable stormwater peak discharge detained from a site to be developed or altered to the pre-development or pre-alteration peak discharge for the 10-year frequency 72-hour duration storm retention/detention ponds for all sites greater than ten acres total area shall have a minimum of one foot freeboard

ii. Limit velocities in an open system to a maximum of 3 feet/second or less for the 10-year storm

iii. Roadway stormwater management system shall be designed for the 10-year storm event utilizing the Florida Department of Transportation Rainfall Intensity curves

iv. The design storm frequency to be utilized for the design of a permanent stormwater management shall be the 10-year

Water quality - Detention for the first inch of runoff or the total runoff of 2.5 inches times the percent of imperviousness which ever is greater. Reductions in the above columns of 25% and 50% for detention and retention respectively can be applied when conditions permit. Industrial zoned projects shall provide at least 1/2 inch detention or retention treatment as part of the required retention/ detention.

ii Incorporate a floodplain management standard which requires that no net reduction occurs in flood storage e.g. 100-year flood for an development within the impacted area.

iii The land development code shall continue to include and/or retention and/or detention of storm water discharge from developed or altered sites per Chapter 62-25 Florida Administrative Code.

4. Recreation standards for place needs:

a. 5 acres per 1,000 residents

5. Transportation standards:

The City of Kissimmee hereby adopts CO for the peak hour for major thoroughfares arterials and collectors except those major thoroughfares located in the Multimodal Transportation District. CO is hereby adopted for the peak hour for major thoroughfares within the Multimodal Transportation District. Objective 2.1.2 of the Transportation Plan identifies mobility strategies for implementation if a roadway fails to meet the adopted quality of service standard.

a. Citywide requirements

The following standards shall be applied on a citywide basis:

- i. Provide for the continuation and expansion where feasible of the street grid to promote connectivity and provide pedestrian conditions and increase access to transit.
- ii. Inside the CO roadways expansions to add lanes shall be supported only if pedestrian and bicycle facilities are part of the improvement or new lanes will be dedicated for transit service. retrofits of roadway expansions to add lanes for areas outside the CO also shall consider pedestrian, bicycle, and pedestrian enhancements.

iii) Enhance pedestrian, bicycle, and transit conditions using a complete streets approach to site design and development

- Complete streets are designed to enable safe access for all users including pedestrians, bicyclists, transit riders, and motorists of all ages and abilities

iv) Provide gaps in the pedestrian/sidepath system to facilitate access to services and facilities

v) Implement traffic study procedures for proposed development outside the MDT that address the needs of a multimodal transportation system. The required traffic study methodologies and development review shall at a minimum evaluate:

- the need for road or intersection improvements
- access to existing or proposed transit services including the provision of on-site transit infrastructure
- the need for pedestrian or bicycle network improvements
- pedestrian and bicycle cross access between sites
- the need for complete street treatment and
- the potential for access to the hinge green trail

vi) All new development consisting of residential and non-residential must include sidepaths on both sides of local, collector and arterial streets. All new development adjacent to a bicycle route identified in the City of Kissimmee Bicycle and Pedestrian Master Plan shall be required to provide bike racks which tie into the bicycle lane network

vii) The City shall identify funding sources for any bicycle and pedestrian projects within the Five-Year schedule of Capital Improvements. Projects may include those identified in the City of Kissimmee Bicycle and Pedestrian Master Plan and may be funded with developer contributions. The City shall annually assess progress toward the construction of bicycle and pedestrian improvements

viii) The City shall review and update the land development code to include recommendations identified in the City of Kissimmee Bicycle and Pedestrian Master Plan

ix) The City shall continue to coordinate with [the Florida Department of Transportation \(FDOT\)](#) and Osceola County to add additional transit service and improve service to achieve a citywide OOD along the transit network

b Areas ~~within~~ within one-half mile of ~~the existing and proposed~~ Transit stations

The following standards will be applied to areas within one-half mile of an existing or proposed Transit station including the multimodal center which is subject to OT policies

- i The OT will coordinate with Osceola County Florida Department of Transportation ~~FOT~~ and other agencies on the location and development of Transit stations to support the investment in transit infrastructure
- ii The OT will develop a forum for station-area planning and integrating land use and transportation planning to improve mobility and foster community involvement in the location and design of stations
- iii The OT shall adopt urban form standards in the and development code to define development patterns that promote pedestrian and transit activities and create a more walkable environment in OT to the station. Items to be addressed include the placement and design of parking, safe, comfortable and convenient pedestrian access to the station, balance and OT of uses, and safe and protected bicycle parking

c Areas within one-quarter mile of existing and proposed Transit routes

The OT shall establish the following types of standards in the and development code to be applied to areas within one-quarter mile of existing and planned Transit routes:

- i Require new development including redevelopment to provide direct and convenient pedestrian and bicycle access to sidewalks and bus stops and provide marked crossings from the stop or sidewalk to the building's front door
- ii Require an adequate number of appropriately designed bicycle facilities on site and at bus stops
- iii Work with developers or community groups to provide and maintain bus stop shelters with seating, lighting, and transit service information

d Public Transportation quality of service standard

The OT of issuance hereby adopts a transit quality of service standard within the OT achieving this improved quality of service is high

dependent on coordination with the Florida Department of Transportation (FDOT) and other external agencies and the ability to secure funding for capital and operational improvements. The current quality of service of the O is - the improvements such as the Sunrail commuter rail service, downtown multi-modal center, and local circulator service have been completed in furtherance of the goal to improve the O. Via additional improvements such as the development of a transit service in the 192/Vine Street corridor and construction of supportive transit infrastructure, there is the potential to improve the O of the transit network to a standard by 2030 and a B standard by 2040. ~~Assuming the implementation of Sunrail commuter rail service, the completion of the downtown multi-modal center, development of premium transit service in the 192/Vine Street corridor, creation of a local circulator service, and construction of supportive transit infrastructure, the city can improve the quality of service of the transit network to a standard by 2030 and a B standard by 2040.~~ The current O is - Transit supportive land use strategies, particularly downtown and along the Vine Street corridor, also contribute to achieving these standards.

e. Bicycle and Pedestrian Quality of Service Standard

The City of Mississauga adopts pedestrian and bicycle quality of service standards within the T. Through public and private investments, the City shall improve the quality of service of the pedestrian and cycling networks to a standard by 2030 and a B standard by 2040. The current O is and for pedestrian and cycling networks respectively.

Policy 814.2: Transit Facilities Ordinance

The City shall issue no development order for new development which would be inconsistent with Objective 814. The City shall continue to include an adequate facilities requirement as part of the land development code. The adequate facilities ordinance shall mandate that future applications for development shall comply with the levels of service for the water and wastewater systems, solid waste systems, stormwater, recreation, and the multi-modal transportation system. Prior to issuing a certificate of concurrence, the City shall render a finding that the proposed development shall be served with each of the above cited facilities with a level of service at least equal to that level of service stipulated in Policy 814.1 of this element. Any required improvements shall be in place in a manner consistent with Objective 814 of this element.

OBTTIV 815: OOIT OPP PITIP OVOT P

For capital improvement projects the city is committed to provide the necessary public facilities and services in accordance with the ~~five~~five-year~~year~~ capital-improvement ~~improvement~~ plan. The city will satisfy the concurrency requirements by complying with the standards established in this plan. This objective shall be implemented by the following policies:

- 1 Does the proposed action contribute to an existing condition of public hazard?
- 2 Does the proposed action exacerbate an existing condition of public facility capacity deficits as described in the Transportation Public Facilities and/or Recreation and Open Space Elements?
- 3 Does the proposed action generate public facility demands that may be accommodated by capacity increases planned in the Five-Year Schedule of Capital Improvements?
- 4 Does the proposed action conform with the future land uses designated on the Future Land Use Map within the Future Land Use Element?
- 5 Does the proposed action conform with and accommodate public facility demands based on the adopted level of service standards contained herein?
- 6 If the proposed action requires that any public facilities be provided by the applicant, shall the applicant demonstrate that funds shall be available acceptable to the applicant and no project requiring a capital improvement shall be approved by the applicant unless the applicant's mission approves the funding for the subject project prior to the project approval?
- 7 Does the proposed action impact facility plans of any state agencies or facility plans of the South Florida Water Management District?

OBTTIV 815: OOIT OPP PITIP OVOT P

For capital improvement projects the city is committed to provide the necessary public facilities and services in accordance with the ~~five~~five-year~~year~~ capital-improvement~~improvement~~ ~~plan~~plan. The city will satisfy the concurrency requirements by complying with the standards established in this plan. This objective shall be implemented by the following policies:

POSS 8151: CAPITAL IMPROVEMENT PROGRAM

The capital improvement element and the ~~five-year schedule~~ schedule of capital-improvements-improvements are financially feasible and will be reviewed on an annual basis.

POSS 8152: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

The five-year schedule of capital improvements includes both necessary facilities to maintain the adopted level of service standards to serve the new development and the necessary facilities required to eliminate the portion of existing standards. The Five-year schedule of capital improvements also includes the estimated years of funding and the funding source will occur on an annual basis.

POSS 8153: FUNDING PLAN

The funding system is realistic, financially feasible, and based on currently available revenue sources which are adequate to fund the public facilities required to serve the development authorized by the development order and development permit and that the required public facilities will be provided by the capital improvement program or by the developer will occur on an annual basis.

POSS 8154: IMPROVEMENT PLAN

The city of Mississauga shall implement this plan and other local development regulations in conjunction with the ~~completion of the~~ and development code. The city will ensure that development orders and permits are issued in a manner that will assure that the necessary public facilities and services will be available to accommodate the impact of that development.

POSS 8155: AVAILABILITY OF SERVICES OR FACILITIES

In determining the availability of services or facilities, a developer shall propose and the city shall approve development in stages or phases so that facilities and services needed for each phase will be available in accordance with the standards required by this ~~comprehensive~~ comprehensive plan. Procedures for development phasing will be included in the development code.

OBJECTIVE 816: OBJECTIVE TO MAINTAIN THE CAPITAL IMPROVEMENT PROGRAM

The capital improvements element shall be reviewed on an annual basis in order to ensure the required fiscal resources are available to provide adequate public facilities needed to support future land uses consistent with adopted level of service standards.

This annual review shall be the responsibility of the City Manager. Findings and recommendations of the City Manager shall be considered by the City Commission at a public meeting. At such time the City Commission shall take action as it deems necessary in order to refine/update the ~~capital~~ capital ~~investment~~ investment ~~elements~~ element.

PO 8161: PITIP OV T T V TIO

The monitoring and evaluation procedure shall incorporate the following considerations:

- a. Data update and refinement. Determine if any corrections, updates and/or modifications should be undertaken. Such considerations shall include but not necessarily be limited to the following:
 - Estimated costs
 - Revenue sources
 - Recently constructed capital investment
 - Modifications
 - Scheduled dates of investment projects
- b. Consistency. Determine whether changes to the capital investment element are necessary in order to maintain consistency with other elements of the Comprehensive Plan.
- c. Indications of scheduled Master Plans. The five-year schedule of investment shall be updated as necessary in order to reflect new projects identified in the proposed investment plans for stormwater management and transportation investment.
- d. Priority of scheduled investment. The cited investment plans for transportation and stormwater management shall assess existing deficiencies and recommend a schedule of priorities for public investment.
- e. Capital Investment Evaluation Criteria. Annually, the City Manager or ~~his~~ their designated representative shall review the criteria used to evaluate capital investment projects in order to insure the projects are

ranked in their appropriate order of priority and incorporate any needed changes in order to upgrade and facilitate the evaluation process.

- f. Level of Service Standards—Annually the City Manager shall evaluate the City's effectiveness in maintaining the adopted level of service standards and recommend any needed action to address problem areas.
- g. County, State and Regional Intergovernmental Programs—The City Manager shall annually review the effectiveness of program coordination in resolving multi-jurisdictional issues surrounding the plans and programs of County, State and Regional agencies, as well as private entities that provide public services within the City's jurisdiction. For instance, consider the effectiveness of intergovernmental coordination surrounding intergovernmental agreements along County and State roads, progress in extending intergovernmental agreements to water and wastewater service areas within the unincorporated areas and other similar infrastructure intergovernmental agreements needed.
- h. Private Sector Intergovernmental Agreements or Fees In-Lieu Thereof—The City Manager shall evaluate the effectiveness of provisions requiring landowner dedications or fees in lieu thereof, as well as progress toward incorporating other programs for assessing new development a pro-rata share of the intergovernmental costs generated by the respective developments.
- i. Impact of Other Jurisdictions in Maintaining Level of Service Standards—The City Manager shall evaluate the level of service intergovernmental agreements of extended central water and wastewater service within unincorporated areas, area-wide transportation intergovernmental agreements and stormwater management intergovernmental agreements, as well as area wide solid waste systems intergovernmental agreements which may be required to maintain levels of service standards.
- j. Outstanding Indebtedness—Annually the City Manager shall prepare a report on outstanding indebtedness which shall be included in the annual budget presentations to the City Council.
- k. Grants—The City Manager shall evaluate efforts made to secure available grants or private funds in order to finance the provision of capital intergovernmental agreements.
- l. Fiscal Management—The City Manager shall evaluate the City's progress in finding effective funding mechanisms for providing road and

n. The date of the schedule of investments. The manager shall review the company's success in implementing the five-year capital investment program and refine the schedule to include any new projects required to support an development on an annual basis.

- Table 8-5: Long-Term Capital Investments FY 2013-2025: Bicycle Pedestrian Transit

Table 8-2: Five-Year Schedule of Capital Improvements

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Transportation								
Public Works Engineering	Traffic Operations Gas Tax	Traffic Signal Thacher/Patrick	0	500,000	0	0	0	500,000
Public Works Engineering	Traffic Operations Sales Tax	Traffic Signal Oak/Thacher	0	0	0	500,000	0	500,000
Public Works Engineering	Road Improvements Gas Tax	Neighborhood Street Light Infill Program	10,000	10,000	10,000	10,000	10,000	50,000
Public Works Engineering	Road Improvements Gas Tax	Retune Road Median Improvements	450,000	0	0	0	0	450,000
Public Works Engineering	Road Improvements Gas Tax	West Oak Street Improvement at John Young Parkway Construction	0	150,000	0	0	0	150,000
Public Works Engineering	Road Improvements Gas Tax	Intelligent Transportation System	50,000	50,000	50,000	50,000	50,000	250,000
Public Works Engineering	Road Improvements Gas Tax	Kenneth Lane Improvements	300,000	0	0	0	0	300,000

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Public Works Engineering	Engineering Sales Tax	Neighborhood Improvement Program	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Public Works Engineering	Utility Fee	Hoagland Boulevard: 192/roll street	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000
Public Works Engineering	Utility Fee	Per/Ball road Traffic Signal	\$0	\$300,000	\$0	\$0	\$0	\$300,000
Sub-Totals			\$3,360,000	\$1,060,000	\$110,000	\$610,000	\$110,000	\$5,250,000
Stormwater Management								
City-Vine street		Beautification and Water Project	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Sub-Totals			\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Parks and Recreation								
Parks and Recreation	Parks	Fortune Road Pond Operation	\$0	\$0	\$0	\$8,000	\$0	\$8,000
Parks and Recreation	Parks	Baseball court resurface	\$0	\$39,000	\$0	\$0	\$39,000	\$78,000
Parks and Recreation	Parks	Tennis court resurface	\$0	\$0	\$58,000	\$0	\$0	\$58,000
Parks and Recreation	Parks	sidewalk replacement	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Parks and Recreation	Parks	Hockey rink Boards	\$30,000	\$0	\$0	\$0	\$0	\$30,000

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Parks and Recreation	Parks	Baseball dugout canopy	0	0	40,000	0	0	40,000
Parks and Recreation	Parks	Oak Street Tennis windbreaks	7,000	0	0	0	0	7,000
Parks and Recreation	Parks	Soccer Field Fence windbreak	13,000	0	6,500	0	0	19,500
Parks and Recreation	Parks	Light Tower	0	15,000	0	0	0	15,000
Parks and Recreation	Parks	Crash Pad resurfacing	48,000	0	0	0	0	48,000
Parks and Recreation	Parks	Backstop/Fence repair	0	0	150,000	125,000	0	275,000
Parks and Recreation	Parks	Court Fencing/Safety net	0	0	0	50,000	0	50,000
Parks and Recreation	Parks	Baseball Court Fencing	0	0	0	0	30,000	30,000
Parks and Recreation	Aquatics	Main Pool	0	2,500	0	0	0	2,500
Parks and Recreation	Aquatics	Funbrella canopy net	0	0	4,600	0	0	4,600
Parks and Recreation	Aquatics	Pool float slide	0	0	20,000	0	0	20,000
Parks and Recreation	Aquatics	Slide Railings/Platform	18,000	0	0	0	0	0
Parks and Recreation	Aquatics	Safety surface	0	6,000	0	0	0	0

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Parks and Recreation	Parks and Recreation	Floor						
Parks and Recreation	Parks and Recreation	Fortune Road Shade Structure	0	0	38,000	0	0	38,000
Parks and Recreation	Parks and Recreation	Fitness Room Model	0	0	12,000	0	0	0
Parks and Recreation	Parks and Recreation	Canaster Branch Park	0	0	1,000,000	3,000,000	4,500,000	8,500,000
Parks and Recreation	Parks and Recreation	Overlook for Bike Trail/Bird Watch	0	0	0	200,000	0	200,000
Parks and Recreation	Parks and Recreation	Marlborough Recreation Center	0	0	200,000	2,000,000	0	2,200,000
Parks and Recreation	Parks and Recreation	Brea Water Improvement	0	150,000	150,000	0	0	300,000
Parks and Recreation	Parks and Recreation	Pavilion	0	40,000	50,000	0	0	90,000
Parks and Recreation	Parks and Recreation	Berlin's Community House	2,000,000	0	0	0	0	2,000,000
Parks and Recreation	Parks and Recreation	Chingle Creek Regional Trail Land Acquisition	150,000	150,000	100,000	0	0	400,000
Parks and Recreation	Parks and Recreation	Chingle Creek Regional Trail Construction	100,000	100,000	100,000	0	0	400,000
Parks and Recreation	Parks and Recreation	Canaster Branch Park	0	0	0	50,000	0	50,000

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Parks and Recreation	Parks and Recreation	Millough Playground	0	20,000	0	0	0	20,000
Parks and Recreation	Parks and Recreation	Canaster Ranch Park	0	0	0	500,000	0	500,000
Parks and Recreation	Parks and Recreation	Fortune Road Bleachers Shade Canopy	0	0	150,000	0	0	150,000
Parks and Recreation	Parks and Recreation	Marburbin Park Gate Area	0	0	75,000	0	0	75,000
Sub-Totals			\$2,371,000	\$527,500	\$2,159,100	\$5,938,000	\$4,574,000	\$15,633,600
Sanitation								
Public Works Engineering	Public Works Engineering	Baffle Box	60,000	60,000	60,000	60,000	60,000	300,000
Public Works Engineering	Public Works Engineering	Master Water Model	150,000	150,000	150,000	150,000	150,000	750,000
Public Works Engineering	Public Works Engineering	Hill Street Phase 3 Drainage Project	0	500,000	0	0	0	500,000
Public Works Engineering	Public Works Engineering	Foodside Drainage	350,000	0	0	0	0	350,000
Public Works Engineering	Public Works Engineering	Water Treatment Plant Improvement	0	150,000	150,000	150,000	150,000	600,000
Sub-Totals			\$560,000	\$860,000	\$360,000	\$360,000	\$360,000	\$2,500,000
Facilities Maintenance								

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Public Works Engineering	Facilities Maintenance	Hallway Parking Conditioning	\$45,000	0	0	0	0	\$45,000
Public Works Engineering	Facilities Maintenance	Roof Replacement	80,000	0	0	0	0	80,000
Public Works Engineering	Facilities Maintenance	Public Center Concession Plumbing	0	0	0	25,000	0	25,000
Public Works Engineering	Facilities Maintenance	Public Center Tile Replacement	20,000	0	0	0	0	20,000
Public Works Engineering	Facilities Maintenance	Bob Adams Quatic Center Parking Lot Resurface	0	0	30,000	0	0	30,000
Public Works Engineering	Facilities Maintenance	Public Center Water Fountain	2,500	0	0	0	0	2,500
Public Works Engineering	Facilities Maintenance	Oak Street Parking Lot Resurface	20,000	0	0	0	0	20,000
Public Works Engineering	Facilities Maintenance	Oak Street Flooring	68,300	0	0	0	0	68,300
Public Works Engineering	Facilities Maintenance	Hallway Parking Lot Surface	0	10,000	0	0	0	10,000
Public Works Engineering	Facilities Maintenance	Hallway Parking Water Fountain	2,500	0	0	0	0	2,500
Public Works	Facilities	Fortune Road	10,000	0	0	0	0	10,000

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Public Works Engineering	Maintenance	Water Fountain						
Public Works Engineering	Facilities Maintenance Sales Tax	Rose Hill Water Paving/Road Improvements	\$112,100	\$0	\$0	\$0	\$0	\$112,100
Public Works Engineering	Facilities Maintenance Sales Tax	Facilities Loan	\$600,000	\$0	\$0	\$0	\$0	\$600,000
Sub-Totals			\$960,400	\$10,000	\$30,000	\$25,000	\$0	\$1,025,400
Airport								
Airport	Airport	Comprehensive Airfield Security - Construction Phase II FDOT	\$475,504	\$0	\$0	\$0	\$0	\$475,504
Airport	Airport	Comprehensive Airfield Security - Construction Phase II Airport	\$118,900	\$0	\$0	\$0	\$0	\$118,900
Airport	Airport	Foreign Object Damage Prevention Airport	\$0	\$20,000	\$0	\$0	\$0	\$20,000
Airport	Airport	Secondary Weather Station - FDOT	\$128,000	\$0	\$0	\$0	\$0	\$128,000

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Airport	Airport	Secondary Weather Station - Airport	\$32,000	\$0	\$0	\$0	\$0	\$32,000
Sub-Totals			\$754,404	\$20,000	\$0	\$0	\$0	\$774,404
TOTAL CITY-FUNDED CAPITAL PROJECTS			\$8,505,804	\$2,977,500	\$3,159,100	\$7,433,000	\$5,544,000	\$27,683,404

Source: City of Kissimmee FY 2020-2021 to FY 2024-2025 Five Year Approved Capital Budget.

Table 8-3: Tohopekaliga Capital Improvements Plan

Projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Asset Management Program (AMP)						
Force Main Air Release Valve Maintenance Program	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Plastic Pipes Directional Bore	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Large Meters	\$120,000	\$120,000	\$100,000	\$100,000	\$100,000	\$540,000
Roofing Replacement Multiple Locations	\$265,000	\$0	\$150,000	\$0	\$150,000	\$565,000
Water Services Tanks	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
Lift Station Rehab - Toho 111	\$125,000	\$125,000	\$125,000	\$180,000	\$125,000	\$680,000
Force Main Air Release Valve Maintenance Program	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Potable Water Connections - Toho III	\$0	\$0	\$700,000	\$0	\$350,000	\$1,050,000
Potable Water Connections - Toho I	\$570,000	\$570,000	\$0	\$0	\$0	\$1,140,000
Cross Connection Control Backflow Units	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
Potable Water Connections - Toho IV	\$0	\$0	\$700,000	\$350,000	\$350,000	\$1,400,000
Lift Station Rehab - Toho IV	\$375,000	\$420,000	\$250,000	\$250,000	\$250,000	\$1,545,000
Sanitized - Intercession Unit - South 1792	\$0	\$0	\$2,204,000	\$0	\$0	\$2,204,000
Lift Station Rehab - Toho I	\$680,000	\$500,000	\$625,000	\$500,000	\$500,000	\$2,805,000
Organization Replacement Vehicles	\$585,000	\$2,210,000	\$1,680,000	\$1,850,000	\$1,545,000	\$7,870,000
Sub-Totals	\$3,345,000	\$5,070,000	\$7,159,000	\$3,855,000	\$3,995,000	\$24,424,000
AM-WIFIA						
Collection System Lining Sealing	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$575,000
Water Rehab - Hill Street	\$748,000	\$0	\$0	\$0	\$0	\$748,000
Collection System Lining Sealing	\$365,000	\$365,000	\$365,000	\$365,000	\$365,000	\$1,825,000
1/1 Rehab - Toho III	\$600,000	\$600,000	\$600,000	\$600,000	\$400,000	\$2,800,000
Force Main Rehab Program	\$4,089,000	\$1,500,000	\$1,500,000	\$500,000	\$500,000	\$8,089,000

Projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
1/1 Rehab - Toho IV	2,750,000	2,750,000	2,750,000	2,750,000	1,750,000	12,750,000
Lee's Lagoon Inspection & Rehab	2,840,000	4,260,000	4,260,000	1,420,000	1,420,000	14,200,000
I/I Rehab - Toho I	2,750,000	4,750,000	3,750,000	3,750,000	2,450,000	17,450,000
Sub-Totals	14,257,000	14,340,000	13,340,000	9,500,000	7,000,000	58,437,000
Alternative Water Supply (AWS) Projects						
Gravitational Water Installation - Oahurst-Judge Falls Project	0	1,540,000	0	0	0	1,540,000
Toho/Poinciana Additional Connection Hoagland Blvd 16"	540,000	2,700,000	0	0	0	3,240,000
Water Tunnel - Short to Intermediate Term	50,000	2,857,000	0	0	2,000,000	4,907,000
Process Water Potable Water Trans Phase 1- Water Heeling	0	0	0	1,900,000	9,460,000	11,360,000
Indirect Potable Reuse - 160 acre site P&P Project	2,815,000	17,080,000	4,160,000	0	0	24,055,000
Process Water 15 Wells-TP & associated Pipeline	0	0	0	2,700,000	22,400,000	25,100,000
Judge Falls Reservoir Improvement	6,531,000	13,856,000	8,789,000	12,000,000	0	41,176,000
Sub-Totals	9,936,000	38,033,000	12,949,000	16,600,000	33,860,000	111,378,000
IT & AMI Infrastructure Projects						
Hydroguard Meters	100,000	105,000	111,000	118,000	126,000	560,000
Hydro-merged Infrastructure	0	0	200,000	200,000	200,000	600,000
Customer Service Clara One/PPP	128,000	165,000	205,000	250,000	266,000	1,014,000
Smart Meter Technology Project	250,000	412,000	424,000	437,000	449,000	1,972,000
Remote Disconnect Meters	0	500,000	500,000	500,000	500,000	2,000,000
TR Upgrade	1,074,000	1,074,000	1,074,000	1,046,000	809,000	5,077,000
Smart Meters	1,835,000	1,910,000	207,000	2,129,000	2,260,000	10,141,000
Smart Meter Water Meters	2,479,000	2,581,000	2,712,000	2,874,000	3,051,000	13,697,000

Projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Sub-Totals	\$5,866,000	\$6,747,000	\$7,233,000	\$7,554,000	\$7,661,000	\$35,061,000
Line Improvements & Extensions						
Water Interconnection II Utilities - TTPs Grades	0	0	0	0	500,000	500,000
30th Street Intersection - Fortune Intersection	0	0	0	2,000,000	0	2,000,000
Poinciana Area - Village 7 Neighborhood 2 Utilities Construction	3,037,000	0	0	0	0	
Westside 24th Street - Stonebrook - Booster Station - Sizing	2,175,000	1,565,000	0	0	0	3,740,000
24th Street - Main - Fells - One - Rails - R	3,900,000	0	0	0	0	3,900,000
F - - - - Tension - - - - Offsite	0	0	10,918,000	0	0	10,918,000
Sub-Totals	9,112,000	1,565,000	10,918,000	2,000,000	500,000	24,095,000
Plant Reinvestment or Expansion						
Stationary - - - - Emergency - - - - Generators or Backup - Toho IV	125,000	125,000	125,000	0	0	375,000
Water Main Relocation - - - - TP	500,000	0	0	0	0	500,000
Warehouse Automation - - - - Expansion	0	250,000	250,000	0	0	500,000
Wetlands Effluent Line	0	500,000	0	0	0	500,000
Odor Control Bio-Filter - - - - 86	585,000	0	0	0	0	585,000
Aerobic Diffusers - North Treatment Basin	600,000	0	0	0	0	600,000
Aerobic Diffusers - South Treatment Basin	0	0	0	0	600,000	600,000
Generator - 3	0	700,000	0	0	0	700,000
Diffuser Replacement - West - - - - - - - - - - eration Basin	0	0	1,190,000	0	0	1,190,000
Par - TP High - P - grade	1,252,000	0	0	0	0	1,252,000
and Filters Replacement - P - F	1,308,400	0	0	0	0	1,308,400
and Filter - Filters	0	0	1,530,000	0	0	1,530,000

Projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Laurel Marion Expansion to 6 Lanes	0	0	0	0	2,000,000	2,000,000
South Bertha Expansion to 21 Lanes	0	0	0	0	2,000,000	2,000,000
OT Reuse Paving Landfill BPF	0	0	0	0	2,400,000	2,400,000
FF Lane Expansion Lift Station Sizing	500,000	500,000	500,000	500,000	500,000	2,500,000
Security Infrastructure	175,000	140,000	60,000	275,000	2,000,000	2,650,000
Harmon BPF Reuse OT HPS	0	0	400,000	3,850,000	0	4,250,000
Cell 300a Lane Expansion Additional OT - BPF TP	1,100,000	4,401,000	0	0	0	5,501,000
Facilities Master Plan Implementation	0	2,500,000	2,500,000	2,500,000	2,500,000	10,000,000
South Bertha BPF Expansion to 16 Lanes	500,000	14,900,000	0	0	0	15,400,000
Expansion - H BPF	19,262,000	2,432,000	0	0	0	21,694,000
Biosolids Watering Processing	850,000	8,000,000	7,500,000	7,500,000	0	23,850,000
Process Upgrade Expansion - Harmon BPF TP	750,000	4,500,000	0	750,000	25,000,000	31,000,000
Laurel BPF Expansion Effluent Storage	2,500,000	12,000,000	8,000,000	17,000,000	0	39,500,000
Sub-Totals	\$30,007,400	\$50,948,000	\$22,055,000	\$32,375,000	\$37,000,000	\$172,385,400
Road Projects						
West Oak St John Young Pk Intersection - Lanes	0	60,000	190,000	0	0	250,000
Rehab - 192 Hoagland Blvd Intersection - FOOT	51,000	207,000	0	0	0	258,000
OBT Resurfacing - us 192 to Old Dixie Hwy - FOOT	101,000	202,000	0	0	0	303,000
Intersection Improvements - Donegan Ave with St - Lanes	338,000	0	0	0	0	338,000
Rehab - Florida Turnpike - 192- Osceola Pk - FOOT	88,000	0	352,000	0	0	440,000
14 Osceola/Polk Line Rd - Osc Pk - FOOT	0	0	0	0	577,000	577,000
Marroll St - John Young Pk to Michigan Ave - Lanes	0	672,000	0	0	0	672,000

Projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
000 - Pleasant Hill Road to Portage Street - FOOT	0	0	0	765,000	0	765,000
<i>Sub-Total</i>	<i>\$578,000</i>	<i>\$1,141,000</i>	<i>\$542,000</i>	<i>\$765,000</i>	<i>\$577,000</i>	<i>\$3,603,000</i>
TOTAL PROJECTS	\$73,101,400	\$117,844,000	\$74,196,000	\$72,649,000	\$90,593,000	\$428,383,400

Source: Toho Water Authority Capital Budget, Fiscal Year 2021.

Table 8-4: FDOT Funded Projects

Item Number	Type of Work	Project Title	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	TOTAL
244383-1	Outline Maintenance	City of Ocala City of Ocala	\$118,000	\$118,000	\$118,000	\$118,000	\$118,000	\$590,000
443548-1	Safety Project	Fortune Rd Wilson Rd Intersection Improvement Project	\$0	\$4,490,553	\$0	\$0	\$0	\$4,490,553
437472-1	Corridor/Subarea Planning	Ontario City of Ocala Corridor Study Various Roadways	\$0	\$1,430,000	\$0	\$0	\$0	\$1,430,000
437932-1	Corridor/Subarea Planning	Central Avenue from Main St to Church St to Monagan St	\$0	\$0	\$0	\$1,125,000	\$0	\$1,125,000
438445-1	Initiation/Access Project	Osceola-City of Ocala Airport Master Plan Update	\$0	\$32,000	\$0	\$0	\$0	\$32,000
438446-1	Initiation/Access Project	Osceola-City of Ocala Extend Runway 6 Taxiway B	\$0	\$0	\$480,000	\$240,000	\$0	\$720,000
442488-1	Initiation Preservation Project	Osceola-City of Ocala State Airport Improvements	\$120,000	\$0	\$0	\$0	\$0	\$120,000
440781-1	Initiation Preservation Project	Osceola-City of Ocala State Airport Maintenance Facility	\$0	\$0	\$500,000	\$1,000,000	\$2,000,000	\$3,500,000
438444-1	Initiation Preservation Project	Osceola-City of Ocala Rehabilitate Taxiway	\$240,000	\$240,000	\$0	\$0	\$0	\$480,000

Item Number	Type of Work	Project Title	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	TOTAL
431556-1	Restoration Project	Osceola-Mission Lake Improvements	\$0	\$0	\$0	\$216,000	\$0	\$216,000
438441-2	Restoration Project	Osceola-Mission Lake Tributary Expansion	\$400,000	\$0	\$0	\$0	\$0	\$400,000
442334-1	Bike Path/Trail	Chingle Creek Trail Phase 2 from John Young Park to Pleasant Hill Rd	\$0	\$2,743,943	\$0	\$0	\$0	\$2,743,943
445709-1	Safety Project	SR 500/ SR 192 at Bronson Hwy from Florida Ave to Michigan Ave	\$0	\$1,462,710	\$0	\$0	\$0	\$1,462,710
418403-6	Intersection Improvement	SR 600 SR 17/92 at John Young Park at Pleasant Hill Rd	\$0	\$0	\$0	\$7,303,897	\$0	\$7,303,897
418403-3	Add Lanes & Reconstruct	SR 600 SR 17/92 from Pleasant Hill Rd to Portage St	\$0	\$0	\$0	\$0	\$1,203,963	\$1,203,963
437451-1	Add Left Turn Lanes	SR 192 at Hoagland Blvd	\$41,040	\$0	\$0	\$0	\$0	\$41,040
434916-1	Intersection Improvement	West Oak Street Intersection Improvements at John Young Park	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000
TOTAL FDOT-FUNDED CAPITAL PROJECTS			\$2,419,040	\$10,517,206	\$1,098,000	\$10,002,897	\$3,321,963	\$27,359,106

Source: FDOT Florida's Adopted Five Year Work Program, July 1, 2021.

Table 8-5: FDOT Funded Bicycle, Pedestrian, and Transit Projects

Project Type	Location	From	To	Length	Cost Estimate
Bicycle	Mississippi/Trail	Cloud	DeFune	0.12	\$3,780,000
Bicycle	Hingle Tree Trail Phase 2	John Young Park	Pleasant Hill	0.46	\$2,964,000
Bicycle & Pedestrian	Central Tree Bicycle Ped	Martin Luther King Jr	Monagan	1.50	\$7,125,000
Bicycle & Pedestrian	Hingle Tree Trail Phase 2B South			0/0	\$7,782,168
Bicycle & Pedestrian	Hingle Tree Trail Phase 2 North			0/0	\$8,000,000
Bicycle & Pedestrian	Hingle Tree Trail Phase 2 North			0/0	\$10,599,768
Bicycle & Pedestrian	Toho Valencia Bridge	SR 192	South side of SR 192	0.13	\$10,290,190
Bicycle & Pedestrian	For Anal Trail South	John Young Park	Hingle Tree Trail	0.40	\$200,000
Total					\$50,741,126
Transit	Hoagland Blvd	John Young Park	Monagan	1.00	\$5,836,000
	Osceola	Pleasant Hill	Portage	2.36	\$46,100,000
	Orlando/Issi				
Total					\$51,936,000

Source: MetroPlan Orlando's Adopted Transportation Improvement Program & Prioritized Project List, July 7, 2021.



11

PROPERTY RIGHTS

THIS PRACTICE ITATION OF THE FTB

Kissimmee 2040 Comprehensive Plan *Property Rights*

date

August 2021; DRC#21-XXX; ESR

Cover photo source: City of Kissimmee Public Information Office

THIS PRACTICE ITATION OF THE FTB



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Objective 11.1: Protect Right Protection	1

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GOALS, OBJECTIVES, AND POLICIES

This section stimulates goals, objectives, and implementing policies for the Property Rights pursuant to 163.3177(6)(a) Florida Statutes.

GOAL 1.1: PROPERTY RIGHTS

Ensure that the right of private property remains consistent with Florida state statutes and regulations and that private property rights are considered in local policymaking.

OBJECTIVE 1.1.1: PROTECT RIGHT OF POSSESSION

In accordance with the legislative intent expressed in F.S. 163.3161(10) and 187.101(3) that the right of private property shall respect judicially acknowledged and constitutionally protected private property rights.

POLICY 1.1.1.1: PROTECT OWNERS' INTERESTS

The right of a property owner to physically possess and control their interests in the property including easements, leases, or mineral rights.

POLICY 1.1.1.2: RIGHT TO USE OR DEVELOP PROPERTY

The right of a property owner to use, maintain, develop, and improve their property for personal use or for the use of another person subject to state law and local ordinances.

POLICY 1.1.1.3: PROTECT OWNERS' EXCLUSIVITY

The right of the property owner to exclude and to exclude others from the property to protect the owner's possessions and property.

POLICY 1.1.1.4: OWNERS' RIGHT OF DISPOSITION

The right of a property owner to dispose of his or her property through sale or gift.

PROPOSED ORDINANCE NO. 21-13
ORDINANCE NO. _____

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING POLICY 1.2.4.2 AIRPORT EXPANSION LAND USE DESIGNATION TO ADD LOW INTENSITY COMMERCIAL USES; REMOVING POLICY 2.1.2.4; OBJECTIVE 2.1.4 ADA AND TRANSPORTATION DISADVANTAGE LANGUAGE UPDATE; ADDING POLICY 2.2.1.2 BACK INTO THE TRANSPORTATION ELEMENT; MINOR UPDATES TO LANGUAGE THROUGHOUT THE CAPITAL IMPROVEMENTS ELEMENT; UPDATING TABLES 8-2, 8-3, 8-4, 8-5 IN THE CAPITAL IMPROVEMENTS ELEMENT; DIRECTING THE CITY MANAGER TO REPLACE 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.

§ 1. Whereas the City of Kissimmee, Florida, has adopted Ordinance No. 2771 pursuant to the Local Government Comprehensive Planning Act of 1975 as amended; and

§ 2. Whereas the City of Kissimmee has advertised as required by law for two (2) public hearings prior to adoption of this ordinance; and

§ 3. Whereas the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

§ 4. Therefore, for the better, more efficient and more economical government of the City of Kissimmee, Florida, the following Ordinance is hereby enacted:

ARTICLE I

Section 1.2.4.2 Airport Land Use Designation to add low intensity commercial uses; removing Policy 2.1.2.4 Objective 2.1.4 ADA and Transportation Disadvantage language update; adding Policy 2.2.1.2 back into the Transportation Element; minor language updates throughout the Capital Improvements Element; updating Tables 8-2, 8-3, 8-4, 8-5 in the Capital Improvements Element;

Section 2. That a copy of said Comprehensive Plan and a series is filed in the office of the Development Services Department of the City of Kissimmee as a permanent record of the City and that matters and contents therein are made a part of this ordinance by reference as full and complete as if set forth herein; and such copy shall remain on file in said office, available for public inspection;

Section 3. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance.

TIO 4 That all ordinances in conflict herewith are hereby repealed

TIO 5 This ordinance shall take effect 10 days after its passage

Mayor Commissioner _____ moved the passage and adoption of the above and foregoing Ordinance motion was seconded by Mayor Commissioner _____ and upon roll call on the motion the vote was as follows:

Said motion having been duly carried thereupon Mayor Olga declared said Ordinance duly passed and adopted the _____ day of _____ 2022

Mayor - Mayor Commissioner

TEST:

City Clerk

Approved as to Form and Legality

City Attorney

NOTICE OF PUBLIC HEARINGS PLANNING ADVISORY BOARD AND CITY COMMISSION

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. The proposed amendment to be discussed at the public hearing will be as follows:

Proposed Ordinance # 21-13:

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING POLICY 1.2.4.2 AIRPORT EXPANSION LAND USE DESIGNATION TO ADD LOW INTENSITY COMMERCIAL USES; REMOVING POLICY 2.1.2.4; OBJECTIVE 2.1.4 ADA AND TRANSPORTATION DISADVANTAGE LANGUAGE UPDATE; ADDING POLICY 2.2.1.2 BACK INTO THE TRANSPORTATION ELEMENT; MINOR UPDATES TO LANGUAGE THROUGHOUT THE CAPITAL IMPROVEMENTS ELEMENT; UPDATING TABLES 8-2, 8-3, 8-4, 8-5 IN THE CAPITAL IMPROVEMENTS ELEMENT; DIRECTING THE CITY MANAGER TO REPLACE 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.

This is to inform you that the **Planning Advisory Board** of the City of Kissimmee will make a recommendation to the City Commission concerning a request to amend the Comprehensive Plan. The Planning Advisory Board will hold a meeting to consider their recommendation on said request on **Wednesday, September 15, 2021** at 6:00 AM in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida 34741 with social distancing/limited seating.

All interested parties may appear and be heard regarding adoption of the proposed amendment or may submit testimony to be read into the official record to cityclerk@kissimmee.gov. Written opinion will be received until 5:00 PM **Wednesday, September 15, 2021**. Any questions may be directed to the Development Services Department at 407-518-2140.

A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the First Reading and Transmittal Hearing of the proposed ordinance on **Tuesday, October 5, 2021** at 6:00 AM or as soon thereafter as possible in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida 34741 with social distancing/limited seating.

All interested parties may appear and be heard on the above date or may submit testimony to be read into the official record to cityclerk@kissimmee.gov. Written opinion will be received until 5:30 PM **Tuesday, October 5, 2021**.

The proposed amendment and the supporting documents may be inspected in the Development Services Department, City Hall, between the hours of 8:00 AM and 5:00 PM Monday through Friday. Any questions may be directed to the Development Services Department at 407-518-2140.

Reference # 21-00097
2021 COMP PLAN AMENDMENTS

PROVIDING BOARD
 IT O I IO
 I I F O I

In accordance with Florida Statute 286.26 persons needing assistance to participate in any of these proceedings should contact the Office of the Ombudsman 407-518-2308 prior to the meeting. F 286.26

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



DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

Important note: The Development Review process associated with this request (as outlined in the attached application) is intended to ensure that the request meets the requirements established in the City of Kissimmee Land Development Code and site development criteria for the City of Kissimmee, and other local, regional and state agencies. It is not intended to constitute approval of building construction or permits as required by external agencies.

Other processes, permits, authorizations, and/or fees may be required prior to construction of requested improvements. These may include, but are not limited to:

- ❖ Mobility/Impact Fees (Transportation, Water & Sewer, Recreation, School)
- ❖ Building permits and review fees
- ❖ Right-of-Way Utilization permits
- ❖ South Florida Water Management District (SFWMD) permits
- ❖ Utility permits and/or fees
- ❖ Federal Aviation Administration (FAA) authorizations
- ❖ Business Tax Receipts (BTRs)
- ❖ State Permits and/or Licenses
- ❖ Development Service Agreements (Toho Water Authority)
- ❖ Florida Department of Environmental Protection (FDEP) Permits
- ❖ NPDES Permits (Stormwater permitting)

The Agent of record and/or property owner for the attached request is responsible for coordinating with applicable agencies to ensure all requirements for the requested improvements have been met prior to construction.

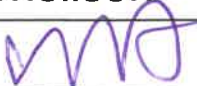
Please read all information above and complete the lower portion of this disclaimer. This document must be signed by both agent and property owner and shall be included with the attached application. Failure to submit this form with the completed application will result in Staff finding the application to be insufficient for review and will delay your request.

Project Name: 2021 Comp Plan Amendments DRC# _____

I Certify that I have read the above and understand/acknowledge the information contained therein.

Agent Signature:  Date: 08.11.2021

Agent Name (Print): Ashley Cornelison

Property Owner Signature:  Date: 08.11.2021

Property Owner Name (Print): Craig Holland



CITY OF KISSIMMEE APPLICATION FOR DEVELOPMENT REVIEW

**PROJECT**Name of Project: 2021 Comp Plan AmendmentsLocation (Address if possible): N/AParcel ID#: N/A**APPLICANT**Name: Craig Holland, AICPFirm: City of KissimmeeAddress: 101 Church Street, Kissimmee, FL 34741Phone: (407) 518 2148E-Mail: craig.holland@kissimmee.gov**AGENT (Contact Person)**Name: Ashley CornelisonFirm: City of KissimmeeAddress: 101 Church Street, Kissimmee, FL 34741Phone: (407) 518 2148E-Mail: ashley.cornelison@kissimmee.gov**OWNER**Name: N/A

Firm: _____

Address: _____

Phone: (_____) _____ - _____

E-Mail: _____

LEGAL DESCRIPTION/LOCATION

Note: Dates are contingent upon previous meeting approval and dependent upon the project type may not require various meetings. For specific processes, please see the project type. Scheduled dates for Public Hearings are subject to notification requirements and may be altered due to advertising requirements.

All requests must be accompanied by a completed application, checklist, fee, folded plan(s), a CD containing PDF(s) of any exhibits and/or plans and any other supporting materials. A sufficiency review will be conducted within 24 hours of submittal. If submittal is insufficient, the request will not be scheduled/distributed for review. Unless specifically noted, deadlines for submittals are **Friday at 4:00 p.m.** on the above listed dates. **No late or incomplete submittal will be accepted.**

FOR OFFICE USE ONLY			
REQUEST _____		FEE COLLECTED _____	
DATE _____	REC'D BY _____	DRC # _____	DRC DATE _____
SUFFICIENCY REVIEW (Y/N) _____		PROJECT MANAGER _____	



CITY OF KISSIMMEE

APPLICATION FOR LAND USE PLAN AMENDMENT REQUEST

Present land use designation: N/A

Present zoning district designation: N/A

Requested City land use designation: N/A

What is the proposed zoning for the subject site? N/A
(Submittal of a zoning map amendment request application is also required to be submitted with this request)

Size (acres) of land included in the property: City-wide

Is this submittal in conjunction with an Annexation request? YES ☐ NO ☒

Ownership: When was the deed to this property last recorded?

Date: 08.11.2021 Official Record of Deed Book _____ Page _____

What covenants, deed restrictions or other private agreement(s) regulate the use and development of this property?
N/A

State why the proposed land use change of the property would be appropriate for the property and also the surrounding areas:

Please see explanation letter, attached.

I Certify that to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

☐
51B
214B
51B

Owner of the property described herein

Party to an agreement for purchase of this property*

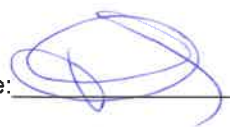
An agent for the owner or purchase of this property

Other

*Applications submitted by an applicant other than the owner of the subject property shall be accompanied by written documentation, suitable to the City Attorney, from the property owner authorizing the applicant to submit this request.

Date: 08.11.2021

Printed Name: Ashley Cornelison

Signature: 

*The applicant will need to attend all city meeting(s) or the request will not be considered. Applicant may be required to provide additional data and analysis during the review process to support this proposed land use plan amendment.

See next page for approximate timing of the review process

08/26/2021

RE: 2021 Comp Plan Amendments

Summary of Comprehensive Plan Amendments

Development Review Committee:

A listing of the main proposed amendments to the Comprehensive Plan is summarized below. Other language was updated throughout the Elements listed below as well, but are not listed due to their minor nature. An underline and strikethrough version of the impacted text has been provided with this application as well.

Future Land Use Element

- Policy 1.2.10.2 & the table in Goal 1.2: Shown to reflect the removal of the Frank Brown Ranch Mixed Use Land Use per DRC#21-051. **NOTE:** This language is being removed under DRC#21-051.
- Policy 1.2.4.2: Adding low intensity commercial uses to the Airport Expansion (AE) land use designation. As the goals in the City emphasize mix used developments and the City moves into somewhat of a ‘redevelopment mode,’ it is advantageous to allow more broad categories in all land uses, including the AE designation.

Transportation Element

- Policy 2.1.2.4: Deletion of this section from the Comprehensive Plan will remove annual and quinquennial monitoring of the Multimodal Transportation District (MMTD). These performance indicators are measured annually by Staff (outside of the requirement in the Comprehensive Plan) and this Policy was duplicative of current process.
- Policy 2.2.1.2: This policy was accidentally removed with the 2018 Comprehensive Plan update so this process will add it back.

Capital Improvements Element

- Table 8-2, Table 8-3, Table 8-4, Table 8-5: All tables listed were updated to reflect current budgets/projects for within the City. These tables capture information from the City’s and Toho Water Authority’s budget, the MetroPlan Transportation Improvement Program and Prioritized Project List, and the Florida Department of Transportation’s Five Year Work Program. A clean-copy of these tables was provided to make it easier to read.

Property Rights Element

- This is a new Element of the Comprehensive Plan that was required by a recently adopted Statute. It emphasizes property rights as they relate to policy-making in the City.

ITEM 4.B

PUBLIC HEARING - FIRST READING - TRANSMITTAL HEARING FOR COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT, LARGE SCALE (MUFB TO INST & MFMDR) S. POINCIANA BLVD. K-8 SCHOOL; DRC#21-00051 - PROPOSED ORDINANCE #21-10

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; REMOVING POLICY 1.2.10.2 MIXED USE - FRANK BROWN RANCH (MU-FB); 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

Request

Approval of the First Reading and transmittal of a land use text and map amendment to remove Future Land Use Element Policy 1.2.10.2 (Mixed Use - Frank Brown Ranch) from the Comprehensive Plan and change the Future Land Use Map designation of Mixed Use- Frank Brown Ranch (MU-FB) to Institutional and Multi-Family Medium Density Residential (INST & MF-MDR) on 128 acres of land.

Explanation

The Mixed Use - Frank Brown Ranch Future Land Use Policy 1.2.10.2 and map designation was established with the adoption of Ordinance 2404 (DRC#99-157) at the December 18, 2001 City Commission Meeting on approximately 128 acres of land. The development program included a maximum of 600 attached, multi-family townhomes (averaging 5.79 dwelling units per acre) and 26 acres of ancillary neighborhood commercial uses consistent with the allowable uses of the Neighborhood Commercial (B-2) Zoning District.

Consistent with the Mixed Use (MU) Future Land Use Policy 1.2.10.1, the development opted to defer a PUD rezoning to implement the development program and retain an Agricultural & Conservation (AC) Zoning designation (DRC#99-158; Ord. 2339; May 9, 2000) as a holding zone until such time new urban development was appropriate for the area.

The proposed new urban development that will replace the MU-FB program will now consist of institutional uses and residential development with a density consistent with the Multi-Family Medium Density Residential (MF-MDR) Land Use designation that is compatible with the surrounding area. The AC Zoning will remain a holding zone until residential development is proposed and permits elementary and middle schools in the meantime.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.3, Multi-Family Medium Density Residential (MF-MDR), that is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.

2. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.1, Institutional (INST), that is

intended to accommodate existing public and semi-public services including: government administration buildings and educational institutions. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR.

3. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.2, Public School Facilities, that permits public schools (kindergarten through high school) as allowable uses in areas with Institutional (INST), Single Family Low Density Residential (SF-LDR), Single Family Medium Density Residential (SF-MDR), Multiple Family Medium Density Residential (MF-MDR), Multiple Family High Density Residential (MF-HDR), Office-Residential (OR), Commercial General (CG), Industrial Business (IN), and Mixed-Use categories (MU-D, MU-V) subject to Land Development Code.

4. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan Text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.

5. Compliance with Land Development Code Section 14-4-4A, Agricultural & Conservation (AC) Zoning District, which is compatible with the Institutional (INST) and Multiple Family Medium Density Residential (MF-MDR) Land Use designations.

Recommendation

Development Review Committee (DRC) recommended approval on June 1, 2021.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on August 4, 2021.

CONDITION:

1. Subject to Planning Advisory Board and City Commission review and approval to transmit to the Department of Economic Opportunity (DEO) for interagency review.

REQUESTED CITY COMMISSION ACTION:

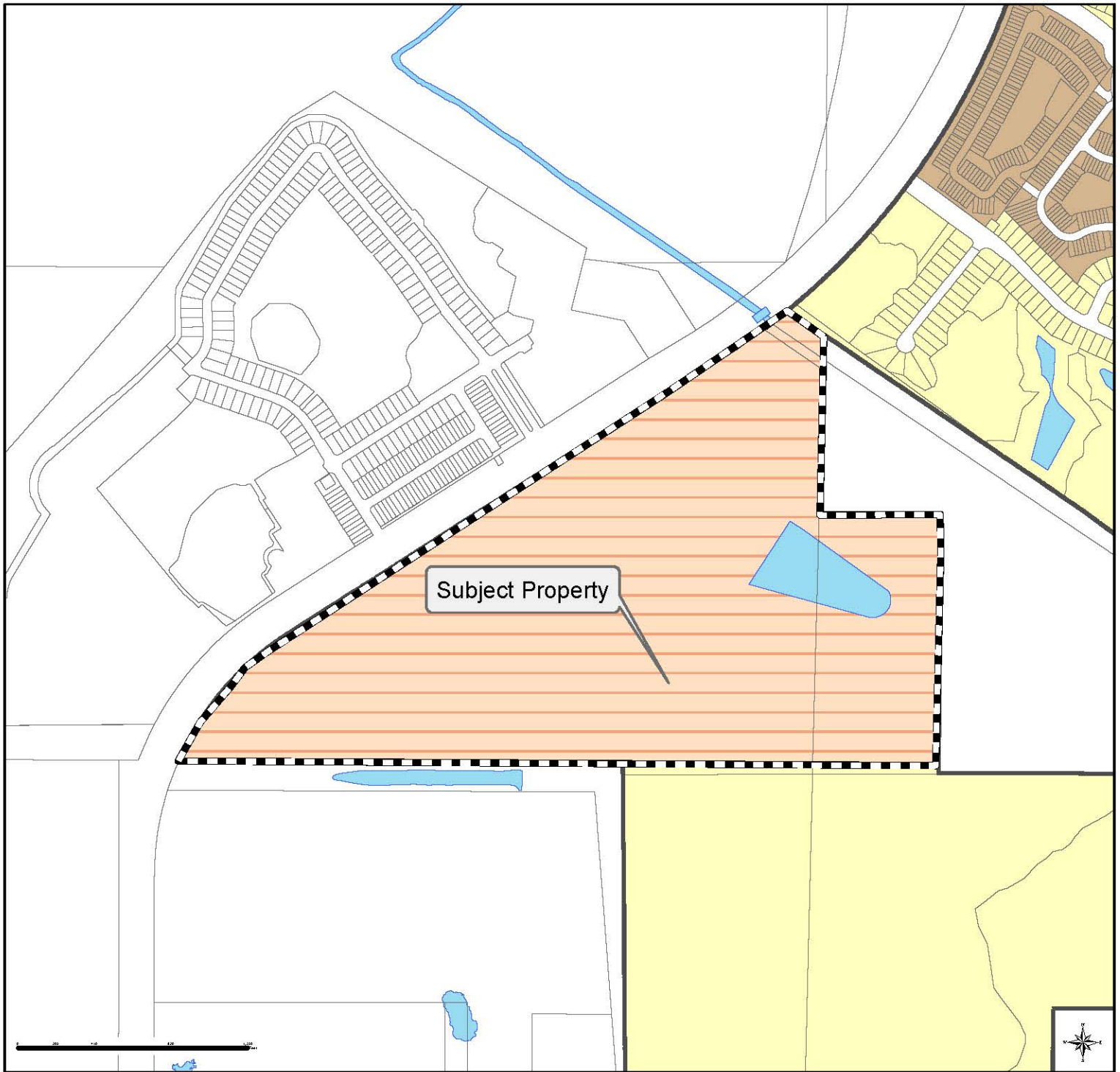
Approve w/Conditions

Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

1. 21-00051 Vicinity Map
2. 21-00051 Aerial Map
3. 21-00051 Site Data Tables
4. 21-00051 Proposed Ordinance 21-10
5. 21-00051 City Commission Ad
6. 21-00051 PAB Minutes
7. 21-00051 DRC Comments
8. 21-00051 DRC Application



Subject Property

Future Land Use Designation

- SF-LDR (Single Family Low Density Residential)
- SF-MDR (Single Family Medium Density Residential)
- MH-MDR (Mobile Home Medium Density Residential)
- MF-MDR (Multiple Family Medium Density Residential)
- MF-HDR (Multiple Family High Density Residential)
- OR (Office Residential)
- CG (Commercial General)
- Industrial Business (IN)

- Airport Expansion (AE)
- INST (Institutional)
- UT (Utilities)
- Conservation (CONS)
- Recreation (REC)
- MU-D (Downtown)
- MU-V (Vine Street)
- MU-FR (Flora Ridge)
- MU-T (Tapestry)
- MU-FB (Frank Brown)

- City Limit Boundary
- Kissimmee Gateway Airport
- Parcels
- CRA District Boundary
- Railroad
- Lake Surfaces
- County Boundary



S. Poinciana K-8 School, DRC#21-00051
 Future Land Use Text & Map Amendment
 East of S. Poinciana Blvd., North of Old Tampa Hwy., West of Ham Brown Rd., & South
 of Cumbrian Lakes Dr.
 36-25-28-00U0-0015-0000, 32-25-28-0000-0040-0000 & 35-25-28-00U0-0040
 Site Data Tables

Site Data	
Size	128 acres
Future Land Use Designation	MU-FB (Mixed Use Frank Brown Ranch)
Proposed Future Land Use Designation	MF-MDR (Multi-Family Medium Density Residential) & INST (Institutional)
Zoning District Designation	AC (Agricultural & Conservation Development)
Proposed Zoning District Designation	N/A
Existing Overlay District	None
Existing Use(s)	Vacant Pasture/Wetlands
Proposed Use(s)	Institutional & Multi-Family
Adjacent Land Use	
North	SF-LDR (Single Family Low Density Residential) – City & LDR (Low Density Residential) - County
South	SF-LDR (Single Family Low Density Residential) – City & Employment Center - County
East	LDR (Low Density Residential) - County
West	LDR (Low Density Residential) & TC (Tourist Commercial) - County
Adjacent Zoning	
North	MUPUD (Mixed Use Planned Unit Development) - City & RMH (Residential Manufactured Housing) - County
South	SRPUD (Short Term Rental Planned Unit Development) – City & PD (Planned Development) - County
East	RMH (Residential Manufactured Housing) - County
West	CT (Commercial Tourist) & AC (Agricultural & Conservation Development) - County
Future Land Use & Zoning History	99-156 – Annexation 99-157- Future Land Use Amendment (County Rural Agricultural to City Mixed Use Frank Brown Ranch) 99-158 – Zoning Map Amendment (County AC to City AC)
Past/Current Project Tracking	21-051 – Future Land Use Amendment (Remove FLU Policy 1.2.10.2 & change designation to INST & MF-MDR)

Comprehensive Plan Summary

Policy 1.2.1.3, MF-MDR (Multi-Family Medium Density Residential): This designation is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses. New development in areas delineated on the Future Land Use Map for medium density residential uses shall be developed and/or maintained as residential neighborhoods. The medium density designation is intended to ensure sufficient land area for developments of medium density, and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR. Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites for medium density residential developments should be located so they provide a smooth transition between lower density residential areas, and mixed-use areas or those developed and/or designated for more intense uses.

Potential Zoning Districts	RC-1 (Multiple Family Medium Density Residential)
	RC-2 (Multiple Family High Density Residential)
	B-2 (Neighborhood Commercial)
	MUPUD (Mixed Use Planned Unit Development)

Policy 1.2.6.1, INST (Institutional): This designation is intended to accommodate existing public and semi-public services including: governmental administration buildings and educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.

Potential Zoning Districts	CF (Community Facilities District)
	HF (Hospital Facilities District)
	B-2 (Neighborhood Commercial)
	AC (Agriculture and Conservation District)

Zoning District Standards – District Summary

Land Development Code Section 14-4-4(A), AC (Agriculture and Conservation District) Intent: This district is primarily intended to allow the use of appropriate areas for agricultural production, the preservation of open spaces, and the conservation and management of soil, water, air, game and other natural resources and amenities. Areas zoned AC are also intended to provide for the

development of large lot single family estate development which is compatible with adjacent agricultural activities, when appropriate. The AC District can be considered a holding zone which will permit appropriate rural development until such time as new urban development is appropriate. When new urban development is appropriate for such areas, the property subject to the proposed development may be rezoned to be consistent with its future land use designation and the new development shall be consistent with the new zoning.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use</i>
Uses	MU-FB (Mixed Use Frank Brown Ranch) & AC (Agriculture & Conservation District)	MF-MDR (Multi-Family Medium Density Residential) & INST (Institutional)

Public Facilities Analysis

Transportation	
Adjacent street	S. Poinciana Blvd.
Street Quality of Service (QOS)	Adjacent Street is under Osceola County jurisdiction.
Sanitary Sewer	
Is volume less than 98% capacity?	Yes – Compliance
Potable Water	
Is volume less than 98% capacity?	Yes – Compliance
Is water pressure at least 40lbs per square inch?	Yes – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	Yes – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	Yes – Compliance
Is urban open space area at least 2 acres per 1,000 population?	Yes – Compliance
Is total recreation area at least 4 acres per 1,000 population?	Yes – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	Yes – Compliance

PROPOSED ORDINANCE NO. 21-10
ORDINANCE NO. _____

**AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771
KNOWN AS THE ORDINANCE ADOPTING THE
COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY
OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF
FLORIDA STATUTE 163.3184; REMOVING POLICY
1.2.10.2 MIXED USE - FRANK BROWN RANCH (MU-FB);
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.**

WHEREAS, the City of Kissimmee, Florida, has adopted Ordinance No. 2771 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended, and

WHEREAS, the City of Kissimmee has advertised as required by law for two (2) public hearings prior to adoption of this ordinance, and

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

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

SECTION 1.

Remove Future Land Use Element Policy 1.2.10.2 Mixed Use - Frank Brown Ranch (MU-FB) and amend the Land Use Plan as to the following area:

FROM: CG (Commercial General) – City

TO: MU-V (Mixed Use - Vine) – City

A map of the area is included with this ordinance.

SECTION 2. That a copy of said Land Use Plan Amendment is filed in the office of the Development Services Department of the City of Kissimmee as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office, available for public inspection.

SECTION 3. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Kissimmee.

SECTION 4. That all ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect 10 days after its passage

Commissioner_____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Commissioner _____ and upon roll call on the motion the vote was as follows:

AYES

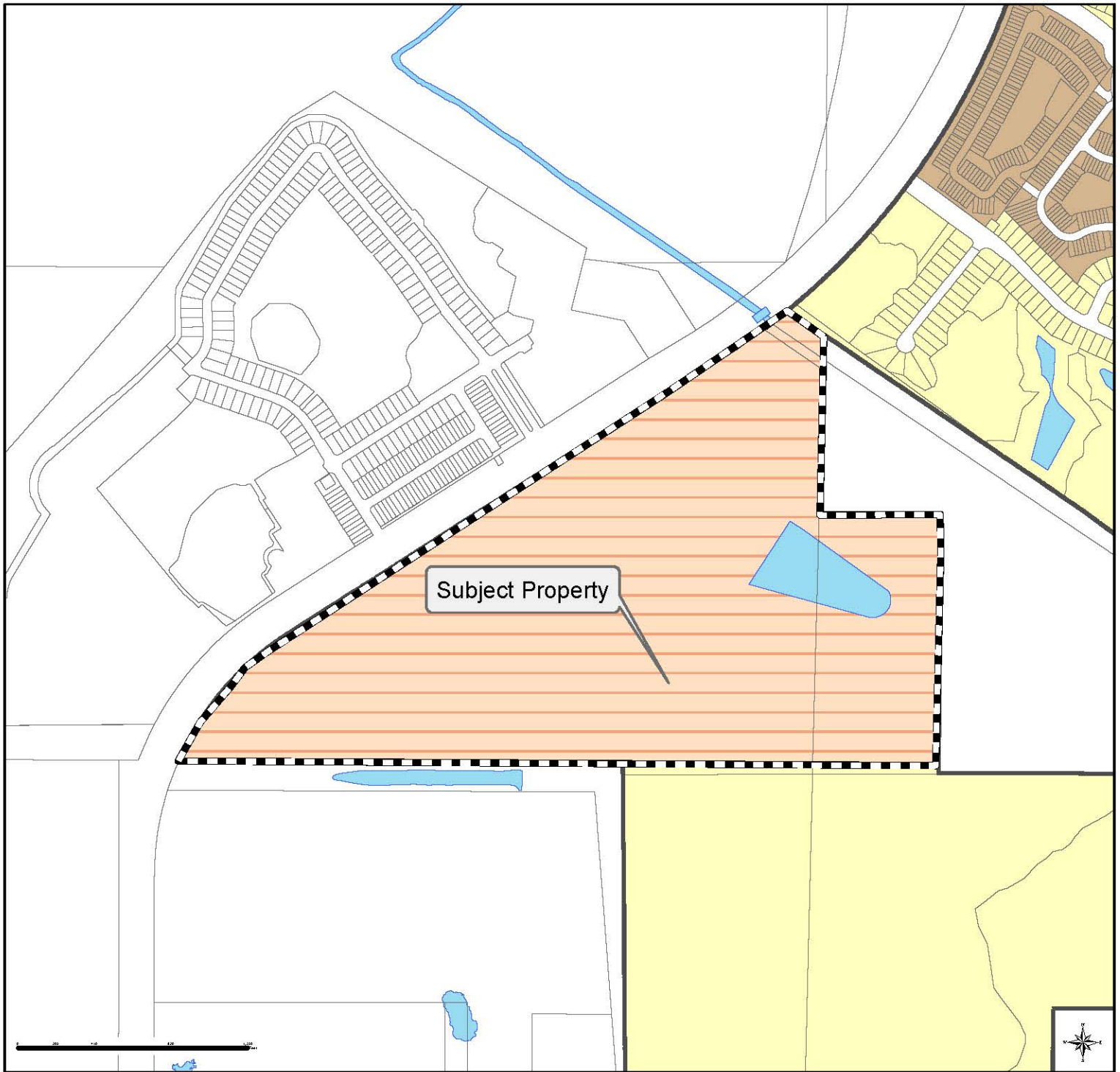
NAYS

Said motion having been duly carried, thereupon, Mayor Olga Gonzalez declared said Ordinance duly passed and adopted the __ day of _____, 2021.

Mayor - Commissioner

ATTEST:

City Clerk



Subject Property

Future Land Use Designation

- SF-LDR (Single Family Low Density Residential)
- SF-MDR (Single Family Medium Density Residential)
- MH-MDR (Mobile Home Medium Density Residential)
- MF-MDR (Multiple Family Medium Density Residential)
- MF-HDR (Multiple Family High Density Residential)
- OR (Office Residential)
- CG (Commercial General)
- Industrial Business (IN)

- Airport Expansion (AE)
- INST (Institutional)
- UT (Utilities)
- Conservation (CONS)
- Recreation (REC)
- MU-D (Downtown)
- MU-V (Vine Street)
- MU-FR (Flora Ridge)
- MU-T (Tapestry)
- MU-FB (Frank Brown)

- City Limit Boundary
- Kissimmee Gateway Airport
- Parcels
- CRA District Boundary
- Railroad
- Lake Surfaces
- County Boundary



In either case, the approved or proposed uses, residential densities, and non-residential development intensities must be compatible with existing and anticipated future land uses surrounding the proposed development, according to the policies of the Future Land Use Element. In no case shall the density of the residential portion of the development exceed 40 units per acre or the maximum intensity, including the residential portion of the development, exceed 6.0 FAR.

Both a Future Land Use Map amendment and a comprehensive plan text amendment shall be required to establish a MU land use designation. If the proposed comprehensive plan amendments are adopted, the Future Land Use Map shall be amended to show a MU future land use designation for the area subject to the map amendment. Also, a new policy shall be added to the Future Land Use Element under Objective 1.2.10: Mixed-Uses and Planned Unit Developments. The new policy shall provide a general description of the development and a listing of approved uses. The policy shall also specify the number of approved residential units by type, and the number of acres approved for each non-residential use in the development (including maximum allowable impervious surface coverage). That new policy shall regulate the use of land on the parcel or development site, with the Land Development Code and any specific ordinances, agreements and plans.

Once a MU land use designation has been established for an area, any future change to the development plan that changes the approved uses and/or increases the densities or intensities of the approved uses shall require a comprehensive plan amendment. Any other future change to the development plan that would cause public facilities impacts greater than the impacts anticipated when the MU land use designation was established shall also require a comprehensive plan amendment.

~~POLICY 1.2.10.2: FRANK BROWN RANCH (MU-FB) LAND USE DESIGNATION.~~

~~This policy establishes a Mixed-Use land use designation for the property described in DRC #99-157. The development consists of 128.29 acres of land, 24.74 acres of which are wetlands. The property will be developed with a Multiple Family residential townhome project with an ancillary neighborhood commercial center. Development of the property will adhere to the following policies:~~

- ~~1. A maximum number of 600 attached multiple family townhome units will be built on the subject property, resulting in a maximum average of 5.79 dwelling units per acre density on the entire site.~~
- ~~2. There are 24.74 acres of wetlands on the subject property that will be preserved.~~



- ~~3. There will be an ancillary neighborhood commercial site up to 26.37 acres in size adjacent to Poinciana Boulevard at the intersection of the main entrance to the development. The commercial property will provide commercial uses that are consistent with those allowed by B-2 (Neighborhood Commercial) zoning.~~
- ~~4. Consistent with the City of Kissimmee Planned Development regulations, up to 50% of the area of the ancillary neighborhood commercial site could be used for multiple family housing.~~
- ~~5. The maximum amount of impervious surface area will be 80% of the total land acreage which is 102.61 acres of land.~~
- ~~6. Anything that is not specified in this policy shall be governed by the City of Kissimmee Land Development Code and the Comprehensive Plan.~~

POLICY 1.2.10.3: TAPESTRY (FORMERLY BRONSON) (MU-T) LAND USE DESIGNATION.

This policy establishes a Mixed-Use (MU) land use designation for the Tapestry Planned Unit Development. The Tapestry property consists of approximately 567.96 acres, approximately 40.97 acres of which are wetlands. The property will be developed for mixed-use purposes which may include residential uses (such as single-family detached, single-family attached, condominium, short-term rental, multi-family or age restricted housing uses), commercial uses or parks and recreational uses. The site is bisected by Carroll Street and generally bordered by Shingle Creek to the west and by Dyer Boulevard and Thacker Avenue to the east. Development of the Tapestry property will adhere to the following policies:

1. A maximum of 2,910 residential units will be built upon the property consisting of single-family detached/single-family attached/condominium/short-term rental/ multi-family or age-restricted units resulting in a maximum average of approximately 5.52 dwelling units per acre density on the entire site if all such residential units are developed.
2. A maximum of sixty (60) acres of the property may be developed for commercial uses but such commercial uses shall not exceed six hundred thousand (600,000) square feet. Such commercial acreage may be located on the south side of Carroll Street near either or both of the intersections of (i) Carroll Street and Thacker Avenue or (ii) Carroll Street and Dyer Boulevard and may include acreage located west of the Dyer Boulevard extension, north of Donegan Avenue and southeast of Carroll Street. The commercial property will provide for commercial uses that are consistent with those listed in the PUD. The commercial property will serve the daily needs of the properties within the

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Client Name: City of Kissimmee Planning Services
Advertiser: Nation & World/B0003/FLA
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Publication Date: 09/13/2021

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NEWS BRIEFING

Manchin seeks to trim Biden’s \$3.5T budget plan by more than half

From news services

WASHINGTON — A Democratic senator vital to the fate of President Joe Biden’s \$3.5 trillion plan for social and environmental spending said Sunday he won’t support even half that amount or the ambitious timetable envisioned for passing it.

The stand by Sen. Joe Manchin, D-W.Va., was described as unacceptable by the chairman of the Senate Budget Committee, who is helping craft the measure. But Democrats have no votes to spare if they want to enact Biden’s massive “Build Back Better” agenda, with the Senate split 50-50 and Vice President Kamala Harris the tiebreaker if there is no Republican support.

With congressional committees working toward the target of Wednesday set by party leaders to have the bill drafted, Manchin made clear his view, in a series of television interviews, that there was “no way” Congress would meet the late September goal from House Speaker Nancy Pelosi, D-Calif., for passage.

“I cannot support \$3.5 trillion,” Manchin said, citing in particular his opposition to a proposed increase in the corporate tax rate from 21% to 28% and vast new social spending.

“We should be looking at everything, and we’re not. We don’t have the need to rush into this and get it done within one week because there’s some deadline we’re meeting, or someone’s going to fall through the cracks,” he said.

Pressed repeatedly about a total he could support, Manchin said, “It’s going to be \$1, \$1.5 (trillion).” He later suggested the range was based on a modest rise in the corporate tax rate to 25%, a figure he believes will keep the U.S. globally competitive.

“The numbers that they’re wanting to pay for and the tax changes they want to make, is that competitive?” Manchin asked. “I believe there’s some changes made that does not keep us competitive.”

But Vermont Sen. Bernie Sanders, who is developing the budget bill, noted that he and other members of the liberal flank in Congress had initially urged an even more robust package of \$6 trillion.

Western wildfires: California highway authorities reopened nearly all lanes of a Southern California freeway Sunday as firefighters made progress on a wildfire that jumped across the road and spread across dry hillsides.

The fire broke out Saturday afternoon near Castaic in northern Los Angeles County. Pushed by 10-15 mph winds, the blaze chewed through tinder-dry brush and jumped across the busy freeway, spread across more than a half of a square mile.

The California Highway Patrol closed a stretch of the interstate for several hours as air tankers dropped bright-orange retardant on the flames.

Two firefighters were taken to the hospital to treat burn injuries, said Andrew Mitchell, a spokesman for the Angeles National Forest.



Workers wrap the Arc de Triomphe monument on Sunday in Paris. The “L’Arc de Triomphe, Wrapped” project by late artist Christo and Jeanne-Claude will be displayed from, Sept. 18 to Oct. 3. The famed Paris monument will be wrapped in 25,000 square meters of fabric in silvery blue, and with 3,000 meters of red rope. **RAFAL YAGHOBZADEH/AP**

The cause of the fire is under investigation.

Koreas tensions: North Korea says it successfully test fired what it described as newly developed long-range cruise missiles over the weekend, its first known testing activity in months that underscored how it continues to expand its military capabilities amid a stalemate in nuclear negotiations with the United States.

The Korean Central News Agency said Monday the cruise missiles, which had been under development for two years, successfully hit targets 932 miles away during its flight tests on Saturday and Sunday. The North hailed its new missiles as a “strategic weapon of great significance” that meets leader Kim Jong Un’s call to strengthen the coun-

try’s military might.

South Korea’s Joint Chiefs of Staff said the military was analyzing the North Korean launches based on U.S. and South Korean intelligence.

France election: Two French politicians kicked off their presidential campaigns Sunday, seeking to become France’s first female leader in next year’s spring election.

The far-right National Rally party’s Marine Le Pen and Paris’ Socialist mayor, Anne Hidalgo, both launched their presidential platforms in widely expected moves.

They join a burgeoning list of challengers to centrist President Emmanuel Macron. This includes battles among multiple potential candidates on the right — including another

female politician Valerie Pécresse — and among the Greens.

Hidalgo, 62, mayor of the French capital since 2014, is the favorite to win the Socialist Party nomination. She launched her candidacy in the northwestern city of Rouen.

Le Pen, the 53-year-old leader of France’s far-right party, started her campaign in the southern city of Frejus with a pledge to defend French “liberty.” In keeping with a hard-right message that critics say has vilified Muslim communities, Le Pen promised to be tough on “parts of France that have been Talibanized.”

Macron, 43, has not yet announced his reelection bid but is expected to do so. Launching a candidacy in France is a necessary formality for each presiden-

tial election.

Spain wildfire: Soldiers were deployed Sunday in southeastern Spain to join the battle against a major wildfire that is burning for a fourth day, invigorated by stray embers that sparked a new hot spot.

The blaze in Malaga province has destroyed nearly 17,300 acres of forest and prompted fresh evacuations, bringing the total number of residents displaced to around 2,500.

Authorities on Sunday preventively removed nearly 1,500 residents from the towns of Jubrique, Genalguacil and four other villages.

Over 1,000 other people had been evacuated before the weekend from areas around the resort town of Estepona.



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CITY OF KISSIMMEE NOTICE OF PUBLIC HEARING CITY COMMISSION

This is to inform you that the City Commission of the City of Kissimmee will consider the First Reading and Transmittal Hearing to amend the Future Land Use designation of land as described below. The City Commission will hold a meeting to consider said request on **Tuesday, October 5, 2021** at 6:00 p.m. at the City Commission Chambers, 101 Church St., Kissimmee, FL 34741 with socially distanced seating.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.

The proposed ordinance to be discussed at the public hearing will be as follows:

PROPOSED ORDINANCE 21-10: AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; REMOVING POLICY 1.2.10.2 MIXED USE - FRANK BROWN RANCH (MU-FB); 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.

FROM: MU-FB (Mixed Use – Frank Brown Ranch) – City

TO: INST (Institutional) & MF-MDR (Multiple Family Medium Density Residential) – City

The subject property is located at: **Parcel ID: 36-25-28-00U0-0015-0000, 35-25-28-0000-0040-0000, & 35-25-28-00U0-0040-0000**

Legal Description:

BEG AT W 1/4 COR OF SEC, E 651.37 FT, N 1341.77 FT, W 648.04 FT TO W/L OF SEC, S 1328 FT MOL TO POB AND N 47 FT OF W 651.50 FT OF SW ¼

Together with Parcel 2:

BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD ON NON-TAN CURVE, CONC SELY, RAD 1500 FT, INCL ANG 34 DEG (CH BEARING N 40 DEG E 881.13 FT) ALONG CURVE 894.31 FT, N 57 DEG E 2737.08 FT TO POC, CONC NWLY, RAD 3900 FT, INCL ANG 4 DEG (CH BEARING N 55 DEG E 289.94 FT) ALONG CURVE 290.01 FT, S 56 DEG E TO E/L OF SEC, S TO A PT 1686.18 FT E OF POB, W 1686.18 FT TO POB AND N 53.80 FT OF SE 1/4 LESS W 1700 FT ORD #2338

Together with Parcel 3:

THAT PORTION OF N 1/2 LYING E OF POINCIANA BLVD R/W & S OF C/L OF OREN BROWN DRAINAGE CANAL, SUBJ TO MAINTENANCE ESMT 75 FT IN WIDTH S OF C/L OF CANAL LESS BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD BEING ON NON-TANG CURVE, CONC SELY, RAD 1500 FT, CENT ANG 34 DEG, (CH BEARING N 40 DEG E 881.13FT) ALONG CURVE 894.31 FT, N 57 DEG E 2737.08 FT TO POC, CONC NWLY, RAD 3900 FT, CENT ANG 4 DEG, (CH BEARING N 55 DEG E 289.94 FT), ALONG CURVE 290.01 FT, S 56 DEG E TO E/L OF SEC, S TO A PT 1686.18 FT E OF POB, W 1686.18 FT TO POB

Reference: DRC#21-00051
S. Poinciana Blvd. K-8 School



CITY OF KISSIMMEE NOTICE OF PUBLIC HEARING CITY COMMISSION

This is to inform you that the City Commission of the City of Kissimmee will consider a proposed amendment to the Official Zoning Map referenced in Ordinance 3034 known as the Land Development Code. The City Commission will hold a meeting on **Tuesday, September 28, 2021** at 6:00 p.m. at the City Commission Chambers, 101 Church St., Kissimmee, FL 34741 with socially distanced seating.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.

The proposed amendment to be discussed at the public hearing will be as follows:

PROPOSED ORDINANCE 21-11: AN ORDINANCE AMENDING ORDINANCE NO. 3034 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.

FROM: HC (Highway Commercial) – City

TO: MUPUD (Mixed Use Planned Unit Development) – City

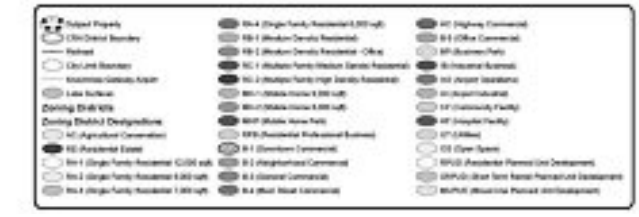
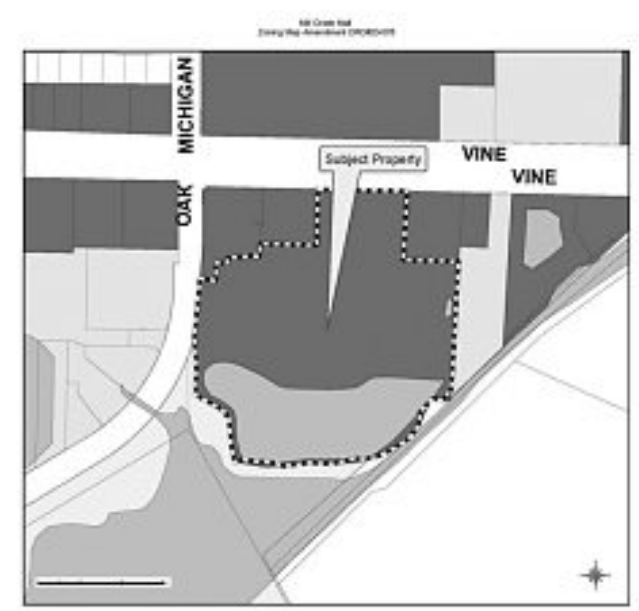
The subject property is located at: **Parcel ID: 23-25-29-1709-0001-0030 & 23-25-29-1709-0001-0040**

Legal Description:

MILL CREEK MALL PB 11 PG 104-105 LOT 3

Together with Parcel 2:

MILL CREEK MALL PB 11 PG 104-105 LOT 4



Reference: DRC#20-00076
Mill Creek Mall Rezoning

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

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 proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

**Planning Advisory Board
Commission Chambers
City Hall
Kissimmee, Florida
Wednesday, August 4, 2021
6:00 P.M.**

MEMBERS

Robert Bussiere, Chairman
Jeff Wolff, (Vice Chairman), (Absent)
Debra Buxton, (Absent)
Robert Spalding
Jackie Espinosa
Fatima Santiago
Diana Marrero-Pinto
Jason Lindsey, (School District)

STAFF

Douglas Etheredge, Assistant Director
Brenda Ryan, Planning Manager
Olga Sanchez-DeFuentes, City Attorney
Yolanda Hazley, Planning Technician

Due to technical difficulties the minutes could not be transcribed in its entirety.

Chairman Bussiere called the meeting to order at 6:00 p.m.

II Moment of silence and Pledge of Allegiance.

III Minutes

Member Espinosa made a motion to approve the minutes of May 19, 2021 Planning Advisory Board Meeting. Seconded by Member Spalding.

Chairman Bussiere	Aye	Member Santiago	Aye
Member Spalding	Aye	Member Marrero-Pinto	Aye
Member Espinosa	Aye		

Motion carried 5-0.

IIII OLD BUSINESS

IV NEW BUSINESS

**A. S. Poinciana Blvd. K-8 School, Land Use Plan Amendment (Large Scale),
DRC#21-00051, Proposed Ordinance#21-10**

Planning Manager Ryan stated that this is a request for approval of a Land Use Text Amendment (Large Scale), From: MU-FB (Mixed-Use Frank Brown Ranch) To: INST (Institutional) & MF-MDR (Multi-Family Medium Density Residential) on 128 acres of land.

Staff recommends approval for the following reasons:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.3, Multi-Family Medium Density Residential (MF-MDR) that is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.
2. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.1, Institutional (INST), that is intended to accommodate existing public and semi-public services including: governmental administration buildings and educational institutions. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR.
3. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.2, Public School Facilities, that permits public schools (kindergarten through high school) as allowable uses in areas with Institutional (INST), Single Family Low Density Residential (SF-LDR), Single Family Medium Density Residential (SF-MDR), Multiple Family Medium Density Residential (MF-MDR), Multiple Family High Density Residential (MF-HDR), Office-Residential (OR), Commercial General (CG), Industrial Business (IN), and Mixed-Use categories (MU-D, MU-V) subject to Land Development Code.
4. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan Text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
5. Compliance with Land Development Code Section 14-4-4A, Agricultural & Conservation (AC) Zoning District, that is compatible with the Institutional (INST) and Multiple Family Medium Density Residential (MF-MDR) Land Use designations.

Staff recommends approval subject to the following 1 condition:

1. Subject to Planning Advisory Board and City Commission review and approval to transmit to the Department of Economic Opportunity (DEO) for interagency review.

Member Spalding made a motion for approval subject to 1 condition. Seconded by Member Espinosa.

1. **Subject to Planning Advisory Board and City Commission review and approval to transmit to the Department of Economic Opportunity (DEO) for interagency review.**

Chairman Bussiere
Member Spalding
Member Espinosa

Aye
Aye
Aye

Member Santiago
Member Marrero-Pinto

Aye
Aye

Motion carried 5-0.

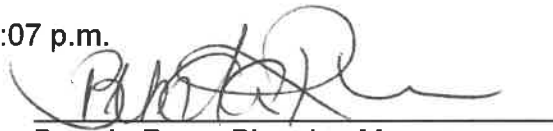
VI Discussion

VII HEARING CHAIRMAN AND BOARD MEMBERS

VIII ADJOURN

The Board adjourned the meeting at 6:07 p.m.


Chairman Bussiere, Chairman
Planning Advisory Board


Brenda Ryan, Planning Manager
Development Services Dept.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the Planning Advisory Board 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 proceeding is made, which 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 proceedings should contact the office of the City Clerk at (407) 518-2309 prior to the meeting.



DRC#21-00051
Land Development Code Text Amendment-First Review
S. Poinciana Blvd K-8 School
Project Rep: Rhonda Blake

DEVELOPMENT REVIEW COMMITTEE—June 1, 2021

DEPARTMENT REPRESENTATIVES:

AVIATION: 407-518-2516
Ramon Senoras

POLICE: 407-518-3227
Erika Castellucci
Jack Flanary

BUILDING DIVISION: 407-518-2120
Juan F. Hernandez
Juan C. Hernandez
Elisabeth Richter-Belote

PLANNING DIVISION: 407-518-2140
Douglas Etheredge
Brenda Ryan
David Bridle

FIRE: 407-518-2202
Chris Alessandri
Mary Creason

PUBLIC WORKS & ENGINEERING: 407-518-2170
Ryan Birks-Kilman
Jody Kirkendall (Sanitation) - 407-518-2651

PARKS & RECREATION: 407-518-2501
Steve Lackey
Kaia Greene

ADDITIONAL AGENCY REPRESENTATIVES:

**FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT):**
407-858-5900

OSCEOLA COUNTY SCHOOLS:
Rhonda Blake – 407-518-2964
Jason Lindsey – 407-518-2964

**KISSIMMEE UTILITY AUTHORITY
(KUA):**
Matt Maassen – 407-933-7777

PUBLIC SAFETY, 911 ADMINISTRATION:
Inez Padilla – 407-742-5911

OSCEOLA COUNTY HEALTH:
Jeffrey Smith – 407-742-8606

TOHO WATER AUTHORITY:
Kevin Anthony – 407-944-5000
Elizabeth George - 407-944-5000
Lauren Shields – 407-944-5000

OSCEOLA COUNTY PLANNING:
407-742-0200

**SOUTH FLORIDA WATER MANAGEMENT
DISTRICT (SFWMD):**
Mark Daron – 407-858-6100

DEVELOPMENT REVIEW COMMITTEE COMMENTS

To help ensure that comments have been addressed and to determine where and how they have been addressed, please provide written responses to each of the following comments.

AVIATION

Compliance-Comments

1. Proposed site of the school is within 2 miles SE in the approach for Runway 6. Continuous loud aircraft noise is expected day and night for arriving and departing traffic when Runway 6/24 is in use. Please submit an FAA Form 7460-1 to request an FAA Navigational Safety Study (<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>) that will determine the maximum allowable height of any structures and/or construction equipment that will penetrate the Kissimmee Airport's Airspace. Please submit the request at least 90 days prior to the planned start of construction to allow time for FAA review. Contact Airport Operations at (407) 518-2537 or ramon.senorans@kissimmee.gov for any assistance.

BUILDING DIVISION

Compliance-No Comments

FIRE

Compliance-No Comments

KISSIMMEE UTILITY AUTHORITY

No Comments Received-Comments may be forthcoming

OSCEOLA COUNTY PLANNING DEPARTMENT

Compliance-No Comments

OSCEOLA COUNTY SCHOOL BOARD

School District of Osceola County Application

PARKS & RECREATION

Compliance-No Comments

PLANNING DIVISION

Revise/Resubmit-Comments

Planning Division: Brenda Ryan

1. In order to remove the Mixed Use - Frank Brown (MU-FB) Future Land Use (FLU) designation in its entirety and replace with the proposed Institutional and Multi-Family

Medium Density Residential (MF-MDR) designations, the application must include all of the parcels that has the current MU-FB FLU designation.

- a) Include Parcels 36-25-28-00U0-0015-0000 and 35-25-28-0000-0040-0000 to the application.
 - b) Note that there may be a mapping error with MU-FB FLU designation for Parcel ID#35-25-28-0000-0014-0000 owned by Umam, LLC as this parcel was not listed with the original Frank Brown Annexation, Land Use or Rezoning applications (DRC#99-156, 99-157, and 99-158, respectively) and the parcel is currently reflecting that it is still within the County.
 - c) Also note that Parcel#35-25-28-0000-0040-0000 currently also reflects that it is still within the County but it was listed with the original Frank Brown Annexation, Land Use, and Rezoning applications.
2. Provide a copy of the MU-FB FLU Policy 1.2.10.2 in an underline/strikethrough format.
3. A legal description and a sketch of description is needed for the areas that will have the new MF-MDR FLU designations.
4. Provide additional justification for the Institutional and MF-MDR FLU designations and removal of the MU-FB FLU designation.
5. Note that a rezoning will be required at some point in time to accommodate new development. for the MF-MDR FLU designation. Any property that has a Future Land Use designation, other than single Family Low Density Residential (SF-LDR), and has an AC Zoning designation should be considered a holding zone which will permit appropriate rural development until such time as new urban development is appropriate. When new urban development is appropriate for such areas, the property subject to the proposed development may be rezoned to be consistent with its future land use designation and the new development shall be consistent with the new zoning. LDC 14-4-4A(3)
 - a) It is recommended to rezone all of the properties at the same time.
 - i) The AC Zoning only permits detached single family homes that only has a Single Family Low Density Residential Future Land Use designation and will not allow for any other type of residential development.
 - ii) Elementary and middle schools are permitted in AC Zoning; however, it is better suited to rezone to Community Facilities (CF) zoning that can accommodate additional ancillary community and educational uses.
6. Note that a subsequent Minor Site Plan review will be required for the school. LDC 14-3-31B(1)

POLICE

Compliance-No Comments

PUBLIC SAFETY/911

Compliance-No Comments

PUBLIC WORKS & ENGINEERING

Compliance-No Comments

Public Works: Ryan Kilman

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

No Comments Received

TOHO WATER AUTHORITY

Compliance-No Comments

Reviewing Dept: Cesar Munoz



DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

Important note: The Development Review process associated with this request (as outlined in the attached application) is intended to ensure that the request meets the requirements established in the City of Kissimmee Land Development Code and site development criteria for the City of Kissimmee, and other local, regional and state agencies. It is not intended to constitute approval of building construction or permits as required by external agencies.

Other processes, permits, authorizations, and/or fees may be required prior to construction of requested improvements. These may include, but are not limited to:

- ❖ Mobility/Impact Fees (Transportation, Water & Sewer, Recreation, School)
- ❖ Building permits and review fees
- ❖ Right-of-Way Utilization permits
- ❖ South Florida Water Management District (SFWMD) permits
- ❖ Utility permits and/or fees
- ❖ Federal Aviation Administration (FAA) authorizations
- ❖ Business Tax Receipts (BTRs)
- ❖ State Permits and/or Licenses
- ❖ Development Service Agreements (Toho Water Authority)
- ❖ Florida Department of Environmental Protection (FDEP) Permits
- ❖ NPDES Permits (Stormwater permitting)

The Agent of record and/or property owner for the attached request is responsible for coordinating with applicable agencies to ensure all requirements for the requested improvements have been met prior to construction.

Please read all information above and complete the lower portion of this disclaimer. This document must be signed by both agent and property owner and shall be included with the attached application. Failure to submit this form with the completed application will result in Staff finding the application to be insufficient for review and will delay your request.

Project Name: S. Poinciana Blvd - K-8 School DRC# _____

I Certify that I have read the above and understand/acknowledge the information contained therein.

Agent Signature: Rhonda Blake Date: 5/7/21

Agent Name (Print): Rhonda Blake

Property Owner Signature: Parisa Sabeti Date: 5/7/21

Property Owner Name (Print): Parisa Sabeti and Pegah Sabeti

Pegah Sabeti



**CITY OF KISSIMMEE
APPLICATION FOR DEVELOPMENT REVIEW**



PROJECT

Name of Project: S. Poinciana Blvd K-8 School

Location (Address if possible): East side of S. Poinciana Blvd, north of Old Tampa Highway

Parcel ID#: 36-25-28-00U0-0015-0000, 35-25-28-0000-0040-0000,
35-25-28-00U0-0040-0000

APPLICANT

Name: Parisa Sabeti and Pegah Sabeti, Co-Trustees

Firm: _____

Address: 132 E. Colonial Drive Suite 206 Orlando, FL 32801

Phone: (407) 963-0402

E-Mail: hank1041@icloud.com

AGENT (Contact Person)

Name: Rhonda Blake

Firm: The School District of Osceola County

Address: 817 Bill Beck Boulevard Kissimmee, FL 34744

Phone: (407) 518 2964

E-Mail: rhonda.blake@osceolaschools.net

OWNER

Name: Parisa Sabeti and Pegah Sabeti, Co-Trustees

Firm: _____

Address: 132 E. Colonial Drive Suite 206 Orlando, FL 32801

Phone: (407) 963-0402

E-Mail: hank1041@icloud.com

LEGAL DESCRIPTION/LOCATION

Please see attached for proposed School Site

35-25-28-00U0-0040-0000 Property Card Attached

East side of S. Poinciana Blvd. and North of Old Tampa Highway

Note: Dates are contingent upon previous meeting approval and dependent upon the project type may not require various meetings. For specific processes, please see the project type. Scheduled dates for Public Hearings are subject to notification requirements and may be altered due to advertising requirements.

All requests must be accompanied by a completed application, checklist, fee, folded plan(s), a CD containing PDF(s) of any exhibits and/or plans and any other supporting materials. A sufficiency review will be conducted within 24 hours of submittal. If submittal is insufficient, the request will not be scheduled/distributed for review. Unless specifically noted, deadlines for submittals are **Friday at 4:00 p.m.** on the above listed dates. **No late or incomplete submittal will be accepted.**

FOR OFFICE USE ONLY

REQUEST _____ FEE COLLECTED _____

DATE _____ REC'D BY _____ DRC # _____ DRC DATE _____

SUFFICIENCY REVIEW (Y/N) _____ PROJECT MANAGER _____



CITY OF KISSIMMEE

APPLICATION FOR LAND USE PLAN AMENDMENT REQUEST

Present land use designation: MU-FB

Present zoning district designation: AC (Agricultural Conservation)

Requested City land use designation: Text Amendment to strike down MU-FB as indicated by COK in Pre-App Meeting 3/30/2021

What is the proposed zoning for the subject site? No Change
(Submittal of a zoning map amendment request application is also required to be submitted with this request)

Size (acres) of land included in the property: 130.78 +/- Acres

Is this submittal in conjunction with an Annexation request? YES ☐ NO ☒

Ownership: When was the deed to this property last recorded?

Date: 9/19/2020 Official Record of Deed Book 5790 Page 0673

What covenants, deed restrictions or other private agreement(s) regulate the use and development of this property?

None

State why the proposed land use change of the property would be appropriate for the property and also the surrounding areas:

Proposed Land Use Change would allow for a K-8 School Site that would serve the existing and proposed residential communities in the area. In addition to reducing the travel time that students are on the bus and to provide relief of the existing schools serving the area, including the elimination of portables, creating a cost savings.

I Certify that to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

- ☐ Owner of the property described herein
☐ Party to an agreement for purchase of this property*
☒ An agent for the owner or purchase of this property
☐ Other

*Applications submitted by an applicant other than the owner of the subject property shall be accompanied by written documentation, suitable to the City Attorney, from the property owner authorizing the applicant to submit this request.

Date: 5-5-2021

Printed Name: Brandon Pike Signature: Brandon Pike

*The applicant will need to attend all city meeting(s) or the request will not be considered. Applicant may be required to provide additional data and analysis during the review process to support this proposed land use plan amendment.

See next page for approximate timing of the review process



CITY OF KISSIMMEE APPLICATION FOR LAND USE PLAN AMENDMENT REQUEST

Present land use designation: MU-FB

Present zoning district designation: AC (Agricultural Conservation)

Requested City land use designation: Institutional and MF-MDR - Please see attached Narrative.

What is the proposed zoning for the subject site? No Change
(Submittal of a zoning map amendment request application is also required to be submitted with this request)

Size (acres) of land included in the property: 130.78 +/- Acres

Is this submittal in conjunction with an Annexation request? YES ☐ NO ☒

Ownership: When was the deed to this property last recorded?

Date: 9/19/2020 Official Record of Deed Book 5790 Page 0673

What covenants, deed restrictions or other private agreement(s) regulate the use and development of this property?
None

State why the proposed land use change of the property would be appropriate for the property and also the surrounding areas:

The K-8 school site will serve the existing and proposed residential communities in the area.

The portion west of the spine road to be designated as Institutional.

The portion east of the spine road to be Multi-Family Medium Density Residential "MF-MDR"

I Certify that to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

- ☐ Owner of the property described herein
- ☐ Party to an agreement for purchase of this property*
- ☒ An agent for the owner or purchase of this property
- ☐ Other

*Applications submitted by an applicant other than the owner of the subject property shall be accompanied by written documentation, suitable to the City Attorney, from the property owner authorizing the applicant to submit this request.

Date: 5-5-2021

Printed Name: Brenda Blake

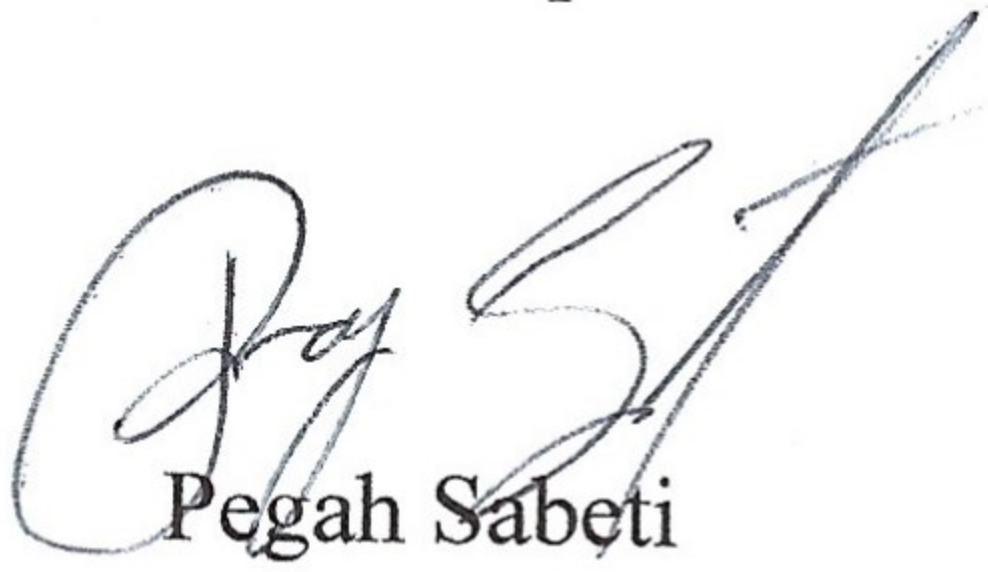
Signature: Brenda Blake

*The applicant will need to attend all city meeting(s) or the request will not be considered. Applicant may be required to provide additional data and analysis during the review process to support this proposed land use plan amendment.

See next page for approximate timing of the review process

City of Kissimmee,

We The owner of the property called Frank Brown mixed used, authorize The Osceola County School representative to submit Land use Plan changes in or behalf.



Pegah Sabeti



Parisa Sabeti

Narrative

Large Scale Text Amendment requesting:

1. The portion west of the proposed Spine Road where the K-8 is proposed be designated as Institutional.
2. The remaining portion of the parcel that will remain under the Sabeti's ownership proposed to be designated as MF-MDR.

SUBJECT PROPERTY (GREEN) AERIAL PHOTOGRAPH



Legal Description to be provided prior to Closing

Prepared by and Return to:
Kevin K. Smith, Esq.
SMITH MACKINNON, PA
P.O. Box 2254
Orlando, FL 32802-2254

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 3rd day of August, 2020, by Alexander C. Mackinnon, Individually and as Trustee, whose address is 400 North New York Avenue, Suite 108, Winter Park, FL 32789 ("Grantor"), to Parisa Sabeti and Pegah Sabeti, Co-Trustees, whose address is 132 E. Colonial Drive, Suite 206, Orlando, FL 32801, ("Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land located in Osceola County, Florida, more particularly described as:

SEE ATTACHED EXHIBIT "A"

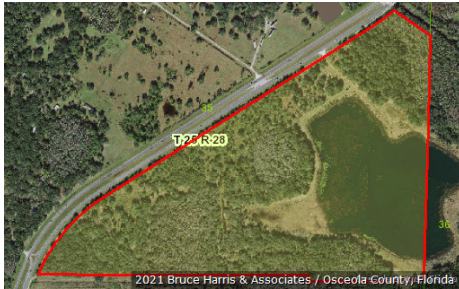
* [Full power and authority is granted by this Deed to the Co-Trustees or their successors to protect, conserve, sell, lease, encumber or otherwise manage and dispose of the real estate or any part of it.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee forever.



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
 www.property-appraiser.org
 Osceola County Government Center
 2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 35-25-28-00U0-0040-0000



Owner Information

Owner Name SABETI PARISA CO-TR
 SABETI PEGAH CO-TR

Mailing Address 132 E COLONIAL DR STE 206
 ORLANDO, FL 32801

Physical Address KISSIMMEE FL 34746

Description PASTURELAND 1-VAC

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 04/27/2021, which are subject to change prior to certification

Land	\$6,200
AG Benefit	\$2,183,800
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$2,190,000
Assessed(estimated)	\$6,200
Exemption(estimated)	\$0
Taxable(estimated)	\$6,200

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 02/04/2021

Land	\$6,200
AG Benefit	\$2,183,800
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$2,190,000
Assessed*	\$6,200
Exemption	\$0
Taxable	\$6,200

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5790-0673	\$100	2020-08-03	QC
1	1692-2088	\$1,242,500	2000-01-13	WD
2	0830-0046	\$0	1986-10-01	WD

Land Information - Total Acreage: 109.50

Land Description	Units	Depth	Land Type	Land Value
SWAMP MAR	46.70	0.00	AC	\$1,400
NATIVE	62.80	0.00	AC	\$4,800
MARKET VALUE	109.50	0.00	AC	\$2,190,000

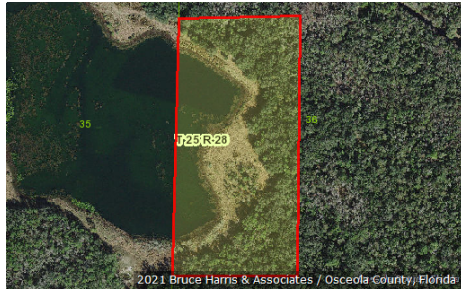
Legal Description

Legal Description BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD ON NON-TAN CURVE, CONC SELY, RAD 1500 FT, INCL ANG 34 DEG (CH BEARING N 40 DEG E 881.13 FT) ALONG CURVE 894.31 FT, N 57 DEG E 2737.08 FT TO POC, CONC NWLY, RAD 3900 FT, INCL ANG 4 DEG (CH BEARING N 55 DEG E 289.94 FT) ALONG CURVE 290.01 FT, S 56 DEG E TO E/L OF SEC, S TO A PT 1686.18 FT E OF POB, W 1686.18 FT TO POB AND N 53.80 FT OF SE 1/4 LESS W 1700 FT ORD #2338



Katrina S. Scarborough, CFA, CCF, MCF
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 www.property-appraiser.org
 Osceola County Government Center
 2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 36-25-28-00U0-0015-0000



Owner Information

Owner Name SABETI PARISA CO-TR
 SABETI PEGAH CO-TR

Mailing Address 132 E COLONIAL DR STE 206
 ORLANDO, FL 32801

Physical Address KISSIMMEE FL 34746

Description PASTURELAND 1-VAC

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 07/01/2021, which are subject to change prior to certification

Land	\$1,200
AG Benefit	\$416,000
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$417,200
Assessed(estimated)	\$1,200
Exemption(estimated)	\$0
Taxable(estimated)	\$1,200

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 02/04/2021

Land	\$1,200
AG Benefit	\$416,000
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$417,200
Assessed*	\$1,200
Exemption	\$0
Taxable	\$1,200

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5790-0673	\$100	2020-08-03	QC
1	1692-2088	\$1,242,500	2000-01-13	WD
2	0830-0046	\$0	1986-10-09	WD

Land Information - Total Acreage: 20.86

Land Description	Units	Depth	Land Type	Land Value
NATIVE	11.79	0.00	AC	\$900
SWAMP MAR	9.07	0.00	AC	\$300
MARKET VALUE	20.86	0.00	AC	\$417,200

Legal Description

Legal Description BEG AT W 1/4 COR OF SEC, E 651.37 FT, N 1341.77 FT, W 648.04 FT TO W/L OF SEC, S 1328 FT MOL TO POB AND N 47 FT OF W 651.50 FT OF SW 1/4



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 Osceola County Government Center
 2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 35-25-28-0000-0040-0000



Owner Information

Owner Name SABETI PARISA CO-TR
 SABETI PEGAH CO-TR

Mailing Address 132 E COLONIAL DR STE 206
 ORLANDO, FL 32801

Physical Address 1301 S POINCIANA BLVD, KISSIMMEE FL 34746

Description PASTURELAND 1-VAC

Tax District 300 - OSCEOLA COUNTY

Tax Values

Current Values

Current Value represents working appraised values as of 07/01/2021, which are subject to change prior to certification

Land	\$0
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$8,200
Assessed(estimated)	\$0
Exemption(estimated)	\$0
Taxable(estimated)	\$0

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 02/04/2021

Land	\$0
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$8,200
Assessed*	\$0
Exemption	\$0
Taxable	\$0

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5790-0673	\$100	2020-08-03	QC
1	1692-2088	\$1,242,500	2000-01-13	WD
2	0830-0046	\$0	1986-10-01	WD

Land Information - Total Acreage: 0.42

Land Description	Units	Depth	Land Type	Land Value
SWAMP MAR	0.41	0.00	AC	\$12
MARKET VALUE	0.41	0.00	AC	\$8,200

Legal Description**Legal Description**

THAT PORTION OF N 1/2 LYING E OF POINCIANA BLVD R/W & S OF C/L OF OREN BROWN DRAINAGE CANAL, SUBJ TO MAINTENANCE ESMT 75 FT IN WIDTH S OF C/L OF CANAL LESS BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD BEING ON NON-TANG CURVE, CONC SELY, RAD 1500 FT, CENT ANG 34 DEG, (CH BEARING N 40 DEG E 881.13FT) ALONG CURVE 894.31 FT, N 57 DEG E 2737.08 FT TO POC, CONC NWLY, RAD 3900 FT, CENT ANG 4 DEG, (CH BEARING N 55 DEG E 289.94 FT), ALONG CURVE 290.01 FT, S 56 DEG E TO E/L OF SEC, S TO A PT 1686.18 FT E OF POB, W 1686.18 FT TO POB

KISSIMMEE, FLORIDA



- DESCRIPTION: (BY THIS SURVEYOR)

A portion of lands described in Official Records Book 5790, Page 673, Public Records of Osceola County, Florida, being more particularly described as follows:

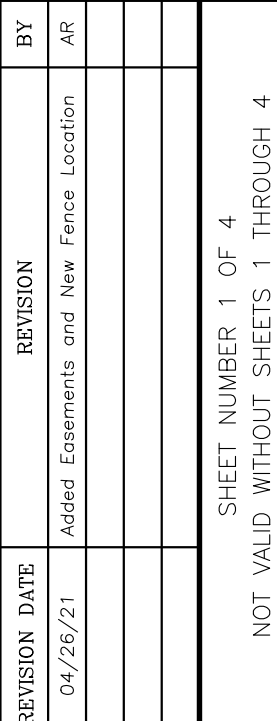
Began at the intersection of the North Line of Poinciana Office and Industrial Park 1, Section B, according to the plat thereof recorded in Plat Book 3, Page 856 through 236, Public Records of Osceola County, Florida and the Eastern right of way line of South Poinciana Boulevard per Official Records Book 7589, page 673, Public Records of Osceola County, Florida; thence North 0°00'00" East, along said curve to a point of tangency, bearing North 34°09'37", thence from a tangent bearing of North 23°11'17" East, Northeastly, a distance of 894.3 feet along the arc of said curve and also along said Easterly right of way line to a point of tangency; thence North 57°20'S4" East, a distance of 1656.78 feet along said right of way line to a point of tangency; thence South 57°20'S4" West, along said curve to a point of tangency; thence South 23°39'06" East, a distance of 208.35 feet to a point of curvature of a curve concave Northeasterly having a radius of 220.00 feet and a central angle of 24°04'24"; thence Southeasterly, a distance of 92.43 feet along the arc of said curve to the point of tangency; thence South 55°43'29" East, a distance of 101.53 feet to a point of curvature of a curve concave Southwestely, having a radius of 140.00 feet and a central angle of 26°32'03"; thence Southeastly, a distance of 100.00 feet to a point of curvature of a curve concave Westerly, having a radius of 140.00 feet and a central angle of 26°32'03"; thence Southerly, a distance of 64.84 feet along the arc of said curve to the point of tangency; thence South 01°33'34" West, a distance of 100.00 feet to a point of curvature of a curve concave Westerly, having a radius of 140.00 feet and a central angle of 24°26'46"; thence Southwesterly, a distance of 59.73 feet along the arc of said curve to the point of tangency; thence South 01°33'34" West, a distance of 100.00 feet to a point of curvature of a curve concave Easterly, having a radius of 220.00 feet and a central angle of 24°04'24"; thence Southerly, a distance of 121.91 feet along the arc of said curve to the point of tangency; thence South 05°44'40" East, a distance of 100.00 feet to a point of curvature of a curve concave Easterly, having a radius of 220.00 feet and a central angle of 24°04'24"; thence Southerly, a distance of 121.91 feet along the arc of said curve to the point of tangency; thence South 37°29'40" East, or thereunto, a distance of 100.14 feet to a point of curvature of a curve concave Northerly, having a radius of 220.00 feet and a central angle of 16°55'33"; thence Easterly, a distance of 64.99 feet along the arc of said curve to the point of tangency; thence South 88°01'13" East, a distance of 167.57 feet to a point of curvature of a curve concave Northerly, having a radius of 220.00 feet and a central angle of 16°55'33"; thence Easterly, a distance of 64.99 feet along the arc of said curve to the point of tangency; thence South 54°33'33" East, a distance of 322.25 feet to a point of curvature of a curve concave Southwestely, having radius of 25.00 feet and a central angle of 58°40'04"; thence Southeasterly, a distance 25.60 feet along the arc of said curve to a point of reverse curvature of a curve concave Easterly, having a radius of 100.00 feet and a central angle of 36°38'34"; thence Southerly, a distance of 63.95 feet along the arc of said curve to the point of tangency; thence South 54°33'33" East, a distance of 322.25 feet to a point of curvature of a curve concave Southwestely, having radius of 25.00 feet and a central angle of 58°40'04"; thence Southeasterly, a distance 25.60 feet along the arc of said curve to a point on the South line of lands described in Official Records Book 5790, Page 673, Public Records of Osceola County, Florida; thence South 89°46'S5" West, a distance of 804.79 feet along the South line of said lands to a point on the East line of said Poinciana Office and Industrial Park 1, Section B, according to the plat thereof recorded in Plat Book 3, Page 856 through 236, Public Records of Osceola County, Florida; thence South 89°50'49" West, a distance of 2374.07 feet along said North line to the POINT OF BEGINNING.

SURVEYOR'S REPORT:

1. Utility locations if shown herein are based on field location of markings by utility company representatives, surface features and construction plans furnished to the surveyor. Additional sub-surface utilities may exist that have not been field located.
2. Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
3. Minimum Horizontal Accuracy for this survey is in accordance with the STANDARDS OF PRACTICE set forth by the Board of Professional Surveyors and Mappers in Chapter 6J-17 requirements of Florida Administration Code. The map and measurement methods used for this survey meet or exceed this requirement. The dimensions shown herein are in United States survey feet and decimals thereof.
4. This survey does not determine ownership of the lands shown herein.
5. Underground foundations have not been located.
6. Survey map and report or the copies thereof are not valid without the original signature and seal or the electronic signature and seal of a Florida Licensed Surveyor and Mapper, and if shown herein is in compliance with Florida Administrative Code 5J-17.062 and Florida Statute 472.025.
7. Features shown by symbol as indicated in the legend are not to scale.
8. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
9. Bearings shown herein are based on the North Line of Poinciana Office and Industrial Park 1, Section B, Plat Book 3, Pages 236-238, Osceola County, Florida being North89°50'49" West. Bearings and distances shown herein are measured unless otherwise noted.
10. Horizontal features shown on the map refer to a National Geodetic Survey point with designation "R 628", PID number D19142 and is relative to North American Datum of 1983 (NAD83). 2011 adjustment, State Plane Coordinate System, Florida East Zone. Distances shown are GRID distances.
11. This Survey was performed without benefit of an abstract, title search, title opinion or title commitment. A title search may reveal additional information affecting the parcel as shown.
12. Unless shown, only those visible features found within the boundaries of this survey or in the immediate vicinity of the above described parcel boundary have been located.
13. Right of Way information shown herein was determined by found monumentation, recorded plats, and information obtained on the Osceola County Property Appraisers web site.
14. The above described parcel contains 57.96 acres, more or less.
15. Wetland areas depicted herein were flagged or marked by other, and were field located by Southeastern Surveying & Mapping, Corp. on 03/30/2021.
16. I have reviewed the title insurance commitment from Old Republic National Title Insurance Company #999454, dated December 30, 2020 at 11:00 PM and all recorded survey related encumbrances, except liens, identified in Schedule B-II of the title insurance commitment have been shown or noted on the subject parcel. The Commitment Schedule B-III exceptions that are not a survey matter may require a legal opinion as to their affecting or not affecting the subject parcel therefore the surveyor is not qualified by law to render a conclusive legal opinion as to those non-survey matter exceptions.

NOTICE OF LIABILITY:

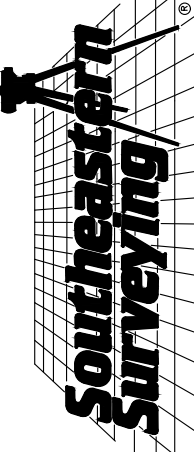
This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.



Boundary Survey		
Project: S. Poinciana Boulevard / Knightbridge Property Kissimmee, Florida		
Field Date:	April 07, 2021	Drawn By: AR Scale: AS SHOWN

The School District of Osceola County
 Callan Law Firm, PA
 Frank C. Kruppenbacher, PA

DRAWING NUMBER
66225002
SHEET
NUMBER
1 OF 4



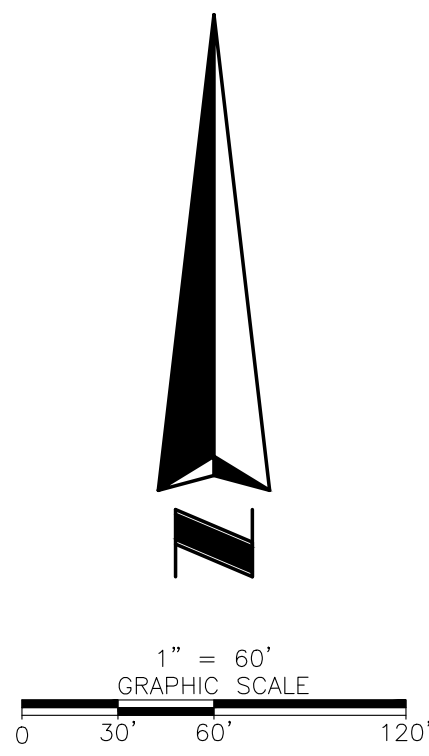
**SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION**
6600 All American Boulevard
Orlando, Florida 32817-4368
(407) 292-8580
e-mail: info@southeasternsurveying.com
Certification Number 1B2106

REVISION	REVISION DATE	BY
Added Easements and New Fence Location	04/26/21	AR

Boundary Survey
Project: **S. Poinciana Boulevard / Knightbridge Property**
Kissimmee, Florida
Field Date: April 07, 2021
Drawn By: AR
Scale: 1" = 60'

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
66225002
SHEET
NUMBER
2 OF 4



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	30.00'	90°00'00"	47.12'	S77°39'06"E	42.43'
C2	220.00'	24°04'24"	92.43'	S44°41'17"E	91.76'
C3	140.00'	31°49'00"	77.58'	S40°50'59"E	76.59'
C4	140.00'	26°32'03"	64.84'	S11°42'28"E	64.26'

WEST LINE OF THE NORTHEAST
1/4 OF SECTION 35-25-28

SOUTH POINCIANA BOULEVARD
200.00' RIGHT OF WAY
PER OFFICIAL RECORDS BOOK 758, PAGE 2840
CENTERLINE

SEE SHEET 3

SEE SHEET 4

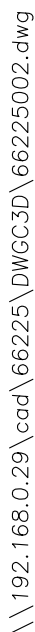
EASEMENT ACROSS
MCCOY/VINON PROPERTY
ORB 5439, PAGE 1173
PERPETUAL INGRESS &
EGRESS
ORB 4370, PAGE 2078

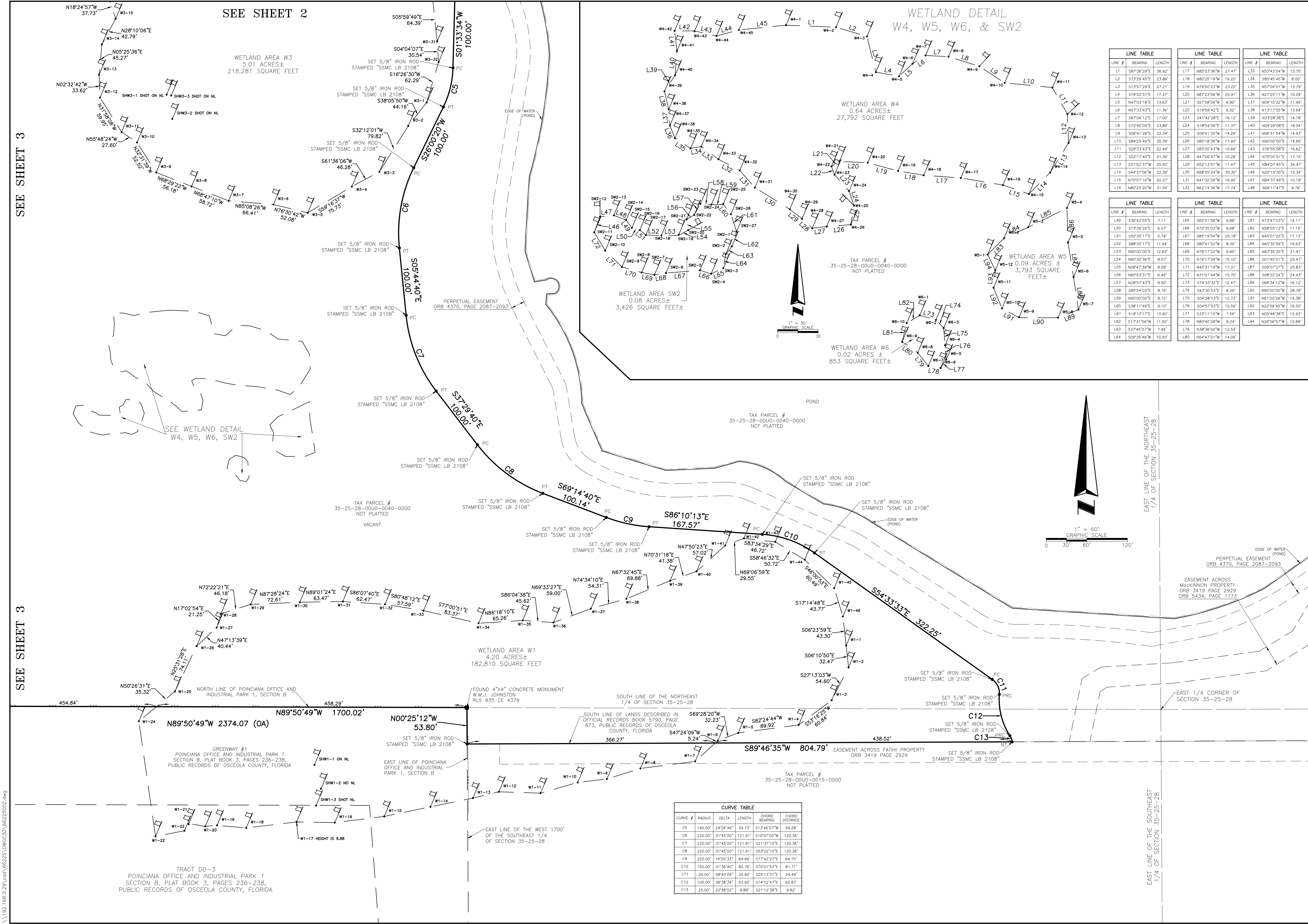
TAX PARCEL #
35-25-28-0000-0040-0000
NOT PLATTED

PERPETUAL EASEMENT
ORB 4370, PAGE 2087-2093

EDGE OF WATER
(POND)

WETLAND AREA W3
5.01 ACRES±
218,281 SQUARE FEET





SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
66225002
SHEET NUMBER
4 OF 4

BY: AR

REVISION: Added Easements and New Fence Location 04/26/21

REVISION DATE: 04/26/21

REVISION: 04/26/21

Project: S. Polciana Boulevard / Knightbridge Property Kissimmee, Florida

Field Date: April 07, 2021

Scale: 1" = 60'

Drawn By: AR

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6600 All American Boulevard
Orlando, FL 32817-4368
(407) 292-8580
e-mail: info@southesternsurveying.com
Certification Number 182108

SEE SHEET 4 OF 4 SHEETS
NOT VALID THROUGH 4

KISSIMMEE GOLF CLUB

S. POINCIANA BOULEVARD

PROJECT LOCATION

SINGLE CREEK

PLEASANT HILL ROAD

OLD TAMPA HIGHWAY

U.S. 17 S ORANGE BLOSSOM TRAIL

--- = BARBED WIRE FENCE	■ = CONCRETE MONUMENT
-FOC- = BURIED FIBER OPTIC LINE	● = IRON ROD
-GM- = GAS MAIN	⚡ = WETLAND FLAG
-OHL- = OVERHEAD UTILITY LINE	PT = POINT OF TANGENCY
-WL- = WATER LINE	PC = POINT OF CURVATURE
⏏ = POWER POLE	NT = NON-TANGENCY
⌒ = GUY ANCHOR	PRC = POINT OF REVERSE CURVE
Ⓢ = UTILITY MAKER	SWH = SEASONAL HIGH WATER LINE
Ⓔ = WATER VALVE	ID = IDENTIFICATION
CMP = CORRUGATED METAL PIPE	LB = LICENSED BUSINESS
RCP = REINFORCED CONCRETE PIPE	RLS = REGISTERED LAND SURVEYOR
	SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION

A portion of lands described in Official Records Book 5790, Page 673, Public Records of Osceola County, Florida, being more particularly described as follows:

[illegible]

1. Utility locations if shown hereon are based on field location of markings by utility company representatives, surface features and construction plans furnished to the surveyor. Additional sub-surface utilities may exist that have not been field located.
2. Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
3. Minimum Horizontal Accuracy for this survey is in accordance with the STANDARDS OF PRACTICE set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 requirements of Florida Administration Code. The map and measurement methods used for this survey meet or exceed this requirement. The dimensions shown hereon are in United States survey feet and decimals thereof.
4. This survey does not determine ownership of the lands shown hereon.
5. Underground foundations have not been located.
6. Survey map and report or the copies thereof are not valid without the original signature and seal or the electronic signature and seal of a Florida Licensed Surveyor and Mapper, and if shown hereon is in compliance with Florida Administrative Code 5J-17.062 and Florida Statute 472.025.
7. Features shown by symbol as indicated in the legend are not to scale.
8. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
9. Bearings shown hereon are based on the North Line of Poinciana Office and Industrial Park 1, Section B, Plot Book 3, Pages 236-238, Osceola County, Florida being North89°50'49"West. Bearings and distances shown hereon are measured unless otherwise noted.
10. Horizontal features shown on the map refer to a National Geodetic Survey point with designation "R 628", PID number D9142 and is relative to North American Datum of 1983 (NAD83), 2011 adjustment, State Plane Coordinate System, Florida East Zone. Distances shown are GRID distances.
11. This Survey was performed without benefit of an abstract, title search, title opinion or title commitment. A title search may reveal additional information affecting the parcel as shown.
12. Unless shown, only those visible features found within the boundaries of this survey or in the immediate vicinity of the above described parcel boundary have been located.
13. Right of Way information shown hereon was determined by found monumentation, recorded plats, and information obtained on the Osceola County Property Appraisers web site.
14. The above described parcel contains 4.83 acres, more or less.
15. Wetland areas depicted hereon were flagged or marked by other, and were field located by Southeastern Surveying & Mapping, Corp. on 03/30/2021.
16. I have reviewed the title insurance commitment from Old Republic National Title Insurance Company #999454, dated December 30, 2020 at 11:00 PM and all recorded survey related encumbrances, except liens, identified in Schedule B-II of the title insurance commitment have been shown or noted on the survey. Title Commitment Schedule B-II contains captions that are not a survey matter may require a legal opinion as to their affecting or not affecting the subject parcel therefore the surveyor is not qualified by law to render a conclusive legal opinion as to those non-survey matter exceptions.

This survey is certified to those individuals shown on the face hereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

BY	REVISION	REVISION DATE

SHEET NUMBER 1 OF 4
NOT VALID WITHOUT SHEETS 1 THROUGH 4

Boundary Survey		
Project: S. Poinciana Boulevard / Knightbridge Property Kissimmee, Florida		
Field Date:	April 07, 2021	Drawn By: AR Scale: AS SHOWN

The School District of Osceola County
 Callan Law Firm, PA
 Frank C. Kruppenbacher, PA

DRAWING NUMBER
66225004
SHEET
NUMBER

1 OF 4

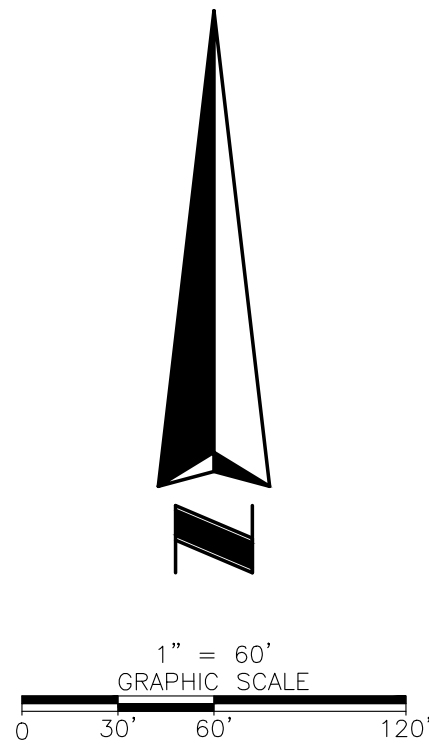
**SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION**
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
e-mail: info@southeasternsurveying.com
Certification Number LB2108



Andrew D. Perry
ANDREW PERRY, PSM
Registered Land Surveyor
Number 6124

\\192.168.0.29\cadd\66225\DWG\3D\66225004.dwg

WEST LINE OF THE NORTHEAST
1/4 OF SECTION 35-25-28



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	30.00'	90°00'00"	47.12'	S12°20'54"W	42.43'
C2	140.00'	24°04'24"	58.82'	S44°41'17"E	58.39'
C3	220.00'	31°45'00"	121.91'	S40°50'59"E	120.36'
C4	220.00'	26°32'03"	101.88'	S11°42'28"E	100.98'
C21	140.00'	26°32'03"	64.84'	N11°42'28"W	64.26'
C22	140.00'	31°45'00"	77.58'	N40°50'59"W	76.59'
C23	220.00'	24°04'24"	92.43'	N44°41'17"W	91.76'
C24	30.00'	90°00'00"	47.12'	N77°39'06"W	42.43'

SEE SHEET 3

SOUTH POINCIANA BOULEVARD
200.00' RIGHT OF WAY
PER OFFICIAL RECORDS BOOK 758, PAGE 2840
CENTERLINE
EDGE OF PAVEMENT
EASTERLY RIGHT OF WAY LINE

TAX PARCEL #
35-25-28-00U0-0040-0000
NOT PLATTED

POINT OF BEGINNING
SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

N57°20'54"E
140.00'

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

PC

PT

PC

PT

PC

PT

PC

PT

PC

PT

PC

PT

PC

PT

PC

PT

PC

PT

SEE SHEET 4

TAX PARCEL #
35-25-28-00U0-0040-0000
NOT PLATTED

PERPETUAL EASEMENT
ORB 4370, PAGE 2087-2093

EDGE OF WATER (POND)

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

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STAMPED "SSMC LB 2108"

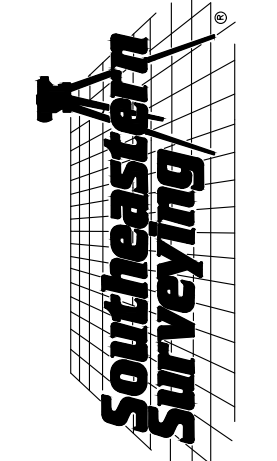
EASEMENT ACROSS
MARTINOWICZ PROPERTY
ORB 5439, PAGE 1173
PERPETUAL EGRESS &
EGRESS
ORB 4370, PAGE 2078

Project: **Boundary Survey**
S. Poinciana Boulevard / Knightbridge Property
Kissimmee, Florida
Field Date: April 07, 2021
Drawn By: AR
Scale: 1" = 60'

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
66225004
SHEET
NUMBER
2 OF 4

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6600 All American Boulevard
Orlando, Florida 32817-4368
(407) 292-8580
e-mail: info@southesternsurveying.com
Certification Number 1B2106



SHEET NUMBER 2 OF 4
THIS DRAWING IS VALID THROUGH 4

SEE SHEET 2

SEE SHEET 4

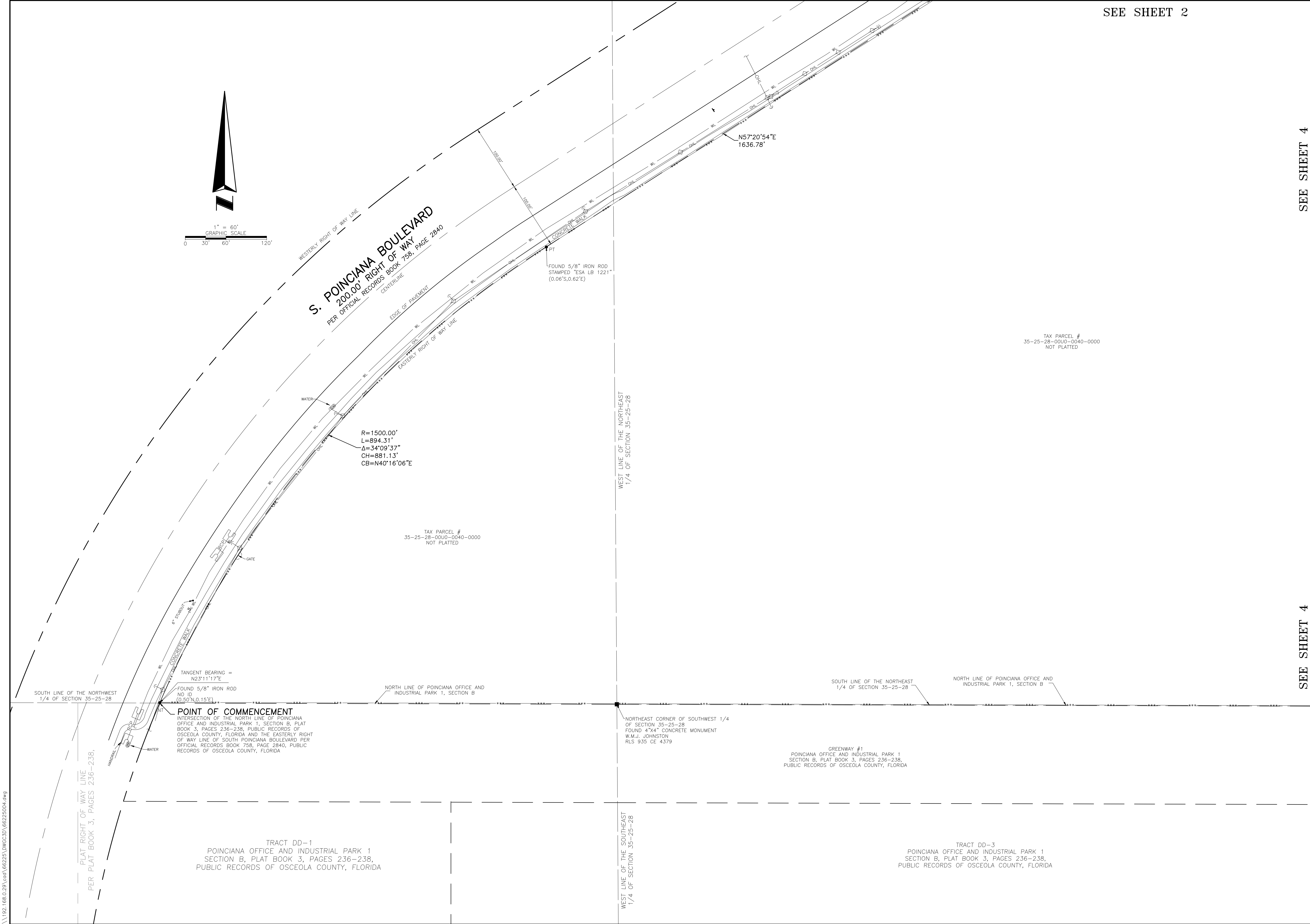
SEE SHEET 4

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32817-4333
(407) 292-8500
e-mail: info@southesternsurveying.com
Certification Number 182106

REVISION	REVISION DATE	BY

Project:	Boundary Survey
S. Poinciana Boulevard / Knightbridge Property	
Kissimmee, Florida	
Field Date:	April 07, 2021
Drawn By:	AR
Scale:	1" = 60'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.	DRAWING NUMBER
	66225004
	SHEET NUMBER
	3 OF 4



SEE SHEET 2

SEE SHEET 3

SEE SHEET 3

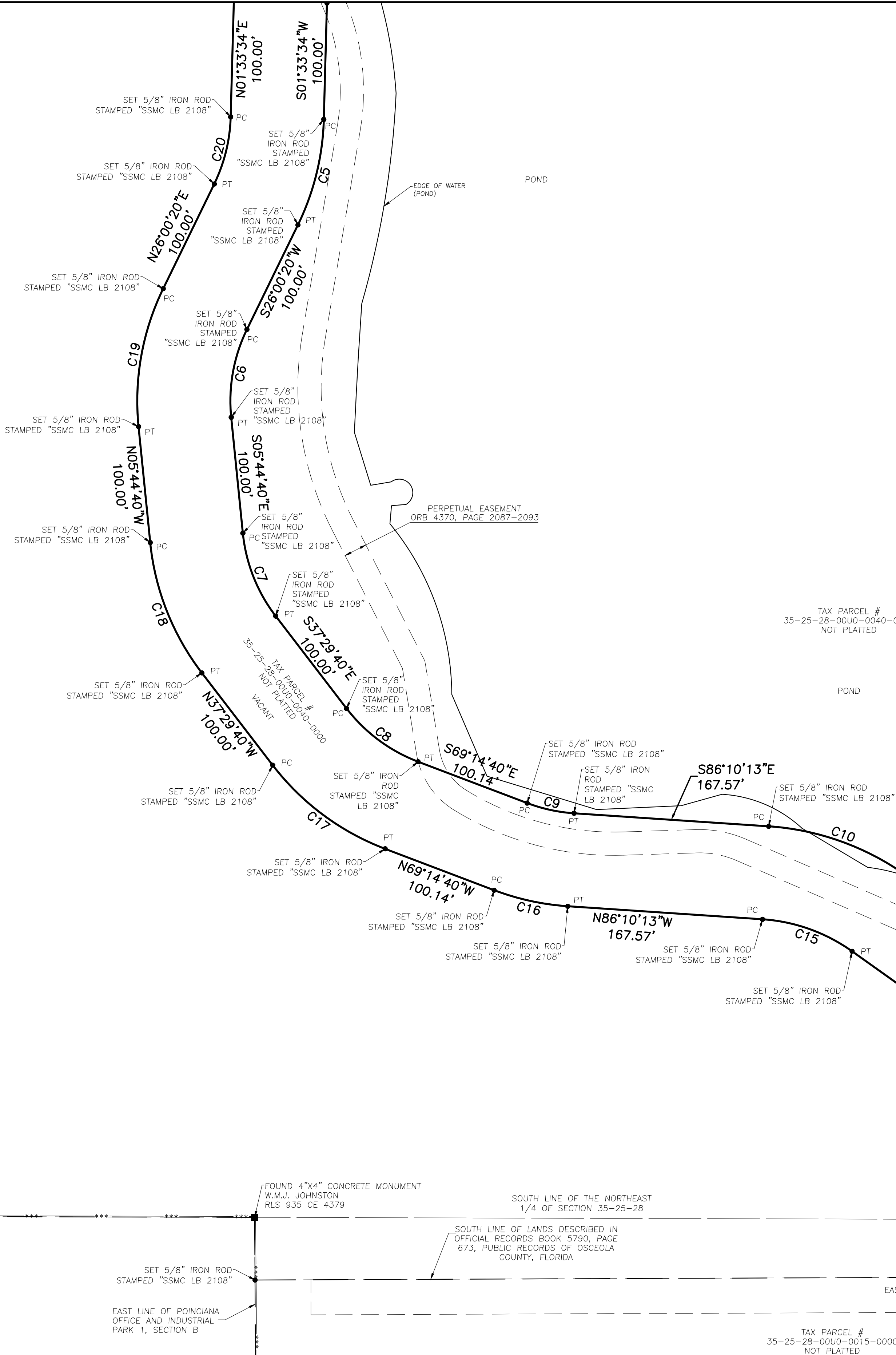
TAX PARCEL #
35-25-28-0000-0040-0000
NOT PLATTED

NORTH LINE OF POINCIANA OFFICE AND
INDUSTRIAL PARK 1, SECTION B

GREENWAY #1
POINCIANA OFFICE AND INDUSTRIAL PARK 1
SECTION B, PLAT BOOK 3, PAGES 236-238,
PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA

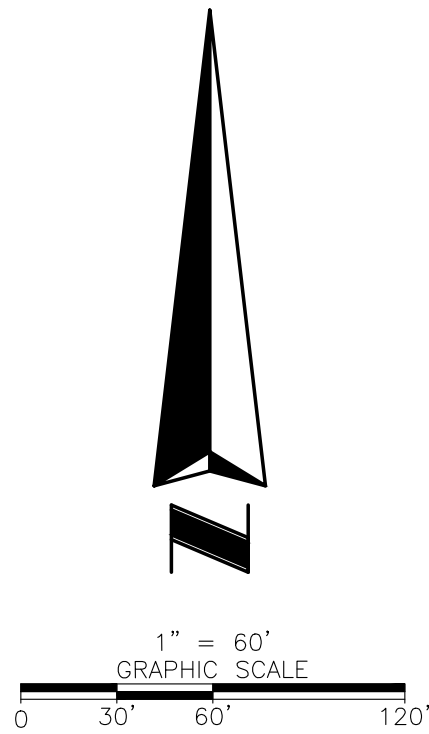
EAST LINE OF POINCIANA
OFFICE AND INDUSTRIAL
PARK 1, SECTION B

TRACT DD-3
POINCIANA OFFICE AND INDUSTRIAL PARK 1
SECTION B, PLAT BOOK 3, PAGES 236-238,
PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C5	220.00'	24°36'46"	63.87'	S13°46'57"W	93.16'
C6	140.00'	31°46'00"	77.58'	S10°07'50"W	76.59'
C7	140.00'	31°46'00"	77.58'	S21°37'10"E	76.59'
C8	140.00'	31°46'00"	77.58'	S53°22'10"E	76.59'
C9	140.00'	16°55'33"	41.36'	S77°42'27"E	41.21'
C10	230.00'	31°36'40"	126.89'	S70°21'53"E	125.29'
C11	25.00'	58°40'04"	25.60'	S83°53'30"E	24.49'
C12	25.00'	22°36'52"	9.88'	N21°12'38"W	9.82'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C13	100.00'	36°38'34"	63.95'	N14°12'47"W	62.87'
C14	25.00'	58°40'04"	25.60'	N26°13'31"W	24.49'
C15	150.00'	31°36'40"	82.76'	N70°21'53"W	81.71'
C16	220.00'	16°55'33"	64.98'	N77°42'27"W	64.75'
C17	220.00'	31°45'00"	121.91'	N53°22'10"W	120.36'
C18	220.00'	31°45'00"	121.91'	N21°37'10"W	120.36'
C19	220.00'	31°45'00"	121.91'	N10°07'50"E	120.36'
C20	140.00'	24°26'46"	59.73'	N13°46'57"E	59.28'



EAST LINE OF THE NORTHEAST
1/4 OF SECTION 35-25-28

EAST LINE OF THE SOUTHEAST
1/4 OF SECTION 35-25-28

PERPETUAL EASEMENT
ORB 4370, PAGE 2087-2093

EASEMENT ACROSS
MCKINNON PROPERTY
ORB 3419 PAGE 2929
ORB 5434, PAGE 1173

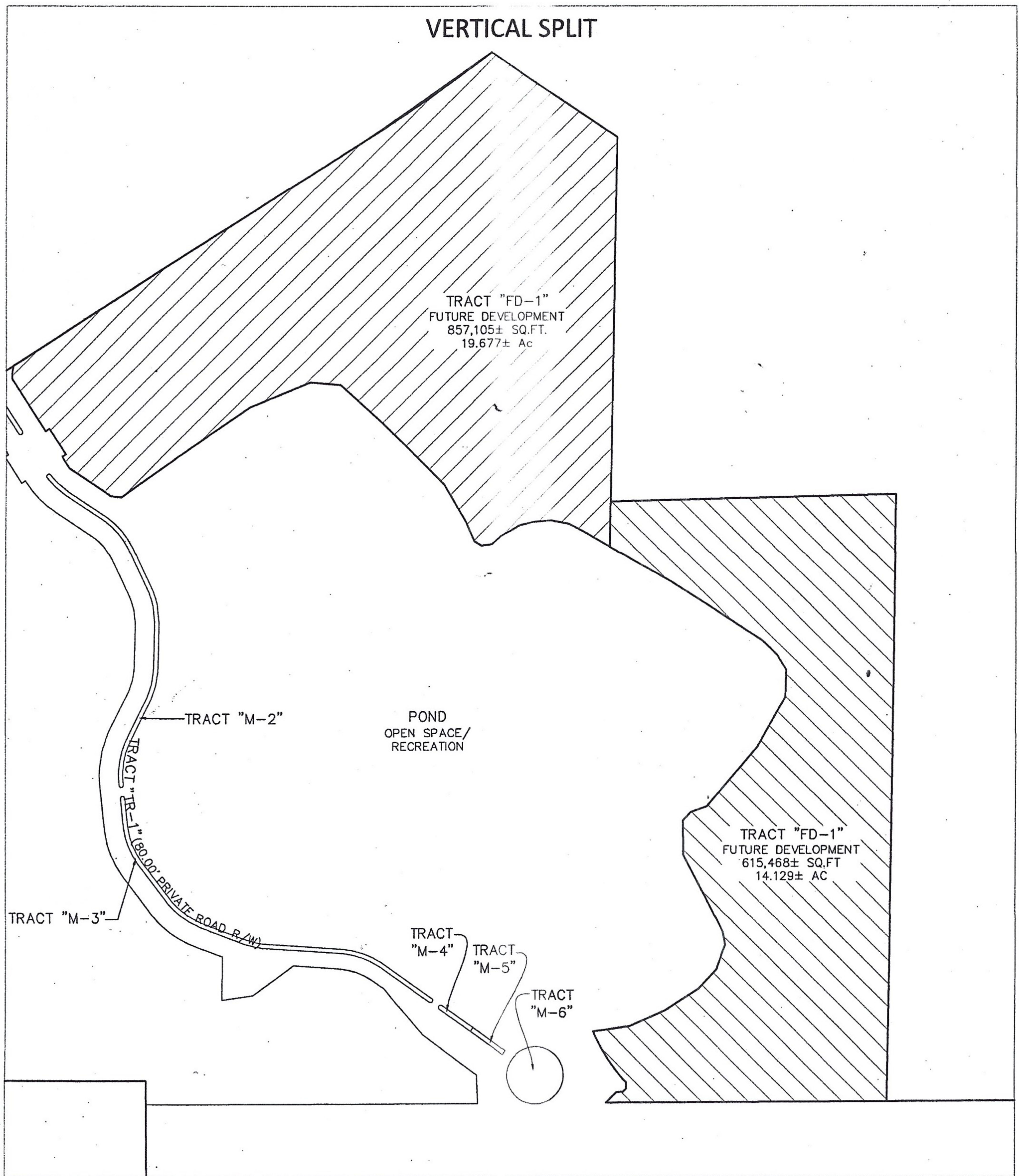
**SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION**
6500 All American Boulevard
Orlando, Florida 32817-4358
(407) 292-8580
e-mail: info@southesternsurveying.com
Certification Number 182108

Project: **Boundary Survey / Knightbridge Property
S. Polciana Boulevard / Knightbridge Property
Kissimmee, Florida**

Field Date: April 07, 2021
Drawn By: AR
Scale: 1" = 60'

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
66225004
SHEET
NUMBER
4 OF 4

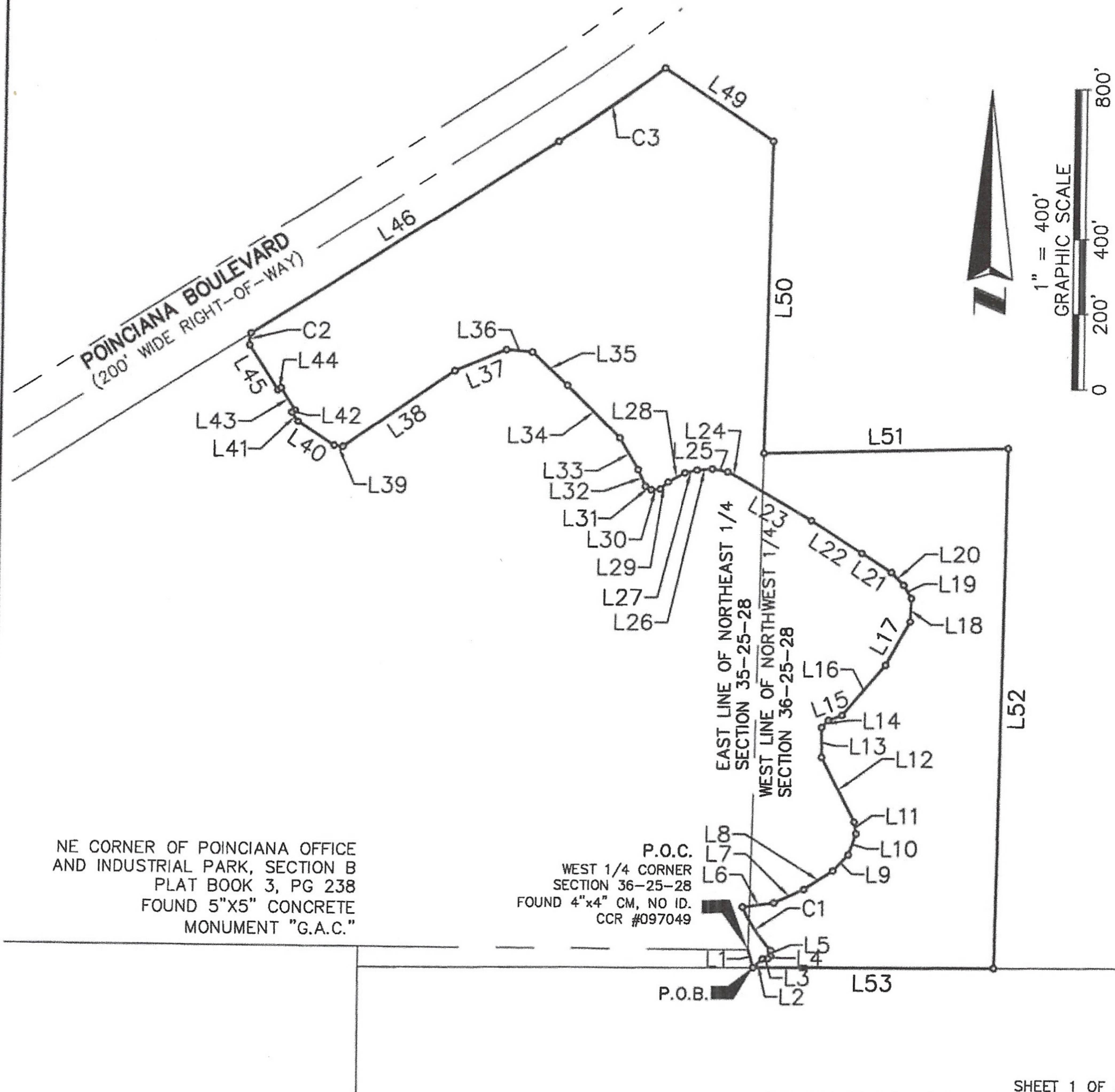


SKETCH OF DESCRIPTION

TRACT FD-1

PORTION OF SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION



THIS SKETCH IS NOT A SURVEY.

SHEET 1 OF 3
NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 OF 3 FOR DESCRIPTION, NOTES, AND CERTIFICATION.
SEE SHEET 3 OF 3 FOR TABLES

LEGEND AND ABBREVIATIONS

ORB	RECORD DATA
PGS	PAGES
ID.	IDENTIFICATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SE	SOUTHEAST
R/W	RIGHT OF WAY
CM	CONCRETE MONUMENT
CCR	CERTIFIED CORNER RECORD

ASM AMERICAN
SURVEYING
& MAPPING, INC.

NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

3191 Maguire Blvd, Suite 200, Orlando, FL 32803 americansurveyingandmapping.com 407-426-7979

SKETCH OF DESCRIPTION

TRACT FD-1

PORTION OF SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

DESCRIPTION

AREA ABOVE RESERVED FOR RECORDING INFORMATION

PORTION OF SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT WEST 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 15°46'15" EAST, A DISTANCE OF 48.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°12'32" EAST, A DISTANCE OF 33.77 FEET; THENCE NORTH 84°20'54" EAST, A DISTANCE OF 14.90 FEET; THENCE NORTH 47°30'24" EAST, A DISTANCE OF 9.32 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 14.85 FEET TO A POINT OF NON TANGENT CURVE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 429.70 FEET AND A CENTRAL ANGLE OF 18°30'40", AND A CHORD DISTANCE OF 138.23 FEET WHICH BEARS NORTH 33°38'42" WEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 138.83 FEET TO A POINT OF NON TANGENCY; THENCE NORTH 82°02'44" EAST, A DISTANCE OF 83.71 FEET; THENCE NORTH 65°57'03" EAST, A DISTANCE OF 87.48 FEET; THENCE NORTH 56°30'46" EAST, A DISTANCE OF 91.69 FEET; THENCE NORTH 42°46'48" EAST, A DISTANCE OF 59.08 FEET; THENCE NORTH 19°35'22" EAST, A DISTANCE OF 59.66 FEET; THENCE NORTH 09°56'21" WEST, A DISTANCE OF 30.99 FEET; THENCE NORTH 27°07'12" WEST, A DISTANCE OF 196.42 FEET; THENCE NORTH 00°32'47" WEST, A DISTANCE OF 79.88 FEET; THENCE NORTH 42°39'07" EAST, A DISTANCE OF 25.86 FEET; THENCE NORTH 69°28'29" EAST, A DISTANCE OF 38.54 FEET; THENCE NORTH 40°07'58" EAST, A DISTANCE OF 176.18 FEET; THENCE NORTH 28°41'09" EAST, A DISTANCE OF 131.51 FEET; THENCE NORTH 02°04'22" EAST, A DISTANCE OF 62.89 FEET; THENCE NORTH 31°21'45" WEST, A DISTANCE OF 40.79 FEET; THENCE NORTH 44°22'46" WEST, A DISTANCE OF 46.61 FEET; THENCE NORTH 57°02'50" WEST, A DISTANCE OF 94.20 FEET; THENCE NORTH 57°08'28" WEST, A DISTANCE OF 161.01 FEET; THENCE NORTH 59°47'54" WEST, A DISTANCE OF 223.26 FEET; THENCE NORTH 62°16'22" WEST, A DISTANCE OF 36.45 FEET; THENCE NORTH 79°23'39" WEST, A DISTANCE OF 41.47 FEET; THENCE SOUTH 85°08'31" WEST, A DISTANCE OF 40.05 FEET; THENCE SOUTH 76°20'46" WEST, A DISTANCE OF 32.33 FEET; THENCE SOUTH 61°11'55" WEST, A DISTANCE OF 51.01 FEET; THENCE SOUTH 46°56'17" WEST, A DISTANCE OF 27.42 FEET; THENCE SOUTH 84°27'58" WEST, A DISTANCE OF 24.74 FEET; THENCE NORTH 58°46'12" WEST, A DISTANCE OF 18.05 FEET; THENCE NORTH 23°41'28" WEST, A DISTANCE OF 48.82 FEET; THENCE NORTH 30°32'42" WEST, A DISTANCE OF 97.87 FEET; THENCE NORTH 45°05'45" WEST, A DISTANCE OF 198.31 FEET; THENCE NORTH 47°17'09" WEST, A DISTANCE OF 129.62 FEET; THENCE NORTH 84°50'58" WEST, A DISTANCE OF 69.18 FEET; THENCE SOUTH 67°26'03" WEST, A DISTANCE OF 147.74 FEET; THENCE SOUTH 55°12'12" WEST, A DISTANCE OF 358.22 FEET; THENCE NORTH 84°13'28" WEST, A DISTANCE OF 24.41 FEET; THENCE NORTH 56°41'43" WEST, A DISTANCE OF 115.43 FEET; THENCE NORTH 32°37'20" WEST, A DISTANCE OF 30.17 FEET; THENCE NORTH 57°22'40" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 32°37'20" WEST, A DISTANCE OF 70.14 FEET; THENCE SOUTH 57°22'40" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 32°37'20" WEST, A DISTANCE OF 140.76 FEET TO A POINT OF NON TANGENT CURVE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 66.05 FEET AND A CENTRAL ANGLE OF 28°03'01", AND A CHORD DISTANCE OF 32.02 FEET WHICH BEARS NORTH 06°02'14" EAST; THENCE RUN NORTHERLY ALONG SAID CURVE, A DISTANCE OF 32.34 FEET TO A POINT OF NON TANGENCY; THENCE NORTH 57°22'40" EAST, A DISTANCE OF 960.30 FEET TO A POINT OF NON TANGENT CURVE LEFT, CONCAVE NORTHWEST, HAVING A RADIUS OF 3,900.00 FEET AND A CENTRAL ANGLE OF 05°02'11", AND A CHORD DISTANCE OF 342.71 FEET WHICH BEARS NORTH 54°51'34" EAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 342.82 FEET TO A POINT OF NON TANGENCY; THENCE SOUTH 56°07'35" EAST, A DISTANCE OF 347.07 FEET; THENCE SOUTH 00°54'57" WEST, A DISTANCE OF 834.22 FEET; THENCE NORTH 88°36'41" EAST, A DISTANCE OF 648.04 FEET; THENCE SOUTH 00°45'23" WEST, A DISTANCE OF 1,388.77 FEET; THENCE SOUTH 89°48'21" WEST, A DISTANCE OF 637.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,472,573.10 SQUARE FEET OR 33.8056 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 3 PAGES NOT FULL OR COMPLETE WITHOUT ALL.
5. BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF NORTHWEST 1/4 OF SECTION 36-25-28, WHICH BEARS N00°54'57"E, PER ASSUMED DATUM.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).

SHEET 1 OF 3

SEE SHEET 2 OF 3 FOR SKETCH
SEE SHEET 3 OF 3 FOR TABLES

THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

TRACT FD-1

PORTION OF SECTIONS 35 AND 36,
TOWNSHIP 25 SOUTH, RANGE 28 EAST
CITY OF KISSIMMEE,
OSCEOLA COUNTY, FLORIDA

JOB NO.: 6122704	DATE	REVISIONS	TECH
SCALE: 1" = 400'			
DRAWN BY: GHF			
APPROVED BY: EGT			
DRAWING FILE #			
H: \2006\612\6122704			
KNIGHTS BRIDGE\500			
\TRACT FD-1\6122704			
KNIGHTS BRIDGE TRACT FD-1			
S001.DWG			

ASM

**AMERICAN SURVEYING
& MAPPING, INC.**

**NDDS NATIONAL DUE
DILIGENCE SERVICES**
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

3191 Maguire Blvd, Suite 200, Orlando, FL 32803
407-426-7979

americansurveyingandmapping.com

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

E. Glenn Turner
E. GLENN TURNER, PSM #5643

SKETCH OF DESCRIPTION

TRACT FD-1

PORTION OF SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION

Line Table		
Line #	Direction	Length
L1	S15°46'15"E	48.79'
L2	N47°12'32"E	33.77'
L3	N84°20'54"E	14.90'
L4	N47°30'24"E	9.32'
L5	N00°00'00"E	14.85'
L6	N82°02'44"E	83.71'
L7	N65°57'03"E	87.48'
L8	N56°30'46"E	91.69'
L9	N42°46'48"E	59.08'
L10	N19°35'22"E	59.66'
L11	N09°56'21"W	30.99'
L12	N27°07'12"W	196.42'
L13	N00°32'47"W	79.88'
L14	N42°39'07"E	25.86'
L15	N69°28'29"E	38.54'
L16	N40°07'58"E	176.18'
L17	N28°41'09"E	131.51'
L18	N02°04'22"E	62.89'
L19	N31°21'45"W	40.79'
L20	N44°22'46"W	46.61'

Line Table		
Line #	Direction	Length
L21	N57°02'50"W	94.20'
L22	N57°08'28"W	161.01'
L23	N59°47'54"W	223.26'
L24	N62°16'22"W	36.45'
L25	N79°23'39"W	41.47'
L26	S85°08'31"W	40.05'
L27	S76°20'46"W	32.33'
L28	S61°11'55"W	51.01'
L29	S46°56'17"W	27.42'
L30	S84°27'58"W	24.74'
L31	N58°46'12"W	18.05'
L32	N23°41'28"W	48.82'
L33	N30°32'42"W	97.87'
L34	N45°05'45"W	198.31'
L35	N47°17'09"W	129.62'
L36	N84°50'58"W	69.18'
L37	S67°26'03"W	147.74'
L38	S55°12'12"W	358.22'
L39	N84°13'28"W	24.41'
L40	N56°41'43"W	115.43'

Line Table		
Line #	Direction	Length
L41	N32°37'20"W	30.17'
L42	N57°22'40"E	10.00'
L43	N32°37'20"W	70.14'
L44	S57°22'40"W	10.00'
L45	N32°37'20"W	140.76'
L46	N57°22'40"E	960.30'
INTENTIONALLY DELETED		
INTENTIONALLY DELETED		
L49	S56°07'35"E	347.07'
L50	S00°54'57"W	834.22'
L51	N88°36'41"E	648.04'
L52	S00°45'23"W	1388.77'
L53	S89°48'21"W	637.49'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	138.83'	429.70'	18°30'40"	N33°38'42"W	138.23'
C2	32.34'	66.05'	28°03'01"	N06°02'14"E	32.02'
C3	342.82'	3900.00'	5°02'11"	N54°51'34"E	342.71'

THIS SKETCH IS NOT A SURVEY.

SHEET 3 OF 3
SEE SHEET 1 OF 3 FOR DESCRIPTION
SEE SHEET 2 OF 3 FOR SKETCH

LEGEND AND ABBREVIATIONS

ASM **AMERICAN SURVEYING & MAPPING, INC.**
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ITEM 5.A**PUBLIC HEARING - PUD AMENDMENT: OSCEOLA VILLAGE CENTER; DRC#21-00059
(REHABILITATION HOSPITAL)****Request**

Approval of a Planned Unit Development (PUD) Amendment to add a rehabilitation hospital as a Conditional Use for the Osceola Village Center development.

Explanation

This amendment is to add a rehabilitation hospital as a Conditional Use within the Osceola Village Center Mixed Use Planned Unit Development (MUPUD) project. The Osceola Village Center MUPUD (DRC#19-00054) was approved at the September 17, 2019 City Commission meeting as a mixed use development on approximately 161.8 acres consisting of 127 single family homes, 204 townhomes, 316 apartment units, and 14.9 acres of commercial with a variety of uses consistent with Highway Commercial (HC) Zoning uses.

As described within the attached Memo, the 39,999 square foot rehabilitation hospital will consist of 36 beds/private rooms with the ability to add an additional 17 for a maximum capacity of 53 beds on a 4 acre outparcel fronting on S. John Young Parkway. Acute rehabilitation services will serve patients recovering from stroke, brain, spinal cord, and other neurological conditions, speech impediments, amputation, pulmonary disease, orthopedic injuries, COVID-19, and other medically complex conditions. The facility will also include physical therapy gyms, aqua therapy, an outdoor mobility courtyard, life skills training center, in-house dialysis and pharmacy, and outpatient physical therapy. This PUD amendment does not include emergency room (ER) services but provides 24-hour nursing care to patients. This PUD amendment also does not include any other institutional uses such as assisted living or long-term care community residential home.

The site design and layout will be reviewed and approved by the Planning Advisory Board with the subsequent Conditional Use with Site Plan submittal (DRC#21-00061) as well as further staff review of the construction plans.

FINDINGS AND REASONS:

1. Compliance with the intent of the MUPUD zoning district as outlined in Sections 14-3-28 and 14-4-8(D) of the Land Development Code.
2. Compliance with the allowable uses as outlined in Section 14-4-8(D)(3)(b) as the proposed rehabilitation hospital as a Conditional Use is consistent with subordinate non-residential uses in that hospitals are only permitted in the Hospital Facilities Zoning District and is allowed as a Conditional Use within a limited number of non-residential Zoning Districts (General Commercial, Office Commercial , Highway Commercial, & Community Facilities).
3. Compliance with Policy 1.2.3.2, Commercial General (CG) Future Land Use Designation, outlined in the Future Land Use Element of the Comprehensive Plan intended to accommodate office uses, general retail sales and services in highly accessible areas adjacent to major thoroughfares and transit facilities that possess the necessary location, site, and market requirements.
4. Compliance with the site design regulations such as density, lot area, setbacks, building

separation, height, and other general standards such as internal circulation, access and other conditions as outlined in Section 14-4-8(D)(4).

Recommendation

The Development Review Committee (DRC) recommended approval subject to DRC comments on August 3, 2021.

CONDITIONS:

1. All previous conditions of approval included with the original Osceola Village Center MUPUD (DRC#19-00054) shall still apply and remain in effect.

REQUESTED CITY COMMISSION ACTION:

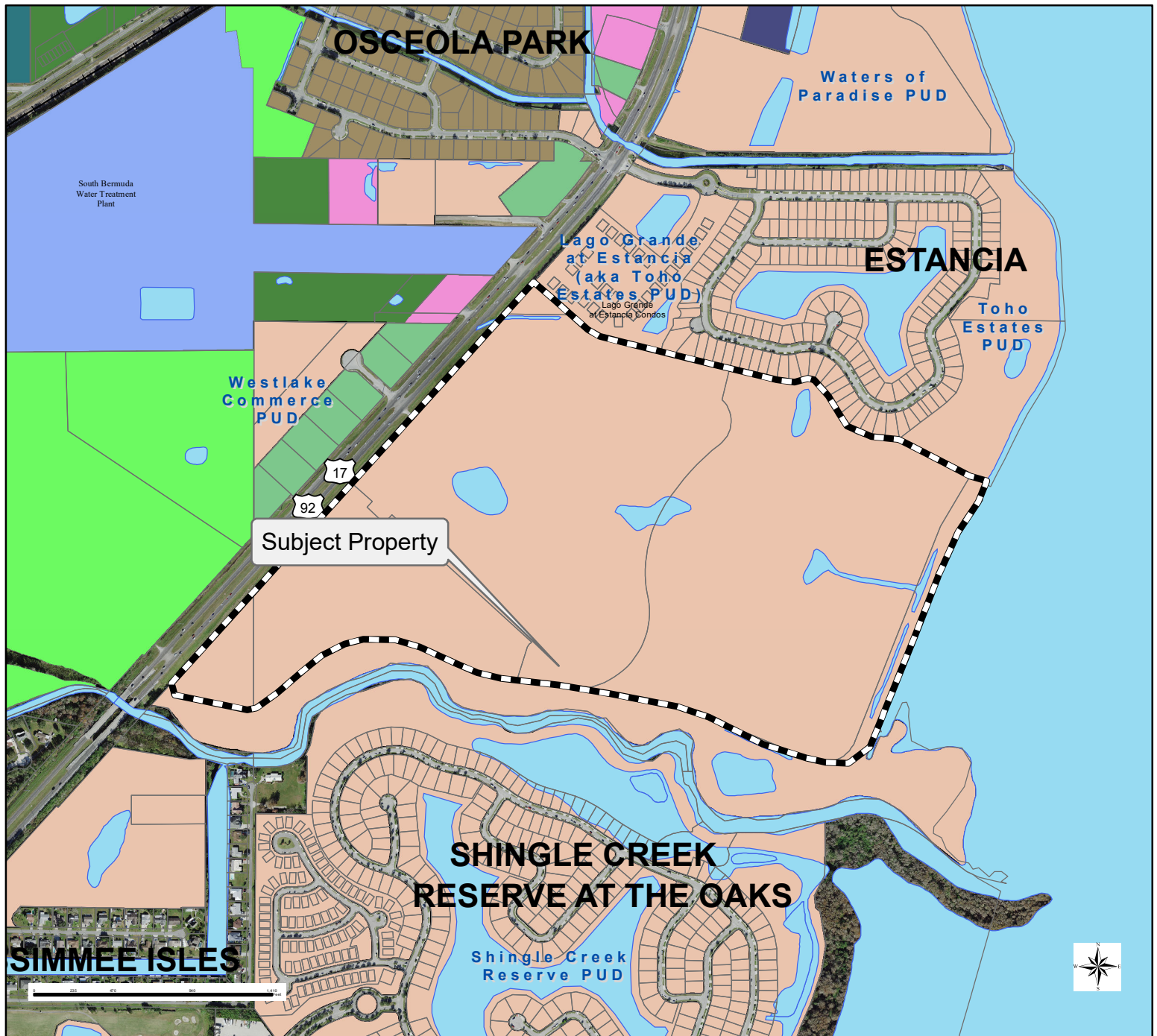
Approve w/Conditions

Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

1. 21-00059 Vicinity Map
2. 21-00059 Aerial Map
3. 21-00059 PUD Memo
4. 21-00059 PUD Amendment Narrative
5. 21-00059 DRC Comments
6. 21-00059 DRC Application



- | | | |
|--------------------------------|---|--|
| Subject Property | CF (Community Facility) | RC-2 (Multiple Family High Density Residential) |
| CRA District Boundary | HC (Highway Commercial) | RE (Residential Estate) |
| Railroad | HF (Hospital Facility) | RPB (Residential Professional Business) |
| City Limit Boundary | IB (Industrial Business) | RPUD (Residential Planned Unit Development) |
| Kissimmee Gateway Airport | MH (Mobile Home 6,000 sqft) | SRPUD (Short Term Rental Planned Unit Development) |
| Lake Surfaces | MHP (Mobile Home Park) | UT (Utilities) |
| Zoning Districts | MUPUD (Mixed Use Planned Unit Development) | SD (Special District) |
| AC (Agricultural Conservation) | OS (Open Space) | T1 (Natural) |
| AI (Airport Industrial) | RA-1 (Single Family Residential) | T3 (Edge) |
| AO (Airport Operations) | RA-2 (Single Family Residential) | T4-O (Neighborhood Open) |
| B-2 (Neighborhood Commercial) | RA-3 (Single Family Residential) | T4-R (Neighborhood Restricted) |
| B-3 (General Commercial) | RA-4 (Single Family Residential) | T5-M (Mixed-Use Center) |
| B-5 (Office Commercial) | RB-1 (Medium Density Residential) | T5-U (Mixed-Use Urban Core) |
| BP (Business Park) | RB-2 (Medium Density Residential - Office) | T6 (Waterfront) |
| | RC-1 (Multiple Family Medium Density Residential) | |



Memo

To: City of Kissimmee DRC Response 6/15/2021
From: Richard C Wohlfarth, P.E.
Date: August 3, 2021
Re: Osceola Village Center – Rehabilitation Hospital

Everest Rehabilitation Hospital

The proposed amendment to the MUPUD is to add a Use or a Conditional Use for a Hospital within the MUPUD. The proposed hospital requires the modification. While the proposed project is a hospital it is important to note that the request **is not** for a “typical” hospital. In fact, with the recent passing of HB 21 by the Florida Legislature the Rehabilitation Hospital does not require the securing of a CON (Certificate of Need). Everest Rehabilitation Hospital is known for its unmatched physical rehabilitation patient care and for developing identical, modern, 39,999 square feet, 36- bed, single story physical rehabilitation hospitals. With each of the 36 private rooms complete with contemporary art, 55” flat screen TVs and a private luxury bathroom, staying at Everest’s hospitals are more compared to a luxury hotel versus a typical hospital setting. Everest Rehabilitation Hospitals are predesigned with an option to add an additional 17 private rooms should the market dictate the need for expansion. The proposed project will be constructed on 4.0 acres of the Osceola Village Center.

Everest Rehabilitation Hospital will feature a comprehensive interdisciplinary physician-led experienced team of rehabilitation therapists focused on increasing patient strength and endurance and improving quality of life in a modern, state of the art setting.

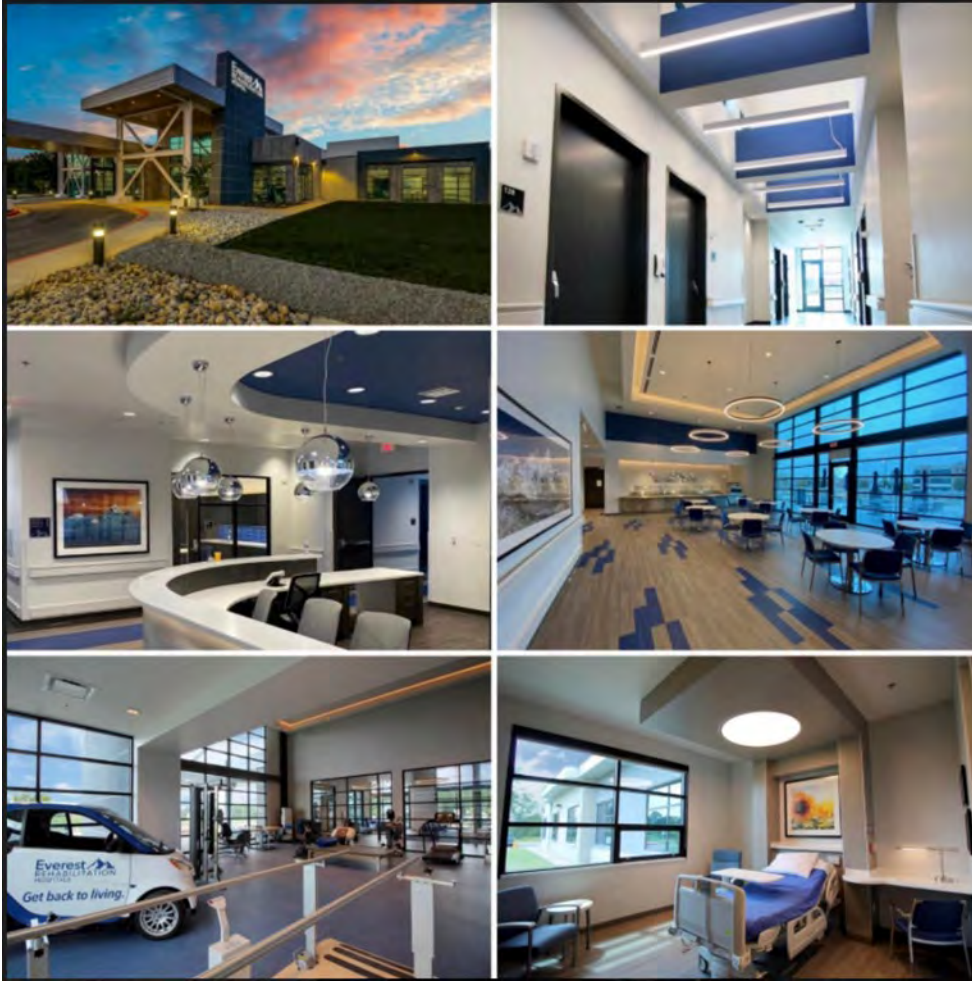
To better serve the needs of patients, Everest hospitals include spacious, technologically advanced equipped inpatient and outpatient physical therapy gyms, a large outdoor mobility courtyard for therapeutic use, aqua therapy, a completely furnished life skills training apartment with a full kitchen and bathroom, in-house dialysis, and an in-house pharmacy. Everest understands the importance of the support system surrounding the patients as well. Included in the facility are several family gathering areas, an extra-large dining hall and an outdoor patio. The hospital will serve patients recovering from stroke, brain injury, neurological conditions, trauma, spinal cord injury, speech impediments, amputation, pulmonary disease, orthopedic injury, COVID-19, and other medically complex conditions.

The Hospital will provide one to one physical therapy, five to seven days a week, daily medical visits by rehabilitation physicians and a strong 24 hour a day nurse to patient ratio that contributes to optimal outcomes and the highest quality of care.” The level of care in our acute physical rehabilitation hospital setting cannot be provided at other levels of care such as skilled nursing facilities (SNF). The average length of stay at a comprehensive inpatient rehabilitation hospital is one-third of a typical stay at a skilled nursing facility with far better results.”

The proposed 53-Bed Physical Rehabilitation Hospital will cost \$24M dollars. This adds significant short-term jobs and adds over 100 permanent high paying jobs and provide for an \$8 million-dollar a year payroll to the City of Kissimmee.

About Everest Rehabilitation Hospitals, LLC

Everest Rehabilitation Hospitals LLC, based in Dallas, Texas, is a multispecialty acute care physical rehabilitation hospital company focused on providing high quality, physical rehabilitation care. Everest is passionate about patient care; striving to create healing and nurturing environments for all patients that not only meet their medical needs but address their emotional and social needs as well. Patients are guided through the necessary steps to reclaim daily life, recover function, and return to an optimal quality of life by combining the latest treatments, technologies, and research with a unique interdisciplinary team approach involving the patient and family from day one. Everest provides the highest level of care available to patients with disabilities caused by injuries or illnesses, or from traumatic accidents.



**Osceola Village Center
Everest Rehabilitation Hospital
PUD Amendment
(Parcels 32-25-29-0040-0040-0000 & 33-25-29-00U0-0012-0000)
DRC # 21-00059
Engineer's Project 2021-040
May 2021, Revise July 2021**

A Vicinity Map showing the entire MUPUD is attached to the Application. See Figure 1

A map Showing the current Future Land Use and Zoning Designation. See Figures 2 and 3

The Size of the Project is 4 Acres.

The Subject property is a portion of lands owned by Osceola-Kissimmee Development IV, LLC, below is the specifics of the Ownership and Agent”:

14-3-28 (B) 1 (a) Developer and Owner of Property:

Osceola-Kissimmee Development IV, LLC
Attn: Stephen Hoffman, ESQ
246 N. Westmonte Drive
Altamonte Springs, Florida 32714
407-750-3123 Office
407 -350-9090 Cell
Email: Richard C Wohlfarth, P.E. Rwohlfarth@wcgroup.co
Stephen Hoffman SHoffman@olivejudd.com

Agent for the Project
Wohlfarth Consulting Group, LLC
Attn: Richard C. Wohlfarth, P.E.
246 N. Westmonte Drive; Altamonte Springs, Florida 32714
407-750-3123 Office
407 -350-9090 Cell
Email: Rwohlfarth@wcgroup.co

14-3-28 (B) 1(b) Evidence of Ownership:

The property was purchased on April 14, 2021. The site was purchased in multiple parcels. A copy of the Property Appraiser's Information is attached. The site is on portions Parcel # 32-25-29-00U0-0040-0000 and 33-25-29-00U0-0012-0000. The rehabilitation hospital site is a total of 4 acres. These parcels include part of the Right-of-Way for Osceola Village Drive and other sites. See Figure 5 – Aerial of 4ac site and Figures 8-14 for the Property Appraiser's Parcel Record Cards.

A conceptual Boundary, Topographic and Tree Survey and Legal Description of the overall parcels (Lots A, B, C, D, E, and the Right-of Way is attached. A legal description and sketch of the parcel for the Rehabilitation Hospital is attached.

By submitting the application, the applicant agrees to the following:

- i. To proceed with the purpose of development according to the provisions of the City regulations, the conditions attached to the zoning map amendment request to PUD and the approved conceptual plan.
- ii. To provide agreements, contracts, covenants, deed restrictions, or sureties acceptable to the City for completion of the development according to the plans approved at the time of zoning map amendment to PUD and for continuing operation and maintenance of such areas, functions and facilities which are not proposed to be operated or maintained at public expense or through a property owner's association.
- iii. To bind their successors in title to any commitments made under the above. All agreements and evidence of united control shall be examined by the City staff and no Zoning Map amendment to PUD shall be adopted without a certification by the City Attorney that such agreements and evidence on unified control meet the requirements of these regulations.
- iv. The common open space shall be administered by the City or through an association or nonprofit corporation. Said organization shall conform to the applicable laws of the State of Florida

14-3-28 B (1) c PUD Objectives:

The MUPUD Objectives that were establish with the approval of the MUPUD in Ordinance 19-14 was to provide a truly mixed-use environment that will service not only residents of the MUPUD but of the residents of the surrounding area. The initial development of the Single Family and Townhouses have been proceeding since late last year and should start adding residents before the end of the year. The initial proposed uses are in keeping with the objects. The proposed Rehabilitation Hospital will provide a needed service for the City of Kissimmee. While the use clearly includes the word "Hospital" the actual use is based on the initial description of "Rehabilitation". The project is a state-of-the-art facility for the rehabilitation of injured, and disabled individuals that require Occupational Therapist and Physical Therapist for their recovery or improvement. While the facility will have up to 53 beds, it does not offer the traditional services such as **Emergency or Trauma Services, Medical Treatment, Cardiology, Urology**, or other types of services connected with the typical Hospital. While there are a minimal of Medical Doctors on staff the focus is on Rehabilitation. The project will provide this service for all the City of Kissimmee and the surrounding area.

14-3-28 B (1) d Use List

The purpose of the Conditional Use and modification to the MUPUD is to add a physical Rehabilitation Hospital. The other purpose of the submission is to receive Construction Plan Approval for the Everest Rehabilitation Hospital. The Square footage for the Hospital is 39,999 Square Feet on a 4-acre site.

14-3-28 B (1) e Site Development Standards

The Site Development Standards are **not** being requested to be modified. There are no proposed changes to the Project Size, Amount of Net Wetlands, Density modifications, or changes to the Setbacks, Lot Dimensions, Parking Requirements, and buffers. A copy of the approved Development Standards with the addition of the Conditional Use for Hospital has been added to the standards.

Below is the Land Use Table for the Rehabilitation Hospital

Proposed Development	Hospital		
Parcel ID Numbers	32-25-29-00U0-0040-0000 & 33-25-29-00U0-0012-0000		
Site Address	South John Young Parkway, Florida 34746		
Current Land Use	General Commercial		
Current Zoning	MUPUD		
Tract Size	4.0 Acres		
Maximum Building Height	2 stories (35')		
Building Separation	0'		
Parking Set-Backs (JYP Property Line)		15 Feet	
Parking Set-Backs (N&S Property Line)		10 Feet	
Building Set-Backs (JYP Property Line)		35 Feet	
Min Square Footage	1400 SF		
Impervious			%
Building	SF	Acres	
Pavement	SF	Acres	
Sidewalks	SF	Acres	
Pervious	SF	Acres	
Total	0 SF	4 Acres	
Parking			
Required			Parking Spaces
Hospital Beds	1 Space per .5 Beds	53.00	106.00
Medical Office/Clinic	Included in hospital beds		
Retail	1 Space per 200 SF	-	
Restaurant	1 Space per 80 SF	1,040.00	13
Total Spaces			119
Parking Provided			119

The Land Use Distribution approved in the MUPUD ordinance 19-14 is not being modified. The purpose of this submission is to add Hospital as a Conditional Use to the MUPUD.

14-3-28 B (1) f Phasing

The Rehabilitation Hospital will be built in their entirety. The Filling of the entire site and the construction of the Support Infrastructure will be constructed along with the Rehabilitation Hospital. The clearing and grubbing and the filling of the entire Commercial/Apartment Site will be completed with the above. The Apartments and the remainder of the commercial property will be the subject of future plans.

14-3-28 B (1) g Concurrency

The overall project received Concurrency review and approval during the LUPA and ZMA process. The overall development has construction plan approval. The submittal is adding the Hospital Conditional Use to the MUPUD.

14-3-28 B (1) h

Architectural standards are shown in Figure 14.

14-3-28 B (2) a. Vicinity Map

A Location Map of the proposed Osceola Village Center is attached. A recent aerial (January 2021) of the site is also included in this section. See Figures 1 and 2.

14-3-28 B (2) b. Boundary Survey/Legal Description

On April 14, 2021 Osceola-Kissimmee Development IV, LLC purchased the Commercial/Apartment Site property. The 29.012-acre site includes Lots A, B, C, D, and E along with the Right-of-Way for the Commercial/Apartment infrastructure. A copy of the sketch and legal of the purchased lots is attached. Parcel E will be subdivided as part of the Final Plat for Commercial/Apartment Site. The legal description for the parcel is attached to the submission.

14-3-28 B (2) c. Topographic Survey

Commercial/Apartment Site has not been modified since the original approvals. A copy of the signed and sealed ALTA survey showing the Boundary and Topography is attached.

14-3-28 B (2) d. Land Use Characteristics

The subject property's Land Use and Zoning were revised in September 2019. A copy of Ordinance 19-13 for the Land Use and 19-14 for the MUPUD zoning is attached. The LUP and Zoning maps are attached. See Figures 3 and 4. The recent aerial is attached. See Figure 3. The above referenced surveys also provide information for the property.

14-3-28 B (2) e Soils:

The attached soils map from the original process is attached. The map plus subsequent analysis provides soil information that the entire site is suitable for the proposed development. There are no hydric soils located on the parcel.

14-3-28 B (2) f Existing Site Features:

The site is vacant, except for pine trees.

14-3-28 B (3) a Schematic Design:

There are no proposed changes to the PUD Open Space requirements or proposed amounts. The Proposed Projects meet the requirements detailed in Ordinance 19-14.

14-3-28 B (3) b Streets:

The Infrastructure servicing the project has been permitted by the City of Kissimmee, South Florida Water Management System, Florida Department of Transportation, and the US Army Corps of Engineers. The project will connect to the approved plans. The onsite parking areas will meet the standards of the City of Kissimmee. Minor modifications to the existing and current permits will be submitted and process.

14-3-28 B (3) c Water Management Elements, wetlands, and detention areas:

The Water Management System for the entire Osceola Village Center was designed and approved. The site has been permitted by the City of Kissimmee, South Florida Water Management System, Florida Department of Transportation, and the US Army Corps of Engineers. All the permits are current. The proposed project will meet the conditions of those permits and will connect to the overall Water Management System. As part of the permit process minor modification permits will be submitted. There are no wetlands on the property. The only detention facilities will be to accommodate the ½ pre-treatment requirement.

14-3-28 B (3) d Community Facilities:

There are no Community Facilities.

14-3-28 B (3) e Phasing:

The Rehabilitation Hospital will be built in their entirety. The Filling of the entire site and the construction of the Support Infrastructure will be constructed along with the Rehabilitation Hospital. The clearing and grubbing and the filling of the entire Commercial/Apartment Site will be completed with the above. The Apartments and the remainder of the commercial property will be the subject of future submissions.

14-3-28 B (4) Schedule of Amenity/Compatibility Phase

The are no proposed amenity or compatibility features proposed for the parcel.

14-3-28 B (5) Miscellaneous Information

There is no miscellaneous information proposed. The amendment is to add the conditional use of Hospital to the approved MUPUD zoning.

PUD AMENDMENT

OSCEOLA VILLAGE CENTER

PREPARED FOR

Kissimmee-Osceola Development, LLC

PREPARED BY

WOHLFARTH CONSULTING GROUP, LLC
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714



May 2019

Revised 08/02/2021

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Figure 1 – Location Map
Figure 2 – Way Finding Plan

I. INTRODUCTION

The purpose of this MUPUD is to:

Establish Building Elevations for Single Family (40' and 50' Lots) and Townhouses

Signage

Describe the Parking Standards per the City of Kissimmee Code
Update certain development standards and to add additional permitted uses within the Osceola Village Center (Mixed Use Planned Unit Development) zoning district.

II. BACKGROUND

The Osceola Village Center Project is in the City of Kissimmee, Osceola County, Florida. The property location is shown on Figure 1 Osceola Village Center Location Map.

The proposed property consists of three parcels. Per the Osceola County Property Appraiser (OCPA), the properties are in:

**Section 33 Township 25, Range 29,
Section 32 Township 25, Range 29,
and Section 32 Township 25, Range 29.**

Billie Yates, Cecil Todd Yates and Jody Ketchum own the property to the north and Derrick Koger Trust, Jody Koger-Ketchum, Billie Yates and Derrick Koger TR own the property to the south.

The site is more specifically located east of S. John Young Parkway, west of Lake Tohopekaliga, north of a single-family housing/golf community and south of Estancia Circle and Hacienda Circle. The property is vacant.



Figure 1 Osceola Village Center Location Map

III. PUD STANDARDS

The property has a current Land Use of Commercial General and Conservation. Highway Commercial and Open Space and a zoning of Highway Commercial and Open Space. The Land Use Amendment and Zoning Amendment applications are proposing the following:

Land Use: Single Family – Low Density Residential (SF-LDR)

Single Family – Medium Density Residential (SF-MDR)

Multiple Family – High Density Residential (MF-HDR)

Highway Commercial (HC)

Zoning: Mixed Use – Planned Use Development (MU-PUD)

Development Standards

Rear	15	15	15	N/A	
Side	5	5	0	N/A	
Side (Corner)	10	10	10	N/A	
John Young Parkway	25	25	25	N/A	35
Building Separation	10	10	20	20	0
Parking Setbacks					
John Young Parkway	15	15	15	15	15
North and South					
Property Lines	10	10	10	10	10
Minimum Sq. Ft.	1,200	1,500	1,200	750	1,400

IV. COMMERCIAL USE – HIGHWAY COMMERCIAL

The Commercial Uses shall be in conformance with the table above and Section 14-2-33 HC – Highway Commercial District with the following amendments and qualifications:

- a. The permitted uses listed in the HC (Highway Commercial) zoning district shall remain. These uses include the following:
 - i. Finance, insurance and real estate office establishments.
 - ii. Professional service establishments, except for hospitals which are not allowed as permitted uses.
 - iii. Business service office establishments, except for temporary labor service establishments which are not allowed as a permitted use.
 - iv. Communication service establishments. Communication towers and other communication facilities as defined in 14-2-240 are not allowed as a permitted use.
 - v. Administrative offices for businesses, public uses or semi-public uses.
 - vi. Retail sales establishments, except for those businesses selling heavy equipment, mobile homes or manufactured homes which are not allowed as permitted uses.
 - vii. Personal service establishments.
 - viii. Repair service establishments which provide repair services of a minor nature such as radio and television services, watch, clock and jewelry repair services; and shoe repair services.
 - ix. Educational service establishments, except family day care homes allowed as a home occupation.
 - x. Leasing service establishments. The leasing of heavy equipment is not allowed as a permitted use.
 - xi. Leasing of mopeds, scooters and/or neighborhood electric vehicles (NEVs).
 - xii. Contract construction office establishments.
 - xiii. Public and semi-public uses. Except the following which are not allowed as permitted uses: community residential homes, shelters/halfway houses, public work maintenance facilities, sewage treatment plants, water plants, power plants, similar facilities, temporary labor service establishments, cemeteries, and recycling collection centers.
 - xiv. Private indoor amusement, entertainment and/or recreation establishments.
 - xv. Commercial off-street parking lots and garages.
 - xvi. Bus depots and taxi stations.
 - xvii. Post Offices.
 - xviii. Medical and law enforcement heliports (any maintenance facilities shall be accessory).
 - xix. Accessory uses as defined in 14-2-240.

b. The following permitted uses are proposed:

1. Retail Centers
2. Grocery Store, with Drive thru
3. Drug Store such as CVS, Walgreens etc., with Drive thru
4. Hotel
5. Bank, with Drive thru
6. Coffee Shop
7. Child Care
8. Gym
9. Dry Cleaners
10. Florist
11. Bakery
12. Paint or Hardware Stores
13. QSR (Fast Food), such as Chick-Fil-A, Arby, McDonalds etc.,
14. Sit-down Restaurant such as Long Horn, Cheddars etc.
15. Car Wash
16. Tire Store
17. Auto Parts Store
18. Urgent Care
19. Dental and Medical Offices
20. Optometrist Office

V. CONDITIONAL USES

The following Conditional Uses are proposed herewith.

- a. **Car Rental establishments.** The rental of heavy commercial vehicles is not allowed. Motor Vehicle sales shall not be permitted. The following standards for car rental establishments shall be adhered to:
- i. Car rental establishments shall not be permitted in multi-tenant buildings unless it can be shown that parking above and beyond that required is provided for storage of vehicles to be rented.
 - ii. The rental of moving trucks and/or trailers such as u-hauls shall not be permitted.
 - iii. Vehicle maintenance/repair, including washing of vehicles shall not be permitted.
 - iv. There shall be a limit on the number of vehicles available on site for rent based upon available parking (111.4.a.i).
 - v. Vehicles available for rent shall be parked so as to not be obtrusive to the center. Vehicles in transition for rent may be parked in front of the rental establishment.
 - vi. Rental vehicles shall not be parked in any required parking spaces reserved for other uses in the center. Rental vehicles can be parked in spaces designed as extra parking based upon required/provided spaces calculations.
 - vii. No identifying signage shall be located on or near the vehicles for rent.

- b. **Gasoline Service Stations.** Motor Vehicle repairs and maintenance are not allowed. Convenience retail uses are allowed within this use. The architectural details shall be coordinated with the service canopies. Service canopies shall not make up more than 65% of the primary road frontage and shall not block visibility at intersections of Right-Of-Ways or driveways. No outdoor storage shall be permitted.
- c. **Hospital.** An acute physical rehabilitation hospital is allowed within this use. This does not include other institutional uses such as schools, assisted living, or community residential home.

VI. SIGNAGE

A. Multi-Tenant Signage

Multi- Tenant Signage also known as "Directory Sign." Multi-Tenant or "Directory" signage for Osceola Village Center shall be generally located as identified on Figure 2 and shall meet the following parameters:

- (a) Multi-tenant signage may identify the Project as a whole, as well as, individual tenants.
- (b) Maximum height: 20 feet. No maximum permissible.
- (c) Maximum copy area per side: 150 square feet (excluding architectural or structural features. The area of the entire sign structure shall not be more than 50% larger than the total square feet of the advertising copy area of the sign. In this case - 225 square feet.
- (d) Minimum setback from public right-of-way: 10 feet.
- (e) Structural materials for multi-tenant signage shall be of a durable nature and may include masonry block; stucco; brick; stone; metal; or, other comparable materials.
- (f) Multi-tenant signage shall be landscaped at the base of the sign. The landscaped area ratio to monument sign copy area shall be 4:1. The landscape plan shall be submitted with any application for approval by the City at time of permitting of the associated sign.
- (g) The landscaped area may include a combination of beaming, groundcovers, and ornamental trees. The landscaped area shall be irrigated and may include a maximum of 30 percent sodded area, planted with St. Augustine grass.
- (h) Multi-tenant signage shall be limited to one (1) per entrance and one (1) specifically located at the southwest corner of site.

B. Directional Signage

Signage shall be located at both internal and external access points to provide safe vehicular traffic movements and easily identifiable directions to the various destinations within the Center. The internal directional signage shall provide tenant names and directional arrows and shall be generally located on the site as illustrated on Figure 2. The directional signage shall meet the following parameters:

- (a) Maximum height: 6 feet.
- (b) Maximum copy area shall not exceed 20 square feet (excluding architectural or structural features) per side. This copy area is necessary to provide all tenants within the center with adequate visibility to visitors to the site and to provide fluid traffic movement within the site. The height and copy area are justified to better serve a multi-tenant commercial development of this magnitude.
- (c) Signage may be internally or externally lit. If externally lit, lighting shall be shielded to prevent a direct view of the light source.
- (d) Minimum setback from public right-of-way: 10 feet.
- (e) Signage structural materials shall be of durable nature and may include masonry block; stucco, brick; stone; metal; or, other comparable materials.
- (f) Directional signage shall be landscaped at the base of the sign. The landscaped area ratio to directional sign copy area shall be 4:1. The landscape plan shall be submitted with any application for approval by the City at the time of permitting of the associated sign
- (g) The landscaped area may include a combination of berming; groundcovers, and ornamental trees. The landscaped area shall be irrigated and may include a maximum of 30 percent sodded area, planted with St. Augustine grass.

C. Out Parcel Monument Signage

Out Parcel Monument signs shall be generally located as shown on Figure 2. The general plan of the sign is as shown on Figure 2. and shall meet the follow parameters:

- (a) Out Parcel Monument signage may only identify individual out parcel tenants, and not the project.
- (b) Maximum height: 8 feet.
- (c) Maximum copy area per side: 40 square feet (excluding architectural or structural features). The area of the entire sign structure shall not be more than 50% larger than the total square feet of the advertising copy area of the sign. In this case - 60 square feet.

Out Parcel Monument Signage continued...

- (d) Signage may be internally or externally lit. If internally lit, signs must utilize panels of enough capacity where only the lettering/logo appears to be lighted. If externally lit, lighting shall be shielded to prevent a direct view of the light source.
- (e) Signage structural materials shall be of a durable nature and may include masonry block; stucco; brick; stone; metal; or, other comparable materials.
- (f) Minimum setback from a public right-of-way: 10 feet.
- (g) Out Parcel Monument signage shall be landscaped at the base of the sign. The landscaped area ratio to sign copy area shall be 4:1. The landscape plan shall be submitted with any application for approval by the City at the time of permitting of the associated sign.
- (h) The landscaped area may include a combination of berming, groundcovers, and ornamental trees. The landscaped area shall be irrigated and may include a maximum of 30 percent sodded area, planted with St. Augustine grass.

D. Wall Signage

Individual business wall signs shall be permitted meeting the following parameters.

- (a) One wall sign shall be permitted for structures with frontage on John Young Parkway or for buildings setback more than 120' from adjacent rights-of-ways. Maximum copy area shall be one and one-half square feet per linear foot of building frontage on John Young Parkway. Maximum copy area for buildings setback less than 120' from adjacent rights-of-ways shall be one square foot per linear foot of building frontage.
- (b) One wall sign shall also be permitted for structures which have no direct access to Osceola Parkway, Dyer Boulevard or Ball Park Road, but have a dedicated entrance facing interior to a parking area or rearage road and located within a multi-tenant center. Maximum copy area shall be one square foot per linear foot of building frontage facing the interior to a parking area or rearage road and located within a multitenant center.
- (c) Wall signage may be backlit, internally or externally lit. If externally lit, lighting shall be shielded to prevent a direct view of the light source from adjacent properties and rights-of-ways.
- (d) Wall signs shall not extend above the parapet or roofline.
- (e) Wall Signage structural materials shall be of durable nature and may include masonry block; stucco, brick; stone; metal; or, other comparable materials.
- (f) Cabinet signs are not permitted.

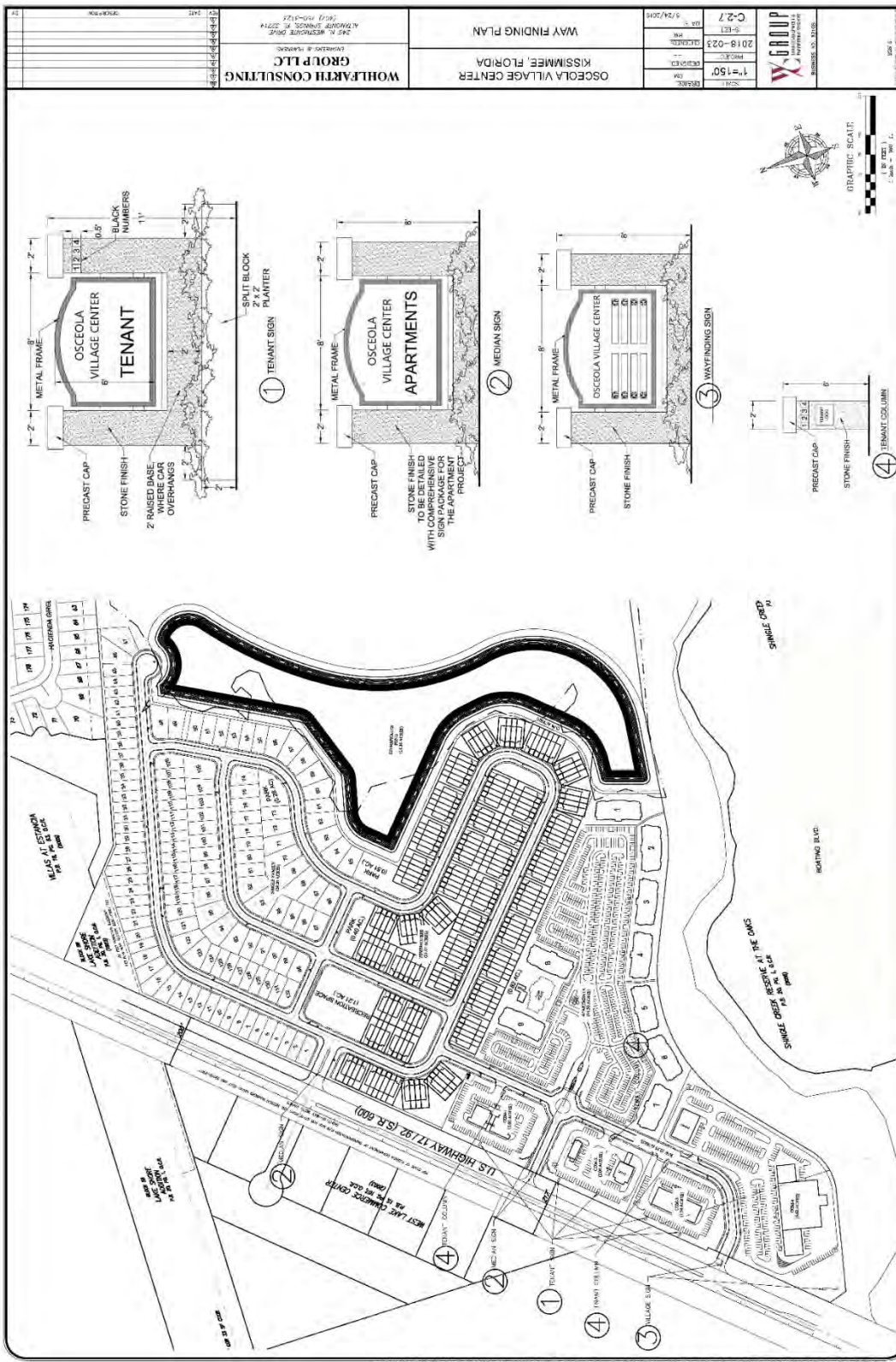


Figure 2 Way Finding Plan



DRC#21-00059
PUD Amendment-Second Review
Osceola Village Center-Everest Rehabilitation Hospital
Project Rep: Richard Wohlfarth

DEVELOPMENT REVIEW COMMITTEE–August 3, 2021

DEPARTMENT REPRESENTATIVES:

AVIATION: 407-518-2516
Ramon Senoras

POLICE: 407-518-3227
Erika Castellucci
Jack Flanary

BUILDING DIVISION: 407-518-2120
Juan F. Hernandez
Juan C. Hernandez
Elisabeth Richter-Belote

PLANNING DIVISION: 407-518-2140
Douglas Etheredge
Brenda Ryan
David Bridle
Patricia Prevost

FIRE: 407-518-2202
Chris Alessandri
Mary Creason

PUBLIC WORKS & ENGINEERING: 407-518-2170
Ryan Birks-Kilman
Jody Kirkendall (Sanitation) - 407-518-2651

PARKS & RECREATION: 407-518-2501
Steve Lackey
Kaia Greene

ADDITIONAL AGENCY REPRESENTATIVES:

**FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT):**
407-858-5900

OSCEOLA COUNTY SCHOOLS:
Rhonda Blake – 407-518-2964
Jason Lindsey – 407-518-2964

**KISSIMMEE UTILITY AUTHORITY
(KUA):**
Matt Maassen – 407-933-7777

PUBLIC SAFETY, 911 ADMINISTRATION:
Inez Padilla – 407-742-5911

OSCEOLA COUNTY HEALTH:
Jeffrey Smith – 407-742-8606

TOHO WATER AUTHORITY:
Kevin Anthony – 407-944-5000
Elizabeth George - 407-944-5000
Lauren Shields – 407-944-5000

OSCEOLA COUNTY PLANNING:
407-742-0200

**SOUTH FLORIDA WATER MANAGEMENT
DISTRICT (SFWMD):**
Mark Daron – 407-858-6100

DEVELOPMENT REVIEW COMMITTEE COMMENTS

To help ensure that comments have been addressed and to determine where and how they have been addressed, please provide written responses to each of the following comments.

AVIATION

Compliance-Comments

1. Please review the instructions from the aeronautical studies that were provided beginning with 2019-ASO-23750-OE to verify if a separate study is required for construction equipment that will exceed the height of the structures. See excerpt below. Please contact Airfield Manager, ramon.senorans@kissimmee.gov or (407) 518-2537, at Kissimmee Gateway Airport 5 days prior to the use of tall construction cranes to coordinate a Notice to Airmen (NOTAM).

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

BUILDING DIVISION

Compliance-No Comments

FIRE

Comments may be forthcoming

Fire Department: Chris Alessandri

KISSIMMEE UTILITY AUTHORITY

No Comments Received-Comments may be forthcoming

OSCEOLA COUNTY PLANNING DEPARTMENT

Compliance–No Comments

OSCEOLA COUNTY SCHOOL BOARD

No Impact on Public Schools

PARKS & RECREATION

Compliance-No Comments

PLANNING DIVISION

Revise/Resubmit-Comments

Planning Division: Brenda Ryan

General Comments

1. The proposed Everest Rehabilitation hospital will be located on a single parcel consisting of four (4) acres. The application and all supporting documents must only reflect the hospital site.
 - a) Revise the application to only reflect the hospital parcel (#32-25-29-00U0-0040-0000). Parcel #33-25-29-00U0-0012-0000 should not be included on the application. Because the parcels were subdivided via the Property Appraiser's Office and not through the formal platting process, it is imperative that correct parcel information is accurately reflected throughout the review and public hearing process and that the multiple applications and improvements are reviewed separately.
2. On the MUPUD Modification Checklist:
 - a) Not addressed: Revise to only address Everest Rehabilitation Hospital CU. The concurrent CU's, although related, need concise, separate descriptions.
 - b) Not addressed: Remove any and all references to other parcels other than the parent parcel for the rehabilitation hospital. Parcels that have not been recognized or approved via a final plat should not be included with this application and should not be referenced in this application.
 - i) The checklist includes reference to Parcel #33-25-29-00U0-0012-0000 which is not part of the hospital site or this PUD amendment.
 - ii) Remove any and all reference to Phase 4 and Lot E-1.
 - c) Revise to reflect that TND standards do not apply to this section of the MUPUD. TND standards were required for the residential portion of the MUPUD.
 - d) Is it 32 beds, 36 beds, or 53 beds? Checklist states 32 beds and 36 beds in 2 different sections but Memo states 36 with the option to add 17 additional rooms. State the **maximum** number of proposed rooms and maintain consistency within all PUD documents, calculations, and standards.

Uses

3. Partially addressed: Provide an underline/strikethrough and clean versions of the updated MUPUD document **in its entirety** and add rehabilitation center as CU under Section V. and make necessary changes under Public and Semi-Public uses in Section IV. in the current Osceola Village Center MUPUD (DRC#19-00054).
 - a) Include the Conceptual Master Development Plan that was included with the original MUPUD and make necessary changes/modifications to the development standards.
 - b) Revise Institutional/Hospital use listed under Conditional Uses to state just Hospital and clarify that this only includes an acute rehabilitation hospital and

does not include other institutional uses such as schools, assisted living, or community residential home.

4. Everest Rehabilitation Memo: Verify the total maximum number of beds as stated in the comment 2d.
 - a) Remove the 98,000 sq. ft. commercial square feet stated as the original MUPUD entitlement. There was no commercial entitlement approved in the original MUPUD. Clarify that the Future Land Use designation was approved with an FAR of up to 2.5.
 - b) Trips were based on an acreage of 11.4 acres. Revise accordingly.

Development Standards

5. Not addressed: Sheet C3.0 was not provided with the PUD Amendment resubmittal and there are still inconsistencies with the MUPUD narrative and Checklist: The MUPUD Development Table that includes the development standards for the Commercial section of the MUPUD is inconsistent with the development standards in Section III of the existing MUPUD narrative. Incorporate all development standards and notes in Section III and ensure it is consistent with the approved construction plans (DRC#19-00100) to avoid any nonconformities with what is being constructed.
 - a) Revise the subheading, "Land Use Data for Residential Units" to "Development Standards".
 - i) Revise the inconsistencies with the development standards in the MUPUD with the construction plans to prevent nonconformities and inconsistencies. Only include one (1) section in the MUPUD for development standards. Do not include multiple tables and sections that causes confusion and inconsistencies.

Parking & Roadways

6. Revise to include the total number of beds to the parking calculations. There are conflicting statements of 32 beds, 36 beds, and 53 beds.

Advisory Comments & Conditions

7. A final plat was submitted under DRC#20-00103. The October 13, 2020 DRC recommendation was to resubmit back to DRC. This final plat must be approved prior to construction plan approval of the rehabilitation hospital. No further subdividing is permitted without final plat submittal and approval.
8. A separate PUD site plan is required for improvements on Parcels #33-25-29-00U0-0012-0000 and 33-25-29-00U0-0018-0000.
9. Review and approval of signal warrant analysis and transportation improvements is required prior to construction plan approval to finalize all off-site improvements.
10. Additional PUD Amendment conditions may be forthcoming.

11. Subject to Planning Advisory Board and City Commission approvals.

POLICE

Compliance-No Comments

PUBLIC SAFETY/911

Compliance with Conditions-Comments

1. Update street name to S. John Young Parkway

PUBLIC WORKS & ENGINEERING

Compliance with Conditions-Comments

Public Works: Erika Allen & Ryan Kilman

Conditions of Approval

- Please note: Any subdivision of lots will require a final plat review and approval.
- Additional comments will be provided with final plat and PUD site plan review.
- Please note: A FEMA LOMR-F may be required prior to final subdivision acceptance and Certificate of Occupancy (CO). Otherwise, a valid FEMA Elevation Certificate (Form 086-0-33) for any buildings within the subdivision will be required prior to CO. Please contact Nagel Altrui, Floodplain Manager, City of Kissimmee, for any questions relating to this requirement. Email: nagel.altrui@kissimmee.gov
- All applicable code requirements of the City of Kissimmee Code of Ordinances shall be adhered to for any proposed use(s) and its processes.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

No Comments Received

TOHO WATER AUTHORITY

Compliance-No Comments

Reviewing Dept: Khari Edwards



DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

Important note: The Development Review process associated with this request (as outlined in the attached application) is intended to ensure that the request meets the requirements established in the City of Kissimmee Land Development Code and site development criteria for the City of Kissimmee, and other local, regional and state agencies. It is not intended to constitute approval of building construction or permits as required by external agencies.

Other processes, permits, authorizations, and/or fees may be required prior to construction of requested improvements. These may include, but are not limited to:

- ❖ Mobility/Impact Fees (Transportation, Water & Sewer, Recreation, School)
- ❖ Building permits and review fees
- ❖ Right-of-Way Utilization permits
- ❖ South Florida Water Management District (SFWMD) permits
- ❖ Utility permits and/or fees
- ❖ Federal Aviation Administration (FAA) authorizations
- ❖ Business Tax Receipts (BTRs)
- ❖ State Permits and/or Licenses
- ❖ Development Service Agreements (Toho Water Authority)
- ❖ Florida Department of Environmental Protection (FDEP) Permits
- ❖ NPDES Permits (Stormwater permitting)

The Agent of record and/or property owner for the attached request is responsible for coordinating with applicable agencies to ensure all requirements for the requested improvements have been met prior to construction.

Please read all information above and complete the lower portion of this disclaimer. This document must be signed by both agent and property owner and shall be included with the attached application. Failure to submit this form with the completed application will result in Staff finding the application to be insufficient for review and will delay your request.

Project Name: Osceola Village Center - Everest Rehabilitation Hospital DRC# 21-00059

I Certify that I have read the above and understand/acknowledge the information contained therein.

Agent Signature: [Signature] Date: April 22, 2021

Agent Name (Print): Richard C. Wohlfarth

Property Owner Signature: [Signature] Date: April 22, 2021

Property Owner Name (Print): Osceola-Kissimmee Development II, LLC- Stephen Hoffman, Manager



CITY OF KISSIMMEE
APPLICATION FOR DEVELOPMENT REVIEW

**PROJECT**Name of Project: Osceola Village Center - Everest Rehabilitation HospitalLocation (Address if possible): S. John Young ParkwayParcel ID#: 33-25-29-00U0-0040-0000 & 33-25-29-00U0-0012-0000**APPLICANT**Name: Richard C. WohlfarthFirm: Wohlfarth Consulting Group, LLCAddress: 246 N. Westmonte Drive Altamonte Springs, FL 32714Phone: (407) 350 - 9090E-Mail: RWohlfarth@wcgroup.co**AGENT (Contact Person)**Name: Richard C. Wohlfarth, ManagerFirm: Wohlfarth Consulting Group, LLCAddress: 246 N. Westmonte Drive Altamonte Springs, FL 32714Phone: (407) 350 - 9090E-Mail: RWohlfarth@wcgroup.co**OWNER**Name: Stephen Hoffman, ManagerFirm: Osceola-Kissimmee Development IV, LLCAddress: 246 N. Westmonte Drive Altamonte Springs, FL 32714Phone: (954) 334 - 2250E-Mail: SHoffman@olivejudd.com**LEGAL DESCRIPTION/LOCATION**

see attached legal description and location map.

Note: Dates are contingent upon previous meeting approval and dependent upon the project type may not require various meetings. For specific processes, please see the project type. Scheduled dates for Public Hearings are subject to notification requirements and may be altered due to advertising requirements.

All requests must be accompanied by a completed application, checklist, fee, folded plan(s), a CD containing PDF(s) of any exhibits and/or plans and any other supporting materials. A sufficiency review will be conducted within 24 hours of submittal. If submittal is insufficient, the request will not be scheduled/distributed for review. Unless specifically noted, deadlines for submittals are **Friday at 4:00 p.m.** on the above listed dates. **No late or incomplete submittal will be accepted.**

FOR OFFICE USE ONLY			
REQUEST _____	FEE COLLECTED _____		
DATE _____	REC'D BY _____	DRC # _____	DRC DATE _____
SUFFICIENCY REVIEW (Y/N) _____		PROJECT MANAGER _____	



CITY OF KISSIMMEE PUD AMENDMENT/DRI AMENDMENT APPLICATION

Is the request for a PUD Amendment ☒ or for a DRI Amendment ☐?

Name of the approved PUD/DRI: MUPUD

Location of the PUD/DRI: S. John Young Parkway - Osceola Village Center

PUD/DRI approval date: September 17, 2019

Current zoning district designation for the subject property: MUPUD

Current future land use designation for the subject property: CG

Description of the proposed amendment(s): modify PUD to allow for rehabilitation hospital as a conditional Use.

Required Materials to be Submitted for PUD Amendments:

- Revised Preliminary Plan or Site Plan indicating the proposed changes and conforming to Sections 14-2-50 through 52 and 14-2-191 of the Land Development Code. See attached preliminary plan checklist for a list of items to be included on the plans.
- Revised PUD Standards indicating the proposed changes.

Required Materials to be Submitted for DRI Amendments:

- Copy of the Notification of Proposed Change or Binding Letter of Interpretation submitted to the appropriate agencies in accordance with Chapter 380.06 F.S.
- Revised Development Order indicating the proposed changes and conforming to the requirements of Chapter 380.06 F.S.
- Revised DRI Development Plan indicating the proposed changes.

I Certify that to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

- ☒ Owner of the property described herein
☐ Party to an agreement for purchase of this property
☐ An agent for the owner or purchase of this property
☐ Other _____

Applications submitted by an applicant other than the owner of the subject property shall be accompanied by written documentation, suitable to the City Attorney, from the property owner authorizing the applicant to submit this request.

Date: April 22, 2021

Printed Name: Stephen Hoffman

Manager

Signature: _____

Note: Dates are contingent upon previous meeting approval and dependent upon the project type may not require various meetings. For specific processes, please see the project type. Scheduled dates for Public Hearings are subject to notification requirements and may be altered due to advertising requirements.

All requests must be accompanied by a completed application, checklist, fee, folded plan(s), a PDF of any exhibits and/or plans and any other supporting materials. A sufficiency review will be conducted within 24 hours of submittal. If submittal is insufficient, the request will not be scheduled/distributed for review. Unless specifically noted, deadlines for submittals are **Friday at 4:00 p.m.** on the above listed dates. **No late or incomplete submittal will be accepted.**



CITY OF KISSIMMEE PRELIMINARY PLAN CHECKLIST*

Project Name: Osceola Village Center - Everest Rehabilitation Hospital
 Subject Property Address: S. John Young Parkway
 Subject Property Parcel ID #: 33-25-29-00U0-0040-0000 & 33-25-29-00U0-0012-0000

A zoning map or PUD amendment application will need to accompany this checklist.

Written Information: The following information is required and where appropriate included on required maps:

X 14-2-50(E)(1)(a) Developer Info: Name, address and phone number of owner, developer and agent.

X 14-2-50(E)(1)(b) Evidence of Ownership or Control of Property: Material present evidence of ownership or control as required by Section 14-2-50(B).

X 14-2-50(E)(1)(c) PUD Objectives: A statement describing the objectives and characteristics of the development and indicating intent regarding the future selling or leasing of portions of the development.

X 14-2-50(E)(1)(d) Use List: A list of proposed land uses and locations on the site where each use would be allowed to occur.

X 14-2-50(E)(1)(e) Site Development Standards: A detailed list of proposed site development standards and locations of the site where each standard will apply. Standards include, but not limited to max building ht., min. lot width, yd. sizes, residential lot area, residential densities, lot coverage, and the gross floor area of non-residential uses.

PUD DENSITY WORKSHEET

	Required	Proposed
1. Total Project Size (Gross Acreage of Development)		_____ Acres
2. Total Wetlands Size		_____ Acres
3. Net Developable Acreage (Line 1 - Line 2)		_____ Acres
4. Density Rate (Maximum allowed u/a per land use)	_____ Units/Acre	
5. Maximum Net Density (Line 3 X Line 4)	_____ Units	_____ Units
6. Allowable Density Without Bonuses (75% of Line 5; 80% of Line 5 if a MUPUD)	_____ Units	
7. Units Per Density Bonus (5% of Line 5)	_____ Units	
8. Density Bonus Needed to Get Proposed # of Units (Proposed - Required in Line 6) (Line 7)	_____ Density Bonus Needed**	

**If density bonuses are needed, provide a listing of all density bonuses proposed in accordance with Section 14-2-50(D)(4).

X 14-2-50(E)(1)(f) Computations: A table of land use distribution showing proposed uses, acreage by land use, and number of units and density of each residential area, the entire project and the gross floor area of non-residential uses.

☒ 14-2-50(E)(1)(g) Phasing: Statement of the desired phasing, including approximate timing, and rationale of the phasing.

☒ 14-2-50(E)(1)(h) Concurrency: Proof of concurrency as required in 14-2-174.

Mapping of Existing Features: One or more maps and surveys showing the following for the entire tract at a scale of no less than 1 in. = 100 ft. (except the vicinity map), prepared by the appropriate combination of qualified professionals:

☒ 14-2-50(E)(2)(a) Vicinity Map: The location of the planned unit development site in relation to existing streets.

☒ 14-2-50(E)(2)(b) Boundary Survey/Legal Description: Prepared by a surveyor registered in the state.

☒ 14-2-50(E)(2)(c) Topographic Survey: Approximate topo defining the character of the land.

☒ 14-2-50(E)(2)(d) *Land Use Characteristics*: The Comprehensive Plan future land use designations, zoning classifications, and existing land uses for the site and all properties within 100 ft. of property lines and adjacent rights-of-way.

☒ 14-2-50(E)(2)(e) *Soils*: Hydric soils, as identified by the A Soil Survey of Osceola County Area, Florida, shall be presented.

☒ 14-2-50(E)(2)(f) *Existing Site Features*: The location of all existing structures, rights-of-way, easements and other natural and man-made features on site and within 100 ft. of the property lines and adjacent rights-of-way.

Mapping of Proposed Features: One or more maps and surveys showing the following for the entire tract at a scale of no less than 1 in. = 100 ft. (except the vicinity map), prepared by the appropriate combination of qualified professionals:

☒ 14-2-50(E)(3)(a) *Schematic Design*: A schematic representation of proposed land uses (including common open space), conceptual building locations, parking lots, and driveway entrances and exits.

PUD OPEN SPACE REQUIREMENT WORKSHEET

	Required	Proposed
A. Total Project Size (Buildable Acreage of Development)		_____ Acres
B. Total Open Space Required (25% of total in Line A)	_____ Acres	_____ Acres

Minimum Recreation Area Breakdown (For Multi-Family and Townhouse Only)

C. Active Recreation Area – Whichever is greater (3% of total in Line A) or (150 sqft of rec area per unit)	_____ Acres	_____ Acres
D. Passive Recreation Area (15% of total in Line A)	_____ Acres	_____ Acres

Maximum Pond Usage Allowed (For Entire Development)

E. Retention Pond Area Used (Max 25% of total in Line B)	_____ Acres	_____ Acres
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☒ 14-2-50(E)(3)(b) *Streets*: A delineation of proposed roads with the functional classification of streets and

an indication of required off-site street improvements.

- ☒ 14-2-50(E)(3)(c) *Drainage*: A schematic depiction of existing and proposed surface water management elements, including wetlands and major detention facilities.
- ☒ 14-2-50(E)(3)(d) *Community Facilities*: The general location and size of any community facility included within the development such as parks, community centers, etc.
- ☒ 14-2-50(E)(3)(e) *Phasing*: Any proposed phasing of the project.

TRADITIONAL NEIGHBORHOOD DESIGN SUBDIVISIONS

The following items shall also be included as part of a preliminary plan for TND (Traditional Neighborhood Design) subdivisions:

- ___ 14-2-53(B)(1)&(4) *Land Use*: A delineation of similar land uses within the same land use category facing across street(s) and dissimilar uses, when adjacent, abutting at rear lot lines. When authorized by the land use classification, each neighborhood may provide areas of mixed use (residential & commercial) buildings, with residential uses generally located on the second floor and above, encouraging the clustering of living, working, recreation, shopping and civic uses by design.
- ___ 14-2-53(B)(2) *Land Use*: A delineation of required clubhouse or community center and sufficient surrounding open space to form a neighborhood square within 1,000 feet of the geographic center of each neighborhood. Non-residential uses are encouraged to be located within this area where appropriate given the land use classification of the area.
- ___ 14-2-53(B)(3) *Land Use*: A schematic depiction that all neighborhoods are limited in size or shape to allow residents to walk to the neighborhood square in 5 to 10 minutes (generally 1,320 feet or less). Each neighborhood shall be small enough so that at least 95% of the housing units are within 1,320 feet of the neighborhood square.
- ___ 14-2-53(C)(1)&(2) *Streets & Alleys*: A delineation of all streets and alleys accessing all lots and townhouse lots. Where alleys are provided, a continuous network of alleys to the rear of lots within the development shall be provided. Cul-de-sacs, gated or dead-end streets are not permitted within the development.
- ___ 14-2-53(C)(3) *Street & Alley Widths*: A schematic depiction of the 24 foot width for all rights-of-way and of the 20 foot width for pavement for all bi-directional alleys. A minimum of 16 feet for rights-of-way and 12 feet for pavement width for one-way alleys.
- ___ 14-2-53(C)(4)&(5) *Paths*: A schematic depiction of all sidewalks, bicycles, and pedestrian paths connecting between all residences, shopping, employment and recreation within and adjacent to the neighborhood. Sidewalks abutting all residential lots shall be separated from the edge of pavement by a minimum 6 foot wide planting strip and designed to accommodate street trees, street lighting, fire hydrants and other required infrastructure.
- ___ 14-2-53(C)(6)&(11) *Streets & Alleys*: Delineation of curbing for streets and alleys. Curbing for streets shall be raised Type F style curbs and may be drop curb or shoulder gutter style (ie Miami curbs) for alleys. No block shall be more than 480 feet in length without a dedicated alley or pedestrian pathway providing through access.
- ___ 14-2-53(C)(7) *Street & Alley Lighting*: Location of lighting along all streets within the area between sidewalks and curbs, at intervals no less than 75 feet in length, and compliance with illumination standards adopted by the City. Street lighting structures shall not exceed 18 feet in height to avoid

conflicts with street trees and to provide pedestrian scale lighting. Where sidewalks abut the curb, street lighting structures shall be provided as close to the curb as possible.

14-2-53(C)(8)*Traffic Calming Measures*: Location of traffic circles or streets paved with bricks or pavers.

14-53(C)(9)&(D)(11)*Street Trees*: Delineation of street trees planted in the rights-of-way parallel to the street along all streets at a maximum average spacing of 35 feet on center. Trees shall be planted on both sides of the street within the planting strip between sidewalks and street curbs. The remaining required tree for each lot can be provided in the rear yard.

14-2-53(C)(10)&(D)(9)*Utility/Equipment*: Delineation of mechanical equipment including utility cabinets, transformers and the like, within alley rights-of-way or within easements that are not visible from the street right-of-way. Above grade mechanical equipment shall be fully screened from view through landscaping or alternative visual screening. Heating, air conditioning and ventilation systems shall be screened from the street.

14-2-53(D)(1)&(2)*Lots & Buildings*: A schematic depiction of residential dwelling building setback at a minimum of 5-20 feet from the front lot line. Variation in building setbacks along each block is encouraged. Consistent build-to lines shall be established for non-residential multi-family and mixed use buildings along all streets and public space frontages. This build-to line shall determine the width and ratio of enclosure desired for each street or public space. A minimum percentage build-out at the build-to line shall be established on the plan along all streets and public square frontages.

14-2-53(D)(3)&(4)*Buildings*: Depiction indicating that all buildings have their main entrance opening to a street. Delineation of setbacks for any stoop, colonnade, awning, projecting sign and open-sided porch which could encroach up to 10 feet into the front setback. In no case, such elements shall be setback less than 5 feet from front property line.

14-2-53(D)(5)*Porches*: Location of front porches or patios suitable in size to accommodate seating for the dwelling's occupants for a minimum of 50% of all proposed residential dwelling units.

14-2-53(D)(6)*Garages*: A schematic depiction of garages or carports with openings for vehicles facing the front lot line, at least 20 feet behind the front setback of the principal structure. No more than one-third of the total linear frontage of the front façade of the principal structure shall be comprised of garage door or carport openings. Attached garages or carports within openings facing the side, street side or rear lot line shall be subject to the setbacks established for the principal structures. Detached garages or carports shall be setback at least 10 feet behind the principal structure.

14-2-53(D)(7)*Elevations*: Depiction that all residential dwellings are raised a minimum of 18 inches from finished exterior finished grade.

14-2-53(D)(8)*Building Style*: Depiction of variation of building designs and architectural styles within the project.

14-2-53(D)(10)*Solid Waste*: Location of solid waste, recycling and yard trash containers for non-residential lots, multi-family and mixed use structures to be located in parking areas or in a location remote from the street. Depiction of containers to be screened by a minimum 6-foot high enclosure constructed in materials which are consistent with the adopted architectural style of the development.

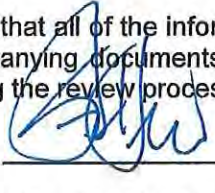
14-2-53(E)(1)-(4)*Parking*: A schematic depiction of individual driveways for single family, duplex, triplex and townhouse residential structures for two off-street parking spaces of at least 8 feet by 18 feet in size. Parking lots for non-residential and multi-family structures shall be provided at the ratio outlined in Section 14-2-78(D) and be located behind or to the side of the principal structures which front on a street.

any phasing plan involving a residential component shall ensure that the proportion of the residential units constructed shall always equal or exceed the proportion of non-residential building sq. ft. constructed if the area with the residential component has been assigned a residential land use classification on the Future Land Use Map of the Comp Plan.

The applicant shall submit 15 copies of the preliminary plan, this checklist, and supporting documents meeting the requirements of the LDC. This application will be processed like any other rezoning request.

I certify that all of the information listed above has been provided if applicable on the preliminary plan and/or accompanying documents. Lack of information provided may constitute as an incomplete submittal, thus delaying the review process.

Signed: _____

 , Manager

Date: _____

April 22, 2021

Please Note: This list is provided to ensure that all preliminary plans submitted are uniform and contain the minimum information required for review under Sections 14-2-50 & 53 of the City of Kissimmee Land Development Code. It is not intended to be an inclusive list of all ordinance requirements. Please direct questions concerning preliminary plan review to the City of Kissimmee Development Services Department at (407) 518-2140.

ITEM 5.B**PUBLIC HEARING - FIRST SUBSTANTIAL AMENDMENT TO THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN****Request**

Approval of the Resolution to proposed amendment to the 2020 CDBG Annual Action Plan which deletes two current projects and reallocates funds to existing projects.

Explanation

The City of Kissimmee first adopted its 2020 Annual Action Plan on July 21, 2020. The Plan was later revised on December 1, 2020 to correct the amount of funding from the Department of Housing and Urban Development (HUD). Throughout this past year, there have been some changes in the priority needs of the community and two projects listed in the Plan are no longer considered priorities at this time, either because other funding sources have been identified or the project is being postponed to another year. Below are the proposed changes listed in this First Amendment to the 2020 CDBG Annual Action Plan:

1. Delete the Hill Street Sidewalk Extension Design project and reallocate the funds in the amount of \$250,000 to the Hudson Street Improvement project. The Hudson Street Improvement project was introduced in the 2018 Annual Action Plan. The project entails the paving of one of the last remaining dirt roads within the city limits. Currently, the project has been allocated CDBG funds from program years 2018 and 2019. However, additional funds are needed in order to complete the project in its entirety. Staff proposes to postpone CDBG funding of the Hill Street Sidewalk to another year to identify other funding sources that may be able to cover the expenses.
2. Delete the Rental and Mortgage Assistance (City of Kissimmee) project and reallocate the funds in the amount of \$109,899 to the Homeless Facility project. The Homeless Facility project was introduced in the Third Substantial Amendment to the 2019 Annual Action Plan which allocated funding made available through the CARES Act (CDBG-CV funds). The project is intended to develop a facility that would serve the housing needs of the chronic homeless and those that are at risk of homelessness. The current project, Rental and Mortgage Assistance, was intended to provide rental and mortgage assistance to eligible low- and moderate-income households who have been financially impacted by COVID through local housing and supportive service providers. Considering that there has been an influx of federal, state, and other local funding to assist these individuals, staff proposes to delete this project.

A notice was published on August 19, 2021 giving the public 30 days notice of this proposed change as required by the City's Citizen Participation Plan. Staff received only one phone call about the amendment stating concerns about taking funds away from the Rental and Mortgage Assistance project. Staff addressed those concerns by explaining that there is other federal, state, and local funding available for those in need.

If the amendment is approved by the Commission, it will be submitted to HUD for review and final approval. Minor changes requested by HUD will be handled at the staff level unless there are

substantive changes to the intent of the amendment. If that is the case, staff will bring those changes to the Commission for further approval.

Recommendation

Approve the Resolution to proposed amendment to the 2020 CDBG Annual Action Plan which deletes two current projects and reallocates funds to existing projects.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. 1stAmendment_10.5.2021
2. RES adopting the First Amendment to the 2020-2021 CDBG Action Plan

CITY OF KISSIMMEE FIRST SUBSTANTIAL AMENDMENT TO THE 2020 CDBG ANNUAL ACTION PLAN

October 5, 2021

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Kissimmee anticipates receiving approximately \$1.3 million in Federal funding each year during the 2020-2025 Consolidated Plan period. The estimated annual allocations are \$725,000 for the CDBG Program and \$310,000 from the HOME Program Consortia. In addition, the City of Kissimmee anticipates to receive annual allocations of State funding from the State Housing Initiatives Partnership Program (SHIP) which are estimates at approximately \$300,000 per year, depending on funding availability through the Florida Housing Finance Corporation. Any program income or prior year funding resources that are received during each single fiscal year will be added to the next year's funding allocations.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	725,086	0	0	725,086	3,625,430	All CDBG goals and projects will benefit persons and households with a household income of less than 80% AMI.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - state	Acquisition Admin and Planning Housing Public Services	300,000	0	0	300,000	1,500,000	SHIP funding resources will be used to supplement overall affordable housing goals, projects and activities for low- to moderate income households.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Kissimmee anticipates to use annual SHIP Program funding, when available, as match towards affordable housing activities predominately supported by CDBG and HOME program funding. The City will also leverage other special private, state and local funds allocations towards eligible Federal program activities, if they are to become available over the next five year period.

- 1) In April 2020, the City of Kissimmee received a special allocation of \$426,609 in Community Development Block Grant Coronavirus (CDBG-CV) funds to address housing and non-housing community development impacts that resulted from the global pandemic of COVID-19. These funds have been allocated to eligible CDBG Program activities from the PY 2019 Annual Action Plan to provide Limited Subsistence Payments for rent/mortgage and/or utility assistance for very low-, low- and moderate-income individuals and families, as well as eligible microenterprise and small business grants to businesses to assistance with the economic impacts of the pandemic. However, on July 20, 2021, the City Commission approved to reallocate remaining funds from these activities to the acquisition and/or construction of a homeless facility. A third allocation from the CDBG-CV funds in the amount of \$737,760 was also awarded to the City and the Commission allocated the funds to the acquisition and/or construction of a homeless facility. The City elected to create, expand or modify one or more motel(s)/hotel(s) for people in need of shelter to reduce transmission of coronavirus among homeless persons. This First Substantial Amendment to the 2020 Annual Action Plan, deletes the Rental and Mortgage Assistance (City of Kissimmee) project that was initially proposed in the original Plan and reallocates the funds in the amount of \$109,899 to the

Homeless Facility project listed in the Third Substantial Amendment to the 2019 Annual Action Plan. In addition, this First Amendment to the 2020 Annual Action Plan deletes the Hill Street Sidewalk Extension - Design project and reallocates the funds in the amount of \$250,000 to the Hudson Street Improvement project listed in the 2018 Annual Action Plan.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Upon review of publicly owned land or property, the City has determined that there are no parcels or structures that can be used to address the needs identified in this for this Consolidated Plan period. If an opportunity arises during the next five year period, the City will file a Substantial Amendment to its current annual Action Plan to include any such land or property to further affordable housing opportunities.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Affordable Housing	2020	2025	Affordable Housing Homeless	City of Kissimmee	Affordable Housing	SHIP: \$300,000	Homeowner Housing Added: 10 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 35 Households Assisted
3	Housing Preservation	2020	2025	Affordable Housing	City of Kissimmee	Affordable Housing	CDBG: \$70,000	Housing Code Enforcement/Foreclosed Property Care: 700 Household Housing Unit
4	Public Services	2020	2025	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Kissimmee	Public Services	CDBG: \$260,069	Public service activities other than Low/Moderate Income Housing Benefit: 213 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 124 <u>61</u> Households Assisted
5	Public Facilities and Infrastructure Development	2020	2025		City of Kissimmee	Public Facilities and Infrastructure Improvements	CDBG: \$250,000	Public Homeless Facility or and Infrastructure Activities for Low/Moderate Income Housing Benefit: 50 <u>125</u> Households Assisted.
6	Program Administration	2020	2025	Program Administration	City of Kissimmee	Program Administration	CDBG: \$145,017	Other: 1 Other

Table 2 – Goals Summary

Annual Action Plan
2020

5

Goal Descriptions

2	Goal Name	Affordable Housing
	Goal Description	During the 2020-2021 program year, the City of Kissimmee will allocate approximately \$615,643 in Federal and State funding resources to affordable housing activities.
3	Goal Name	Housing Preservation
	Goal Description	During the 2020-2021 program year, the City of Kissimmee will allocate approximately \$70,000 in Federal funding resources towards housing preservation activities.
4	Goal Name	Public Services
	Goal Description	During the 2020-2021 program year, the City of Kissimmee will allocate approximately \$260,068.80 in Federal funding resources towards public services activities.
5	Goal Name	Public Facilities and Infrastructure Development
	Goal Description	During the 2020-2021 program year, the City of Kissimmee will allocate approximately \$250,000 in Federal funding resources towards a public homeless facilities and/or infrastructure improvement activities.
6	Goal Name	Program Administration
	Goal Description	During the 2020-2021 program year, the City of Kissimmee will allocate approximately \$145,017 in Federal funding resources towards program administration activities.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Kissimmee has proposed the following projects to be included in the 2020-2021 Program Year Annual Action Plan. These projects are subject to change according to the City Commission's approval/rejection or in the event that a new project is selected to take priority over an existing project. These proposed projects will receive one or a combination of both Federal and State funding available during this one year period.

#	Project Name
1	CDBG Program Administration
2	Good Neighbors/Community Hope Center
3	Back on Track Program/Back on Track Employment Services
4	Financial Wellness in Times of Uncertainty/Florida Consumer
5	Vision Specific Job Training and Employment Services/Lighthouse of Central Florida
6	Building Strong Families/Council on Aging
7	Rental and Mortgage Assistance (City of Kissimmee) Homeless Facility
8	Rental and Mortgage Assistance (Community HOPE Center)
9	Hill Street Sidewalk Extension Hudson Street Improvement
10	Code Enforcement
11	Rental and Mortgage Assistance (Council on Aging)

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Kissimmee has selected these projects due to the overwhelming need for public services to low- and moderate income households and persons with special needs to maintain safe, healthy and sustainable living environments. The most common obstacle to addressing underserved needs is the limit of funding available versus the need. It is expected to grow over the next one year period due to the health and financial impacts of the COVID-19 pandemic.

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG Program Administration
	Target Area	City of Kissimmee
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$145,017
	Description	Annual planning and administrative costs related to the execution of community development activities.[21-A Program Administration, §570.489(a)(3)]
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	This activity will take place at 101 Church Street, Kissimmee, FL 34741
2	Planned Activities	General management, oversight and coordination; fair housing activities, indirect costs; planning and capacity building activities.[21-A Program Administration, §570.489(a)(3)]
	Project Name	Good Neighbors/Community Hope Center
	Target Area	City of Kissimmee
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$40,170
	Description	To support the expansion of the chronic homelessness case management and outreach program.[03T Homeless Programs, §570.201(e)]
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	50 homeless persons

	Location Description	This activity will benefit chronic homeless persons within the Kissimmee, FL. The Community HOPE Center will use these funds to expand case management and outreach activities. Applicants can apply for these services through the Community HOPE Center.
	Planned Activities	Case management and outreach program to homeless individuals and families. [03T Homeless Programs, §570.201(e)]
3	Project Name	Back on Track Program/Back on Track Employment Services
	Target Area	City of Kissimmee
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000
	Description	To serve unemployed and underemployed residents of Chambers Park, Marydia and surrounding communities with education and employment services. [05H Employment Training §570.201(e)]
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	20 unemployed or underemployed, low to moderate income persons
	Location Description	This activity will take place in the Chambers Park, Marydia and surrounding communities in low to moderate income census tracts. This activity will be conducted by a local public services provider, Back on Tract Employment Services, Inc. Applicants can apply through Back on Tract Employment Services, Inc. and must meet the necessary eligibility criteria provided by the agency. Applicants must live in Kissimmee city limits.
4	Planned Activities	Education and employment services, and program administration costs. [05H Employment Training, §570.201(e)]
	Project Name	Financial Wellness in Times of Uncertainty/Florida Consumer
	Target Area	City of Kissimmee
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000

	Description	To serve financial literacy, housing and other credit counseling focusing on specific sectors of the vulnerable population - older adults, low English proficiency residents of the City of Kissimmee and financial illiterate population in general.[05 Housing Counseling Only, under 24 CFR 5.100]
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	133 low to moderate income persons, including more vulnerable populations such as senior/elderly or limited English proficient.
	Location Description	This activity will be administered city-wide by Consumer Credit Counseling Services of Puerto Rico, Inc/ Florida Consumer. Applicants can apply directly to the agency. Qualifications and eligibility criteria will be provided by the agency. Eligible applicants must live in Kissimmee city limits.
	Planned Activities	Financial, housing and credit counseling. [05 Housing Counseling Only, under 24 CFR 5.100]
5	Project Name	Vision Specific Job Training and Employment Services/Lighthouse of Central Florida
	Target Area	City of Kissimmee
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000
	Description	To provide vision rehabilitation services for teens and adults who are blind or severely vision impaired and their families.[05H Employment Training, §570.201(e)]
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	8-10 vision impaired, low to moderate income persons
	Location Description	This activity will be administered city-wide by the Lighthouse of Central Florida. Applicants can apply directly to Lighthouse of Central Florida for qualifications and eligibility criteria.

	Planned Activities	Vision rehabilitation services including training in independent and daily living skills, access technology, job readiness and employment foundations, self-advocacy education, and program administration costs. [05H Employment Training, §570.201(e)]
6	Project Name	Building Strong Families/Council on Aging
	Target Area	City of Kissimmee
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing Public Services
	Funding	CDBG: \$5,200
	Description	Provide rental and mortgage assistance to promote stable housing to low income households.[05Q Subsistence Payments, §570.207(b)(4)]
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	29 low income families or persons
	Location Description	This activity will be administered on a city-wide basis by the Council on Aging.
	Planned Activities	Administration and operations costs related to the Rental and mortgage assistance program. [05Q Subsistence Payments, §570.207(b)(4)]
7	Project Name	Rental and Mortgage Assistance (City of Kissimmee) <u>Homeless Facilities</u>
	Target Area	City of Kissimmee
	Goals Supported	<u>Affordable Housing Development</u>
	Needs Addressed	Public Services <u>Chronic Homeless</u> <u>At Risk of Homelessness</u> <u>Affordable Housing</u>
	Funding	CDBG: \$109,899

	Description	Provide rental and mortgage assistance to eligible low- and moderate-income households through local housing and supportive service providers. Acquisition, construction, and/or rehabilitation activities to create housing opportunities for those experiencing homelessness or are at risk of homelessness due to the COVID-19 pandemic, as well as expanding the supply of permanent affordable housing and non-congregate shelter to prepare for future public health emergencies.
	Target Date	9/30/2021 9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	92 <u>75</u> low income households
	Location Description	This activity will be administered on a city-wide basis by the City of Kissimmee. Applicants can apply for the program directly through the City of Kissimmee Housing and Community Development Department. Applicants must meet income criteria and live in the Kissimmee City limits to be eligible. City of Kissimmee and/or surrounding areas in Osceola County
	Planned Activities	Rental and mortgage assistance for persons who have been financially impacted by the COVID-19 pandemic. [05Q Subsistence Payments, §570.207(b)(4)] Acquisition, construction, , and/or rehabilitation
8	Project Name	Rental and Mortgage Assistance (Community HOPE Center)
	Target Area	City of Kissimmee
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$40,000
	Description	Provide rental and mortgage assistance to eligible low- and moderate-income households through local housing and supportive service providers.[05Q Subsistence Payments, §570.207(b)(4)]
	Target Date	9/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	32 low income households
	Location Description	This activity will be administered city-wide by the Community HOPE Center. Applicants can apply directly through the Community Hope Center. Income eligibility criteria will be provided by the Community HOPE Center during the application and case management process. Eligible applicants must live in the Kissimmee city limits.
	Planned Activities	Rental and mortgage assistance for persons who have been financially impacted by the COVID-19 pandemic.[05Q Subsistence Payments, §570.207(b)(4)]
9	Project Name	Hill Street Sidewalk Extension Hudson Street Improvement
	Target Area	City of Kissimmee
	Goals Supported	Public Facilities and Infrastructure Development
	Needs Addressed	Public Facilities and Infrastructure Improvements
	Funding	CDBG: \$250,000
	Description	Funds will be used to pay for the design and survey for sidewalk extension project. It will extend the sidewalk located on the South side of Hill Street (approximately 1100ft of new sidewalk). [03L Sidewalks, §570.201(c)] The Hudson Street Improvements project entails the paving of one of the last remaining dirt roads within the City limits. Proposed improvements also include the addition of sidewalk as well as necessary drainage improvements.
	Target Date	9/30/2021 9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	50 low to moderate income households With the improvements to the local street, 15 homes will have the benefit of a safer street that has improved access to pedestrian features.
	Location Description	This activity will be administered on the Southside of Hill Street in Kissimmee, FL. (Census Tract 418) The project limits are along Hudson Street from Sunny Street to W. Earnest Street.

	Planned Activities	Design and survey for the extension of 1100 square feet of new sidewalk. [03L Sidewalks, §570.201(c)] Construction costs --The typical sections include a proposed undivided 24-ft paved roadway (12-ft in each direction) with curb and gutter and a proposed 6-ft concrete sidewalk in each direction. Other improvements include reconfiguring driveways to meet ADA standards, drainage improvements and utility relocations.
10	Project Name	Code Enforcement
	Target Area	City of Kissimmee
	Goals Supported	Housing Preservation
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$70,000
	Description	To pay for salaries and related expenses of one code enforcement inspector and legal proceedings, if necessary in deteriorating areas. [15 Code Enforcement, §570.202(c)]
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	This activity will be administered by the City of Kissimmee Code Enforcement Department and will take place within the Kissimmee city limits.
	Planned Activities	To pay for salaries and other related expenses of one code enforcement officer. [15 Code Enforcement, §570.202(c)]
11	Project Name	Rental and Mortgage Assistance (Council on Aging)
	Target Area	City of Kissimmee
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$34,800
	Description	Provide rental and mortgage assistance to promote stable housing to low income households. [05Q Subsistence Payments, §570.207(b)(4)]
	Target Date	9/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	29 low income families
	Location Description	This activity will be administered on a city-wide basis by the Council on Aging. Applicants can apply for this funding directly through the Council on Aging. Applicants must meet the income eligibility criteria required by the Program and must live in Kissimmee city limits.
	Planned Activities	Rental and mortgage assistance for persons who have been financially impacted by the COVID-19 pandemic. [05Q Subsistence Payments, §570.207(b)(4)]

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Federal and State funding resources are generally allocated on a City-wide basis. However, as identified in Section MA-50 of the Market Analysis in the 2020-2025 Consolidated Plan, there are large concentrations of lower income housing in the west central portion of Kissimmee along the John Young Parkway that are in need of affordable housing activities to address common housing problems. In addition, there is a large population of precariously housed residents residing in motels and hotels along U.S. Highway 192 in which the City is working with the Osceola County School District to focus resources in this area to address these issues.

The intent of the Homeless Facility project is to prioritize the needs of Osceola based, unsheltered individuals and families. At this time, the location of the project is unknown. However, there is a possibility the project may be located outside the city limits in Osceola County.

Geographic Distribution

Target Area	Percentage of Funds
City of Kissimmee	100 85

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

In order not to limit the availability of resources, such as public services, the City of Kissimmee chooses to allocate Federal and State funding to a broad, city-wide target area. Single year projects are selected based on the level of need and availability of resources.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following is a list of actions that the City of Kissimmee plans to implement over the next one-year period to achieve success in addressing the housing and community development needs of low- to moderate-income residents and families.

Actions planned to address obstacles to meeting underserved needs

The City of Kissimmee will continue working with internal City departments, as well as other public and private organizations to expand services and leverage Federal and State funding in order to address the underserved needs of the community. Obstacles that arise over the next one-year period will be addressed in two ways: 1) determine the level of urgent need and propose a solution with available resources in the current funding year; and/or 2) re-prioritize future funding based on the level of urgent need and available resources.

Actions planned to foster and maintain affordable housing

The City of Kissimmee will continue efforts of fostering and maintaining existing and new affordable housing by working with local CHDOs and developers to expand and increase affordable housing opportunities. The City of Kissimmee anticipates allocating over \$910,000 towards affordable housing opportunities during this one-year period.

Actions planned to reduce lead-based paint hazards

According to *Table 9 – Risk of Lead Based Paint Hazards* in the **Housing Market Analysis** section of the 2020-2025 Consolidated Plan, approximately 4,985 owner- or renter-occupied housing units within the City of Kissimmee were built before 1980 which designates them as “at-risk” of lead-based paint exposure. The City of Kissimmee is committed to monitoring these risks by working with its sub-recipients and local housing services providers, on projects funded with Federal or State grant funding, to ensure that these risks are properly tested and eliminated when rehabilitating or redeveloping affordable housing. All Federal and State funded and contracted projects require that developers comply with the Residential Lead-Based Paint Hazard Reduction Action of 1992.

Actions to Address LBP Hazards

- If a lead-based paint inspection for a pre-1979 housing rehabilitation project is determined to have less than one milligram per square centimeter (1mg/cm²), construction can proceed with required disclosure and notice.

If a lead-based paint inspection for a pre-1979 housing rehabilitation projects proves to be lead positive,

contractors will be required to proceed in accordance with HUD established procedure prescribed in 24 *CFR part 35* for proper management and treatment.

The City of Kissimmee is in the process of discussing the creation of an internal policy and procedures manual to address Lead Based Paint issues. Contractors are currently provided with informational pamphlets during the contracting process.

Actions planned to reduce the number of poverty-level families

The City of Kissimmee has established three overarching strategies that are designed to address persons living in poverty:

1. Prevention strategies that allow households to avoid homelessness;
2. Job training and employment activities that permanently increase the earning potential of the household; and
3. Economic incentives to businesses to relocate and/or expand to provide more high paying jobs.

The City of Kissimmee will execute these strategies by allocating annual funding to eligible projects that address the need for better opportunities for persons living in poverty.

Actions planned to develop institutional structure

The City of Kissimmee currently works in partnership with six local non-profit service providers and government agencies in order to deliver services to those in need of services. The City will continue to monitor the strengths and gaps in the current institutional delivery structure over the next one year period, and make necessary adjustments to maximize outcomes using Federal and State funding.

Actions planned to enhance coordination between public and private housing and social service agencies

Each year, the City of Kissimmee develops a list of stakeholders and service providers for consultation and service delivery purposes. In order to increase coordination, the City will work with the stakeholders and service providers to collect current and accurate data to make adjustments on the needs of their clientele and measure performance efficiency.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following is a description of the plans and actions that the City of Kissimmee will implement during the 2020-2021 program year for each Federal and State funded program in order to remain in compliance with the program specific requirements of HUD Planning and Community Development programs.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

RESOLUTION NO. _____-2021

A RESOLUTION OF THE CITY OF KISSIMMEE, ADOPTING THE FIRST SUBSTANTIAL AMENDMENT TO THE 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ONE-YEAR ACTION PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS; AUTHORIZING SUBMISSION OF THE FIRST SUBSTANTIAL AMENDMENT TO THE ACTION PLAN TO OSCEOLA COUNTY FOR INCLUSION IN THE JOINT OSCEOLA COUNTY HOME CONSORTIUM 2020-2021 ONE-YEAR ACTION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Kissimmee, Florida, is a Community Development Block Grant (CDBG) Entitlement City and a member of the Osceola County HOME Consortium for receipt of HOME Investment Partnerships (HOME) Program funding; and

WHEREAS, the City Commission of the City of Kissimmee is desirous of obtaining federal CDBG and HOME funds, and administering its CDBG and HOME programs; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires all entitlement communities to submit a One-Year Action Plan annually that meets the requirements of applicable federal regulations; and

WHEREAS, the City of Kissimmee has prepared a One-Year Action Plan for use of its CDBG and HOME funds that includes required federal forms and certifications to apply for the funds from the federal CDBG and HOME programs,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE that:

- Section 1: The First Substantial Amendment to the One-Year Action Plan for 2020-2021, attached hereto, is hereby approved.
- Section 2: The City Manager is hereby authorized and empowered to execute the federal forms and certifications required as part of said One-Year Action Plan and all other required documents of the CDBG and HOME grants.
- Section 3: The City of Kissimmee is hereby authorized to submit said First Substantial Amendment to the One-Year Action Plan to Osceola County for inclusion in the Osceola County HOME Consortium One-Year Action Plan, and to submit the City of Kissimmee First Substantial Amendment to the One-Year Action Plan as its request and approval for CDBG and HOME program funding from the U.S. Department of Housing and Urban Development.
- Section 4: The Development Services Department is hereby authorized to administer said CDBG and HOME programs, Action Plans, and Citizen Participation Plans.

Section 5: This Resolution shall take effect immediately upon its passage and adoption.

ADOPTED in Regular Session this 5th day of October, 2021.

Attest:

City Commission
City of Kissimmee, Florida

Linda S. Hansell
City Clerk

Olga Gonzalez
Mayor-Commissioner

Approve as to form and legality

City Attorney

Date

ITEM 7.A
COMMISSION MINUTES APPROVAL

Request

Request Commission approval of the September 14, 2021 City Manager and City Attorney Evaluations and September 14, 2021 Commission Minutes.

Explanation

Minutes of the Commission meetings held on September 14, 2021.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Commission Minutes - September 14 , 2021 - City Manager and City Attorney Evaluations
2. Commission Minutes - September 14, 2021



MINUTES OF THE SPECIAL SESSION OF THE CITY COMMISSION HELD TUESDAY, SEPTEMBER 14, 2021, AT 5:00 PM AT THE CITY OF KISSIMMEE, CITY HALL, TOHO CONFERENCE ROOM, 1ST FLOOR, 101 CHURCH STREET, KISSIMMEE, FLORIDA

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Monale, Commissioners Olga Mastano, Felipe Ortiz, Carlos
Llarena, and Fisher

Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes,
Assistant City Manager Justin Blaine, Clerk Linda Hansell

Members Absent: None

Mayor Monale called the meeting to order at 5:00 p.m.

2. CITY MANAGER AND CITY ATTORNEY EVALUATIONS

2.A CITY MANAGER EVALUATION

5:00 p.m. City Manager Mike Steigerwald

City Manager Steigerwald distributed a copy of the "City Commission Policy Agenda 2021" exhibit and discussed the status of the items listed including Top Priority, High Priority, and other accomplishments.

Mayor Monale stated since she has been on the Commission, there has been nothing but positive comments and other jurisdictions look to us to be the leaders. Our City Manager is doing a great job.

Commissioner Fisher stated that as our commander and chief, he feels the City Manager communicates very well with the Commission staff and the public.

Commissioner Mastano thanked City Manager Steigerwald for always making her feel welcome when she visits his office. She feels he has good communication skills and feels comfortable.

Commissioner Ortiz stated the City Manager has a tough job and is the key to our success as a city. He also commented on the changes in Parks and Recreation and feels a change was needed to get the back on track.

City Manager Steigerwald stated it is important that we hear from the Commission and make adjustments.

Commissioner Llarena commented he feels the City Manager takes everything into consideration and he gives him kudos for that. He appreciates that he is listening but would like to see him get out more in the community to check on things.

City Manager Teiger said confirmed he does need to get out more and will focus on that more as things settle down. He stated as the City Manager he depends on the Commission and the public to bring information forward on changes they would like to see in the community.

Consensus of the Commission was that when there is a problem it gets handled quickly by the City Manager. They also felt they are leaving a footprint for future generations to follow and not focusing only on economic development but also on the citizens that do not have affordable housing or mental health support. The Commission cannot change or reinvent the wheel when they have agencies that provide services but they can realign services with the needs of the community.

City Manager Teiger said credit should be given to the employees because with clear direction and communication they can accomplish our goals. He commented that this Commission hit the ground running in November of 2020 and the direction and goals have changed from previous commissions. They focus on a portion of our population that has not received attention in the past.

In response to the Commission question on a note, the City Manager stated there is no need for a note on benefits because the City Manager's contract is not due to expire until 2026 and his current benefits are the same as the general employees.

2.B CITY ATTORNEY EVALUATION

5:25 p.m. City Attorney Olga Sanchez de Fuentes

City Attorney Sanchez de Fuentes stated she and the City Manager are a team that work together for the Commission. She referred some of the accomplishments of her office that are in addition to the projects mentioned by the City Manager.

1 Transition to Unicode

2 Intake software is operational logging legal requests. As of this month have sent 70 items logged that range from litigation to equal Opportunity issues.

3 Oroid settlement reached \$11,000,000 per year settlement for the next 18 years.

Mayor Gonzalez commented the City Attorney and stated she is available to the Commission.

Commissioner Mastano thanked her for making herself available when she needs information.

Commissioner Fisher commented that the transition from Ron to Olga was seamless. He would also like for us to stay on track with infrastructure projects.

City Manager Teiger said the Council understands the decisions that were made on transportation taxes in the past. They have had a better solution and he cautioned the Commission on lobbying/cajoaigning for the approval of the tax. Our goal is to educate the public.

Commissioner are encouraged to encourage attorney Sanchez de Fuentes to see to the good of the community and continue to do the best she can.

Commissioner Ortiz could like the attorney to see to the good of the community and stay focused.

3. ADJOURNMENT

There being no further business to come before the Commission, a motion to adjourn the meeting at 5:34 p.m.

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TTT:

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Exhibit "A"
City Manager Hand-out
City Commission Policy Agenda 2021
Item 2



MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, SEPTEMBER 14, 2021, AT 6:00 PM AT THE CITY OF KISSIMMEE, CITY HALL COMMISSION CHAMBERS LOCATED AT 101 CHURCH STREET, KISSIMMEE, FLORIDA

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Monale, Commissioners Olga Lucia Castano, Feli Orti, Carlos Alcare, III, and Fisher

Staff Present: City Manager Mike Teiger, Alder, Attorney Olga Sanchez de Fuentes, Executive City Manager Desiree Atthes, Assistant City Manager Austin Blaine, Clerk Linda Hansell

Members Absent: None

Mayor Monale called the meeting to order at 6:00 P.M.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a moment of silence, Commissioner Fisher led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A RECOGNITION OF ASHLEY CARINO - MISS FLORIDA USA 2021

The request is for the City Commission to recognize Ashley Carino, Miss Florida 2021.

City Manager Teiger, Alder introduced Ashley Carino, Miss Florida 2021. He highlighted her background and accomplishments from her bio attached to the agenda and asked the Commission to join in recognizing her achievements.

The Commission took picture with Ms. Carino as she presented her with a certificate of appreciation exhibit.

It was brought to the attention of the Commission that Miss Carino would need assistance with travel expenses to attend the Miss USA competition in Oklahoma.

Commissioner Fisher made a motion to approve \$250 for travel expenses but withdrew his motion.

Commissioner Orti made a motion to approve \$2,500 for travel expenses to Tulsa, Oklahoma with an additional \$2,500 contingent upon her being selected to represent the United States at the Miss Universe Pageant in Israel. Commissioner Alcare seconded the motion.

Commissioner Jonathan Fisher, City Commissioner Orti,
Commissioner Lareo, Commissioner Castano
One

otion Passed 5 - 0

3.B UCF KISSIMMEE BUSINESS INCUBATOR YEAR-END UPDATE AND GROWTHWHEEL SUCCESSES

The UCF Kissimmee Business Incubator will provide a fiscal year-end summary of their activities as well as provide an update on the successes from the growth wheel coaching pilot program offered by the city this year.

Belinda Birge, Economic Development Director, advised the Commission UCF will be presenting a fiscal summary of the UCF Business Incubator and its pilot programs and introduced Esther Vargas.

Esther Vargas, City Manager for the UCF Incubator in Kissimmee, thanked the Commission for their continued support and presented a PowerPoint Presentation that was attached to agenda.

3.C EMPLOYEE OF THE MONTH FOR SEPTEMBER

That the City Commission join the City Manager in recognizing Ken Boro, Fire Department as September's Employee of the Month.

City Manager Teigerwald introduced Lieutenant Ken Boro of the Kissimmee Fire Department as Employee of the Month for September. He acknowledged Lieutenant Boro's 'can-do' positivity and the talents he shares with his department and the city.

City Manager Teigerwald reminded the Commission that individuals are selected by a committee of their peers and there is no greater honor.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - FIRST READING - PROPOSED ORDINANCE #21-12 AMENDING CHAPTER 22 AND RECODIFYING SECTION 22-53

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 22, ENVIRONMENT, ARTICLE III, NUISANCES, SECTION 22-50, NUISANCES AND SANITATION GENERALLY; RECODIFYING SECTION 22-53, URINATION AND DEFECATION IN PUBLIC PLACES AND CERTAIN PRIVATE PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Commission approval of the First Reading of Proposed Ordinance 21-12 amending Chapter 22 and recodifying Section 22-53.

City Attorney Sanchez de Fuentes read Proposed Ordinance 21-12 by title.

City Manager Teigerwald explained this as a section of the code that was repealed when the City changed our Code Publisher. Editorial of this proposed ordinance will return the language and effectively prohibit those acts mentioned.

Mayor Conale announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to approve the Public Hearing. Commissioner Castano seconded the motion.

On roll call the vote was as follows:

Commissioner Lare 000

Commissioner Fisher 000

Commissioner Castano 000

Commissioner Orti 000

Mayor Conale 000

Motion carried 5 - 0

5. PUBLIC HEARINGS

5.A PUBLIC HEARING - ADOPTION OF TENTATIVE MILLAGE LEVY AND TENTATIVE BUDGET FOR FISCAL YEAR 2021-2022

Adoption of the tentative millage levy of 4.6253 mills and tentative budget of \$216,888,231 for fiscal year 2021-2022.

City Manager Teigerwald reviewed the request to adopt the tentative millage and tentative budget for fiscal year 2021-2022. He advised the General Funds revenues remain strong due to the pandemic, a significant reduction in Sales Tax and Gas Tax to replace but funds from the American Rescue Plan has balanced out the impacts for capital projects in the 5-year plan.

TENTATIVE MILLAGE

Mayor Conale stated the proposed operating millage is 4.6253 which is 4.9 more than the Colled Bate of 4.4085.

City Attorney Sanchez de Fuentes read Resolution 18-2021 to prohibit B for the record.

Mayor Conale announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to approve the Public Hearing and adopt Resolution 18-2021. It

Commissioner Orti seconded the motion

On roll call the vote was as follows:

Commissioner Mastano	
Commissioner Orti	
Commissioner Blare	
Commissioner Fisher	
Aldor Donale	

Motion carried 5 - 0

TENTATIVE FY2022 BUDGET

Aldor Donale stated this resolution will adopt a Tentative Budget of \$216,888,231 and authorize 789 full and part-time positions. A schedule of positions authorized for each department and subsidiaries of each Fund are attached to the resolution.

Aldor Donale announced the Public Hearing with no response from the audience.

Attorney Sanchez de Fuentes read resolution 19-2021 exhibit for the record.

Commissioner Fisher moved to adjourn the Public Hearing and adopt resolution 19-2021.
Commissioner Mastano seconded the motion.

On roll call the vote was as follows:

Commissioner Orti	
Commissioner Blare	
Commissioner Fisher	
Commissioner Mastano	
Aldor Donale	

Motion carried adjourn 5 - 0

Mayor Teiger said announced that if there are members of the audience attending tonight for the approval of the Budget, their budget approval requires only one Public Hearing and that will be held on September 28, 2021.

6. HEAR AUDIENCE

One

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

Commissioner Fisher made a motion to approve the consent agenda in its entirety. Commissioner Castano seconded the motion.

Motion carried 5 - 0

7.A COMMISSION MINUTES APPROVAL

Commissioner Fisher made a motion to approve the August 17, 2021 Commission Minutes.

7.B APPROVAL TO AWARD CONTRACT TO REFURBISH THE MARK E DURBIN LAKESIDE PARK HOCKEY RINK

Commissioner Fisher made a motion to award a contract with Becker Arena Products for the Mark E Durbin Lakeside Park Hockey rink project.

7.C RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC., REPRESENTING THE OFFICERS, CORPORALS AND DETECTIVES UNIT

Commissioner Fisher made a motion to ratify the collective bargaining agreement with the Fraternal Order of Police, Inc. (FOP) representing the Officers, Corporals and Detectives bargaining unit.

7.D MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY MAINTENANCE (CONTRACT NO. ASP01)

Commissioner Fisher made a motion to renew the Highway Maintenance Memorandum of Agreement between the City of Kissimmee and the Florida Department of Transportation (FDOT).

Resolution 20-2021 (Exhibit "D")

7.E ACCEPTANCE OF ASSIGNMENT OF GROUND LEASE AGREEMENT WITH PROJECT LIGHTNING

Commissioner Fisher made a motion to accept a ground lease agreement with Project Lightning for 4134 Division Drive Parcel 8.

7.F REQUEST TO APPROVE A SLOPE EASEMENT BETWEEN THE CITY OF KISSIMMEE AND KISSIMMEE UTILITY AUTHORITY ("KUA") REGARDING THE FLORA RIDGE PROJECT

Approval of a slope easement agreement

7.G APPROVAL TO AWARD CONTRACT TO RESURFACE THE KISSIMMEE LAKEFRONT PARK SPLASHPAD

Approval to award the contract to resurface the Kissimmee Lakefront Park Splashpad to Robertson Industries Inc

7.H AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN BIG TOHO MARINA AND THE CITY OF KISSIMMEE

Approval of the amendment to the concession agreement between Big Toho Marina and the City of Kissimmee for termination of contract on September 30, 2021

7.I AMENDMENT #1 TO THE INTERLOCAL AGREEMENT BETWEEN OSCEOLA COUNTY AND THE CITY OF KISSIMMEE REGARDING THE PROVISION OF RECREATIONAL PROGRAMS AT THE MARYDIA COMMUNITY CENTER

Request approval of amendment #1 to the Interlocal agreement between Osceola County and the City of Kissimmee regarding the provision of recreational programs at the Marydia Community Center

7.J APPROVAL OF RESOLUTION AND INTERLOCAL AGREEMENT TO OPEN AN INVESTMENT ACCOUNT WITH THE FLORIDA SHORT TERM ASSET RESERVE

Approval of a resolution and an interlocal agreement to open an investment account with the Florida Short Term Asset Reserve

Resolution 21-2021 (Exhibit "C")

8. DISCUSSION ITEMS

8.A PROSPERA FISCAL YEAR-END UPDATE AND SERVICES AGREEMENT

Prospera's Vice President Rosalia Medina will present a summary of their efforts for FY 2020/21 to the City Commission and respectfully request approval of a continued contract and funding for FY 2021/22

Economic Development Director Miragard introduced Prospera Vice President Rosalia Medina to the

Commission

Patricia Medina made the PowerPoint Presentation as attached to the agenda. She introduced local business owner Carlos Torneria who participated in the program.

Carlos Torneria, owner of Torneria Pediatrics, spoke in favor of the support he received from Prospera in developing his business and growing to eighteen employees. His new clinic serves mostly Hispanic clients but all are welcome. He thanked the Commission for their contributions and support of Prospera.

Medina concluded her presentation by thanking the Commission for all their support.

Commissioner Fisher made a motion to approve the annual contract for \$10,000. Commissioner Castano seconded the motion.

Roll call: Mayor-Commissioner Gonzalez, Commissioner Fisher, City Commissioner Ortiz, Commissioner LaRae, Commissioner Castano.

Roll call: Done

Motion carried 5 - 0

8.B UCF FLORIDA SMALL BUSINESS DEVELOPMENT CENTER ANNUAL REPORT & SERVICES AGREEMENT

The UCF Florida Small Business Development Center will present to the City Commission a summary of its efforts for FY 2020/21 and request a continuation of their contract for FY 2021/22.

Belinda Birgeard introduced Rafael Pratts, Vice President and Site Manager of the UCF Florida Small Business Development Center (FBC).

Rafael Pratts distributed a packet to the Commission (Exhibit "F") and made a PowerPoint Presentation attached to the agenda.

City Commissioner Ortiz made a motion to approve the annual contract for \$30,000. Commissioner Castano seconded the motion.

Roll call: Mayor-Commissioner Gonzalez, Commissioner Fisher, City Commissioner Ortiz, Commissioner LaRae, Commissioner Castano.

Roll call: Done

Motion carried 5 - 0

8.C CHARTER SCHOOL ADVISORY BOARD VACANCY

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the removal of Daniela Adams.

It is Manager Teiger said advised this as a result of a parent no longer able to serve meaning that position although there is both the parent and business position open he is asking the commission to only appoint the parent position at this moment

Commissioner Ware made a motion to appoint Shannon Pies to the Charter School Director Board as a Parent Commissioner Fisher seconded the motion

Roll Call: Mayor-Commissioner Gonzalez Commissioner Fisher It Commissioner Orti Commissioner Ware Commissioner Astano
Roll Call: Done

Motion Passed 5 - 0

8.D TOHO WATER AUTHORITY BOARD REAPPOINTMENT

The request is for the commission to consider the reappointment of Jim Chan as one of the commissioners to appointees on the Toho Water Authority Board of Superintendents whose term expires on September 30, 2021

It is Manager Teiger said advised the commission that the commission has two appointees for the TOHO Water Board of Superintendents and candidate Jim Chan's term will be expiring the end of September and he is interested in being reappointed

Commissioner Ware made a motion to reappoint Jim Chan to the Toho Water Authority Board It Commissioner Orti seconded the motion

Roll Call: Mayor-Commissioner Gonzalez Commissioner Fisher It Commissioner Orti Commissioner Ware Commissioner Astano
Roll Call: Done

Motion Passed 5 - 0

8.E COMMISSION APPOINTMENT OF SELECTION COMMITTEE FOR REVIEW AND SELECTION OF RFP#2021-007 EMERGENCY SHELTER/BRIDGE HOUSING AND HOMELESS SERVICES RFP

Staff requests commission appointments for the selection committee that will make recommendations to the commission on the Emergency Shelter/ Bridge-Housing and Homeless Services proposals

It is Manager Teiger said acknowledged this item will appear on the agenda for the next council meetings selection committee is required by Florida Statute and we have until mid-October before the Proposals are opened each commissioner will appoint a committee member and then jointly appoint two or four at-large representatives to reach a total of seven or nine representatives on the committee

Commissioner Fisher made a motion to appoint Aid Carbone to the Bridge-Housing and

However, the committee members are seconded the motion.

Mayor-Commissioner Donald Fisher, City Commissioner Ortiz,
Commissioner Lareo, Commissioner Castano

One:

Motion Passed carried 5 - 0

City Manager Teigerwald will provide the commission with a list of interested candidates at a future meeting.

Fire Chief Jim Mills was in the audience and commented that he is aware that Darbone is retiring from Osceola Regional.

City Manager Teigerwald confirmed retirement does not affect his being able to serve on the board nor does his residence.

Deputy City Manager Desiree Matthews added that as the commission makes appointments, staff will notify appointees and will let the commission know of any conflicts. Once all appointees have been chosen, they will meet when the bids are opened, review all proposals received by the city and then run the submittals.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

IT WILL BE THE MOTION OF THE BOARD

City Manager Teigerwald thanked the commission for his evaluation.

9.B CITY ATTORNEY

IT WILL BE THE MOTION OF THE BOARD

City Attorney Sanchez de Fuentes thanked the commission for her evaluation and stated she is glad to be here.

9.C CITY COMMISSION

THE CITY COMMISSION WILL BE THE MOTION OF THE BOARD

Commissioner Castano wished everyone a good evening.

PO I/O O TI

nothing

PO I/O V

nothing

PO I/O FI H

Commissioner Fisher thanked a or on ale for recognizing the fallen Police Officers and for
menting 9-1-1

PO O O

a or on ale thanked everyone for attending tonight

10. ADJOURNMENT

There being no further business to come before the Commission a or on ale adjourned
the meeting at 7:01 PM

PO - PO I/O

TTT:

IT

Exhibit "A "
Certificate of Appreciation
Shlemon - Miss Florida 2021
Item 3

Exhibit "B"

Resolution 18-2021

Adoption of Tentative Billage of 46253 for FY 2022

Item 5

Exhibit "A"
Resolution 19-2021
Adoption of Tentative Budget of \$216,888,231 for FY 2022
Item 5

Exhibit "A"
Resolution 20-2021
Authorizing a Mayor to execute Florida Department of Transportation Highways Maintenance
Memorandum of Agreement - Project 244383-1-78-03
Item 7

Exhibit "E"
Resolution 21-2021
Authorizing Execution and Delivery of Interlocal Agreement for Jointly Exercising Power
to Invest Surplus Funds in an Intergovernmental Investment Pool
Item 7

Exhibit "F"

Hand-out from F all Business Development Center
Item 8B

ITEM 7.B**TYLER TECHNOLOGIES ANNUAL SOFTWARE MAINTENANCE FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SUITE****Request**

Approval of the payment for the annual software maintenance for Tyler Technologies ERP software suite in the amount of \$218,191.58.

Explanation

The City currently uses the Tyler Enterprise Resource Planning Software Suite for the Finance, Human Resources and Development Services departments. Each year, the City pays an annual maintenance fee. The maintenance fee includes programming and staff support as well as upgrades and new version releases of the software. The current contract is perpetual and will continue for as long as the City pays the annual fee. Since the service can only be provided by the software vendor, this is a sole source purchase.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 504647		Decrease	\$218,192	\$218,192

Financial Summary:

Adequate funds are available in the FY 2022 operating budget for Tyler Technologies' annual software maintenance.

Recommendation

Staff recommends approval to pay Tyler Technologies the annual maintenance fee of \$218,191.58 as outlined in the approved FY 2021-22 Information Technology operating budget.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology
Presenter:

Attachment(s):

None

ITEM 7.C

APPROVAL OF CISCO ENTERPRISE AGREEMENT

Request

Approval of a three-year Cisco Enterprise Agreement (EA) in the amount of \$134,377.92 (\$44,792.64 annually) from Software House International utilizing the Sourcewell purchasing contract.

Explanation

The City has standardized on Cisco to provide network security hardware and software. This year the City would like to bundle all of the Cisco Security products under a three-year enterprise agreement. This will lock in the annual price for three years and provide for 20% growth with no additional true-up cost. Additionally, the agreement provides for simplified license management through an online portal. Combining all security products into one enterprise agreement will result in an overall savings of \$30,000 (\$10,000 annually).

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 505455		Decrease	\$5,000	\$5,000
56060103 504647		Decrease	\$48,000	\$39,792.64

Financial Summary:

Years 2 and 3 of the agreement will be budgeted in the Information Technology Dues and Subscription budget line item for fiscal years 2023 and 2024.

Recommendation

Staff recommends approval of the purchase of a three-year Cisco Enterprise Agreement (EA) in the amount of \$134,377.92 (\$44,792.64 annually) from Software House International.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology
Presenter:

Attachment(s):

1. Cisco Enterprise Agreement

2. SHI Quote
3. Cisco Quote
4. Presidio Quote

ITEM 7.D**CENTRALSQUARE TECHNOLOGIES ANNUAL SOFTWARE MAINTENANCE FOR
ONESOLUTION PUBLIC SAFETY SOFTWARE SUITE****Request**

Approval of the annual maintenance contract for OneSolution Public Safety Software suite with CentralSquare Technologies in the amount of \$154,868.81.

Explanation

The City currently uses CentralSquare Technologies' Public Sector OneSolution Software suite for its public safety software. Each year, the City pays an annual maintenance fee as part of the City's contract for programming and staff support. The contract price also includes upgrades and new version releases of the software. The current contract is perpetual and will continue for as long as the City pays the annual fee. Since this service can only be provided by the software vendor, this is a sole source purchase.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 504647		Decrease	\$155,000	\$154,868.81

Financial Summary:

Adequate funds are available in the FY 2022 operating budget for the CentralSquare Technologies annual software maintenance contract.

Recommendation

Staff recommends approval to pay CentralSquare Technologies the annual maintenance fee of \$154,868.81 as outlined in the approved FY 2021-22 Information Technology operating budget.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology
Presenter:

Attachment(s):

None

ITEM 7.E

PURCHASE OF BUDGETED COMPUTER EQUIPMENT

Request

Approval to purchase Fiscal Year 2021-22 budgeted servers, personal computers, printers, and associated equipment from the State or National purchasing contracts with the option to purchase directly from a certified reseller or the manufacturer if the price is lower than what is available from applicable contracts.

Explanation

Staff requests approval to purchase budgeted computer equipment from either the state contract or other applicable contracts that meet the City's purchasing requirements with the option to purchase from a certified reseller or directly from the manufacturer if the price is lower than contract pricing. This approach has been standard practice for the City and includes the purchase of computer equipment such as servers, personal computers, printers, and associated equipment as identified in the approved Fiscal Year 2021-22 budget.

To ensure continued standardization of City equipment, the requested computer equipment manufacturer list is as follows: IBM, Dell, Panasonic, Hewlett Packard, Lenovo, Apple, Getac Technology Corporation, Cisco, and Microsoft. The list of manufacturers of printers and scanners is as follows: Hewlett Packard, Dell, Fujitsu, Brother, Zebra, and Context. The list of manufacturers of the City's standardized equipment is the same as last year.

Recommendation

Staff recommends approval to purchase FY 2021-22 budgeted computer equipment from the approved manufacturer list from the State or other applicable contracts that meet the City's purchasing requirements with the option to purchase directly from a certified reseller or the manufacturer if the price is lower than what is available on applicable contracts.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology

Presenter:

Attachment(s):

None

ITEM 7.F

SECOND AMENDMENT TO CONCESSION SERVICES AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND GULFSTREAM CATERING INC

Request

Approval of the Second Amendment to the Concession Service Agreement between the City of Kissimmee and Gulfstream Catering.

Explanation

On October 25, 2017, the City of Kissimmee entered into a 36-month concession services agreement with Gulfstream Catering Inc. that ended September 30, 2020. The original agreement contained a provision allowing both parties to extend the term for an additional 24 months, but not beyond September 30, 2022. The First Amendment extended the agreement for twelve (12) months, ending on September 30, 2021.

City staff and Gulfstream management wish to extend a portion of the original agreement. This Second Amendment will extend, without change, the concession contract for Fortune Road Athletic Complex and Bob Makinson Aquatic Center for an additional twelve (12) months, from October 1, 2021 to September 30, 2022 and will terminate operations of concession stands at the Kissimmee Civic Center and Ruby Plaza Cafe effective September 30, 2021. The City and concessionaire retain the right to cancel the agreement for any reason within sixty (60) days written advance notification.

Recommendation

Staff recommends approval of the Second Amendment to the Concession Agreement between the City of Kissimmee and Gulfstream Catering, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. Gulfstream Contract 2018 wo bid doc
2. Gulfstream 1st Amendment
3. Gulf Stream Catering 2nd Amendment (unsigned)

AGREEMENT
BETWEEN CITY OF KISSIMMEE
AND
GULFSTREAM CATERING INC.

This Agreement is made this 25th day of October, 2017 by and between the City of Kissimmee, Florida, a Municipal Corporation of the State of Florida, 101 Church Street, Kissimmee, FL 34741, (hereinafter referred to as CITY) and Gulfstream Catering, Inc., P.O. Box 450547, Kissimmee, Florida (hereinafter referred to as CONCESSIONAIRE) and each represents as follows:

WHEREAS: The City solicited sealed proposals under RFP2017-011 Concession Services which were due on September 5, 2017; and

WHEREAS: Gulfstream Catering Inc. was found to be the most responsible bidder; and

WHEREAS: the City awarded RFP2017-011 to Gulfstream Catering Inc. on the terms, conditions and requirements of proposal's specifications on the October 25, 2017; and

NOW THEREFORE: in consideration of the mutual promises contained herein and for other goods and value considerations, the receipt and sufficiency of which is hereby acknowledged, each hereby promises to the other as follows:

1. RECITATIONS

The foregoing recitals are true and correct but do constitute representations, warranties, or agreements of each party and specifically incorporated herein.

2. TERM OF CONTRACT

The CONCESSIONAIRE agrees to provide concessions and related services for a period of 36 months, beginning on October 1, 2017. This initial term shall only be renewable for one additional 12 month term by mutual consent of the parties; up to a total of additional 24 months. In no case shall this contract extend beyond September 30, 2022. The CITY and CONCESSIONAIRE may cancel the contract for any reason (without cause) with 60 days advance notification.

3. PAYMENT

The CONCESSIONAIRE agrees to pay 20% of gross food/beverage sales and 25% of gross alcohol sales no later than the 10th day of every month for the previous month. CONCESSIONAIRE shall pay a late fee of \$10 per day for every day payment is late. If the CONCESSIONAIRE defaults on

payment more than (30) days, the CITY has the right to cancel the contract and take physical possession of the premises and the contents therein belonging to the CITY.

4. REVENUE REPORTING

- a. CONCESSIONAIRE must provide the CITY with monthly revenue reports with monthly payment.
- b. CONCESSIONAIRE will not sublet services to any other entity without CITY approval.
- c. CONCESSIONAIRE will be responsible for paying and reporting all appropriate state and federal taxes.
- d. CONCESSIONAIRE is required to pay an additional 5% of gross sales for food/beverage/alcohol sales at any event sanctioned by the Florida State Boxing Commission.

5. PHYSICAL PROPERTIES

The CONCESSIONAIRE agrees to maintain the interior and exterior concession area in a clean, attractive, safe and sanitary manner that meets all health code and facility requirements and agrees to the following:

- a. Operate each concession stand listed below relative to each site's specific programs and events.
 - (1) **Fortune Road Athletic Complex, 2500 Fortune Road, Kissimmee, FL**
 - a. HOURS OF OPERATION DICTATED BY EVENTS AND LEAGUES SCHEDULED
 - (2) **Kissimmee Civic Center, 201 E. Dakin Avenue, Kissimmee, FL**
 - b. HOURS OF OPERATION DICTATED BY EVENTS
 - (3) **Bob Makinson Aquatic Center, 2204 Denn John Lane, Kissimmee, FL**
 - c. HOURS OF OPERATION SEASON BASED ON HOURS FACILITY IS OPEN TO PUBLIC
 - (4) **Ruby Plaza Café, 201 Lakeview Drive, Kissimmee, FL**
 - d. HOURS OF OPERATION LIMITED TO KISSIMMEE LAKEFRONT PARK HOURS
SATURDAY – SUNDAY 7:00am – 10:00pm. MUST BE OPEN YEAR-ROUND,
MINIMUM OF 6 HOURS DAILY.
- b. CONCESSIONAIRE must provide all necessary items and equipment to adequately supply the concession services listed in Proposal Number RFP2017-011 (attached). Any unsecured property of CONCESSIONAIRE is not the responsibility of the CITY.
- c. Obtain CITY approval for any changes, alterations or additions to any physical aspects of the building where approval shall not be unreasonable withheld. Any upgrades will become the permanent property of the CITY.
- d. Any equipment repairs due to the negligence or wrongdoing on the party of CONCESSIONAIRE, its employees or assigns, will be the responsibility of the CONCESSIONAIRE.
- e. Reviews with the CITY all signage, menus and pricing prior to each season opening and before pricing/menu changes.

- f. Disposes of all trash in and around concession area in designated containers and cleans tables a minimum of twice per day where applicable.
- g. Provides appropriate and adequate storage for all concession items and equipment.
- h. Provides appropriate training for all staff regarding all areas of responsibility.
- i. Upon cancellation or conclusion of the contract, leave the concession stand in as good of condition as when originally occupied, with the exception of reasonable wear and tear.
- j. The CITY reserves the right to inspect concession area for compliance with any of the above conditions.
- k. Aquatic Center concession stand will be emptied of all supplies and cleaned by the CONCESSIONAIRE no later than September 30th of each year, including floors, counters and any equipment left in concession stand.
- l. CONCESSIONAIRE understands and agrees that CITY reserves the right to require and/or prohibit the sale or service of certain branded products in order to meet the needs of its contracts with other vendors and/or events.
- m. The CITY will allow access to secure storage facilities at each location for CONCESSIONAIRES food/beverage and supplies.

6. REGULATION COMPLIANCE

The CONCESSIONAIRE agrees to operate facilities according to all Local, State and Federal regulations, Statues, ordinances and health code requirements, to obtain and maintain all appropriate CITY permits, to obtain and maintain all appropriate licenses (including an off-premise liquor license) as applies to concession operations and follow applicable CITY rules, regulations, and ordinances. Failure to comply will result in immediate suspension and or cancellation of contract.

7. INDEPENDENT CONTRACTOR

For the purposes of this agreement and any services rendered hereunder, it is hereby understood and agreed that CNOCESSIONAIRE, its employees and assigns, shall be an independent contractor and shall not be classified as or considered an agent or employee of the City of Kissimmee.

The CONCESSIONAIRE, its employees and assigns shall not be entitled to participate in group life or health insurance programs or pension plans of the CITY and shall not be covered under any fringe benefits of the CITY, including but not limited to vacation, medical leave, pension, holidays, unemployment compensation, and worker's compensation. Exception: a CONCESSIONAIRE, employees or assign who is also a dependent or spouse of a CITY employee. CONCESSIONAIRE shall notify its employees and assigns of the forgoing.

The CONCESSIONAIRE is responsible for compliance with all applicable laws, including payment or any required federal state or local taxes, etc., as required by law. It is the responsibility of the CONCESSIONAIRE to comply and the CITY will not be responsible for monitoring compliance.

8. EMPLOYEES INFORMATION/CRIMINAL HISTORY

The CONCESSIONAIRE shall be required to provide a list of the onsite managers who will be on premises of the City of Kissimmee the majority of the time performing the duties of this contract. A criminal background check of the CONCESSIONAIRE and the onsite managers will be performed and provided to the City of Kissimmee, and kept on file. The cost of this background check is the responsibility of the CONCESSIONAIRE and will be invoiced by the City of Kissimmee. Anyone found to have any sexual offenses in their background check shall be ineligible to work on the City of Kissimmee premises. Subject to and to the extent permitted by law, if at any time the City finds that the CONCESSIONAIRE'S staff is unsatisfactory, such nondiscriminatory causes and reasons are to be reported in writing to CONCESSIONAIRE. The CONCESSIONAIRE shall, within ten (10) days of the date of notice, replace that staff member, unless the City specifically extended the timeframe in writing.

9. INSURANCE

The CONCESSIONAIRE agrees to maintain the following insurance coverage:

- a. Comprehensive General Liability Insurance: The CONCESSIONAIRE will provide coverage with minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. A current certificate shall be filed with the City of Kissimmee Parks and Recreation Department prior to commencement of the Agreement.
- b. Comprehensive Automobile Liability: The CONCESSIONAIRE will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- c. Umbrella Liability: The CONCESSIONAIRE will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

The CONCESSIONAIRE will notify all employees they ARE NOT covered by the CITY workers' compensation policy.

The City of Kissimmee shall be listed as an additional insured on all certificates.

10. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement of the parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

11. AMENDMENTS

This contract may be amended at any time under the following conditions:

Written notification of change or addition by either party to be reviewed and approved by the CITY no less than ten working days prior to the requested change date. Any modification or addition obligation assumed by either party shall be binding only if written and valued consideration exchanged.

12. "AS IS"

Gulfstream Catering Inc. has inspected each CITY site and represents it can perform the service required hereunder and accepts the CITY properties "AS IS".

13. ASSIGNMENTS

Gulfstream Catering Inc. shall not, without prior consent of the CITY, assign this contract or any portion thereof.

14. SPECIAL CONSIDERATIONS/CONDITIONS

- a. CONCESSIONAIRE is responsible for providing food, beverage and alcohol products and personnel service sufficient to meet public demand.
- b. CONCESSIONAIRE may be asked to provide concession services at special events and programs on request and not necessarily during posted facility hours, with reasonable advance notice.
- c. CONCESSIONAIRE will have exclusive food and beverage concession rights at the Bob Makinson Aquatic Center, Kissimmee Civic Center, Fortune Road Athletic Complex and Ruby Plaza Café with exception of CITY sponsored events or programs. CITY reserves the right to sell merchandise or services as it so chooses after giving CONCESSIONAIRE first right of refusal to sell merchandise or services.
- d. The CITY has the right to review and approve all menu choices and pricing, which approval shall not be unreasonably withheld.
- e. CONCESSIONAIRE understands and agrees that CITY reserves the right to require and/or prohibit the sale or service of certain branded products in order to meet the needs of its contracts with other vendors and/or events.
- f. CITY reserves the right to negotiate and allow certain specialized food/beverage/novelty items to be sold that CONCESSIONAIRE does not typically sell, provide or offer, after giving CONCESSIONAIRE first right of refusal to sell merchandise or services.
- g. CONCESSIONAIRE will require apparel for all concession workers to look neat, professional at all times.
- h. CONCESSIONAIRE agrees to accept at minimum cash, MasterCard, and Visa payments for concessions products.
- i. CONCESSIONAIRE will provide a food package to Birthday Party rentals at a reasonable rate agreed upon by and between the CITY and CONCESSIONAIRE.
- j. CITY shall designate the type of activity at which liquor, beer and wine may be sold. The final decision as to when, where, if and which types of alcoholic beverages may be sold rests solely with the discretion of the CITY and to the extent permitted by law. It is

understood and agreed that there shall be no adjustment of the Minimum Guaranteed Payment to be paid by CONCESSIONAIRE should CITY restrict or prohibit the sale of alcoholic beverages at events.

- k. The CITY may request CONCESSIONAIRE to adopt special promotional pricing for sales of food/beverage/other services for certain promotional efforts of the CITY. CITY and CONCESSIONAIRE shall agree in advance in writing on the terms of any such pricing terms.
- l. The sale of chewing gum, sunflower seeds, peanuts and stickers is strictly prohibited.
- m. CONCESSIONAIRE and its staff may not solicit tips or gratuities. The sole exception to this is that during a cash bar situation the staff may accept (but not solicit) tips.
- n. Nothing in this Contract shall be construed so as to prohibit the exhibition of dispensing of free samples of merchandise/food/beverage products so long as the sample sizes are limited to under two ounces for food items and under four ounces for beverage items.

15. HOLD HARMLESS

Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious action and other unlawful conduct of its respective agents, officers and employees. Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to FS §768.28.

16. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES

It is mutually agreed by and between the parties, that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

17. VENUE/APPLICABLE LAW

It is mutually agreed between the parties that in the event of litigation arising under this Agreement, the appropriate forum will be in the appropriate courts of Osceola County Florida and the laws of the State of Florida shall be the controlling law.

18. SEVERABILITY

Should any paragraph or part of this Agreement be found to be invalid by a court of law, the parties agree that the all other provisions shall remain valid and in effect.

19. TIME IS OF THE ESSENCE

Time is of the essence to this contract.

20. NOTICES

Notice under this Agreement shall be in writing and shall be deemed effective when mailed, certified mail return-receipt requested or when delivered personally at the parties address below:

Notice as to City:

Steve L. Lackey, Assistant Director of Parks & Recreation
City of Kissimmee
101 Church Street, 3rd Floor
Kissimmee, FL 34741

Notice as to Gulfstream Catering Inc.

Rick Crawford, President
P.O. Box 450547
Kissimmee, Florida, 34745

21. BREACH OF CONTRACT/NO WAIERS

Failure of CONCESSIONAIRE or the CITY to perform the covenants, conditions, or provisions of this Agreement shall constitute a material default and breach of this Agreement. In the event of any default, the CITY has the right to terminate this Agreement immediately without notice to CONCESSIONAIRE. In the event of any default of the CITY, except the payments required under this Agreement, CONCESSIONAIRE may terminate this Agreement immediately without notice. If the CITY fails to timely pay the monies required under this Agreement, it has 10 days after written notice from CONCESSIONAIRE to cure said default, unless CITY disputes satisfactory performance of services.

No waiver of any default shall be implied from any acceptance of the CITY of any additional services of CONCESSIONAIRE or if said default persists or is repeated. The CITY's failure to insist on strict performance in any one or more instances of the terms of this Agreement shall not be deemed a waiver of immediate or future rights to enforce compliance.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have signed this agreement this 22nd day of September.

CONCESSIONAIRE acknowledges having read, understood and agreed to these provisions.

CONCESSIONAIRE

Rick Crawford

Rick Crawford, President
Gulfstream Catering Inc.

STATE OF FLORIDA
COUNTY OF OSCEOLA

The forgoing instrument was acknowledged before me this 22nd day of September, 2017 by Gulfstream Catering Inc. _____ a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced as identification, and did/did not take an oath.

Notary Stamp:



NOTARY PUBLIC
★ ANDREA CAMPBELL ★
MY COMMISSION # FF 950851
EXPIRES: February 21, 2020
Bonded Thru Budget Notary Services

Andrea Campbell

Notary Public, State of Florida

CITY OF KISSIMMEE

A Florida Municipal Corporation

By: Mike Steigerwald

Mike Steigerwald, City Manager

Date: 11/31/18

By: Donna Stensell
City Clerk

Approved as to form & legality

DT Smallwood
Donald T. Smallwood, City Attorney

**FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF KISSIMMEE AND
GULFSTREAM CATERING INC.**

THIS FIRST AMENDMENT is made this 1st day of OCTOBER, 2020 by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter City) and Gulf Stream Catering Inc., P.O. Box 450547, Kissimmee, Florida 34745 (hereinafter Concessionaire) and each represents as follows:

WITNESSETH

WHEREAS, on **October 25, 2017**, City and Concessionaire entered into Agreement Between City of Kissimmee and Gulfstream Catering Inc. (Original Agreement); and

WHEREAS, the term of the Original Agreement was 36 months, commencing on October 1, 2017 and ending on September 30, 2020; and

WHEREAS, the Original Agreement contained a provision allowing the Parties to extend the term for an additional twelve (12) months; and

WHEREAS, the Parties wish to extend the Original Agreement an additional twelve (12) months.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each party hereby promises to the other as follows:

1. Notwithstanding anything contained in the Original Agreement to the contrary, the term of the Agreement shall be extended by this First Amendment for twelve (12) months from October 1, 2020 to September 30, 2021. City and Concessionaire retain the right to cancel the Agreement for any reason with sixty (60) days advance notification.
2. Concessionaire is aware that City plans to start a competitive bidding process for concessionaire services for the City during this additional twelve (12) month term.
2. Except as herein modified, all terms and conditions of the Original Agreement dated October 1, 2017 shall remain in full force and effect for the term of this Agreement, as originally set forth in said Original Agreement.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

GULFSTREAM CATERING INC.

By: Rick Crawford

Title: PRESIDENT

Date: 10-1-2020

STATE OF FLORIDA)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 1st day of October, 2020, by Rick Crawford as President of Gulfstream Catering Inc., who is personally known to me or has produced identification.

Notary Seal:



ANDREA CAMPBELL
Commission # GG 924785
Expires February 21, 2024
Banded Thru Budget Notary Services

Notary: Andrea Campbell
Print Name: Andrea Campbell
My Commission Expires: Feb. 21, 2024

ATTEST

By: Linda Hansell
City Clerk

CITY OF KISSIMMEE
A Florida Municipal Corporation

By: Mike Steigerwald
Mike Steigerwald, City Manager

Date: 10/21/20

Approved as to form and legality

By: [Signature]
City Attorney

**SECOND AMENDMENT TO AGREEMENT
BETWEEN CITY OF KISSIMMEE AND GULFSTREAM CATERING INC.**

THIS SECOND AMENDMENT is made this _____ day of _____, 2021 by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter City) and Gulf Stream Catering Inc., P.O. Box 450547, Kissimmee, Florida 34745 (hereinafter Concessionaire) and each represents as follows:

WITNESSETH

WHEREAS, on October 25, 2017, City and Concessionaire entered into Agreement Between City of Kissimmee and Gulfstream Catering Inc. (Original Agreement); and

WHEREAS, the term of the Original Agreement was 36 months, commencing on October 1, 2017 and ending on September 30, 2020; and

WHEREAS, the First Amendment to the Original Agreement (First Amendment) extended this term until September 30, 2021; and

WHEREAS, the Parties wish to extend operation of concession stands at Fortune Road Athletic Complex and Bob Makinson Aquatic Center for an additional twelve (12) months, from October 1, 2021 to September 30, 2022; and

WHEREAS, the Parties wish to terminate operation of concession stands at the Kissimmee Civic Center and Ruby Plaza Café on September 30, 2021.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each party hereby promises to the other as follows:

1. Notwithstanding anything contained in the Original Agreement to the contrary, the term of the Agreement shall be extended by this Second Amendment for twelve (12) months from October 1, 2021 to September 30, 2022. City and Concessionaire retain the right to cancel the Agreement for any reason with sixty (60) days advance notification.
2. Section 5. PHYISCAL PROPERTIES is hereby amended to read as follows:

5. PHYSICAL PROPERTIES

The CONCESSIONAIRE agrees to maintain the interior and exterior concession area in a clean attractive, safe and sanitary manner that meets all health code and facility requirements and agrees to the follow.

- a. Operate each concession stand listed below relative to each site's specific programs and events.

(1) Fortune Road Athletic Complex, 2500 Fortune Road, Kissimmee, FL

- a. HOURS OF OPERATION DICTATED BY EVENTS AND LEAUGES SCHEDULED

(2) Bob Markinson Aquatic Center, 2204 Denn John Lane, Kissimmee, FL

- a. HOURS OF OPERATION SEASONAL AND BASED ON HOURS FACILITY IS OPEN TO THE PUBLIC

3. Section 14. SPECIAL CONSIDERATIONS/CONDITIONS section (c) is hereby amended to read as follows:
 - c. CONCESSIONAIRE will have exclusive food and beverage concession rights at the Bob Markinson Aquatic Center and Fortune Road Athletic Complex. CITY reserves the right to sell merchandise or services as it so chooses after giving CONCESSIONAIRE first right of refusal to sell merchandise or services.
4. Except as herein modified and by the First Amendment, all terms and conditions of the Original Agreement dated October 1, 2017 shall remain in full force and effect for the term of this Agreement, as originally set forth in said Original Agreement.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

GULFSTREAM CATERING INC.

By: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ as _____ of Gulfstream Catering Inc., who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

ATTEST

CITY OF KISSIMMEE
A Florida Municipal Corporation

By: _____
City Clerk

By: _____
Olga Gonzalez, Mayor

Date: _____

Approved as to form and legality

By: _____
City Attorney

ITEM 7.G**APPROVAL TO AWARD BID RFP 2021-009 FOR CONCESSION SERVICES FOOD SERVICE OPERATIONS AT KISSIMMEE LAKEFRONT PARK TO EDEN FAST FROZEN DESSERT, LLC FOR RUBY CAFE AND KISSIMMEE DINER, INC FOR BIG TOHO MARINA****Request**

Approval to award bid RFP 2021-009 for Concession Services Food Service Operations at Kissimmee Lakefront Park to Eden Fast Frozen Dessert, LLC for Ruby Plaza Cafe and Kissimmee Diner, Inc for Big Toho Marina.

Explanation

The Parks and Recreation Department recently advertised a Request for Proposal to enter into a Concession License Agreement for Bait, Tackle and Food Services at Big Toho Marina and Food Services at Ruby Plaza Cafe. The RFP allowed for proposals to be submitted for one or both locations with the City reserving the right to make multiple awards if it is in their best interest.

The RFP was advertised by the Purchasing Department on September 5, 2021. Demand Star had four vendors download the bid package and Vendor Link had five downloads. Ten vendors attended the mandatory pre-bid meeting via Zoom on September 9, 2021. The bid opening occurred on September 21, 2021. There were three responsive proposals which were evaluated and ranked by an evaluation committee according to the evaluation criteria provided in the RFP. Based on the scoring, the staff recommends that the Concession License Agreement for Ruby Plaza Cafe be awarded to Eden Fast Frozen Desserts, LLC (dba Limphelados) and the Concession License Agreement for Big Toho Marina be awarded to Kissimmee Diner, Inc (dba Matador Tacos and Tapas) and that the City Manager be authorized to sign this agreement and any subsequent amendments.

The License Agreement shall be for an initial period of sixty (60) months commencing on October 1, 2021. The parties may renew for up to two (2) additional sixty (60) month periods by written agreement. The City Manager or City Manager designee may approve such renewals on behalf of the City.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00100347-347505	Ruby Plaza Cafe	Increase	\$15,600+	
00100347-347505	Big Toho Marina	Increase	\$21,000+	

Financial Summary:

For Ruby Plaza Cafe, Eden Fast Frozen Desserts, LLC (dba Limphelados) shall pay to the City on or before the 1st day of each month \$1,300.00 exclusive of tax, with utilities to be paid by the City.

For Big Toho Marina, Kissimmee Diner, Inc (dba Matador Tacos and Tapas) shall pay the City on or before the 1st day of each month \$1,750 exclusive of tax, with utilities to be paid monthly by the licensee.

Recommendation

Staff recommends approval to award Bid RFP 2021-009 for Concession Services Food Services Operations at Kissimmee Lakefront Park to Eden Fast Frozen Dessert, LLC for Ruby Plaza and Kissimmee Diner, Inc for Big Toho Marina.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. RFP2021-009 Concession Services Food Service Operation Kissimmee Lakefront Park 9.1.2021
2. RFP 2021-009 scoring
3. BIG TOHO MARINA Kissimmee Diner DBA Matadors Tacos & Tapas
4. Eden Fast Frozen Dessert, LLC dba Limbhelados
5. Concession Ruby Plaza Contract
6. Concession Big Toho Contract

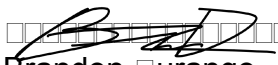
REQUEST FOR PROPOSAL

- I The CITY OF KISSIMMEE is seeking REQUEST FOR PROPOSAL on the following:
Request for Proposal Number **RFP2021-009 Concession Services, Food Service Operation Kissimmee Lakefront Park**
- II All proposals must be submitted in a sealed envelope and plainly marked with the proposal number on the exterior of the proposal envelope one (1) original one (1) copy and one (1) electronic copy on the CD or Flash Drive
- III To be considered proposals must be delivered On or before to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

and time stated on or before September 21, 2021 at 2:00PM

- IV All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Hallendale Conference Room 101 Church Street, Kissimmee, Florida at 2:30PM September 21, 2021
- V All proposals must be according to specifications and conditions and on the forms provided herein
- VI The Proposal's name and address shall be clearly shown on the exterior of the sealed envelope
- VII The City of Kissimmee reserves the right to accept and/or reject any or all proposals with or without cause to waive technicalities or to accept the proposal which in its judgment best serves the interest of the City of Kissimmee. Persons are advised that if they decide to appeal an decision made concerning the award of this proposal they will need a record of the proceedings and for such purpose they shall need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self-addressed stamped envelope in their proposal


Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer's acknowledgment that he is cognizant of all the conditions and specifications contained herein and that an offer made is in accordance with the contained specifications and conditions unless specifically identified and explained as exceptions on the proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers should include all descriptive literature specifications or catalogs or cuts necessary to specifically identify and describe the items being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interface with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the Internet. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING – (DOES NOT APPLY)

The unit price for each item being proposed will be shown on the Proposal schedule and will include all costs for or associated with the item. The total for each line item will be entered on the Proposal schedule. In case of a discrepancy between unit price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the proposal, such as "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for an award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame proposed, the Office of Issuance reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for an added cost to the Office of Issuance incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of an offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment however any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price/quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract; proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal provided that such award is in the best interests of the City of Mississauga.

The City of Mississauga reserves the right to accept and/or reject any or all proposals in whole or in part with or without cause to waive technicalities to make multiple awards on a line item basis and accept the proposal which in its judgment best serves the interest of the City of Mississauga. Proposers are cautioned that no communication with any City of Mississauga employee involved in the evaluation process unless such communication is originated by the City of Mississauga for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after posting. Vendors are responsible for following up on the status of any proposal. The City of Mississauga will only notify successful vendors.

1.9 BILLING AND PAYMENT

The City of Mississauga will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Mississauga Accounting Department, 101 Church Street, Mississauga, L4Y 3A7. Show the Vendor File Number, the purchase order number and be based on proper delivery, installation or provision of goods or services to an accepted by the City of Mississauga. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Mississauga may at its discretion require submission of samples for inspection and testing when specifications require such submissions. All costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposer's request and at the proposer's expense. The City of Mississauga will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct dimensions or design are to be used. All drawings shall be first quality unless otherwise specified. All products provided as a result of this solicitation will be new unused, the latest model in production and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict an offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose an equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The intent of this section reserves the sole right of final determination of product equivalence.

1.13 WARRANTY

All warranties for products or services provided under an contract resulting from this solicitation will meet or exceed that warrant offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warrant. If individual specifications contained herein require a warrant in conflict with this provision, the warrant provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the intent of this section will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal receipt of an addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, the proposer certifies or in the case of a joint proposal each party certifies that:

- He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to an employee of the intent of this section in connection with this proposal.
- That the proposer has not divulged or discussed his offer with other proposers.
- Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
- No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in our omission from future proposal lists.

1.17 CFPC

The intent of this section participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by contractor.

1.19 CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with its staff, its consultants, its legal counsel, its agents or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence-

- Written communications directed to the Procurement Officer
- All communications occurring at re-bid meetings
- Oral presentations before public noticed committee meetings
- Procurement of goods and services for emergency situations and
- Contractors already on contract with the city to perform services for the city are allowed discussions necessary for the completion of an existing contract

1.20 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor, Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES:

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 in excess of the threshold amount provided in Section 287.133, F.S., for T.O. or T.O. for a period of 36 months from the date of being placed on the convicted vendor list.

2.2 INDEMNITY

The contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of or resulting from the performance of their operations under this contract.

The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby
- All the stored materials and equipment whether in storage on or off the site under the care, custody or control of the contractor and
- Other property at the site including trees, shrubs, plants, animals, structures and roadways

The contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

In an emergency affecting the safety of persons or property the contractor shall act at his discretion to prevent threatened damage, injury or loss.

2.3 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov not less than seven (7) days prior to the FP opening date. However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 This FP contains pages 1 - 28. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

2.5 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.6 Link to this website is available through the City's Web Page <http://www.kissimmee.gov> under the Finance Department Purchasing Office of Award Processals currently available and Tabulation sheets are available Online. Proposers who do not have Internet access may request a copy of the tabulation by enclosing a stamped self-addressed envelope with the Proposal response.

2.7 THE CITY OF KISSIMMEE HAS A LOCAL VENDOR PREFERENCE POLICY

When the written bids/responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies

**RFP2021-009 Concession Services, Food Service Operation Kissimmee Lakefront
Park Mandatory Pre-Bid**

Proposals may be for one or both locations. The City of Kissimmee reserves the right to award multiple awards if it is in their best interest.

II. DESCRIPTION OF THE PREMISES:

1. Below is a general description of the premises. Attachment 1 contains a map of the floor plan of the locations.

Big Toho Marina

- | | |
|---------------------|---|
| Location: | • 69 Lakeview Drive, Kissimmee, FL 34741 |
| Square Footage: | • Approximately 800 square feet of Food Preparation area |
| On-site amenities: | <ul style="list-style-type: none"> • Kitchen (refrigerator, freezer, grill, stove w/oven, 2 basket fryer & grease trap) • Bait sales area (approximately, 80sq/ft) • 2 live bait wells and pumps come as is with an replacement at the expense of the licensee • Dining area w/ retail space • Serving Counter • Covered porch w/tables & chairs (7 sets) • Exterior restrooms • Janitor closet |
| Additional details: | <ul style="list-style-type: none"> • Opened in March 2014 • Premises vacant 10/1/2021 • Previous Concessionaire has used appliances and equipment for sale as well as marketing collateral • The sale of live bait is mandated at Big Toho Marina |

Ruby Plaza Café

- | | |
|---------------------|---|
| Location: | • 201 Lakeview Drive, Kissimmee, FL 34741 |
| Square Footage: | • Approximately 325 square feet |
| On-site amenities: | <ul style="list-style-type: none"> • Serving Area/ Concession • Dry Storage |
| Additional details: | <ul style="list-style-type: none"> • Grease Trap • Janitor closet • Covered porch w/seating • No appliances included • Opened January 2013 • Premises vacant October 1, 2021 • Previous Concessionaire has used appliances and |

III. REQUIREMENTS:

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1□ Background checks:

- a□ Both Facilities shall require all employees to have a Level 2 background check
- b□ Background checks are mandatory and shall be at the vendors sole cost and expense no exceptions

2□ Minimum Operating Hours:

1□ Big Toho Marina

- Monday– Friday 5:30 a.m. to 5:00 p.m.
- Saturday– Sunday 5:30 a.m. to 4:00 p.m.
- except for its observed holidays optional and other such closure of waterfront Park and
- licensee shall remain open to the public for dinner food service at a minimum of three evenings per week

2□ Club Plaza Café

- Sunday– Saturday 7:00 a.m. – 10:00 p.m.
- must be open year-round a minimum of 6 hours daily
- except for its observed holidays optional and other such closure of waterfront Park

3□ The minimum required hours are non-negotiable

4□ Proposals shall include extended hours of operation which will be set as mutually agreed upon by both parties

3□ Utilities:

- a□ licensee shall pay for electric water sewer at Big Toho Marina Invoiced monthly by it
- b□ it shall pay for electric water sewer at Club Plaza Café
- c□ it does not guarantee the uninterrupted service of the utilities provided
- d□ it provides garbage disposal services at both locations
- e□ licensee shall pay for all other expenses such as but not limited to long distance telephone charges telecommunication charges or cable television
- f□ City shall not be liable in any manner for damages to Licensee's business and/or inventory or for any other claim by licensee resulting from an interruption in utility service unless such interruption was caused by the sole negligence of the city

4□ Permits licenses and Facility maintenance:

The licensee shall be responsible for:

- a. All licenses and permits for operation including licenses and permits for the sale of alcoholic beverages which is permitted if in accordance with local and state law
- b. Maintaining the premises in a clean, orderly and sanitary condition as required by the hygiene codes and standards of the Florida Department of Business and Professional Regulations (DBPR), the Department of Agriculture and Consumer Services (FACS) and the Department of Health (DOH) <http://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-manager-code-standards.html>
- c. The daily housekeeping and sanitation services in the food preparation, storage, dining and serving areas of the Premises which includes dining furniture, floors, walls up to six feet above floor level and exterior of hoods, ducts, vents and other equipment and fixtures used by licensee in food storage and preparation areas
- d. Collecting and properly packing dry refuse from such areas and placing the packed refuse at site(s) on Premises designated by the City
- e. Providing the City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need for structural repairs or replacements. Licensee shall be responsible for any such repairs if caused by or resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers or its clients
- f. Complying with all City policies and standards regarding facility infrastructure
- g. City will maintain clean and stock public restroom attached to the premises

5. Inspections

- a. Premises are subject to inspections by the City of Kissimmee and/or other regulatory agencies
- b. The licensee shall notify the City in writing within 24 hours of any potential violations which under the terms of the contract the City is responsible to correct
- c. The licensee is also required to notify the City in writing within five (5) working days from the date of inspection of any notices or violations. The City reserves the right to be present during all inspections
- d. The City shall inspect the premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by Facility Maintenance Division in cooperation with Parks Division and licensee shall participate in the inspections
- e. A copy of inspection reports shall be maintained by the Facility Maintenance Division and available upon request by licensee if requested. To the extent the inspection determines certain maintenance is required, the City is only responsible for those items

which are considered part of the building or site-owned food service equipment

6 Equipment:

- a Equipment located on premises owned by it and used by the licensee shall be listed on a basic inventory attached jointly by the it and the licensee at the start of the contract. Subsequent changes, additions, or deletions to the basic inventory shall be in writing and attached jointly by both parties.
- b On the renewal date of the contract and at the termination date of the contract, a joint inventory shall be taken by the parties to verify correctness of inventory.
- c Reasonable care, which includes but is not limited to necessary efforts to maintain premises, improvements, fixtures, etc., shall be exercised in the use of its equipment and upon contract termination, the licensee shall field such equipment in as good condition as received, except for ordinary wear and tear and damage or destruction beyond Licensee's control and not due to the Licensee or its employees' fault or negligence.
- d Point of Sale Equipment:

- 1 There shall be no interfacing or connectivity between Licensee's information technology systems and City's information technology systems.
- 2 All credit or debit card transactions for which licensee shall serve as merchant-of-record shall be provided using Licensee's point of sale equipment and Internet connections provided and secured by licensee.

7 Signs

- a All and all signs, brochures, menu boards and advertising and all print material shall be presented and attached by the it prior to use.
- b Licensee shall at its own expense have the name of the business operation on the door, together with the hours of operation and an emergency telephone number, subject to its approval before installation.

8 Modification to the premises:

- a The City will deliver the site in an "as is" condition. If proposer wished to perform any improvements to the site, it will be their responsibility seeing in mind that it shall require prior written approval by the it and pursuant to any Federal, State or local permitting regulations. In addition, all such additions, improvements and fixtures, except licensee-owned movable furniture and equipment, shall become the property of the it and remain upon the premises and be surrendered at the end of the license.

- b. The licensee shall provide a written description and plans of any changes or alterations to the buildings and covered porches that will be necessary to meet the programs being proposed.
- c. Licensee shall not perform or make any alterations, improvements or additions in or to the premises or install any equipment of any kind that will require an alteration or addition to or use of the water, heating, air conditioning or electrical or other building systems or equipment without the prior written consent of it.
- d. Any such proposed additions shall be at the licensee's expense.
- e. Licensee shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the premises undertaken by licensee.

IV. EVALUATION CRITERIA:

Listed below is the criteria that will be used by the city to evaluate and score responses. Licensees shall include sufficient information to allow the city to thoroughly evaluate and score their responses. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified licensee.

1. Experience (350 Points)

Provide information for restaurant/food service background, experience, qualifications and philosophy of our firm providing the services required in this RFP. This description should include the names of the persons who will provide the services, including any subcontractors, their qualification and the years of experience in performing this type of work/services.

Provide description of proposed contract team and the role to be played by each member of the proposed team.

Attach resumes of all managers who will be involved in the management of the delivered services.

In addition, provide a minimum of three business related references including the business name, contact person and current daytime phone number.

2. Financial Capacity (50 Points)

Provide statement regarding your firm's financial strength. In addition, include financial capability if capital improvements are proposed.

- a. Provide a two (2) year financial plan consisting of but not limited to forecasted income statement, balance sheet and statement of cash flows.
- b. Please indicate if you or any other principal in your

organization has been involved in a legal dispute related to our business operations. If applicable, describe the status or disposition of the lawsuit.

- c. Has the owner or officer of our company ever been declared bankrupt, voluntarily or involuntarily, or insolvent or entered into an arrangement for the benefit of creditors? If yes, please explain.

3. Business Plan (250 Points)

Provide a separate written narrative describing the methods and/or manner in which the licensee proposes to satisfy the requirements of the code of conduct including but not limited to:

- a. A clear statement of vision for concession services. How services will appeal to the public including any proposed programs, services or improvements to the area.
- b. Proposed team, organizational structure, interrelationships and interactions including management policies describing customer service.
- c. Proposed operating hours. Proposals that exceed the minimum operating requirements will be awarded more points.
- d. Anticipated menu including portion sizes and prices and other merchandise (note: like bait and tackle options for Big Toho Marina).
- e. The fit of licensee promotes health, lifestyles and strongly desires health/life menu selections. Please note any menu items that are vegetarian, low sugar or other.
- f. Management policies describing controls over personnel, staffing and accounting.
- g. Provide a marketing plan indicating target markets, budget, advertising campaigns, promotions, etc.

4. Furniture, fixtures and equipment (200 Points)

Provide a description, quantities and photos of proposed furniture, fixtures, equipment to be used, including a description and plans of any changes or alterations to the buildings that will be necessary to meet the services being proposed.

5. Schedule (50 Points)

Provide transition plan and schedule to be fully operational from date of notice to proceed (note: the fit desire is to be open by 11/1/2021). Transition plan should include any potential improvements to the facility.

6. Compensation to the fit (100 Points)

The proposed compensation (license fee) to be paid to the fit for the privilege of using the premises, including the methodology for

determining such. The minimum proposed compensation for Public Plaza shall be \$1,250 month exclusive of taxes with utilities to be paid by the City and Big Toho Marina shall be \$1,750 month exclusive of taxes with utilities to be paid by the licensee. Proposals with compensation below the proposed minimum will be deducted 100 points. Proposals that meet the proposed minimum will receive no points. Proposals that exceed the proposed minimum will be awarded points depending upon the amount which the compensation exceeds the proposed minimum and other proposals to this RFP.

Total RFP Available Points 1000

V. ITEMS TO BE RETURNED WITH PROPOSAL:

Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be labeled or indexed to correspond with this request for Proposal. Responses should be correlated to the specific submittal criterion/section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals. However, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

Section A	Proposal Signature Page
Section B	Experience
Section C	Financial Statement
Section D	Business Plan
Section E	Furniture/Fixtures and Equipment
Section F	Schedule / Transition Plan
Section G	Compensation to the City
Section H	Exceptions to the City's Terms and Conditions

3.2 EMPLOYEES INFORMATION/CRIMINAL HISTORY

The successful bidder shall be required to provide an annual comprehensive listing of all employees of the bidder who will be on the premises of the City of Mississauga. This obligation is continuing in nature and must be updated from time to time by the successful bidder as additional employees are employed by the bidder. This information includes but is not limited to driver's licenses numbers and social security numbers. A criminal background check on all personnel who may be assigned duties in any space at any City facility will be obtained by the City of Mississauga to be kept on file by the City personnel department and will be available to governing agencies upon official written request. Anyone working on the premises of the City without a background check will be cause for immediate termination of this contract and forfeiture of all bonds. The cost of this background check is the responsibility of the bidder and will be invoiced by the City of Mississauga. Anyone found to have any sexual offenses on their criminal background check including arrests and not limited to convictions shall be ineligible to work on City of Mississauga premises.

3.4 TERM OF CONTRACT

Any contract resulting from this solicitation shall be for an initial six (6) month period. The Parties shall renew the license for up to two (2) additional six (6) month periods by written agreement. The City Manager or the City Manager's designee may approve such renewals on behalf of the City.

Note: Sample contract on pages 18 – 28.

OTI*

FP2021-009

If for some reason you are not participating in this solicitation, please complete the following and return to:

City of Issi
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Issi, CA 94741

OT return the solicitation package. Failure to respond may result in removal of our firm from our current vendor file.

Company Name: _____
Address: _____

Phone Number: _____

Facsimile Number: _____

Continue on Vendor List: _____ Yes _____ No
_____ Large Business _____ Small Business _____ Ineligible

Reason for no response to the solicitation:

_____ Cannot submit at this time
_____ Unavailable but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Qualification not presently available
_____ Other reasons or remarks: _____

[illegible]

□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □

☐ Signature

1000TI000TI0 P0OPO0000

Preference shall be given to businesses with drug-free workplace programs whenever two or more proposals which are equal with respect to price quality and service are received by the state or by an political subdivision for the procurement of commodities or contractual services a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process established procedures for processing tied proposals will be followed if none of the tied vendors have a drug-free workplace program In order to have a drug-free workplace program a business shall:

1. Publish a statement notifying employees that the unlawful manufacture distribution dispensing possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace the business's policy of maintaining a drug-free workplace and a available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations
3. Advise each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection 1
4. In the statement specified in subsection 1 notify the employees that as a condition of working on the commodities or contractual services that are under proposal the employee will abide by the terms of the statement and will notify the employer of an conviction of or plea of guilt or nolo contendere to an violation of chapter 893 or of an controlled substance law of the United States or an state for a violation occurring in the workplace no later than 5 days after such conviction
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community and an employee who is so convicted
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section

As the person authorized to sign the statement I certify that this firm complies fully with the above requirements

Vendor's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with our bid or quote. Incomplete forms will be rejected for reference evaluation.

State of Florida
County of Osceola

Before me on this _____ day of _____, 20____, personally appeared

(Print name) _____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(Print name of company) _____ **MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.**
 Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public) _____ personally known or
 _____ produced identification. Type of identification produced _____

CONCESSION LICENSE
FOOD BAIT, TACKLE AND FOOD SERVICES
AT BIG TOHO MARINA AND
FOOD SERVICES AT RUBY PLACA CAFE

THIS LICENSE is made and entered into this _____ day of _____, 2021, by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the “City”), as the “Licensor”, and Selected Bidder, a Florida corporation, (hereafter referred to as “Licensee”), together referred to as the “Parties,” and each represent as follows:

WITNESSET:

_____, after soliciting proposals for operation of bait, tackle, and fishing supplies retail establishment that provides food services at the City-owned Big Toho Marina and the provision of food services at the City-owned Ruby Plaza Caf  pursuant to City of Kissimmee Request for Proposal No. _____, (hereinafter referred to as “RFP”), City has awarded this License to Licensee and

_____, Licensee has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP and

Now, Therefore, in consideration of the above recitals, mutual covenants, agreements, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **PREMISES.** City hereby grants Licensee an exclusive license to the following Premises, as shown on Exhibit “A” attached hereto:
 - a. The concession space located in the Big Toho Marina, 69 Lakeview Drive, Kissimmee Florida consisting of approximately 800 square feet of kitchen, service, dining and retail space and an additional approximately 80 square feet of bait sales space as shown on Exhibit “A-1” attached hereto.
 - b. The concession space located in the Ruby Plaza Cafe, 201 Lakeview Drive, Kissimmee, Florida, consisting of 197 square foot of concession space and an additional 96 square foot of storage space as shown on Exhibit “A-2” attached hereto.
2. **TERM.** This License shall be for an initial period of sixty (60) months, commencing on the _____ day of _____, 2021. The Parties may renew the License for up to two (2) additional sixty (60) month periods by written agreement. The City Manager or the City Manager’s designee may approve such renewals on behalf of the City.
3. **RENTAL.** Licensee shall pay to the City on or before the 1st day of each month *insert proposed compensation* for the preceding month, subject to applicable taxes, without demand, deduction, setoff or abatement. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may cancel this License and begin procedures to collect fees. The late fee is applicable for each and every payment which is past due.
4. **USE.** Licensee agrees to perform the activities specified in the Proposal, as shown on Exhibit “B” attached hereto (hereinafter “Scope of Work”), on the Premises during the entire term of this License,

unless prevented from doing so by causes beyond Licensee's control, and to conduct its business at all times in a reputable manner. Licensee shall acquire and maintain all licenses and permits necessary to perform the activities specified in the Scope of Work. Licensee shall make no unlawful, improper or offensive use of Premises. All rights of License hereunder may be terminated by the City immediately in the event that any other use be made thereof. The Scope of Work at minimum shall include providing food services at Ruby Plaza Caf  and food services and the sale of live bait, tackle, and fishing supplies at Big Toho Marina pursuant to the requirements in the Hours of Operation section below.

5. **P SSESION.** Licensee shall be granted possession of the Premises immediately upon the commencement date of this License and shall be entitled to the full use of Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this License by the Parties. Upon expiration or termination of this License, Licensee shall surrender and yield possession of the Premises to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to the Licensee or its employees' fault or negligence. If the Premises are unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.
6. **ALCOHOLIC BEVERAGES.** The sale of any alcoholic beverages may be allowed in accordance with local and state law.
7. **OPERATING HOURS.** Licensee shall provide the sale of live bait, tackle, and fishing supplies and food services at Big Toho Marina Monday through Friday from 5:30 A.M. to 5:00 P.M. and Saturday and Sunday from 5:30 A.M. to 4:00 P.M., except for City observed holidays, at the option of Licensee, or upon other such closure of Lakefront Park. Licensee shall remain open to the public for dinner food service at a minimum of three evenings per week. Licensee will provide food service at Ruby Plaza Caf  each day for a minimum of 6 hours between 7:00 A.M. and 10:00 P.M. except for City observed holidays, at the option of Licensee, or upon closure of Lakefront Park. These hours of operation are the minimum required by this License, Licensee may provide additional hours of service at Big Toho Marina or Ruby Plaza Caf .
8. **TAXES, FEES AND ASSESSMENTS.** If any rental, sales or similar taxes, fees, or special assessments are levied upon the Premises due to the existence of this License, then Licensee shall pay all such taxes so imposed.
9. **UTILITIES.** City shall procure and pay for grease traps, plumbing, and garbage disposal for Premises. City shall procure and pay for electricity, water, and sewer for Ruby Plaza Caf . Licensee shall pay for electricity, water, and sewer for the concession space at Big Toho Marina to be billed monthly by the City. City cannot guarantee the uninterrupted service of the utilities provided for the concession operations. City shall not be liable in any manner for damages to Licensee's business and/or inventory, or for any other claim by Licensee, resulting from any interruption in utility service, unless such interruption was caused by the sole negligence of the City. Licensee shall pay for all other utilities to include internet, telecommunications, television, and security services. Licensee may provide for any security equipment or measures to protect the Premises, equipment, and inventory subject to the written approval of the City.
10. **MAINTENANCE.** Licensee shall maintain the premises in a clean, orderly, and sanitary condition as required by the hygiene codes and standards of the Florida Departments of Business and Professional (DBPR), Agriculture and Consumer Services (DACS) Regulations, and Health (DOH) regulations. Licensee shall be responsible for all housekeeping and sanitation services in the retail, food preparation,

food storage, dining, and serving areas of the Premises to include cleaning dining furniture, floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, and other equipment and fixtures used by Licensee in food storage and preparation areas. Licensee shall collect and properly package dry refuse from the Premises and place the packed refuse at the site(s) on Premises designated by City for refuse collection.

- 11. MAINTENANCE AND SERVICES.** City is responsible for performing preventative and corrective maintenance on facility infrastructure equipment and systems supporting the food service areas, such as, electric power distribution, lighting, HVAC, plumbing, roofing, fire alarm, fire protection, and grease trap maintenance. City shall have the right to enter upon the Premises for the purpose of inspecting, conducting tests, or for making repairs to the Premises or to any property owned or controlled by the City therein. If feasible, such repairs shall not unduly interfere with Licensee's business. City shall maintain, clean, and stocked public restrooms attached to the Premises. Licensee shall comply with all City policies and standards regarding facility infrastructure. Licensee shall maintain the Premises in good repair and in a clean, neat, orderly, and sanitary condition.

City shall inspect the Premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by the Facility Management Division, in cooperation with the Parks and Recreation Department, and Licensee may participate in the inspections. A copy of inspections reports shall be maintained by the Facility Management Division and available for review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, City is only responsible for those items which are considered part of the building or City-owned food service equipment or other obligations as set forth in this License.

Licensee shall permit inspection of the Premises by any county, state, or federal regulatory agency. Licensee shall notify the City, in writing, within five (5) working days of any notice, inspection, investigation, claim, demand, lawsuit, or other action by any county, state, or federal regulatory agency involving the Premises. The City may be present during any inspection by any local, state, or federal regulatory agency.

Licensee shall provide City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need of the aforementioned structural repairs or replacements within twenty-four (24) hours. Licensee shall be responsible for any such repairs described in this paragraph if resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers, or clients.

In the event City pays any monies required to be paid by Licensee hereunder, City shall demand repayment of same from Licensee within ten (10) days of payment and Licensee shall make such payment within ten (10) days of receipt of said demand. Licensee's failure to timely reimburse shall be deemed a breach of this License.

- 12. EQUIPMENT.** The City owns certain equipment at the Premises that may be used by Licensee. The City and the Licensee shall jointly approve a basic inventory listing all City-owned property at the Premises which may be used by Licensee (hereinafter "inventory") within ten (10) days after the signing of this License by the Parties. The inventory may be modified in writing with the approval of the Parties. Upon expiration of the term and any additional terms under this License, the Parties shall audit the inventory to verify its correctness. Licensee shall exercise reasonable care, including but not limited to taking necessary efforts to maintain, all equipment listed on the inventory. Upon expiration or termination of this License, Licensee shall surrender and yield possession of all items listed on the inventory to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to

the Licensee or it's employees' fault or negligence. If any items listed on the inventory are missing or unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.

- 13. POINT OF SALE EQUIPMENT.** Licensee shall not be permitted to use any of the City's point of sale equipment on the Premises. Licensee shall not interface or connect Licensee's information technology systems with the City's. Any credit or debit card transaction for which Licensee may serve as merchant-of-record shall be provided using Licensee's point of sale equipment and internet connections provided and secured by Licensee.
- 14. SIGNS.** Licensee agrees that any signs, brochures, menu boards, advertising, or print material to be used in connection with the Premises must have the City's written approval before installation or dissemination. Licensee may, at its own expense and subject to the City's written approval prior to installation, post the name of the business operation, hours of operation, and telephone number on the entrance doors of Premises.
- 15. BACKGROUND CHECKS.** Licensee shall complete a Level 2 employment screening check for all employees requiring access to Premises pursuant to the Florida Employment Screening Standards, Section 435.04, Florida Statutes. Licensee shall pay for the cost of mandatory employment screening checks for all such employees.
- 16. MODIFICATIONS TO PREMISES.** City grants Licensee the use of Premises "as is." Licensee shall not make any structural modifications, alterations, improvements, or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written approval by the City and only in accordance with local, state, and federal permitting regulations. Licensee shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to Premises undertaken by Licensee. All such additions, improvements, and fixtures, except movable furniture, shall become property of the City and remain upon the Premises and be surrendered to the City at the end of the License.

Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the City in the Premises or on the building or other improvements thereon, and Licensee shall notify all materialmen, contractors, artisans, mechanics and laborers and other person contracting with Licensee with respect to Premises or any part thereof that they must look to Licensee to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

In the event of the filing of any Claim of Lien, Licensee shall promptly satisfy same or transfer it to a bond, and Licensee shall in any event protect the City's interest in underlying real estate and shall hold the City harmless against any such claims.

- 17. TERMINATION FOR CONVENIENCE.** This License may be terminated either party, with or without cause, for any reason whatsoever, upon ninety (90) calendar days' written notice.
- 18. TERMINATION FOR CAUSE.** If either party wishes to terminate this License for cause (hereinafter "terminating party") due to a breach of this License by the other party (hereinafter "breaching party"), then the terminating party must provide the breaching party with written notice of said failure to perform. The terminating party must give ten (10) working days from the breaching party's receipt of the Notice to Cure for the breaching party to cure or take reasonable action to commence to cure the

performance concerns specified. If breaching party does not take appropriate action within the ten (10) day period, then the terminating party may issue a Final Notice to Cure. The breaching party will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the terminating party can terminate the License.

Notwithstanding the foregoing, City may immediately terminate this License, without providing Licensee with notice of default or opportunity to cure, if City determines that Licensee has failed to comply with any of the terms and conditions of this License related to safety, indemnification, or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee, but without an opportunity to cure, if City determines Licensee knowingly furnished any representation, warranty, or certification in connection with the solicitation of Licensee's bid or this License, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

In the event this License is terminated for cause and the City is the terminating party, any monies due from Licensee during the term of this License or any extension thereof, shall, at the option of the City, become immediately due and payable in full. Following termination, the City may immediately retake full possession of the Premises and repair or alter the Premises in such manner as City may deem necessary or advisable to re-license the Premises. Should City need to repair or alter the Premises in such a manner, City shall be entitled to recover damages.

10. INSURANCE. Licensee, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:

- a. **Workers Compensation:** 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 (CGLI):** CGLI coverage with limits not less than \$2,000,000.00 each occurrence or CGLI with limits not less than \$1,000,000.00 each occurrence and Umbrella Insurance in excess of the CGLI of not less than \$1,000,000.00. Such policies shall include product liability coverage and such coverage shall be noted on the Certificate of Insurance. If such policies do not include product liability coverage, Licensee shall maintain Products Liability coverage with limits not less than \$2,000,000.00.

Said policies shall name the City as an additional insured. Licensee shall provide proof of this insurance to the City within ten (10) days after the signing of this License by the Parties.

20. WAIVER OF SUBROGATION. Licensee releases the City and their respective representatives from any claims for damage that are caused by or result from risks insured against under any insurance

policies required to be carried by the Licensee under this License. Licensee agrees to cause the issuers of the insurance policies required to be maintained hereunder to include waivers of the rights of recovery and subrogation.

- 21. PERSONAL PROPERTY LIABILITY.** All property of any kind that may be on Premises during the term of License shall be at the sole risk of Licensee and City shall not be liable to Licensee or any other person for any injury, loss, or damage to property or to any person on said Premises.
- 22. ASSIGNMENT AND SUBLICENSING.** Licensee shall not assign, sublet, or in any manner transfer this License or any portion hereof without the express written consent of the City, however Licensee may assign this License to a successor by merger, to an entity that acquires substantially all of Licensee's assets, or to an affiliate that controls, is controlled by, or is under common control with Licensee without City's consent.
- 23. INDEMNIFICATION.** To the extent permitted by law, Licensee, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or damage to the person, property, or business of Licensee, its agents, employees, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this License shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28. Licensee agrees to indemnify and hold harmless the City, its agents, officers, employees, against any and all claims, demand, cost, and expenses of every kind and nature including reasonable attorney's fees and for the enforcement, defense, or appeals thereof arising from Licensee's performance of the License or any breach or default of Licensee.
- 24. CONDEMNATION.** If the whole or any part of the Premises shall be taken by any public authority by eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and any applicable fees shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were licensed, then, from that day Licensee shall have the right either to terminate this License or to continue in possession of the remainder under the same terms provided in this License, except the rental fee shall be reduced in proportion to the amount of the Premises taken. If Licensee shall fail to terminate this License within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, and this License shall continue for the remainder of the term. If Licensee exercises its right to cancel, all advanced fees paid by Licensee shall be adjusted to the date of said taking. If Licensee fails to exercise its right to cancel, Licensee shall, at its own cost and expense, make the repairs made necessary resulting from said partial taking. Licensee shall receive notice of the commencement of condemnation proceedings within thirty (30) days of the City's notice of their initiation if commenced by a third party, or within thirty (30) days of their initiation if commenced by the City.
- 25. DESTRUCTION OF PREMISES.** If the Premises shall, without fault of Licensee, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, City may, by written notice delivered to Licensee within thirty (30) days after such destruction or damage,

elect to rebuild or repair Premises. In such event, this License shall remain in force, and City shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good a condition as they were at the time immediately prior to the destruction or damage. For that purpose, City may enter the Premises, and rent shall abate during the time the Premises are untenable. If City elects not to restore or rebuild, Licensee may terminate this License. If either party so elects, this License shall terminate effective the date of said destruction.

26. WATER VESSELS AT BIG TOHO MARINA. Licensee acknowledges that overnight mooring of water vessels is prohibited at Big Toho Marina and boat repair, boat maintenance, or refueling of water vessels is prohibited at the floating courtesy docks attached to the Big Toho Marina facilities. Licensee agrees to enforce this prohibition to the best of their ability and if the occasion requires will notify the City and appropriate law enforcement officers of the continued violation.

27. BREACH. Failure of Licensee or the City to perform the covenants, conditions, or provisions of the License shall constitute a material default and breach of the Licensee. In the event of any default, the City or the Licensee has the right to seek termination of this License in accordance with the provisions of the Termination for Cause Section above.

28. NOTICE. Any and all notices required by 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 Steve L. Lacey Parks and Recreation 101 Church Street, Suite 330 Kissimmee, FL 34741	Licensee
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Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this License to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

29. WAIVER. No failure of the City to insist upon strict performance in any one or more terms of this License, nor any failure of the City to exercise any right or remedy under this License shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

30. HEADINGS AND CAPTIONS. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

- 31. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 32. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 33. ATTACHMENTS.** Attachments to this License shall be deemed to be incorporated into this License as if fully set forth verbatim into the body of this License.
- 34. NO THIRD PARTIES BENEFICIARIES.** This License shall inure to the benefit of the Parties to this License and is for the exclusive benefit of said Parties. This License shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Licensee.
- 35. RELATIONSHIP OF THE PARTIES' CONSTRUCTION OF LICENSE.** Nothing contained herein shall be deemed or construed as creating a principal and agent relationship or a joint venture between the Parties. The Parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of City and Licensee.
- 36. 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.
- 37. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.
- 38. RADON RISKS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- 39. HAZARDOUS SUBSTANCES.** Licensee shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Licensee shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any environmental law or

regulation. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal maintenance use. If Licensee learns or is notified by any governmental authority that any removal or other remediation of any hazardous substances affecting the Premises is necessary, Licensee shall promptly take all necessary remedial action in accordance with environmental law.

As used in this Paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "environmental law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

40. WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

41. WAIVER OF TRIAL BY JURY AND ATTORNEY'S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this License. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

42. PUBLIC RECORDS. The Licensee 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 License. As such, the Licensee shall keep and maintain public records required by the City to perform the service.

If the Licensee has questions regarding the application of Chapter 11, Florida Statutes, to the Licensee's duty to provide public records relating to this License, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

- a. If the City's Custodian of Records requests records from the Licensee, the Licensee shall provide the 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.
- b. The Licensee 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

License term and following completion of the License if the Licensee does not transfer the records to the City.

- c. Upon completion of the License, the Licensee shall transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the License, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the License, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the License.
 - d. Upon notice to the Licensee of a request to inspect or copy public records relating to a City license, the Licensee shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - e. If the Licensee does not comply with the City's request for records, such failure shall constitute a material breach and the License shall terminate upon notice by the City.
 - f. A Licensee who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §19.10
- 43. ENTIRE LICENSE.** This License constitutes the complete, full, and wholly independent agreement among the Parties with regard to the matters contained herein. This License also supersedes all prior representation, statements, and understandings among the Parties with respect to the matters and things addressed herein, either written or oral.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the _____ day of _____, 2021.

Licensee:

By: _____

WITNESS AS TO LICENSEE:

By: _____

CITY OF MISSISSAUGA

By: _____

Mayor - Commissioner

WITNESS:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

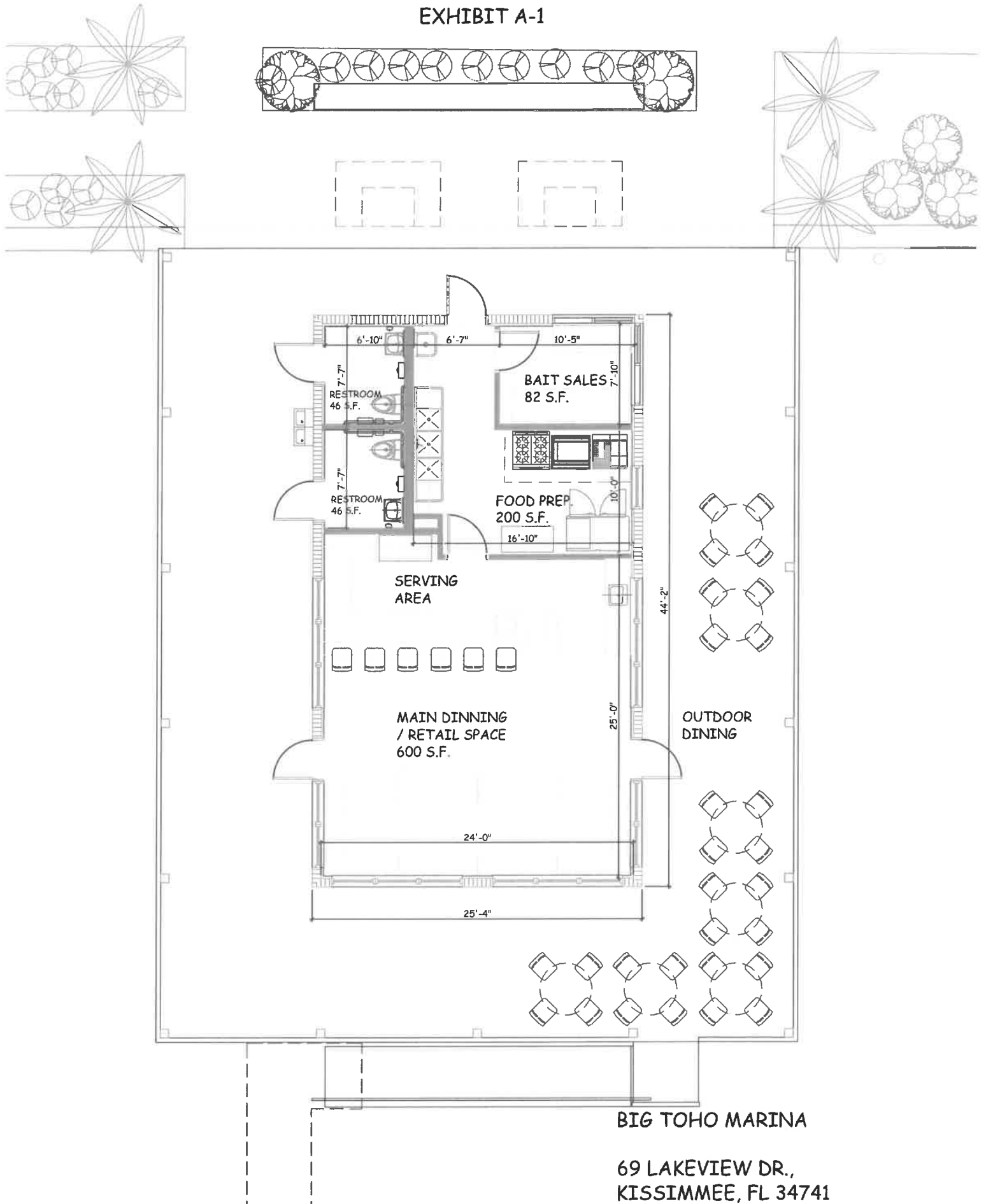
EXHIBIT A

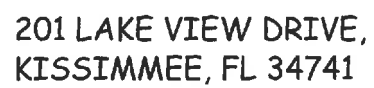


Ruby Plaza Cafe' 201 Lakeside Drive, Kissimmee, FL 34741

Big Toho Marina 69 Lakeview Drive, Kissimmee, FL 34741

EXHIBIT A-1







September 24, 2021

Selection Committee Scoring Results

Project: RFP2021-009 Concession Food Services at Lakefront

Begin Time: 2:00PM

Debbie Luke (Procurement Coordinator): Selection Committee (SC) members

- Steve Lackey – Director of Parks & Recreation Department
- Matt Libby – Assistant Director of Parks and Recreation Department
- Belinda Kirkegard – Economic Development Director
- Rod Bargaineer – Parks and Leisure Services Manager

The Committee started with each submittal, reviewing as a group what each submittal had to offer and then scored as a consensus basis for the scoring criteria below.

Section A	Proposal Signature Page
Section B	Experience
Section C	Financial Capacity
Section D	Business Plan
Section E	Furniture, Fixtures and Equipment
Section F	Schedule / Transition Plan
Section G	Compensation to the City
Section H	Exceptions to the City's Terms and Conditions

Determined that a decision could be made after scoring was completed, see attached scoring sheet showing the results. Eden Fast Frozen Desserts, dba Lymphelados and Kissimmee Diner dba Matador Tacos and Tapas were tied, however the companies that were tied represented separate facilities.

The Committee recommended moving forward for commission approval for Ruby Café with vendor Eden Fast Frozen and Big Toho Marina with vendor Kissimmee Diner.

Meeting was Adjourned

RFP2021-009
Concession Services Lakefront
Committee Score Sheets

24-Sep-21 2PM

	Eden Fast Frozen Dessert, dba			Total Points
	Bass Online	Limbhelados	Kissimmee Diner dba Matador Tacos & Tapas	
1 Experience	100	275	300	350
2 Financial Capacity	50	40	50	50
3 Business Plan	75	225	225	250
4 Furniture, fixtrures & Equipment	25	200	190	200
5 Schedule	50	50	50	50
6 Compensation to the City	25	25	0	100
Total	325	815	815	1000

Selection Committee:

Belinda Kirkegard
Matt Libby
Rod Bargaineer
Steve Lackey

**Project: Concession Service Food Services Operation
Lakefront Park**

BID NO: RFP2021-009



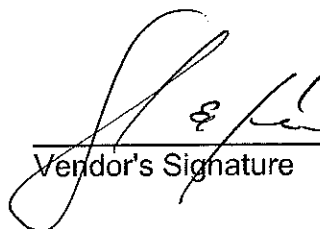
**From: Jorge Espinosa, Owner for
Kissimmee Diner dba Matador Tacos & Tapas
120 Broadway
Kissimmee, Fl. 34741**

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


 Vendor's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this 20th day of September 2021, personally appeared

(Print name) Jorge E. Espinosa being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(Print name of company) Kissimmee Diner dba Matadors Tacos & Tapas MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.

[Signature]
Signature of Affiant

Jorge E. Espinosa
Typed/Printed Name of Affiant

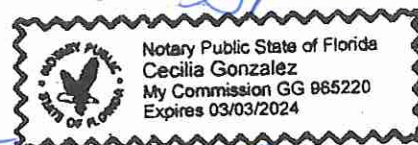
120 Broadway

Kissimmee, FL 34741
Address of Affiant

State of Florida
County of Osceola

Sworn to (or affirmed) and subscribed before me this 20th day of September 2021, by

[Signature]
(Signature of Notary Public-State of Florida)



Cecilia Gonzalez
(Print, Type, or Stamp commissioned name of notary public) ☒ personally known or
_____ produced identification. Type of identification produced _____

Schedule B - Experience:

**Project: Concession Services Food Services
Operation Lakefront Park
Bid No: RFP2021-009**

**By: Jorge Espinosa, Owner
Kissimmee Diner dba
Matadors Tacos & Tapas
120 Broadway, Ste.101-103
Kissimmee, Fl. 34741**

Experience: Currently I am a downtown business owner. I own two restaurants that share one kitchen.

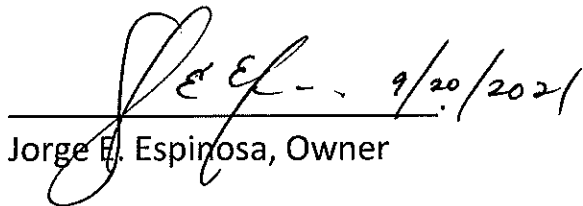
Four years ago, we lost an anchor tenant in the building we currently own and operate our restaurants from. Quickly I had to learn about the industry. We have taken much pride in developing a brand and enhancing our local downtown scene. The following is a list of events as they've occurred in our journey.

- September 07, 2017, Kissimmee Diner opened its doors
- February 22, 2018, Matador Tacos and Tapas became the DBA with an entirely different concept to the Kissimmee Diner
- Beer and Wine was added to the diner services as of 03/2018
- Full Liquor License was added to the Matador dining side as of 07/2019
- Live entertainment, Diner and Show became "a thing" and an upscale feeling was created. It has certainly changed the scenery and the vibe of our Historic Downtown Kissimmee for the last four years.
- Our Fusion of Spain and Mexico certainly created a buzz around town, and we proudly serve over 2,000 tickets monthly.
- Some of our patrons are locals, some are tourist and about 40% come from our neighboring counties.

- We have survived a very unexpected pandemic and we look forward to the development of more downtown activities as we demonstrate how resilient our downtown merchants can be.
- Adding our Trolley to the many “things to do” in Historic DTK is also part of the experience we offer our patrons.

Please note three REFERENCES we currently contract for different services:

- 1) Ralph Santiago - Sysco Food Distributors (773)816-1602
- 2) Wanda Roman-WR Embroidery –Uniform resource (407)764-0579
- 3) Susana Sanchez – Devoted Events (732) 900-3931


Jorge E. Espinosa, Owner

Search all services we offer... [Vehicle Registration](#)[Property Tax](#)[Business Tax](#)[Tourist Tax](#)[Search](#) > Account Summary

Business Tax Account #165081

Kissimmee Diner Inc.

 [Print this page](#)**Current owner:**

Jorge E. Espinosa - P

Current business address:120 Broadway #103
Kissimmee, FL 34741 [More Details](#)

Amount due

Your account is **paid in full**. There is nothing due at this time.Your last payment was made on **07/03/2020** for **\$30.00**.

Account history

RECEIPTS AND OCCUPATIONS	AMOUNT DUE	STATUS	ACTION
<u>2021 Receipt #175818</u>	\$0.00	Paid \$30.00	07/03/2020 Receipt #012015
<u>2020 Receipt #175818</u>	\$0.00	Paid \$30.00	09/23/2019 Receipt #025153
<u>2019 Receipt #175818</u>	\$0.00	Paid \$30.00	08/31/2018 Receipt #015962
<u>2018 Receipt #175818</u>	\$0.00	Paid \$30.00	10/02/2017 Receipt #2900778
Total Amount Due	\$0.00		

BTR
history:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jack Fields Agency 10 E Monument Ave Kissimmee, FL 34741 License #: A083702	CONTACT NAME: Zaira Torres Sola PHONE (A/C, No, Ext): (407)870-5534 FAX (A/C, No): (407)870-9491 E-MAIL ADDRESS: zaira@jackfieldsagency.com INSURER(S) AFFORDING COVERAGE INSURER A: Blackboard Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Kissimmee Diner Inc DBA Matador Tacos and Tapas Bar 120 Broadway Ste 103 Kissimmee, FL 34741	NAIC #

COVERAGES **CERTIFICATE NUMBER:** 00002544-17342 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BRAJA09367HIBP-07695-02	11/10/2020	11/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance
 Please email certificate holder information and requirements to:
 zaira@jackfieldsagency.com

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John A Fields

(ZTS)

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11/16/2020

Kissimmee Diner Inc.
120 Broadway Ste 103
Kissimmee, FL 34741-5703

Dear Insured,

Markel recently issued your worker's compensation policy MWC0119229-04 with an effective date of 11/10/2020. You have elected to receive your policy electronically; however, Florida state rules legislate that a hard copy of the required work comp posting(s) be sent as well. Enclosed you will find one claims kit for your recorders and a "Broken Arm" poster in English and Spanish for each of your location(s).

Please contact customer service at 1-888-500-3344 if you have any questions or require additional copies.

Thank you for your business,

Markel

Markel

P.O. Box 3188, Omaha, NE 68103-3188
Toll free (888) 500-3344 Claims fax (877) 444-6806
Cranston, RI Henderson, NV Ontario, CA Tampa, FL
www.markelinsurance.com

*workman's
comp policy #*



License Menu

Select the function you wish to perform.
 Press "Back" to return to the main menu.

Functions

- [Address Change](#)
- [Business Name Change Request](#)
- [Remove This License From My Account](#)

License Issued To:	KESSIMMEE DINER INC
DBA Name:	MATADOR TACOS AND TAPAS BAR
License Status:	Current, Active
Originally Licensed On:	03/27/2018 (mm/dd/yyyy)
Expires On:	09/30/2022 (mm/dd/yyyy)
Modifiers:	Dual Beverage and Tobacco License
	03/26/2018 (mm/dd/yyyy)
	Over the Counter
	03/26/2018 (mm/dd/yyyy)
	SFS (Special Food Service-Restaurant)
	07/30/2019 (mm/dd/yyyy)

*full liquor
07/30/2019*

[Back](#)



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Fictitious Name Search

No Filing History

Fictitious Name Detail

Fictitious Name

MATADOR TACOS AND TAPAS BAR

Filing Information

Registration Number G18000026228
Status ACTIVE
Filed Date 02/22/2018
Expiration Date 12/31/2023
Current Owners 1
County OSCEOLA
Total Pages 1
Events Filed NONE
FEI/EIN Number 82-2705582

Mailing Address

120 BROADWAY
SUITE 103
KISSIMMEE, FL 34741

Owner Information

KISSIMMEE DINER
120 BROADWAY
KISSIMMEE, FL 34741
FEI/EIN Number: 82-2705582
Document Number: P17000074426

Document Images

[02/22/2018 -- Fictitious Name Filing](#)

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Fictitious Name Search

No Filing History



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

Detail by Entity Name

Florida Profit Corporation
KISSIMMEE DINER INC.

Filing Information

Document Number P17000074426
FEI/EIN Number 82-2705582
Date Filed 09/07/2017
Effective Date 09/06/2017

State FL
Status ACTIVE

Principal Address

120 BROADWAY
103
KISSIMMEE, FL 34741

Mailing Address

120 BROADWAY
201
KISSIMMEE, FL 34741

Changed: 01/25/2021

Registered Agent Name & Address

ESPINOSA, EVA J
120 BROADWAY
201
KISSIMMEE, FL 34741

Officer/Director Detail

Name & Address

Title P

ESPINOSA, JORGE E
120 BROADWAY #201
KISSIMMEE, FL 34741

Title VP

ESPINOSA, EVA J

120 BROADWAY #201
KISSIMMEE, FL 34741

Annual Reports

Report Year	Filed Date
2019	03/12/2019
2020	03/05/2020
2021	01/25/2021

Document Images

01/25/2021 -- ANNUAL REPORT	View image in PDF format
03/05/2020 -- ANNUAL REPORT	View image in PDF format
03/12/2019 -- ANNUAL REPORT	View image in PDF format
01/23/2018 -- ANNUAL REPORT	View image in PDF format
09/07/2017 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations



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

Detail by Entity Name

Florida Profit Corporation
KISSIMMEE DINER INC.

Filing Information

Document Number P17000074426
FEI/EIN Number 82-2705582
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KISSIMMEE, FL 34741

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KISSIMMEE, FL 34741

Changed: 01/25/2021

Registered Agent Name & Address

ESPINOSA, EVA J
120 BROADWAY
201
KISSIMMEE, FL 34741

Officer/Director Detail

Name & Address

Title P

ESPINOSA, JORGE E
120 BROADWAY #201
KISSIMMEE, FL 34741

Title VP

ESPINOSA, EVA J
120 BROADWAY #201
KISSIMMEE, FL 34741

Annual Reports

Report Year	Filed Date
2019	03/12/2019
2020	03/05/2020
2021	01/25/2021

Document Images

<u>01/25/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/05/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/12/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/07/2017 -- Domestic Profit</u>	View image in PDF format

**Electronic Articles of Incorporation
For**

**P17000074426
FILED
September 07, 2017
Sec. Of State
cmwood**

KISSIMMEE DINER INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

KISSIMMEE DINER INC.

Article II

The principal place of business address:

120 BROADWAY
103
KISSIMMEE, FL. 34741

The mailing address of the corporation is:

120 BROADWAY
201-202
KISSIMMEE, FL. 34741

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

EVA J ESPINOSA
120 BROADWAY
201
KISSIMMEE, FL. 34741

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: EVA J ESPINOSA

P17000074426
FILED
September 07, 2017
Sec. Of State
cmwood

Article VI

The name and address of the incorporator is:

JORGE E. ESPINOSA
120 BROADWAY
201
KISSIMMEE, FL. 34741

Electronic Signature of Incorporator: JORGE E. ESPINOSA

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
JORGE E ESPINOSA
120 BROADWAY #201
KISSIMMEE, FL. 34741

Title: VP
EVA J ESPINOSA
120 BROADWAY #201
KISSIMMEE, FL. 34741

Article VIII

The effective date for this corporation shall be:

09/06/2017



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No Filing History

[Submit](#)

Fictitious Name Detail

Fictitious Name

MATADOR TACOS AND TAPAS BAR ✓

Filing Information

Registration Number G18000026228
Status ACTIVE
Filed Date 02/22/2018
Expiration Date 12/31/2023
Current Owners 1
County OSCEOLA
Total Pages 1
Events Filed NONE
FEI/EIN Number 82-2705582

Mailing Address

120 BROADWAY
SUITE 103
KISSIMMEE, FL 34741

Owner Information ✓

KISSIMMEE DINER
120 BROADWAY
KISSIMMEE, FL 34741
FEI/EIN Number: 82-2705582
Document Number: P17000074426

Document Images

[02/22/2018 -- Fictitious Name Filing](#)

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No Filing History

[Submit](#)

Schedule C - Financial Capacity:

**Project: Concession Services Food Services
Operation Lakefront Park
Bid No: RFP2021-009**

**By: Jorge Espinosa, Owner
Kissimmee Diner dba
Matadors Tacos & Tapas
120 Broadway, Ste.101-103
Kissimmee, Fl. 34741**

Financial Capacity:

2017: opened and operated - Oct. 2017

2018: \$283,875 gross sales (no liquor license)

2019: \$453,753 gross sales (with liquor license)

2020: \$348,088 (Covid year – closed 4.5 months) gross sales

Please note our sales have progressively increased. Due to COVID 19, we had a drop of sales, nevertheless, we have survived and we are making great strides to stay on the journey to success in the restaurant business. I have attached copy of gross sales, Taxes will be provided upon request of same, if needed.

2021: BACK ON TRACK YTD: gross sales approximately: \$640,000

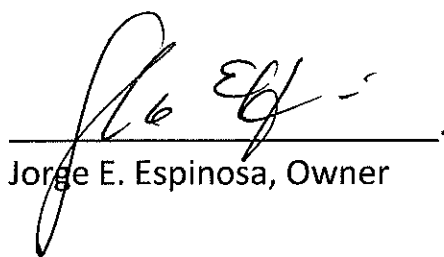
Anticipated sales:

2021: Approximately \$800,000 in gross sales

2022: Estimated sales of \$1,000,000.00

Savings and reserves for the next 24 months are approximately:
\$200,000.00

- Credit scores: Myself, I currently have a 750 credit score, my wife and business partner is currently at 765 credit score.
- We have several businesses in downtown Kissimmee and one of them specifically is Florida Mortgage Professionals. The reason I mention this is because we know and clearly understand the value of good credit. Back in 2008 my wife became ill and was diagnosed with Stage 1 Uterine Cancer. We exhausted all the medical insurance and were left with over 800K in surgery and hospital bills. August 2008, we filed bankruptcy as we entered a recession that was unprecedented. My wife had 8 surgeries which ultimately got her to complete health. It has been 12 years now she is cancer free, and we are grateful for second chances. We saved our commercial properties as we reorganized our finances, and our properties were not affected by such. We have since rebuilt our wealth and her health which ultimately is the best blessing of all. Medical records can be provided of the different surgeries and diagnosis upon request.



Jorge E. Espinosa, Owner

Form **1120S****U.S. Income Tax Return for an S Corporation**

OMB No. 1545-0123

2018Department of the Treasury
Internal Revenue Service▶ Do not file this form unless the corporation has filed or is
attaching Form 2553 to elect to be an S corporation.▶ Go to www.irs.gov/Form1120S for instructions and the latest information.

For calendar year 2018 or tax year beginning

, 2018, ending

, 20

A S election effective date	TYPE OR PRINT	Name KISSIMMEE DINER INC	D Employer identification number 82-2705582
B Business activity code number (see instructions) 722511		Number, street, and room or suite no. If a P.O. box, see instructions. 120 BROADWAY AVE	E Date incorporated 09-01-2017
C Check if Sch. M-3 attached ☐		City or town, state or province, country, and ZIP or foreign postal code Kissimmee FL 34741	F Total assets (see instructions) \$ 16,447
G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed			
H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation			
I Enter the number of shareholders who were shareholders during any part of the tax year 1			
Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.			
1a Gross receipts or sales		1a	283,875
b Returns and allowances		1b	

Form **1120-S****U.S. Income Tax Return for an S Corporation**

OMB No. 1545-0123

2019Department of the Treasury
Internal Revenue Service▶ Do not file this form unless the corporation has filed or
is attaching Form 2553 to elect to be an S corporation.▶ Go to www.irs.gov/Form1120S for instructions and the latest information.

For calendar year 2019 or tax year beginning

, 2019, ending

, 20

A S election effective date	TYPE OR PRINT	Name KISSIMMEE DINER INC	D Employer identification number 82-2705582
B Business activity code number (see instructions) 722511		Number, street, and room or suite no. If a P.O. box, see instructions. 120 BROADWAY AVE	E Date incorporated 09-01-2017
C Check if Sch. M-3 attached ☐		City or town, state or province, country, and ZIP or foreign postal code Kissimmee FL 34741	F Total assets (see instructions) \$ 89,831
G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed			
H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation			
I Enter the number of shareholders who were shareholders during any part of the tax year 1			
J Check if corporation: (1) ☐ Aggregated activities for section 465 at-risk purposes (2) ☐ Grouped activities for section 469 passive activity purposes			
Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.			
1a Gross receipts or sales		1a	453,753
b Returns and allowances		1b	

Form **1120-S****U.S. Income Tax Return for an S Corporation**

OMB No. 1545-0123

2020Department of the Treasury
Internal Revenue Service▶ Do not file this form unless the corporation has filed or
is attaching Form 2553 to elect to be an S corporation.▶ Go to www.irs.gov/Form1120S for instructions and the latest information.

For calendar year 2020 or tax year beginning

, 2020, ending

, 20

A S election effective date	TYPE OR PRINT	Name KISSIMMEE DINER INC	D Employer identification number 82-2705582
B Business activity code number (see instructions) 722511		Number, street, and room or suite no. If a P.O. box, see instructions. 120 BROADWAY AVE	E Date incorporated 09-01-2017
C Check if Sch. M-3 attached ☐		City or town, state or province, country, and ZIP or foreign postal code Kissimmee FL 34741	F Total assets (see instructions) \$ 225,282
G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed			
H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation			
I Enter the number of shareholders who were shareholders during any part of the tax year 1			
J Check if corporation: (1) ☐ Aggregated activities for section 465 at-risk purposes (2) ☐ Grouped activities for section 469 passive activity purposes			
Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.			
1a Gross receipts or sales		1a	348,088
b Returns and allowances		1b	

COVID year

Schedule D - Business Plan:

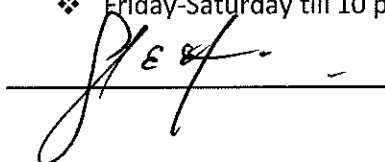
Project: Concession Services Food Services
Operation Lakefront Park
Bid No: RFP2021-009

By: Jorge Espinosa, Owner
Kissimmee Diner dba
Matadors Tacos & Tapas
120 Broadway, Ste.101-103
Kissimmee, Fl. 34741

Business Plan:

- a. My vision for a successful concession service/Marina area are serving quality food, extended hours, evening entertainment with live music. Creating a family friendly environment for the kids to also have a specialty area and an ice cream station for kids young and old.
- b. Also, creating a more appealing look and feel with updated outdoor furniture as well as inside seating that will create a water/lake vibe.
- c. Decorate with a more modern yet family warm ocean feel. Create game nights for the family and provide a selection of seafood that will be easy to cook at a family affordable price.
- d. Management policies will be dittoed from our restaurant setting where employees are incentivized based on quality over sales. Quality service and friendly and polite service is a must. It's about branding our business and creating an experience for the guests.
- e. I anticipate utilizing our social media contractors to enhance foot traffic as well as creating awareness the first 6 months of aggressive and diversified social media outlets.
- f. Entertainment is a must to attract the different groups.
- g. A variety of food selections at affordable prices (see some options on attached menus)
- h. Additionally, we also own the Matador Trolley that we are planning on using for marketing as well as branding. We will cross sell different services and experience amongst the different restaurants in our downtown. Cross pollination is necessary for the success of our city.
- i. Live bait and tackle as per the requirements stipulated by the city requirements.
- j. POS systems that are compatible in today's environment
- k. Hours of operation: In addition to the stipulated time frame required by the city – I would propose to add the following hours of operation:
Wednesday thru Saturday the Marina will host dinner hours as follows:

- ❖ Wed-Thursday till 8 pm
- ❖ Friday-Saturday till 10 pm

 _____ .Jorge E. Espinosa, Owner 09-20-21



KissimmeeDiner

YOUR ORIGINAL HOMESTYLE KITCHEN

BREAKFAST PLATTERS

Kissimmee Breakfast 9.99

(2) Eggs, Meat Potato, Toast

Choice of Meat: Ham Steak – Pork Chop – Corn Beef Hash

Big Kissimmee Platter 12.99

(3) Eggs, (2) Pancakes, (2) Bacon Strips, (2) Sausage Patties

Western Platter 8.99

(2) Eggs, (1) Pancake, (1) Bacon Strip OR (1) Sausage Patty

DTK Breakfast 8.99

(2) Eggs, (2) Bacon Strips, (2) Toast or Potato

Kowboy Breakfast 7.99

(2) Eggs, Potato, Toast

Breakfast Tacos 10.99

3) Corn tortillas – Ham | Sausage | Bacon and Cheese
Meat lovers available (+\$1.59)

Breakfast Sandwich 6.99

Ham | Steak | Bacon, Egg, Cheese **Double Meat
(+\$1.00)

Substitutes: Potato for Grits | Toast for Tomato | Pancakes for French Toast (+\$1.00)

QUICK BREAKFAST

(2) Pancakes 4.99

Croissant 2.99

Belgian Waffle 5.99

French Toast 5.99

Toast (2 Slices) 1.99

BISCUITS AND GRAVY

½ Order of Biscuits and Gravy 4.99

Ful Order of Biscuits and Gravy 5.99

½ Order with Potato 5.99

½ Order with (2) Eggs 6.99

SIDES

Hash Browns 2.99

Home Fries 2.99

Bacon Strips 3.99

Corn Beef Hash 3.99

English Muffin 3.69

Bowl of Grits 5.99

Cup of Grits 2.99

Sausage Patties 3.99

OMELETTES

Cheese 8.99

Ham and Cheese 9.99

Bacon and Cheese 9.99

Sausage and Cheese 9.99

Western Omelette 10.99

Veggie Omelette 10.99

Meat Lovers 11.99

All omlettes are made with 3 eggs.
Served with Home Fries or Hash Browns

DRINKS

Coke Products and Coffee (2) free refills

Hot Tea 2.59

Hot Coffee 2.59

Specialty Coffee 3.39

Whole Milk 3.29

Hot Chocolate 3.49

Lemonade 2.79

Coke Cans 1.00

Coke Products 2.79

Orange Juice 3.59

Apple Juice 3.59

Iced Coffee 3.69

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness. Customers need to be aware of the risks involved in consuming raw and undercooked

****Automatic 18.5% service charge will be added on a table of 6 or more people****



LUNCH PLATTERS

Add French Fries, Sweet Potato Fries or Onion Rings (+\$1.50)

Kissimmee Cheesesteak 13.99

Peppers, Mushrooms, Onions | with French Fries

Build a Burger 10.99

Kowboy Burger 12.99

Onion ring with coleslaw, BBQ sauce, cheddar cheese, bacon, lettuce, tomato, onion

Patty Melt 12.99

Open Face Roast Beef 12.99

Served with a salad or coleslaw & one additional side

Kissimmee Chicken Club 11.99

Fried Chicken, bacon, lettuce, tomato

BLT Sandwich 8.99

Grilled Cheese 7.99

Turkey or Ham Club 9.99

Tuna Melt 7.99

Kissimmee 4oz Burger 8.99

Chicken Salad Sandwich 7.99

Tuna Salad Sandwich 7.99

Egg Salad Sandwich 7.99

Chicken Tenders 8.99

Cheese Quesadilla 10.99

SIDES

French Fries 2.89

Onion Rings 2.99

Mozzarella Sticks (5) 5.79

Sweet Potato Fries 3.99

Breaded Mushrooms 4.99

Wings (5) 7.99

Calamari 12.99

Sour Cream 0.99

Salsa 1.29

Melted Cheese 1.29

SOUPS

Chicken Noodle Cup 2.99 Bowl 5.99

Cabbage Soup Cup 2.99 Bowl 5.99

Chili Cup 3.99 Bowl 6.99

SALADS

Egg Salad 7.99

Side Salad 3.99

Chef Salad 9.99

Tuna Salad 9.99

House Salad 7.99

Grilled Chicken Salad 9.99

Buffalo Chicken Salad 9.99

DESSERTS

Fried Cheesecake is house favorite... all the locals love it!

Ask about our delicious flavors and enjoy a scoop... or three!

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness. Customers need to be aware of the risks involved in consuming raw and undercooked

*Automatic 18.5% service charge will be added on a table of 6 or more people**

LET'S BE SOCIAL!



@KISSIMMEE DINER

Nachos LOCOS \$10.99

Chicken-sour cream-guacamole – Cheese – Jalapeno- Pico De Gallo(onions/tomatoes/pepper)

We mean LOADED!!

Chicken Empanadas w/ chips \$8.99

W/Pico de Gallo

Fried Pork-French Fries-Fried Chicken Platter \$12.99

With a side of Aioli Sauce

Charcutier Dish – \$7.99 (Tapas Style)(single serve)

Manchego Cheese-Chorizo-Olives-Gershkin Pickles – Bread Points

Quesadillas - \$8.99

Add chicken \$1.50

STREET TACOS (2 – Chicken) \$6.99 W/chips

Designed to please!!

BE A GYPSY TONIGHT MENU

Parties of six or more will be assessed an 18.5% service fee.

Entrees

Ceviche

14.99

Seafood (cooked shrimp, octopus, calamari, fish mix) cured in lemon juice & pico de gallo

MEXICO

Mexican Style Chicken

13.99

Butterfly chicken breast topped with cheese, pico de gallo and a side of your choice

MEXICO

Tacos Matador Plus

13.99

(3) Tacos – Chicken, Steak and Chorizo with a side of Mexican rice and Spring mix

MEXICO

Carne Frita con Tostones

13.99

Served with tostones

(add rice +2.50)

ISLAND FOOD

Chicken Breast Salad

13.99

Served with a side of your choosing

USA

Kabob

13.99

Sautéed Shrimp or Beef over toast points

Topped with pico de gallo and balsamic vinegar

SPAIN

Entrees – Big Platters

Paella – Our signature

Marinera (Seafood) 25.99

Terrera (3 meats) 23.99

Vegetarian 20.99

SPAIN

Carne Asada al Matador

17.99

Skirt Steak over a bed of Papas Bravas / French

Fries/Tostones or Mexican Rice (*your choice*)

MEXICO

Desserts

Bread pudding with Ice Cream

5.79

Fried Cheesecake with Ice Cream

7.99

Lemon Torte

5.79

Flan

5.99

Sides

Rice and Beans

4.39

Onion Rings

3.99

French Fries

3.99

Pico de Gallo

1.99

Side Salad

3.99

Queso

1.99

Tostones (3)

3.99

Drinks and Gourmet Coffee

San Pellegrino House Margarita

Orange Juice House Sangria

Apple Juice Bottle Beer

Lemonade Draft Beer

Diet Coke Sprite

Iced Coffee Cortadito

Cappuccino Espresso

Mokaccino Latte



Schedule E - Furniture Fixture and Equipment

Project: Concession Services Food Services

Operation Lakefront Park

Bid No: RFP2021-009

By: Jorge Espinosa, Owner

Kissimmee Diner dba

Matadors Tacos & Tapas

120 Broadway, Ste.101-103

Kissimmee, Fl. 34741

Furniture, Fixture and Equipment:

- a. Updating the possibly dated furniture.
- b. Updating the retail section of the internal space, adding more seating inside and displaying more "souvenir style" merchandise.
- c. Updating kitchen equipment upon inspection and use of same.
- d. Adding display refrigeration to align with the theme that will be displayed ie. Lake, water friendly, family friendly appearance.
- e. See attached picture of hanging commercial grade lights to enrich the ambience.
- f. Work on eliminating the evening presence of homeless neighbors sleeping at the Marina. Install an updated camera/security system for safety and evening crowd control.
- g. Installing speaker system to allow an ambience or feeling of "historic district vacation mode". Tourist friendly.
- h. Not adding anything that will delay the proposed date of the grand re-opening of 11/01/2021. The only area of improvement would be a fresh coat of paint, plants in planters and new furniture in addition to what is already there.
- i. Theme: Lake Porch vibe.

 Jorge E. Espinosa, Owner 9/20/21

**Project: Concession Services Food
Services Operation Lakefront Park
Bid No: RFP2021-009**

Outdoor string lighting where
adequately displayed.



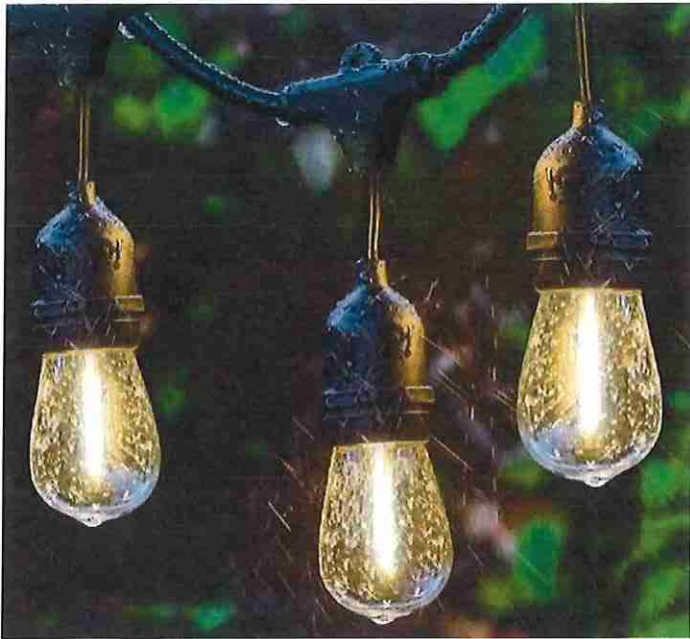
Outdoor string lighting
added to this area



Similar tables as picture three on this page added to the complete surroundings of the Marina

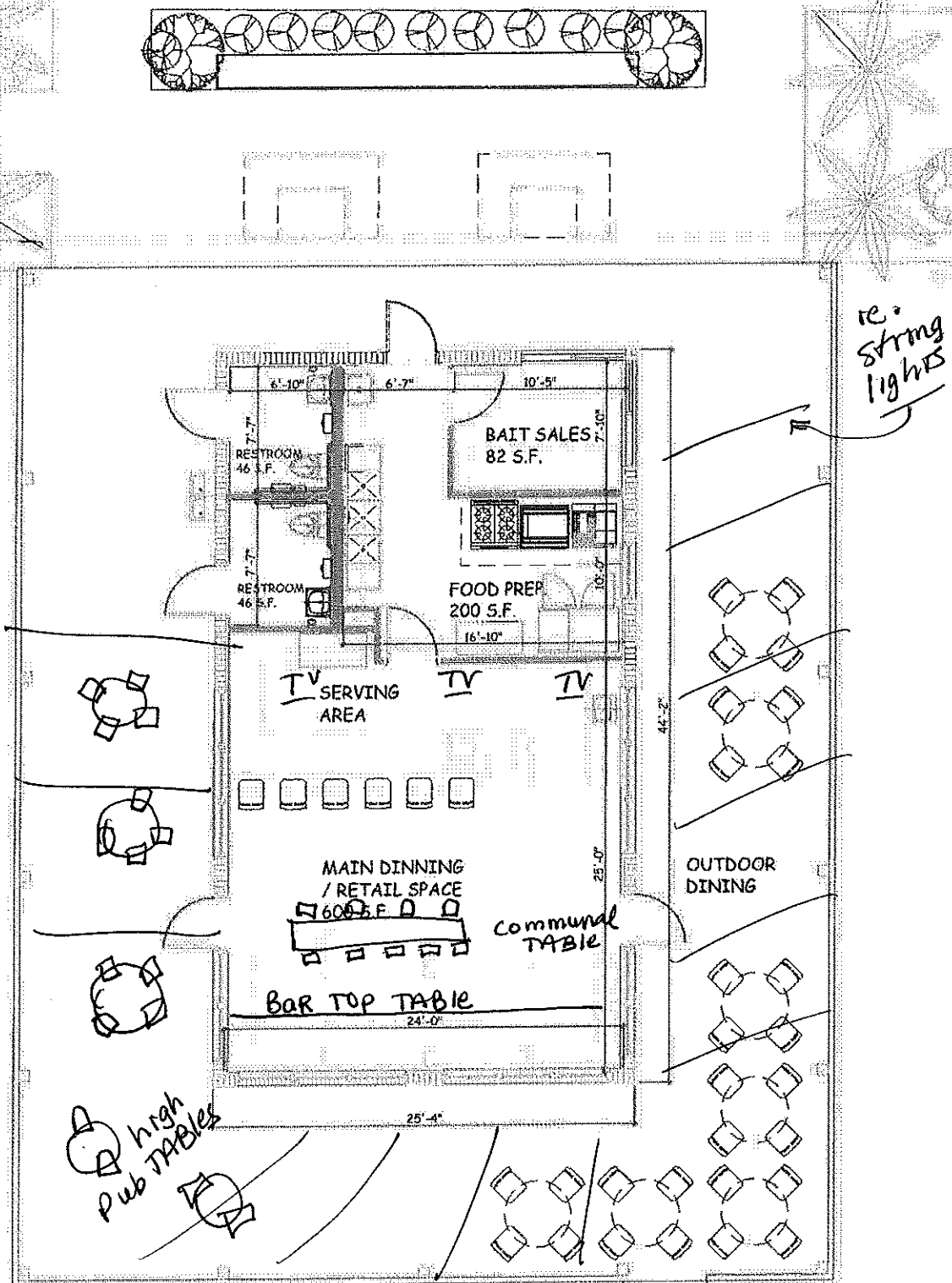


TORCHSTAR 50ft Commercial String Lights for Party, Restaurant, Garden, Patio, 24 Sockets, 25 LED Bulbs Included



Also, Add Ice Cream sales to the Menu and the restaurant side.

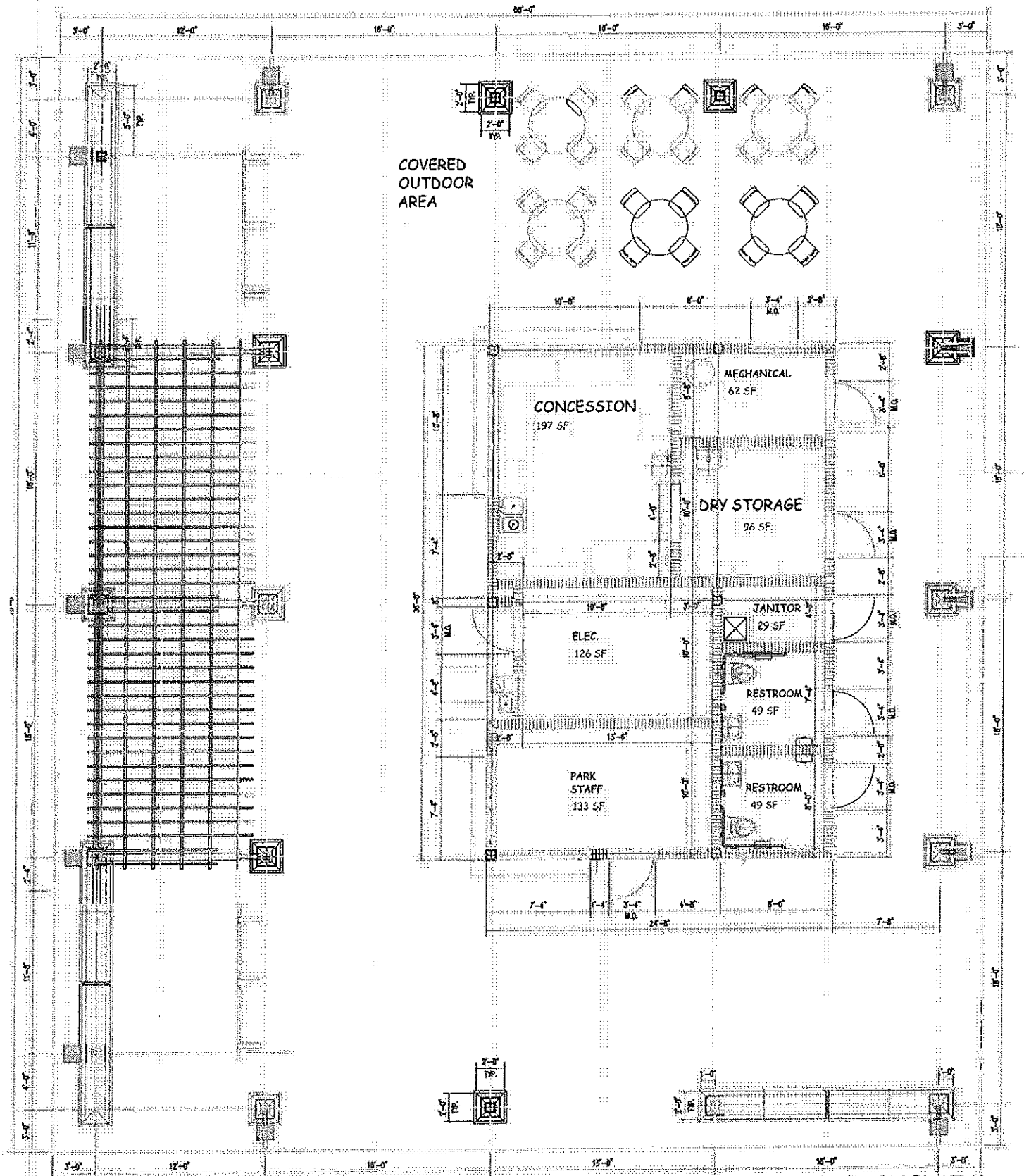
EXHIBIT A-1



BIG TOHO MARINA

69 LAKEVIEW DR.,
KISSIMMEE, FL 34741

EXHIBIT A-2



EAGLE PAVILION (RUBY PLAZA)

201 LAKE VIEW DRIVE,
KISSIMMEE, FL 34741

Schedule F - Schedule / Transition Plan

Project: Concession Services Food Services
Operation Lakefront Park
Bid No: RFP2021-009

By: Jorge Espinosa, Owner
Kissimmee Diner dba
Matadors Tacos & Tapas
120 Broadway, Ste.101-103
Kissimmee, Fl. 34741

Schedule / Transition Plan

October 1-8 (first week - assess, clean and start painting right away)
October 9-16 (second week – decorate and install POS and security system) Trouble shoot IT and POS
October 17-23 (Third week – stock and set kitchen area)
October 24-31 (Fourth and final week – cook and troubleshoot food area as well as restock Bait and Tackle as set up systems for retail sales)
November 1, 2021 GRAND OPENING MONDAY

First 60 days – Owner Jorge E. Espinosa will be running the Marina with the assistance of his wife and marketing team to push the promotions of the “new marina”

 _____ Jorge E. Espinosa, Owner 9/20/2021

Schedule G - Compensation to City

Project: Concession Services Food Services
Operation Lakefront Park
Bid No: RFP2021-009

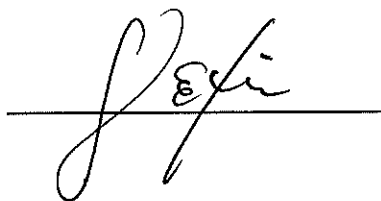
By: Jorge Espinosa, Owner
Kissimmee Diner dba
Matadors Tacos & Tapas
120 Broadway, Ste.101-103
Kissimmee, Fl. 34741

Compensation to city of Kissimmee

The proposed compensation (License Fee) to be paid to the city for the privilege of using the premises, including the methodology for ~ 14 ~ determining such. The minimum proposed compensation for Ruby Plaza shall be \$1,250 month exclusive of tax with utilities to be paid by the City and Big Toho Marina shall be \$1,750 month exclusive of tax with utilities to be paid by the Licensee.

I propose the amount suggested by the RFP referenced herein.

I would like the opportunity to bid on both the Ruby Plaza as well as the Marina. In the event only one of the two is allowed due to other bidders, I will opt to stay in negotiations about the Big Toho Marina. If given the opportunity to bid on both, I am hereby confirming, I would bid on both.

 _____ Jorge E. Espinosa, Owner 09/20/2021

Schedule H - Exceptions to the city's terms and Conditions

Project: Concession Services Food Services

Operation Lakefront Park

Bid No: RFP2021-009

By: Jorge Espinosa, Owner

Kissimmee Diner dba

Matadors Tacos & Tapas

120 Broadway, Ste.101-103

Kissimmee, Fl. 34741

Exceptions to the city's terms and Conditions:

None – not applicable

 _____ Jorge E. Espinosa, Owner 9/20/21



September 7, 2021

Addendum No. 1

Project: Concession Services, Food Service Operation Kissimmee Lakefront Park
Bid No: RFP2021-009

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Vendor Link

Due to COVID-19 interested parties are requested to respond to this Request for Proposal by Electronic submittals. Email or other means will not be accepted. Vendor Link help can be accessed by emailing, support@evendorlink.com, and Demandstar help can be accessed by emailing, support@demandstar.com.

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DemandStar:

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Mandatory Pre-bid Meeting Update

The scheduled Mandatory Pre-bid Meeting located at the Kissimmee City Hall on September 9, 2021 at 10:00am has been moved to a teleconference platform.

You are invited to a Zoom meeting.

When: Sep 9, 2021 10:00 AM Eastern Time (US and Canada)

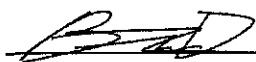
Register in advance for this meeting:

<https://us02web.zoom.us/join/tZElduCqrDgsHdc6tzAunTTIZM5meD89IPwp>

After registering, you will receive a confirmation email containing information about joining the meeting.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFP. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFP remain unchanged.



Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

COMPANY NAME Kissimmee Diner DBA MATADORS Tacos & TAPAS

COMPANY ADDRESS 120 Broadway, Kissimmee, FL. 34741

BY: [Signature]
(signature)

DATE: 09-20-2021

Jorge E. Espinosa
(typed name/title of signer)

EMAIL: info @ kissimmee diner. com

[Signature]
(Signature)



September 13, 2021

Addendum No. 2

Project: Concession Services Food Services Operation Lakefront Park
Bid No: RFP2021-009

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: Establishments: What other date can be schedule to go and see the establishment, since today's meeting at the establishments was last minute and not good for me?

Answer: Contact Steve Callahan the Lakefront Foreman at steve.callahan@kissimmee.gov He can make arrangements to meet on site. He will answer "No" questions. This will be a site visit only. Question deadline was September 10, 2021 at 4PM.

Question: Evaluation Criteria:
a. Experience: Provide Managing Staff resumes/background service expertise, etc. Isn't it too early to have this?

Answer: No. Some bidders will know their intended staff. This could be the owner operator if other staff is unknown.

b. Schedule: Does this means that we have from 10/01/2021 to draw our schedule if repairs or improvements are needed so we can open on 11/1/2021?

Answer: The City desire is to open 11/1/2021
Applicant to provide their plan and schedule to be fully operational.

Question: Regarding food services required at Toho Marina;
It does not state the food has to be cooked in-house. Could we provide these services using a third party ie; a local restaurant or food service provider?

Answer: Third party is allowed as long as all licenses and heath department requirements are met and food service is timely.

Question: Does the Marina itself include any common area, that we could conduct related business? If so, what would be considered a common area? If not, what are the options for holding events? ie; Kids fishing events? Area to hold local fishing tournament from shore? The grass areas, for corporate events?

Answer: all of the suggested items may be coordinated through the Parks and Recreation Department special event process.

Question: Bait sales; Can this be expanded? Extra tanks added? Inside or outside?

Answer: Big Toho Marina only.. Live bait must be available for sale to local fisherman per State requirements. Note the bait sales area on the floor plan. There is both an indoor and outdoor live bait tank and pump that come with the building "As Is". Repair and/ or replacement at the expense of Licensee.

Question: 2.10 Proof of valid Business Tax Receipt, if a business has not started yet, pending this award, can the City of Kissimmee make allowances for that?

Answer: Detail that circumstance in your proposal, when awarded you will be given 5 days to supply Business Tax Receipt.

Question: Toho Marina Service, please describe dinner service hours.

Answer: The dinner hours will be extended hours after 5PM, 3 out of the 7 days opened for dinner hours.

Question: Is it mandatory to add background checks on all employees for bidding? I mean, with only 2 weeks is not enough time to find the adequate staff and submit all these before the 21st. Which means this is more for well-established businesses that are already staffed.

Answer: Background checks are not required in the bid submittal. The successful bidder must be in compliance in order to execute the license agreement.

A. ACKNOWLEDGMENT OF ADDENDA:

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2. All other terms and conditions of the RFP remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 (IF APPLICABLE)(Signature) [Signature]

COMPANY NAME

COMPANY ADDRESS. Kissimmee Diner DBA MATADORS Tacos & Tapes
120 Broadway, Kissimmee, FL 34741BY: [Signature]DATE: 09/20/2021

(signature)

Jorge E. Espinosa, owner
(typed name/title of signer)EMAIL: info@KissimmeeDiner.com

Project: Concession Services Food Services Operation Lakefront Park Bid No: RFP2021-009

As per Addendum No. 2 please note the following comments:

- **Question was presented about the city requiring the Marina to be opened on 11/01/2021:**

Comment: The City desire to open on 11/1/2021 can be achieved without any plan changes. The objective to open on said date can be achieved with minor cosmetic work, ie. Paint and decoration and simple decoration enhancements.

- **Question was presented about food service being provided by using a third party. ie. Local restaurant.**

Comment: The current proposal is being submitted offering a full menu provided by Kissimmee Diner DBA Matadors Tacos and Tapas Restaurant in addition to onsite sandwiches, burgers, seafood specialties and a variety of breakfast selections. In addition, there will be an onsite ice cream section.

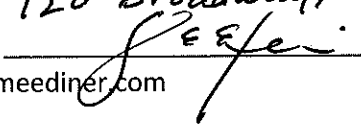
- **Question regarding BTR.**

Licensee currently holds a BTR for Kissimmee Diner dba Matador Tacos and Tapas. Said restaurant will be expanding its services to the Marina. BTR for this location will be provided within the allotted timeframe.

- **Question: Dinner Service hours:**

Wednesday thru Saturday the Marina will host dinner hours as follows:

- ❖ Wed-Thursday till 8 pm
- ❖ Friday-Saturday till 10 pm

- **Company Name:** Kissimmee Diner dba Matador Tacos & Tapas
- **Company Address:** 120 Broadway, Kiss. Fl. 34741
- **By:** Jorge Espinosa , owner **DATED:** 09/21/2021
- **Email:** info@kissimmeediner.com



September 7, 2021

Addendum No. 1

**Project: Concession Services, Food Service Operation Kissimmee Lakefront Park
Bid No: RFP2021-009**

TO ALL PROPOSERS:

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When: Sep 9, 2021 10:00 AM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/zoom/register/tZElduCqrDqsHdc6tzAunTTIZM5meD89IPwp>

After registering, you will receive a confirmation email containing information about joining the meeting.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFP. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFP remain unchanged.



Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

(Signature)

COMPANY NAME

Limbhelados

COMPANY ADDRESS

107 Broadway, Kissimmee, FL 34741

BY:

Juanita Cleary

DATE:

9/17/21

(signature)

Jannette Alvarez

EMAIL:

Limbheladoskissimmee@gmail.com

(typed name/title of signer)



September 13, 2021

Addendum No. 2

Project: Concession Services Food Services Operation Lakefront Park
Bid No: RFP2021-009

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: Establishments: What other date can be schedule to go and see the establishment, since today's meeting at the establishments was last minute and not good for me?

Answer: Contact Steve Callahan the Lakefront Foreman at steve.callahan@kissimmee.gov He can make arrangements to meet on site. He will answer "No" questions. This will be a site visit only. Question deadline was September 10, 2021 at 4PM.

Question: Evaluation Criteria:
a. Experience: Provide Managing Staff resumes/background service expertise, etc. Isn't it too early to have this?

Answer: No. Some bidders will know their intended staff. This could be the owner operator if other staff is unknown.

b. Schedule: Does this means that we have from 10/01/2021 to draw our schedule if repairs or improvements are needed so we can open on 11/1/2021?

Answer: The City desire is to open 11/1/2021
Applicant to provide their plan and schedule to be fully operational.

Question: Regarding food services required at Toho Marina;
It does not state the food has to be cooked in-house. Could we provide these services using a third party ie; a local restaurant or food service provider?

Answer: Third party is allowed as long as all licenses and heath department requirements are met and food service is timely.

Question: Does the Marina itself include any common area, that we could conduct related business? If so, what would be considered a common area? If not, what are the options for holding events? ie; Kids fishing events? Area to hold local fishing tournament from shore? The grass areas, for corporate events?

Answer: all of the suggested items may be coordinated through the Parks and Recreation Department special event process.

Question: Bait sales; Can this be expanded? Extra tanks added? Inside or outside?

Answer: Big Toho Marina only.. Live bait must be available for sale to local fisherman per State requirements. Note the bait sales area on the floor plan. There is both an indoor and outdoor live bait tank and pump that come with the building "As Is". Repair and/ or replacement at the expense of Licensee.

Question: 2.10 Proof of valid Business Tax Receipt, if a business has not started yet, pending this award, can the City of Kissimmee make allowances for that?

Answer: Detail that circumstance in your proposal, when awarded you will be given 5 days to supply Business Tax Receipt.

Question: Toho Marina Service, please describe dinner service hours.

Answer: The dinner hours will be extended hours after 5PM, 3 out of the 7 days opened for dinner hours.

Question: Is it mandatory to add background checks on all employees for bidding? I mean, with only 2 weeks is not enough time to find the adequate staff and submit all these before the 21st. Which means this is more for well-established businesses that are already staffed.

Answer: Background checks are not required in the bid submittal. The successful bidder must be in compliance in order to execute the license agreement.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFP. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFP remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

COMPANY NAME Limbhelados

COMPANY ADDRESS 107 BROADWAY, Kissimmee, FL 34741

BY: Jane He Alvarez
(signature)

DATE: 9/17/21

JANE HE ALVAREZ
(typed name/title of signer)

EMAIL: LimbheladosKissimmee@gmail.com

Jane He Alvarez
(Signature)

SECTION A – PROPOSAL SIGNATURE PAGE
RFP2021-009 CONCESSION SERVICES, FOOD SERVICE OPERATION
KISSIMMEE LAKEFRONT PARK

Note: There was no proposal signature page to sign in the RFP Proposal

Local Vendor:

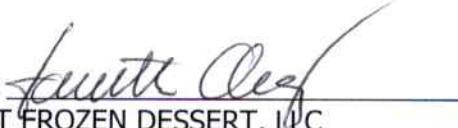
Signature: Jannette Alvarez
EDEN FAST FROZEN DESSERT, LLC
DBA: LIMBHELADOS
Jannette Alvarez



SECTION B – PROPOSAL SIGNATURE PAGE
RFP2021-009 CONCESSION SERVICES, FOOD SERVICE OPERATION
KISSIMMEE LAKEFRONT PARK

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Local Vendor:

Signature: 
EDEN FAST FROZEN DESSERT, LLC
DBA: LIMBHELADOS
Jannette Alvarez



SECTION B

EXPERIENCE

Hello – my name is Jannette Alvarez Ramirez and my husband is David Rivera Ramos. We currently own and operate Limbhelados located at 107 Broadway here in Downton Kissimmee. Limbhelados is an original fast-frozen dessert made with quality ingredients, natural fruits, and no artificial colors. We call them Limbers. Not only are they delicious, but they can also be taken for long distances without melting so you can enjoy a walk in the park or have a yummy frozen treat in your home.

We have successfully operated Limbhelados in Puerto Rico for 17 years and 3 years here in Kissimmee. We will be solely responsible for running the day-to-day operations of The Ruby Plaza Café.

Our philosophy is to always work hard, have fun, give back to the community and always serve every customer like they are a family member.

We have been interviewed by various publications for our Limbhelados in Puerto Rico and in Kissimmee. Below are some of the links to these articles, interviews, and publications:

https://youtu.be/Ae_k_Zk5IR0

<https://youtu.be/UWlfGpybl7E>

<https://fb.watch/899fCB2fq/>

<https://www.elnuevodia.com/corresponsalias/florida/videos/los-limbhelados-boricuas-hacen-su-entrada-triunfal-en-florida-250245/>

Los limbhelados boricuas hacen su entrada triunfal en Florida - El Nuevo Día

<https://www.elnuevodia.com/negocios/empresas-comercios/notas/limbhelados-deja-la-isla-y-se-ancla-en-kissimmee/>

Limbhelados deja la Isla y se ancla en Kissimmee - El Nuevo Día

<https://www.elnuevodia.com/corresponsalias/florida/notas/limbhelados-abre-sus-puertas-en-kissimmee/>

Limbhelados abre sus puertas en Kissimmee - El Nuevo Día

<https://www.pressreader.com/puerto-rico/el-nuevo-dia1/20181023/281805694912288>

PressReader.com | Limbhelados ancla en Kissimmee

https://www.instagram.com/p/Bt0oePjFUZa/?utm_medium=share_sheet

Three Business References:

Matteo Agnesse
Montebianco – Product Supplier
305.710.8144

Maya Arora
Landlord
407.569.5900

Maria Miguel
Miramar Fruit Trading Company – Product Supplier
305.593.6778



JANNETTE ALVAREZ RAMIREZ & DAVID RIVERA RAMOS

Restaurant Owners

ABOUT US:

My culinary career began early on, inspired by my father and his love and respect for quality and tradition in his cookie factory in Venezuela. I grew up in the bakery business and loved creating my own recipes and different pastries.

While in my 20's, I had to move to Puerto Rico for family matters. Still creating new recipes and products, it was there that Limbhelados was born when I created a whole new ice cream line containing fresh fruits. Made fresh daily, it is a true Caribbean treat and there is nothing else like it. The other cool thing about Puerto Rico, it was also there, while attending church, I met the love of my life, David Rivera Ramos, and we have been happily married for 23 years. David is instrumental in helping me run the day-to-day operations of our Limbhelados.

CONTACT

PHONE:
787-375-0802

WEBSITE:
www.limbhelados.com

EMAIL:
limbheladoskissimmee@gmail.com

WORK EXPERIENCE

EDEN FAST FROZEN DESSERTS, LLC OWNERS dba Limbhelados
KISSIMMEE, FL **2018 - CURRENT**

- Established standards for personnel performance and customer service
- Maintain excellent customer service with guest satisfaction resulting in established repeat business
- Provide quality assurance and cost-effectiveness and maintain consistent steady growth of our business
- Ensure legal compliance with food safety and storage regulations
- Manage payables
- Hire, train, direct, schedule and dismiss employees
- Prepare food, maintain order and cleanliness according to health department standards, waiting on customers
- Optimize profits by controlling food, beverage, and labors costs
- All day-to-day operations of running a business

EDEN FAST FROZEN DESSERTS, INC. OWNERS dba Limbhelados
PUERTO RICO – **2000 to 2017**

- Work Experience is same as noted above

SECTION C – PROPOSAL SIGNATURE PAGE
RFP2021-009 CONCESSION SERVICES, FOOD SERVICE OPERATION
KISSIMMEE LAKEFRONT PARK

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Local Vendor:

Signature: 
EDEN FAST FROZEN DESSERT, LLC
DBA: LIMBHELADOS
Jannette Alvarez



SECTION C

FINANCIAL CAPACITY

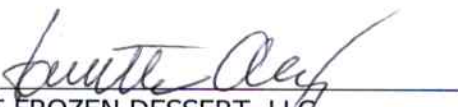
Year	1	2
Sales	\$220,000	\$264,000
Cost of Goods Sold	\$ 44,000	\$ 52,800
Gross Profit	\$176,000	\$211,200
Operating Costs	\$116,600	\$139,920
EBITDA	\$ 59,400	\$ 71,280

We successfully owned and operated Limbhelados in Puerto Rico for 17 years. When hurricane Maria hit in 2017, it devastated the island including our home and business. Because of this, we both had to file for a volunteer bankruptcy. Through family and friends, we were able to move to Florida and begin our business again by opening Limbhelados in Downtown Kissimmee located at 107 Broadway. We are celebrating 3 years in business.

SECTION D – PROPOSAL SIGNATURE PAGE
RFP2021-009 CONCESSION SERVICES, FOOD SERVICE OPERATION
KISSIMMEE LAKEFRONT PARK

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DBA: LIMBHELADOS
Jannette Alvarez



RUBY PLAZA CAFE

Business Plan

Statement of Vision

The Ruby Plaza Café is a full-service restaurant/café serving a variety of healthy choices on our menu. The Café will feature a selection of affordably priced food featuring American, South American and Caribbean classics.

We intend to serve happiness to our customers through delicious, healthy meals and extraordinary service while working toward the greater good for our employees, community, and environment. And being dog lovers, we will also be a dog friendly stop as we will keep fresh water bowls for the doggy's and a free biscuit with the owner's permission.

Because our city theme is "healthy eating and healthy living" and we are residents of Kissimmee and serve our community, we would like to sponsor an annual "Ruby Walk" with all proceeds going to Feed the Needy in our community.

Keys to Success

The keys to success in this business are:

1. Product quality: Food along with healthy choices, natural juices, fruit slushies, and delicious international desserts will be our products. They meet both quality and value.
2. Service: Our patrons are paying to have a good experience. Their experience will suffer if service is not of the highest caliber. Each member of our staff will be knowledgeable, courteous, efficient, and attentive.
3. Marketing: We will need to target our audience early and often. While the business is located in Kissimmee Lakefront Park, many people will have to be re-introduced to Ruby Café as the menu will be changing to our menu.
4. Management: We will monitor the food, beverage, and labor costs. The Ruby Café experience must be delivered in a fashion that will not only inspire repeat business but encourage word-of-mouth recommendations to others. Proper inventory, employee management, and quality control is key.

Company Summary

Products

Our menu has been developed to offer traditional American fare along with Caribbean and South America fare intertwined throughout which we feel will be appealing to the current population of Kissimmee and all ages. There will be vegan, gluten free and light bite options as well.

For breakfast, Ruby Café will offer American classic breakfast options such as breakfast sandwiches, breakfast platters, French toast, and hot cereals along with coffee, hot chocolate, fresh squeezed orange juice and fruit slushies.

For lunch and evening hours, Ruby Café will offer salads, homemade soups, sandwiches, fried turnovers (Puerto Rican meat pies) Venezuelan empanadas, delicious desserts such as Puerto Rican style ice cream, soft serve ice cream, flan and a variety of cupcakes, and other homemade desserts. Kid friendly menu options include mac and cheese, chicken bites, spaghetti with meat sauce and hot dogs.

We also plan on having a popcorn machine which along with our desserts, will be a favorite on movie nights in the park. We will stay open later on movie nights.

Management

David and I will be responsible for the day-to-day operations of The Ruby Plaza Café. We currently own and operate Limbhelados, a 5 Star dessert/café (Yelp Review), located at 107 Broadway, Kissimmee, since 2018. Prior to that we owned and operated Limbhelados in Puerto Rico for 17 successful years.

Operations

Overview

We have established sound operating guidelines by which to conduct the day-to-day operations of Ruby Plaza Café. Policies, systems and procedures from our existing Limbhelados will be adopted at Ruby Plaza Café and documented using the combined resources of previous experiences of Management and industry associations.

Organizational Structure

David and I will both be active in working at Ruby Café. We will also employ cashiers to work on certain days. Since we have our current Limbhelados located at 107 Broadway, which is nearby, we will cross train our current staff with Ruby Café as well. They will report directly to me. All staff will have level 2 background checks.

Customer Relations

One of the most important aspects to customer service is knowing how to treat customers in a way that keeps them coming back. Knowing how to handle a difficult customer situation so everyone ends up a winner is also key. We call this building customer relations.

To keep every customer satisfied, we treat all our customers with the following goals in mind:

- Make every customer feel welcome every time they come to Ruby Café.
- Create a comfortable environment in which customers feel like part of the family.
- Listen to customer to ensure we are providing them what they want.
- Handle customer problems and emergencies quickly, properly, and fairly.
- Learn from customers so we can keep improving our level of service and quality.

Principles of Customer Relations

"The customer is always right!" We've all heard that saying a hundred times, but it's true. That is why it is so important that our staff understands:

- Customers are the reason we are in business.
- Customers are our guests.
- Customers are people, with thoughts, feelings and needs like our own.
- Customers are NEVER problems, distractions, or people to argue with.

Proposed Operating Hours

The minimum operating hours the City of Kissimmee listed is Sunday through Saturday 7 a.m. to 10 p.m.* must be open year-round a minimum of 6 hours daily (except for City observed holidays (optional) and other such closure of Lakefront Park.

Initially we propose opening 7 a.m. to 7 p.m. seven days a week. We will open on certain city observed holidays. After we have had the opportunity to be open for business, we may modify these hours based on customer demand. We do intend to stay open later when the park has activities that merit the closing time such as movie night.

RUBY PLAZA CAFE

DRINKS

COFFEE (REGULAR OR DECAF)

Small \$2.25 Med \$2.99 Large \$3.25

HOT CHOCOLATE

Small \$2.25 Med \$2.99 Large \$3.25



BOTTLED WATER - \$1.25

BOTTLED JUICES - \$1.75

CANNED SODAS - \$1.50

NATURAL JUICES

FRESH SQUEEZED

ORANGE JUICE

12 Ounces -
\$3.50



PASSION FRUIT, TAMARIND, OR LEMONADE (SUGAR FREE OPTION)

12 Ounces - \$2.99

BREAKFAST

BREAKFAST SANDWICH - \$5.99

Egg & Cheese Sandwich with Ham, Sausage or Bacon.
American, Cheddar or Swiss Cheese

RUBY BREAKFAST - \$5.99

Sausage, Baked Home Fries, Topped with Two Eggs Sunny Side Up and Shredded Cheddar Cheese

BREAKFAST PLATTER - \$5.00

Two Eggs Any Style, with Bacon, Ham or Sausage and Choice of Toast



LIGHT BREAKFAST - \$5.99

Two Hard Boiled Eggs served with Turkey Ham or Turkey Bacon, Cottage Cheese, Baked Home Fries or Healthy Bread

FRENCH TOAST - \$4.99

Two Slices Served with Your Choice of Fruit Preserves or Fresh Fruits

EXTRAS - \$.50

Lettuce - Tomatoes - Cheese

OTHER BREAKFAST DELIGHTS

CREAM OF WHEAT - S/\$2.25 M/\$3.25 L/\$3.99

HOT OATMEAL - S/\$2.25 M/\$3.25 L/\$3.99

THE RUBY HOT BREAKFAST - S/\$2.25 M/\$3.25 L/\$3.99

Cream Corn Meal Made with Coconut Milk, Sweetened with Monk Oil Sugar and Sprinkled with Cinnamon. **VEGAN**

ADD NUTS - \$.50

BUTTERED TOAST - \$1.95

GRILLED CHEESE TOAST - \$3.25

LUNCH/DINNER

HOMEMADE SOUPS

VEGAN SOUP

\$2.99 8 OZ / \$4.50 12 OZ

Squash Broth, Carrots, Potatoes, Sweet Peas, Celery and Corn

RUBY SOUP **GLUTEN FREE**

\$2.99 8 OZ / \$4.50 12 OZ

Creamy Sweet Potato with beet pieces. Add Bacon \$.50

POTATO SOUP

\$2.99 8 OZ / \$4.50 12 OZ

Potato with shredded carrots
Add Cheese \$.50 Bacon \$.50

KIDS MENU

HOT DOG - \$1.99

MAC & CHEESE 8 OZ - \$1.99

**SPAGHETTI W/MEAT SAUCE
8 OZ- \$4.95**

CHICKEN BITES - \$4.99
6 Plain, BBQ or Crispy Bites
Served w/Fries or Mashed Potatoes

FRUIT SLUSHIES -

PINA COLADA - **VEGAN**

Coconut Milk, Coconut Cream
Pineapple in its Own Juice

STRAWBERRY - **VEGAN**

Made with fresh strawberries

STRAWBERRY LEMON - **VEGAN**

Lemon Juice, Fresh Strawberry with
Lemon Pulp & Pieces of Strawberry

PASSION FRUIT

All-Natural
Passion Fruit

12 OUNCE \$5.99

16 OUNCE \$7.99

ONE SCOOP ADDITIONAL FRUIT \$.99



SALADS

GARDEN SALAD - \$4.99

Choice of Lettuce or Spinach, Carrots, Cucumbers, Tomatoes, Onions, Shredded or Feta Cheese & Croutons
Add 4 OZ Chicken Breast, Deli Turkey, or Tuna - \$3.50

VENEZUELAN POTATO CHICKEN SALAD

SMALL \$2.50 5.5 OZ / MEDIUM \$3.50 8 OZ

Chicken Breast, Carrots, Sweet Peas, Diced Onions & Red Peppers



3 BEAN SALAD

SMALL \$1.99 5.5 OZ / MEDIUM \$2.99 8 OZ

Marinated Beans with Diced Onions and Peppers

SANDWICHES

GRILLED HAM & CHEESE - \$3.75

TUNA SALAD SANDWICH - \$4.95

GRILLED OR BREADED CHICKEN SANDWICH - \$6.99

Chicken with Queso, Lettuce & Tomatoes

RUBY SANDWICH - \$6.99

Turkey Meatloaf, Onion, Tomato & Swiss Cheese, Served on Preservative Free Bread

FRIED TURNOVERS (PASTELILOS)

Cheese \$1.99 / Chicken or Ground Beef \$2.99

For Two: Cheese \$2.99 / Chicken or Ground Beef \$4.99

VENEZUELAN EMPANADAS (AIR FRIED)

Cheese \$2.75 / Chicken Breast \$3.25 / Meat \$3.75

DESSERTS

SOFT SERVE ICE CREAM 6 OZ - \$2.99



LIMBELADOS - \$3.99 5 OZ / \$4.99 8 OZ

Puerto Rican Style Ice Cream - **Sugar Free Options**



FLAN - \$4.99

Vanilla Custard with Sweet Carmel Sauce

VARIETY OF HOMEMADE CUPCAKES, & PASTRIES - \$2.99 AND UP

Financial Reporting

Like all for-profit businesses, Ruby Café needs to make a profit to remain in business. We have accounting systems (QuickBooks) in place required to summarize and report the financial information we need to evaluate our effectiveness at managing Ruby Café. This will allow us to manage our food and labor costs on a daily and monthly basis which is imperative to our success. We employ a bookkeeper and meet with our Accountant on an as needed basis.

Strategic and Market Analysis

According to IBISWorld, there is a healthy outlook in the next five years for Restaurants as the industry is anticipated to exhibit a strong recovery, swiftly exceeding pre-pandemic revenue. Recovery is expected to be aided by growth in the healthy eating index, which is indicative of demand for healthy foods and ensuring a balanced diet. Further bolstered by resumed consumer spending, industry revenue is forecast to rise. As the economy recovers and as demand for healthier foods rises, industry profitability is anticipated to expand. As the broader economy recovers, consumers are anticipated to return to discretionary spending, including at industry restaurants. (IBISWorld provides trusted industry research on thousands of industries worldwide).

As a result, Eat, Drink, Love, is what The Ruby Plaza Café is all about! We believe everyone deserves love with their dining experience. From natural juices, coffee, and other drinks to our unique menu with healthy options, customers will find us to be a great spot for coffee, breakfast, lunch, or dinner. We've been committed to excellent products and service, treating customers with generous hospitality, and creating a fun experience that is designed to keep them coming back.

Marketing Plan

Kissimmee is a diverse resort city, with a population of 72,717. The city is urban with many major tourist attractions; the city has become an entertainment destination and place to live. The city of Kissimmee is over 58% Hispanic.

There are 17,121 households; out of which 37% have children under the age of 18 which makes sense with all the family-friendly activities around the area.

Based on the above research, we intend to maintain an aggressive marketing campaign to the greater community of Kissimmee.

Below is an overview of the marketing strategies of our objectives.

Marketing Objectives

- Implement a local campaign with the Company's targeted market via the use of flyers, visitor & tourist publications, and word of mouth.
- Create an active social media campaign for this location.

Customer Database

Using our current Limbhelados database, we will introduce and promote Ruby Plaza Café to stop by when they are in the park.

Frequent Customer

We will institute an active Frequent Customer program. The program will reward customers for their continued patronage. Budget \$200

Email Campaign

We will utilize a Marketing Company to capitalize on our customer database by instituting an effective email marketing strategy. Budget \$250 per month.

Community/Charity Involvement

Our Marketing firm will be responsible for identifying community organizations such as churches, sports teams, schools, scouts, and other clubs located in the market, especially the Hispanic community. Budget \$250

4 Walls Marketing

In-house marketing will be heavily promoted by us. Management will constantly find methods to promote the Café and customers on a daily basis. Budget \$250 per month.

Public Relations

Along with our staff, we will look for opportunities to generate positive PR for the Café with the help of our Marketing Firm.

Special attention will be given to connect the community and charity involvement with PR opportunities.

Budget - on an as needed basis.

Social Media

Social media has become the most influential and important virtual space where the platform is not only used for social networking but is also a great way of digitally advertising our brand and products.

Social media's power is commendable as you get to reach a large number of people within seconds of posting an ad, helping to reduce our costs, and making our ads reach out to our potential audience through these social media advertisements.

With the huge number of online users, which is almost 59% of the world's population, marketers must not miss out on their chance of marketing on these digital forums where they can reach all the maximum number of potential buyers compared with print or television media marketing.

Currently Yelp, Google, Instagram and Facebook are unclaimed for Ruby Plaza Café. With the City of Kissimmee's permission, we would like to claim these social media outlets which will allow us to properly promote and advertise the Café.

Social media will create a community, encourage conversations, and build relationships. Management will optimize on opportunities to engage with current and prospective customers to increase revenue.

- Monthly Social Media Strategy and Scheduling
- Daily Social Media Account Management
- Banner and background custom design

- Promote events, and community involvement within Social Media umbrella sites
- Engaging and responding in order to build relationships

Budget \$750 per month

SECTION E – PROPOSAL SIGNATURE PAGE
RFP2021-009 CONCESSION SERVICES, FOOD SERVICE OPERATION
KISSIMMEE LAKEFRONT PARK

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Local Vendor:

Signature: Jannette Alvarez
EDEN FAST FROZEN DESSERT, LLC
DBA: LIMBHELADOS
Jannette Alvarez



SECTION E

FURNITURE, FIXTURES AND EQUIPMENT

We propose to use the following equipment in The Ruby Plaza Café.

EQUIPMENT	
1 Hot Dog Roller Machine	
1 Hot Dog Bun Warmer	
1 Hot Display Case	
1 Warmer Drawer	

EQUIPMENT- CONTINUED

1 Counter Top Griddle



1 Convection Oven



1 Air Fryer



1 Regular Fryer



1 Counter Top Range



EQUIPMENT - CONTINUED

1 Refrigerator 3 door



1 Commercial Toaster



1 Commercial Microwave



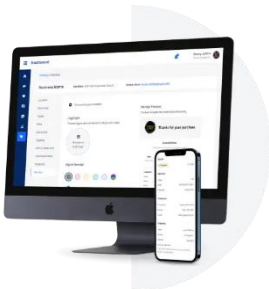
3 Working Tables



1 Three Compartment Sink



EQUIPMENT - CONTINUED	
1 Hand Sink	
1 Ice Machine	
1 Soda Dispenser	
2 Chest Freezers	
1 Orange Juicer	

EQUIPMENT - CONTINUED	
1 Juice Fountain Machine	
2 Slushie Machines	
1 or 2 Soft Ice Cream Machines	
1 POS System	

FURNITURE

It is our understanding, the outdoor furniture for seating at The Ruby Plaza Café is owned by the City of Kissimmee and will be staying in place. ***



In addition to the seating provided from the city, since we will be serving our Limbhelados treats, we would like to include 3 sets of our Limbhelados tables and chairs for the outdoor seating as well.



*** With the permission of the city, we propose restoring this furniture to give it a fresher clean look.

At this time, we do not feel that any alterations or changes will need to be made to the space we will be occupying.

SECTION F – PROPOSAL SIGNATURE PAGE
RFP2021-009 CONCESSION SERVICES, FOOD SERVICE OPERATION
KISSIMMEE LAKEFRONT PARK

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Jannette Alvarez



SECTION F

SCHEDULE/TRANSITION PLAN

We anticipate opening for business quietly the week of 10/18/21. Our grand opening celebration can be either the week of 10/25 or 11/1.

Week of 9/20/21	COMPLETED
Awarded Concession Agreement for Ruby Plaza Café	
File New Company with Department of State	
Register Fictitious Name dba Ruby Plaza Café	
Apply for EIN # with IRS	
Open Bank Account	
Apply for Business Tax License	
Apply for Certificate of Occupancy	
Begin Deep & Thorough Cleaning of Existing Space	
Week of 9/27/21	COMPLETED
Schedule Installation of Telephone Line for POS System	
Set-up Merchant Account for Payments	
Begin Moving Equipment into Space	
Week of 10/4/21	COMPLETED
Continue Moving Equipment into Space	
Begin Testing All Equipment	
Bring in Smallwares	
Restore Current Outdoor Furniture if Approved by City of Kissimmee	
Test POS System	
Week of 10/11/21	COMPLETED
Order Opening Inventory	
Receive Food Inventory	
Receive Beverage Inventory	
Week of 10/18/21	COMPLETED
Finalize Clean-up of Interior and Exterior	
Open for Business Quietly & Get Ready for the Fun!	
Week of 10/25 or 11/1	COMPLETED
Grand Opening	

SECTION G – PROPOSAL SIGNATURE PAGE
RFP2021-009 CONCESSION SERVICES, FOOD SERVICE OPERATION
KISSIMMEE LAKEFRONT PARK

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Jannette Alvarez



SECTION G

COMPENSATION TO THE CITY

For The Ruby Plaza Café, we propose the compensation (License Fee) to be paid to the City of Kissimmee for the privilege of using the premises, a rate of \$1,300 per month exclusive of tax with utilities to be paid by the City.

SECTION H – PROPOSAL SIGNATURE PAGE
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KISSIMMEE LAKEFRONT PARK

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Jannette Alvarez



SECTION H

EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS

We do not have any exceptions to the City's Terms and Conditions as they are presented.

EXPIRATION
SEPTEMBER 30, 2022

BRUCE VICKERS, TAX COLLECTOR
 OSCEOLA COUNTY, STATE OF FLORIDA
 LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.
187179

2022

BUSINESS TYPE:
13050 REST/CATERING/SNACK-HOTL/REST

BUSINESS:
Limbhelados
Eden Fast Frozen Dessert, LLC
107 Broadway
Kissimmee, FL 34741

Ice Cream Shop - Food permit - 2021-R1880150

07/26/2021
Oper DG
Till 1411
Paid 30.00
Rcpt.#141100683

Location:
CITY OF KISSIMMEE

200221	
TRANSFER	0.00
ORIGINAL TAX	30.00
AMOUNT	0.00
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	30.00

Bruce E. Vickers
BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to \$250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

Eden Fast Frozen Dessert, LLC
 2505 Buttercup Ct.
 Kissimmee, FL 34758

City of Kissimmee

101 North Church Street
Kissimmee, FL 34741

BUSINESS TAX RECEIPT

BUSINESS TAX RECEIPT VALID FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

LIC #: BTR-13253

CODE:

CONTACT: JANNETTE ALVAREZ

CATEGORY: MERCHANT

FEE	PENALTY	TOTAL	VALIDATION
\$60.00	\$0.00	\$60.00	08/13/2021

Mailing Address

EDEN FAST FROZEN DESSERT LLC
107 BROADWAY
Kissimmee, FL 34741

Business Address

EDEN FAST FROZEN DESSERT LLC
107 BROADWAY
Kissimmee, FL 34741

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

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this 17th day of September 2021, personally appeared

(Print name) Jannette Alvarez being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

Eden Fast Frozen Dessert, LLC
(Print name of company) DBA: Limbhelados MEETS ALL CRITERIA AS
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Jannette Alvarez
Signature of Affiant

Jannette Alvarez
Typed/Printed Name of Affiant

107 Broadway
Kissimmee, FL 34741
Address of Affiant

State of Florida
County of BROWARD

Sworn to (or affirmed) and subscribed before me this 17th day of September 2021, by

Amy Fisher
(Signature of Notary Public-State of Florida)



Amy Fisher
Comm. #HH075747
Expires: Dec. 29, 2024
Bonded thru Aaron Notary

(Print, Type, or Stamp commissioned name of notary public) Amy Fisher ☒ personally known or
_____ produced identification. Type of identification produced _____

CONCESSION LICENSE FOOD SERVICES AT RUBY PLAZA CAFÉ

THIS LICENSE is made and entered into this ____ day of _____, 2021, by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the “City”), as the “Licensor”, and Eden Fast Frozen Dessert, LLC dba: Limbhelados, 107 Broadway, Kissimmee, FL 34741, a Florida corporation, (hereafter referred to as “Licensee”), together referred to as the “Parties,” and each represent as follows:

WITNESSETH:

WHEREAS, after soliciting proposals for operation of the provision of food services at the City-owned Ruby Plaza Café pursuant to City of Kissimmee Request for Proposal No. 2021-009, (hereinafter referred to as “RFP”), City has awarded this License to Licensee; and

WHEREAS, Licensee has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP; and

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

1. **PREMISES.** City hereby grants Licensee an exclusive license to the following Premises, as shown on Exhibit “A” attached hereto:
 - a. The concession space located in the Ruby Plaza Cafe, 201 Lakeview Drive, Kissimmee, Florida, consisting of 197 square foot of concession space and an additional 96 square foot of storage space as shown on Exhibit “A-2” attached hereto.
2. **TERM.** This License shall be for an initial period of sixty (60) months, commencing on the 6th day of October, 2021. The Parties may renew the License for up to two (2) additional sixty (60) month periods by written agreement. The City Manager or the City Manger’s designee may approve such renewals on behalf of the City.
3. **RENTAL.** Licensee shall pay to the City on or before the 1st day of each month \$1,300.00 for the preceding month, subject to applicable taxes, without demand, deduction, setoff or abatement. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may cancel this License and begin procedures to collect fees. The late fee is applicable for each and every payment which is past due.
4. **USE.** Licensee agrees to perform the activities specified in the Proposal, as shown on Exhibit “B” attached hereto (hereinafter “Scope of Work”), on the Premises during the entire term of this License, unless prevented from doing so by causes beyond Licensee’s control, and to conduct its business at all times in a reputable manner. Licensee shall acquire and maintain all licenses and permits necessary to perform the activities specified in the Scope of Work. Licensee shall make no unlawful, improper or offensive use of Premises. All rights of License hereunder may be terminated by the City immediately in the event that any other use be made thereof. The Scope of Work at minimum shall include providing food services at Ruby Plaza Café pursuant to the requirements in the Hours of Operation section below.

5. **POSSESSION.** Licensee shall be granted possession of the Premises immediately upon the commencement date of this License and shall be entitled to the full use of Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this License by the Parties. Upon expiration or termination of this License, Licensee shall surrender and yield possession of the Premises to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to the Licensee or it's employees' fault or negligence. If the Premises are unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.
6. **ALCOHOLIC BEVERAGES.** The sale of any alcoholic beverages may be allowed in accordance with local and state law.
7. **HOURS OF OPERATION.** Licensee will provide food service at Ruby Plaza Café each day for a minimum of 6 hours between 7:00 A.M. and 10:00 P.M. except for City observed holidays, at the option of Licensee, or upon closure of Lakefront Park. These hours of operation are the minimum required by this License, Licensee may provide additional hours of service at Ruby Plaza Café.
8. **TAXES, FEES AND ASSESSMENTS.** If any rental, sales or similar taxes, fees, or special assessments are levied upon the Premises due to the existence of this License, then Licensee shall pay all such taxes so imposed.
9. **UTILITIES.** City shall procure and pay for grease traps, plumbing, and garbage disposal for Premises. City shall procure and pay for electricity, water, and sewer for Ruby Plaza Café. City cannot guarantee the uninterrupted service of the utilities provided for the concession operations. City shall not be liable in any manner for damages to Licensee's business and/or inventory, or for any other claim by Licensee, resulting from any interruption in utility service, unless such interruption was caused by the sole negligence of the City. Licensee shall pay for all other utilities to include internet, telecommunications, television, and security services. Licensee may provide for any security equipment or measures to protect the Premises, equipment, and inventory subject to the written approval of the City.
10. **SANITATION.** Licensee shall maintain the premises in a clean, orderly, and sanitary condition as required by the hygiene codes and standards of the Florida Departments of Business and Professional (DBPR), Agriculture and Consumer Services (DACS) Regulations, and Health (DOH) regulations. Licensee shall be responsible for all housekeeping and sanitation services in the retail, food preparation, food storage, dining, and serving areas of the Premises to include cleaning dining furniture, floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, and other equipment and fixtures used by Licensee in food storage and preparation areas. Licensee shall collect and properly package dry refuse from the Premises and place the packed refuse at the site(s) on Premises designated by City for refuse collection.
11. **MAINTENANCE AND SERVICES.** City is responsible for performing preventative and corrective maintenance on facility infrastructure equipment and systems supporting the food service areas, such as, electric power distribution, lighting, HVAC, plumbing, roofing, fire alarm, fire protection, and grease trap maintenance. City shall have the right to enter upon the Premises for the purpose of inspecting, conducting tests, or for making repairs to the Premises or to any property owned or controlled by the City therein. If feasible, such repairs shall not unduly interfere with Licensee's business. City shall maintain, clean, and stocked public restrooms attached to the Premises. Licensee shall comply with all City policies and standards regarding facility infrastructure. Licensee shall maintain the Premises in good repair and in a clean, neat, orderly, and sanitary condition.

City shall inspect the Premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by the Facility Management Division, in cooperation with the Parks and Recreation Department, and Licensee may participate in the inspections. A copy of inspections reports shall be maintained by the Facility Management Division and available for review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, City is only responsible for those items which are considered part of the building or City-owned food service equipment or other obligations as set forth in this License.

Licensee shall permit inspection of the Premises by any county, state, or federal regulatory agency. Licensee shall notify the City, in writing, within five (5) working days of any notice, inspection, investigation, claim, demand, lawsuit, or other action by any county, state, or federal regulatory agency involving the Premises. The City may be present during any inspection by any local, state, or federal regulatory agency.

Licensee shall provide City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need of the aforementioned structural repairs or replacements within twenty-four (24) hours. Licensee shall be responsible for any such repairs described in this paragraph if resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers, or clients.

In the event City pays any monies required to be paid by Licensee hereunder, City shall demand repayment of same from Licensee within ten (10) days of payment and Licensee shall make such payment within ten (10) days of receipt of said demand. Licensee's failure to timely reimburse shall be deemed a breach of this License.

12. **EQUIPMENT.** The City owns certain equipment at the Premises that may be used by Licensee. The City and the Licensee shall jointly approve a basic inventory listing all City-owned property at the Premises which may be used by Licensee (hereinafter "inventory") within ten (10) days after the signing of this License by the Parties. The inventory may be modified in writing with the approval of the Parties. Upon expiration of the term and any additional terms under this License, the Parties shall audit the inventory to verify its correctness. Licensee shall exercise reasonable care, including but not limited to taking necessary efforts to maintain, all equipment listed on the inventory. Upon expiration or termination of this License, Licensee shall surrender and yield possession of all items listed on the inventory to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to the Licensee or it's employees' fault or negligence. If any items listed on the inventory are missing or unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.
13. **POINT OF SALE EQUIPMENT.** Licensee shall not be permitted to use any of the City's point of sale equipment on the Premises. Licensee shall not interface or connect Licensee's information technology systems with the City's. Any credit or debit card transaction for which Licensee may serve as merchant-of-record shall be provided using Licensee's point of sale equipment and internet connections provided and secured by Licensee.
14. **SIGNS.** Licensee agrees that any signs, brochures, menu boards, advertising, or print material to be used in connection with the Premises must have the City's written approval before installation or dissemination. Licensee may, at its own expense and subject to the City's written approval prior to installation, post the name of the business operation, hours of operation, and telephone number on the entrance doors of Premises.

15. BACKGROUND CHECKS. Licensee shall complete a Level 2 employment screening check for all employees requiring access to Premises pursuant to the Florida Employment Screening Standards, Section 435.04, Florida Statutes. Licensee shall pay for the cost of mandatory employment screening checks for all such employees.

16. MODIFICATIONS TO PREMISES. City grants Licensee the use of Premises “as is.” Licensee shall not make any structural modifications, alterations, improvements, or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written approval by the City and only in accordance with local, state, and federal permitting regulations. Licensee shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to Premises undertaken by Licensee. All such additions, improvements, and fixtures, except movable furniture, shall become property of the City and remain upon the Premises and be surrendered to the City at the end of the License.

Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the City in the Premises or on the building or other improvements thereon, and Licensee shall notify all materialmen, contractors, artisans, mechanics and laborers and other person contracting with Licensee with respect to Premises or any part thereof that they must look to Licensee to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

In the event of the filing of any Claim of Lien, Licensee shall promptly satisfy same or transfer it to a bond, and Licensee shall in any event protect the City’s interest in underlying real estate and shall hold the City harmless against any such claims.

17. TERMINATION FOR CONVENIENCE. This License may be terminated either party, with or without cause, for any reason whatsoever, upon ninety (90) calendar days’ written notice.

18. TERMINATION FOR CAUSE. If either party wishes to terminate this License for cause (hereinafter “terminating party”) due to a breach of this License by the other party (hereinafter “breaching party”), then the terminating party must provide the breaching party with written notice of said failure to perform. The terminating party must give ten (10) working days from the breaching party's receipt of the Notice to Cure for the breaching party to cure or take reasonable action to commence to cure the performance concerns specified. If breaching party does not take appropriate action within the ten (10) day period, then the terminating party may issue a Final Notice to Cure. The breaching party will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the terminating party can terminate the License.

Notwithstanding the foregoing, City may immediately terminate this License, without providing Licensee with notice of default or opportunity to cure, if City determines that Licensee has failed to comply with any of the terms and conditions of this License related to safety, indemnification, or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee, but without an opportunity to cure, if City determines Licensee knowingly furnished any representation, warranty, or certification in connection with the solicitation of Licensee’s bid or this License, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee if the State of Florida or the federal government enacts a law, which

removes or restricts authority of City to conduct all or part of its function.

In the event this License is terminated for cause and the City is the terminating party, any monies due from Licensee during the term of this License or any extension thereof, shall, at the option of the City, become immediately due and payable in full. Following termination, the City may immediately retake full possession of the Premises and repair or alter the Premises in such manner as City may deem necessary or advisable to re-license the Premises. Should City need to repair or alter the Premises in such a manner, City shall be entitled to recover damages.

19. INSURANCE. Licensee, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:

- a. **Workers Compensation:** 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 (CGLI):** CGLI coverage with limits not less than \$2,000,000.00 each occurrence or CGLI with limits not less than \$1,000,000.00 each occurrence and Umbrella Insurance in excess of the CGLI of not less than \$1,000,000.00. Such policies shall include product liability coverage and such coverage shall be noted on the Certificate of Insurance. If such policies do not include product liability coverage, Licensee shall maintain Products Liability coverage with limits not less than \$2,000,000.00.

Said policies shall name the City as an additional insured. Licensee shall provide proof of this insurance to the City within ten (10) days after the signing of this License by the Parties.

20. WAIVER OF SUBROGATION. Licensee releases the City and their respective representatives from any claims for damage that are caused by or result from risks insured against under any insurance policies required to be carried by the Licensee under this License. Licensee agrees to cause the issuers of the insurance policies required to be maintained hereunder to include waivers of the rights of recovery and subrogation.

21. PERSONAL PROPERTY LIABILITY. All property of any kind that may be on Premises during the term of License shall be at the sole risk of Licensee and City shall not be liable to Licensee or any other person for any injury, loss, or damage to property or to any person on said Premises.

22. ASSIGNMENT AND SUBLICENSING. Licensee shall not assign, sublet, or in any manner transfer this License or any portion hereof without the express written consent of the City, however Licensee may assign this License to a successor by merger, to an entity that acquires substantially all of Licensee's assets, or to an affiliate that controls, is controlled by, or is under common control with Licensee without City's consent.

23. INDEMNIFICATION. To the extent permitted by law, Licensee, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or damage to the person, property, or business of Licensee, its agents, employees, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this License shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28. Licensee agrees to indemnify and hold harmless the City, its agents,

officers, employees, against any and all claims, demand, cost, and expenses of every kind and nature including reasonable attorney's fees and for the enforcement, defense, or appeals thereof arising from Licensee's performance of the License or any breach or default of Licensee.

- 24. CONDEMNATION.** If the whole or any part of the Premises shall be taken by any public authority by eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and any applicable fees shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were licensed, then, from that day Licensee shall have the right either to terminate this License or to continue in possession of the remainder under the same terms provided in this License, except the rental fee shall be reduced in proportion to the amount of the Premises taken. If Licensee shall fail to terminate this License within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, and this License shall continue for the remainder of the term. If Licensee exercises its right to cancel, all advanced fees paid by Licensee shall be adjusted to the date of said taking. If Licensee fails to exercise its right to cancel, Licensee shall, at its own cost and expense, make the repairs made necessary resulting from said partial taking. Licensee shall receive notice of the commencement of condemnation proceedings within thirty (30) days of the City's notice of their initiation if commenced by a third party, or within thirty (30) days of their initiation if commenced by the City.
- 25. DESTRUCTION OF PREMISES.** If the Premises shall, without fault of Licensee, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, City may, by written notice delivered to Licensee within thirty (30) days after such destruction or damage, elect to rebuild or repair Premises. In such event, this License shall remain in force, and City shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good a condition as they were at the time immediately prior to the destruction or damage. For that purpose, City may enter the Premises, and rent shall abate during the time the Premises are untenable. If City elects not to restore or rebuild, Licensee may terminate this License. If either party so elects, this License shall terminate effective the date of said destruction.
- 26. BREACH.** Failure of Licensee or the City to perform the covenants, conditions, or provisions of the License shall constitute a material default and breach of the Licensee. In the event of any default, the City or the Licensee has the right to seek termination of this License in accordance with the provisions of the Termination for Cause Section above.
- 27. NOTICE.** Any and all notices required by 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 Steve L. Lackey Parks and Recreation 101 Church Street, Suite 330 Kissimmee, FL 34741	Licensee Eden Fast Frozen Dessert, LLC Bda: Limbhelados Attn: Jannette Alvarez 107 Broadway Kissimmee, FL 34741
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Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Licensee to be served, given, or

delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

- 28. WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this License, nor any failure of the City to exercise any right or remedy under this License shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
- 29. HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
- 30. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 31. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 32. ATTACHMENTS.** Attachments to this License shall be deemed to be incorporated into this License as if fully set forth verbatim into the body of this License.
- 33. NO THIRD PARTIES BENEFICIARIES.** This License shall inure to the benefit of the Parties to this License and is for the exclusive benefit of said Parties. This License shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Licensee.
- 34. RELATIONSHIP OF THE PARTIES; CONSTRUCTION OF LICENSE.** Nothing contained herein shall be deemed or construed as creating a principal and agent relationship or a joint venture between the Parties. The Parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of City and Licensee.
- 35. 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.
- 36. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.
- 37. RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a

building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

38. HAZARDOUS SUBSTANCES. Licensee shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Licensee shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any environmental law or regulation. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal maintenance use. If Licensee learns or is notified by any governmental authority that any removal or other remediation of any hazardous substances affecting the Premises is necessary, Licensee shall promptly take all necessary remedial action in accordance with environmental law.

As used in this Paragraph, “hazardous substances” are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, “environmental law” means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

39. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

40. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY’S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this License. In any such action, each party shall be responsible for their own attorney’s fees, including those incurred in appellate proceedings.

41. PUBLIC RECORDS. The Licensee 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 License. As such, the Licensee shall keep and maintain public records required by the City to perform the service.

If the Licensee has questions regarding the application of Chapter 119, Florida Statutes, to the Licensee’s duty to provide public records relating to this License, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

- a. If the City’s Custodian of Records requests records from the Licensee, the Licensee shall provide the 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.

- b. The Licensee 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 License term and following completion of the License if the Licensee does not transfer the records to the City.
 - c. Upon completion of the License, the Licensee shall transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the License, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the License, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the License.
 - d. Upon notice to the Licensee of a request to inspect or copy public records relating to a City license, the Licensee shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - e. If the Licensee does not comply with the City's request for records, such failure shall constitute a material breach and the License shall terminate upon notice by the City.
 - f. A Licensee who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10
- 42. ENTIRE LICENSE.** This License constitutes the complete, full, and wholly independent agreement among the Parties with regard to the matters contained herein. This License also supersedes all prior representation, statements, and understandings among the Parties with respect to the matters and things addressed herein, either written or oral.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the _____ day of _____, 2021.

Licensee:

By: 

WITNESS AS TO LICENSEE:

By:  EVA J. ESPINOSA
 JORGE E. ESPINOSA.

CITY OF KISSIMMEE

By: _____
Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

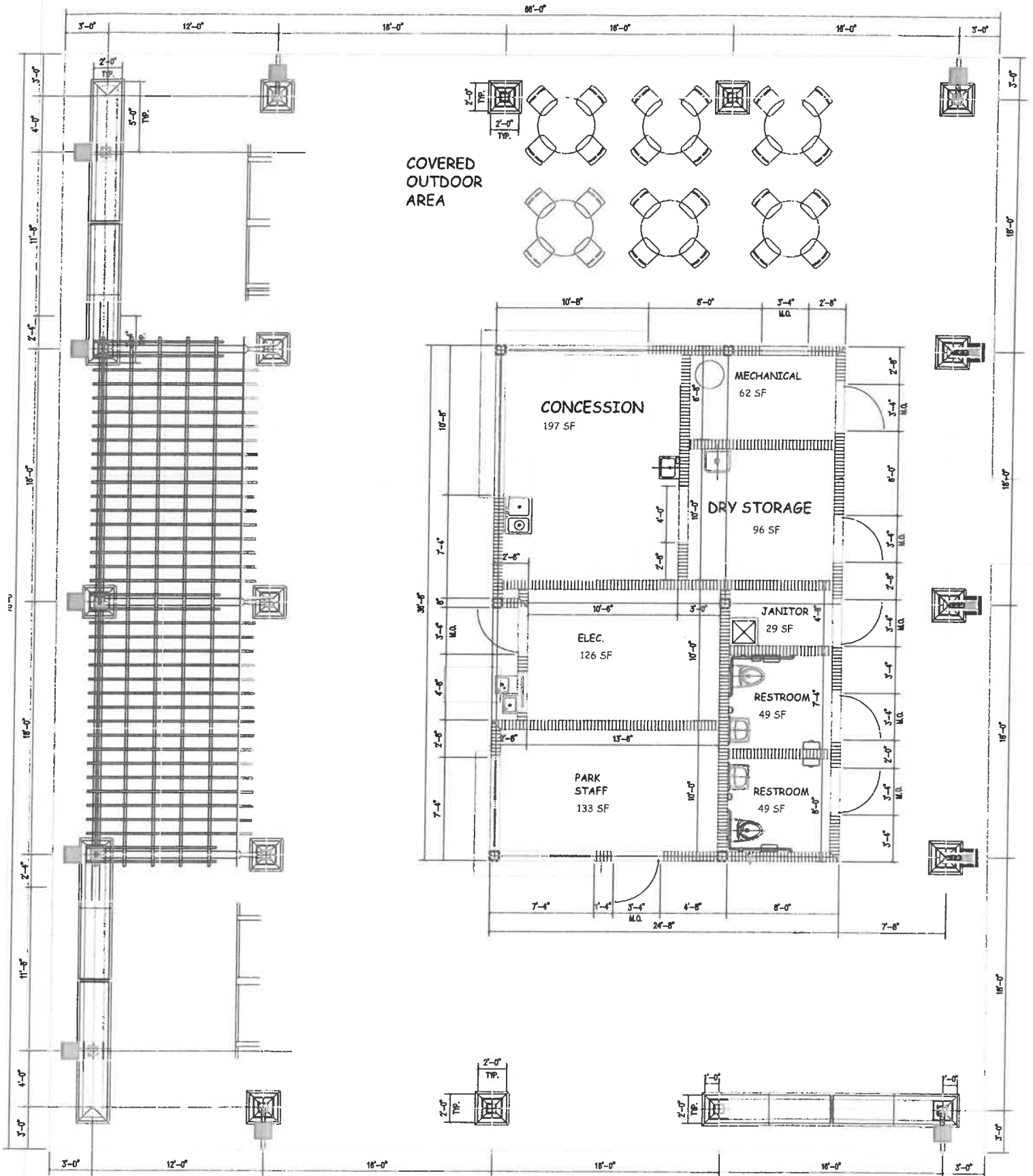
Olga Sanchez de Fuentes, City Attorney

EXHIBIT A



Ruby Plaza Café' 201 Lakeside Drive, Kissimmee, FL 34741

Big Toho Marina 69 Lakeview Drive, Kissimmee, FL 34741



EAGLE PAVILION (RUBY PLAZA)

201 LAKE VIEW DRIVE,
KISSIMMEE, FL 34741

EXHIBIT B

3.0 SCOPE SERVICES

I. OBJECTIVE:

The City of Kissimmee is seeking to enter into a Concession License Agreement with a firm to maintain the food service operation at the following locations in order to provide an amenity to citizens and visitors of the Kissimmee Lakefront Park.

- Ruby Plaza Café, 201 Lakeview Drive, Kissimmee, FL 34741

II. DESCRIPTION OF THE PREMISES:

1. Below is a general description of the premises. Attachment A contains a map & floor plan of the locations.

Ruby Plaza Café

Location:	•201 Lakeview Drive, Kissimmee, FL 34741
Square Footage:	•Approximately 325 square feet
On-site Amenities:	•Serving Area/ Concession
	•Dry Storage
•Grease Trap	
	• Janitor closet
	• Covered porch w/seating
	• No appliances included
Additional Details:	•Opened January 2013
	•Premises vacant October 1, 2021
	•Previous Concessionaire has used appliances and equipment for sale

III. REQUIREMENTS:

1. Background Checks:
 - a. Facilities shall require all employees to have a Level 2 background check.
 - b. Background checks are mandatory and shall be at the vendors sole cost and expense; no exceptions.

2. Minimum Operating Hours:

1) Ruby Plaza Café

Sun. – Sat. 7:00 a.m. – 10:00 p.m.*

*must be open year-round a minimum of 6 hours daily.
(except for City observed holidays (optional) and other
such closure of Lakefront Park)

2) The minimum required hours are non-negotiable.

3) Proposals may include extended hours of operation, which
will be set as mutually agreed upon by both parties.

3. Utilities:

a. City shall pay for electric, water, sewer at Ruby Plaza Café

b. City does not guarantee the uninterrupted service of the
utilities provided.

c. City provides garbage disposal services

d. Licensee shall pay for all other expenses, such as but not
limited to long distance telephone charges,
telecommunication charges, or cable television.

e. City shall not be liable in any manner for damages to
Licensee's business and/or inventory, or for any other claim
by Licensee, resulting from any interruption in utility service,
unless such interruption was caused by the sole negligence
of the City.

4. Permits, Licenses, and Facility Maintenance:

The Licensee shall be responsible for:

a. All licenses and permits for operation, including licenses and
permits for the sale of alcoholic beverages, which is permitted
if in accordance with local and state law.

b. Maintaining the premises in a clean, orderly and sanitary
condition as required by the hygiene codes and standards of
the Florida Department of Business and Professional
Regulations (DBPR), the Department of Agriculture and
Consumer Services (DACS), and the Department of Health
(DOH) <http://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-manager-code-standards.html>.

c. The daily housekeeping and sanitation services in the food
preparation, storage, dining, and serving areas of the
Premises, which includes dining furniture, floors, walls up to

six (6) feet above floor level, and exterior of hoods, ducts, vents and other equipment and fixtures used by Licensee in food storage and preparation areas.

- d. Collecting and properly packing dry refuse from such areas and placing the packed refuse at site(s) on Premises designated by the City.
- e. Providing the City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need for structural repairs or replacements. Licensee shall be responsible for any such repairs if covered by or resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers or its clients.
- f. Complying with all City policies and standards regarding facility infrastructure.
- g. City will maintain, clean and stock public restroom attached to the premises.

5. Inspections

- a. Premises are subject to inspections by the City of Kissimmee and/or other regulatory agencies.
- b. The Licensee shall notify the City, in writing, within 24 hours of any potential violations which, under the terms of the contract, the City is responsible to correct.
- c. The Licensee is also required to notify the City, in writing, within five (5) working days from the date of inspection of any notices or violations. The City reserves the right to be present during all inspections.
- d. The City shall inspect the premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by Facility Maintenance Division, in cooperation with Parks Division and Licensee may participate in the inspections.
- e. A copy of inspection reports shall be maintained by the Facility Maintenance Division and available upon review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, the City is only responsible for those items which are considered part of the building or City-owned food service equipment.

6. Equipment:

- a. Equipment located on premises owned by City and used by the Licensee shall be listed on a basic inventory approved jointly by the City and the Licensee at the start of the contract.

Subsequent changes, additions, or deletions, to the basic inventory shall be in writing and approved jointly by both parties.

- b. On the renewal date of the contract and at the termination date of the contract, a joint inventory shall be taken by the parties to verify correctness of inventory.
- c. Reasonable care, which includes but is not limited to necessary efforts to maintain premises, improvements, fixtures, etc., shall be exercised in the use of City equipment and, upon contract termination, the Licensee shall yield such equipment in as good condition as received, except for ordinary wear and tear, and damage or destruction beyond Licensee's control and not due to the Licensee or its employees' fault or negligence.
- d. Point of Sale Equipment:
 - 1) There shall be no interfacing or connectivity between Licensee's information technology systems and City's information technology systems.
 - 2) Any credit or debit card transactions for which Licensee may serve as merchant-of-record shall be provided using Licensee's point of sale equipment and Internet connections provided and secured by Licensee.

7. Signs

- a. Any and all signs, brochures, menu boards and advertising, and all print material shall be presented and approved by the City prior to use.
- b. Licensee may, at its own expense, have the name of the business operation on the door, together with the hours of operation and an emergency telephone number, subject to City approval before installation.

8. Modification to the premises:

- a. The City will deliver the site in an "as is" condition. If proposer wished to perform any improvements to the site, it will be their responsibility keeping in mind that it shall require prior written approval by the City, and pursuant to any Federal, State or local permitting regulations. In addition, all such additions, improvements and fixtures, except Licensee-owned movable furniture and equipment, shall become the property of the City and remain upon the premises and be surrendered at the end of the License.

- b. The Licensee shall provide a written description and plans of any changes or alterations to the buildings and covered porches that will be necessary to meet the program(s) being proposed.
- c. Licensee shall not perform or make any alterations, improvements or additions in or to the premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment, without the prior written consent of City.
- d. Any such approved additions shall be at the Licensee's expense.
- e. License shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the premises undertaken by Licensee.

**CONCESSION LICENSE
FOR BAIT, TACKLE AND FOOD SERVICES
AT BIG TOHO MARINA**

THIS LICENSE is made and entered into this ____ day of _____, 2021, by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the “City”), as the “Licensor”, and Kissimmee Diner, Inc, dba: Matador Taco & Tapas 120 Broadway, Kissimmee, FL 34741 a Florida corporation, (hereafter referred to as “Licensee”), together referred to as the “Parties,” and each represent as follows:

WITNESSETH:

WHEREAS, after soliciting proposals for operation of bait, tackle, and fishing supplies retail establishment that provides food services at the City-owned Big Toho Marina pursuant to City of Kissimmee Request for Proposal No. 2021-009, (hereinafter referred to as “RFP”), City has awarded this License to Licensee; and

WHEREAS, Licensee has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP; and

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

1. **PREMISES.** City hereby grants Licensee an exclusive license to the following Premises, as shown on Exhibit “A” attached hereto:
 - a. The concession space located in the Big Toho Marina, 69 Lakeview Drive, Kissimmee Florida consisting of approximately 800 square feet of kitchen, service, dining and retail space and an additional approximately 80 square feet of bait sales space as shown on Exhibit “A-1” attached hereto.
2. **TERM.** This License shall be for an initial period of sixty (60) months, commencing on the 6th day of October, 2021. The Parties may renew the License for up to two (2) additional sixty (60) month periods by written agreement. The City Manager or the City Manger’s designee may approve such renewals on behalf of the City.
3. **RENTAL.** Licensee shall pay to the City on or before the 1st day of each month \$1,750.00 for the preceding month, subject to applicable taxes, without demand, deduction, setoff or abatement. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may cancel this License and begin procedures to collect fees. The late fee is applicable for each and every payment which is past due.

4. **USE.** Licensee agrees to perform the activities specified in the Proposal, as shown on Exhibit “B” attached hereto (hereinafter “Scope of Work”), on the Premises during the entire term of this License, unless prevented from doing so by causes beyond Licensee’s control, and to conduct its business at all times in a reputable manner. Licensee shall acquire and maintain all licenses and permits necessary to perform the activities specified in the Scope of Work. Licensee shall make no unlawful, improper or offensive use of Premises. All rights of License hereunder may be terminated by the City immediately in the event that any other use be made thereof. The Scope of Work at minimum shall include providing and food services and the sale of live bait, tackle, and fishing supplies at Big Toho Marina pursuant to the requirements in the Hours of Operation section below.
5. **POSSESSION.** Licensee shall be granted possession of the Premises immediately upon the commencement date of this License and shall be entitled to the full use of Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this License by the Parties. Upon expiration or termination of this License, Licensee shall surrender and yield possession of the Premises to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee’s control and not due to the Licensee or it’s employees’ fault or negligence. If the Premises are unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.
6. **ALCOHOLIC BEVERAGES.** The sale of any alcoholic beverages may be allowed in accordance with local and state law.
7. **HOURS OF OPERATION.** Licensee shall provide the sale of live bait, tackle, and fishing supplies and food services at Big Toho Marina Monday through Friday from 5:30 A.M. to 5:00 P.M. and Saturday and Sunday from 5:30 A.M. to 4:00 P.M., except for City observed holidays, at the option of Licensee, or upon other such closure of Lakefront Park. Licensee shall remain open to the public for dinner food service at a minimum of three evenings per week. These hours of operation are the minimum required by this License, Licensee may provide additional hours of service at Big Toho Marina.
8. **TAXES, FEES AND ASSESSMENTS.** If any rental, sales or similar taxes, fees, or special assessments are levied upon the Premises due to the existence of this License, then Licensee shall pay all such taxes so imposed.
9. **UTILITIES.** City shall procure and pay for grease traps, plumbing, and garbage disposal for Premises. Licensee shall pay for electricity, water, and sewer for the concession space at Big Toho Marina to be billed monthly by the City. City cannot guarantee the uninterrupted service of the utilities provided for the concession operations. City shall not be liable in any manner for damages to Licensee’s business and/or inventory, or for any other claim by Licensee, resulting from any interruption in utility service, unless such interruption was caused by the sole negligence of the City. Licensee shall pay for all other utilities to include internet, telecommunications, television, and security services. Licensee may provide for any security equipment or measures to protect the Premises, equipment, and inventory subject to the written approval of the City.

10. SANITATION. Licensee shall maintain the premises in a clean, orderly, and sanitary condition as required by the hygiene codes and standards of the Florida Departments of Business and Professional (DBPR), Agriculture and Consumer Services (DACS) Regulations, and Health (DOH) regulations. Licensee shall be responsible for all housekeeping and sanitation services in the retail, food preparation, food storage, dining, and serving areas of the Premises to include cleaning dining furniture, floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, and other equipment and fixtures used by Licensee in food storage and preparation areas. Licensee shall collect and properly package dry refuse from the Premises and place the packed refuse at the site(s) on Premises designated by City for refuse collection.

11. MAINTENANCE AND SERVICES. City is responsible for performing preventative and corrective maintenance on facility infrastructure equipment and systems supporting the food service areas, such as, electric power distribution, lighting, HVAC, plumbing, roofing, fire alarm, fire protection, and grease trap maintenance. City shall have the right to enter upon the Premises for the purpose of inspecting, conducting tests, or for making repairs to the Premises or to any property owned or controlled by the City therein. If feasible, such repairs shall not unduly interfere with Licensee's business. City shall maintain, clean, and stocked public restrooms attached to the Premises. Licensee shall comply with all City policies and standards regarding facility infrastructure. Licensee shall maintain the Premises in good repair and in a clean, neat, orderly, and sanitary condition.

City shall inspect the Premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by the Facility Management Division, in cooperation with the Parks and Recreation Department, and Licensee may participate in the inspections. A copy of inspections reports shall be maintained by the Facility Management Division and available for review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, City is only responsible for those items which are considered part of the building or City-owned food service equipment or other obligations as set forth in this License.

Licensee shall permit inspection of the Premises by any county, state, or federal regulatory agency. Licensee shall notify the City, in writing, within five (5) working days of any notice, inspection, investigation, claim, demand, lawsuit, or other action by any county, state, or federal regulatory agency involving the Premises. The City may be present during any inspection by any local, state, or federal regulatory agency.

Licensee shall provide City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need of the aforementioned structural repairs or replacements within twenty-four (24) hours. Licensee shall be responsible for any such repairs described in this paragraph if resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers, or clients.

In the event City pays any monies required to be paid by Licensee hereunder, City shall demand repayment of same from Licensee within ten (10) days of payment and Licensee shall make such payment within ten (10) days of receipt of said demand. Licensee's failure to timely reimburse shall be deemed a breach of this License.

- 12. EQUIPMENT.** The City owns certain equipment at the Premises that may be used by Licensee. The City and the Licensee shall jointly approve a basic inventory listing all City-owned property at the Premises which may be used by Licensee (hereinafter “inventory”) within ten (10) days after the signing of this License by the Parties. The inventory may be modified in writing with the approval of the Parties. Upon expiration of the term and any additional terms under this License, the Parties shall audit the inventory to verify its correctness. Licensee shall exercise reasonable care, including but not limited to taking necessary efforts to maintain, all equipment listed on the inventory. Upon expiration or termination of this License, Licensee shall surrender and yield possession of all items listed on the inventory to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee’s control and not due to the Licensee or it’s employees’ fault or negligence. If any items listed on the inventory are missing or unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.
- 13. POINT OF SALE EQUIPMENT.** Licensee shall not be permitted to use any of the City’s point of sale equipment on the Premises. Licensee shall not interface or connect Licensee’s information technology systems with the City’s. Any credit or debit card transaction for which Licensee may serve as merchant-of-record shall be provided using Licensee’s point of sale equipment and internet connections provided and secured by Licensee.
- 14. SIGNS.** Licensee agrees that any signs, brochures, menu boards, advertising, or print material to be used in connection with the Premises must have the City’s written approval before installation or dissemination. Licensee may, at its own expense and subject to the City’s written approval prior to installation, post the name of the business operation, hours of operation, and telephone number on the entrance doors of Premises.
- 15. BACKGROUND CHECKS.** Licensee shall complete a Level 2 employment screening check for all employees requiring access to Premises pursuant to the Florida Employment Screening Standards, Section 435.04, Florida Statutes. Licensee shall pay for the cost of mandatory employment screening checks for all such employees.
- 16. MODIFICATIONS TO PREMISES.** City grants Licensee the use of Premises “as is.” Licensee shall not make any structural modifications, alterations, improvements, or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written approval by the City and only in accordance with local, state, and federal permitting regulations. Licensee shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to Premises undertaken by Licensee. All such additions, improvements, and fixtures, except movable furniture, shall become property of the City and remain upon the Premises and be surrendered to the City at the end of the License.

Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the City in the Premises or on the building or other improvements thereon, and Licensee shall notify all materialmen, contractors, artisans, mechanics and laborers and other person contracting with Licensee with respect to Premises or any part thereof that they must look to Licensee to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

In the event of the filing of any Claim of Lien, Licensee shall promptly satisfy same or transfer it to a bond, and Licensee shall in any event protect the City's interest in underlying real estate and shall hold the City harmless against any such claims.

17. TERMINATION FOR CONVENIENCE. This License may be terminated either party, with or without cause, for any reason whatsoever, upon ninety (90) calendar days' written notice.

18. TERMINATION FOR CAUSE. If either party wishes to terminate this License for cause (hereinafter "terminating party") due to a breach of this License by the other party (hereinafter "breaching party"), then the terminating party must provide the breaching party with written notice of said failure to perform. The terminating party must give ten (10) working days from the breaching party's receipt of the Notice to Cure for the breaching party to cure or take reasonable action to commence to cure the performance concerns specified. If breaching party does not take appropriate action within the ten (10) day period, then the terminating party may issue a Final Notice to Cure. The breaching party will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the terminating party can terminate the License.

Notwithstanding the foregoing, City may immediately terminate this License, without providing Licensee with notice of default or opportunity to cure, if City determines that Licensee has failed to comply with any of the terms and conditions of this License related to safety, indemnification, or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee, but without an opportunity to cure, if City determines Licensee knowingly furnished any representation, warranty, or certification in connection with the solicitation of Licensee's bid or this License, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

In the event this License is terminated for cause and the City is the terminating party, any monies due from Licensee during the term of this License or any extension thereof, shall, at the option of the City, become immediately due and payable in full. Following termination, the City may immediately retake full possession of the Premises and repair or alter the Premises in such manner as City may deem necessary or advisable to re-license the Premises. Should City need to repair or alter the Premises in such a manner, City shall be entitled to recover damages.

19. INSURANCE. Licensee, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:

- a. **Workers Compensation:** 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 (CGLI):** CGLI coverage with limits not less than \$2,000,000.00 each occurrence or CGLI with limits not less than \$1,000,000.00 each occurrence and Umbrella Insurance in excess of the CGLI of not less than \$1,000,000.00. Such policies shall include product liability coverage and such coverage shall be noted on the Certificate of

Insurance. If such policies do not include product liability coverage, Licensee shall maintain Products Liability coverage with limits not less than \$2,000,000.00.

Said policies shall name the City as an additional insured. Licensee shall provide proof of this insurance to the City within ten (10) days after the signing of this License by the Parties.

- 20. WAIVER OF SUBROGATION.** Licensee releases the City and their respective representatives from any claims for damage that are caused by or result from risks insured against under any insurance policies required to be carried by the Licensee under this License. Licensee agrees to cause the issuers of the insurance policies required to be maintained hereunder to include waivers of the rights of recovery and subrogation.
- 21. PERSONAL PROPERTY LIABILITY.** All property of any kind that may be on Premises during the term of License shall be at the sole risk of Licensee and City shall not be liable to Licensee or any other person for any injury, loss, or damage to property or to any person on said Premises.
- 22. ASSIGNMENT AND SUBLICENSING.** Licensee shall not assign, sublet, or in any manner transfer this License or any portion hereof without the express written consent of the City, however Licensee may assign this License to a successor by merger, to an entity that acquires substantially all of Licensee's assets, or to an affiliate that controls, is controlled by, or is under common control with Licensee without City's consent.
- 23. INDEMNIFICATION.** To the extent permitted by law, Licensee, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or damage to the person, property, or business of Licensee, its agents, employees, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this License shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28. Licensee agrees to indemnify and hold harmless the City, its agents, officers, employees, against any and all claims, demand, cost, and expenses of every kind and nature including reasonable attorney's fees and for the enforcement, defense, or appeals thereof arising from Licensee's performance of the License or any breach or default of Licensee.
- 24. CONDEMNATION.** If the whole or any part of the Premises shall be taken by any public authority by eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and any applicable fees shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were licensed, then, from that day Licensee shall have the right either to terminate this License or to continue in possession of the remainder under the same terms provided in this License, except the rental fee shall be reduced in proportion to the amount of the Premises taken. If Licensee shall fail to terminate this License within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, and this License shall continue for the remainder of the term. If Licensee exercises its right to cancel, all advanced fees paid by Licensee shall be adjusted to the date of said taking. If Licensee fails to exercise its right to cancel, Licensee shall, at its own cost and expense, make the repairs made necessary resulting from said partial taking. Licensee shall receive notice of the commencement of condemnation proceedings within thirty (30) days of the City's notice of their initiation if commenced by a third party, or within thirty (30) days of their initiation if commenced by the City.

- 25. DESTRUCTION OF PREMISES.** If the Premises shall, without fault of Licensee, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, City may, by written notice delivered to Licensee within thirty (30) days after such destruction or damage, elect to rebuild or repair Premises. In such event, this License shall remain in force, and City shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good a condition as they were at the time immediately prior to the destruction or damage. For that purpose, City may enter the Premises, and rent shall abate during the time the Premises are untenable. If City elects not to restore or rebuild, Licensee may terminate this License. If either party so elects, this License shall terminate effective the date of said destruction.
- 26. WATER VESSELS AT BIG TOHO MARINA.** Licensee acknowledges that overnight mooring of water vessels is prohibited at Big Toho Marina and boat repair, boat maintenance, or refueling of water vessels is prohibited at the floating courtesy docks attached to the Big Toho Marina facilities. Licensee agrees to enforce this prohibition to the best of their ability and if the occasion requires will notify the City and appropriate law enforcement officers of the continued violation.
- 27. BREACH.** Failure of Licensee or the City to perform the covenants, conditions, or provisions of the License shall constitute a material default and breach of the Licensee. In the event of any default, the City or the Licensee has the right to seek termination of this License in accordance with the provisions of the Termination for Cause Section above.
- 28. NOTICE.** Any and all notices required by 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:
- | | |
|---|--|
| <p style="text-align: center;">City of Kissimmee
 Steve L. Lackey
 Parks and Recreation
 101 Church Street, Suite 330
 Kissimmee, FL 34741</p> | <p style="text-align: center;">Licensee
 Kissimmee Diner, LLC.
 Db: Matador Taco & Tapa
 Attn: Jorge Espinosa
 120 Broadway
 Kissimmee, FL 34741</p> |
|---|--|
- Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Licensee to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).
- 29. WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this License, nor any failure of the City to exercise any right or remedy under this License shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
- 30. HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

- 31. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 32. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 33. ATTACHMENTS.** Attachments to this License shall be deemed to be incorporated into this License as if fully set forth verbatim into the body of this License.
- 34. NO THIRD PARTIES BENEFICIARIES.** This License shall inure to the benefit of the Parties to this License and is for the exclusive benefit of said Parties. This License shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Licensee.
- 35. RELATIONSHIP OF THE PARTIES; CONSTRUCTION OF LICENSE.** Nothing contained herein shall be deemed or construed as creating a principal and agent relationship or a joint venture between the Parties. The Parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of City and Licensee.
- 36. 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.
- 37. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.
- 38. RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

39. HAZARDOUS SUBSTANCES. Licensee shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Licensee shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any environmental law or regulation. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal maintenance use. If Licensee learns or is notified by any governmental authority that any removal or other remediation of any hazardous substances affecting the Premises is necessary, Licensee shall promptly take all necessary remedial action in accordance with environmental law.

As used in this Paragraph, “hazardous substances” are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, “environmental law” means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

40. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

41. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY’S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this License. In any such action, each party shall be responsible for their own attorney’s fees, including those incurred in appellate proceedings.

42. PUBLIC RECORDS. The Licensee 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 License. As such, the Licensee shall keep and maintain public records required by the City to perform the service.

If the Licensee has questions regarding the application of Chapter 119, Florida Statutes, to the Licensee’s duty to provide public records relating to this License, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

- a. If the City’s Custodian of Records requests records from the Licensee, the Licensee shall provide the 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.
- b. The Licensee 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 License term and following completion of the License if the Licensee does not transfer the records to the City.

- c. Upon completion of the License, the Licensee shall transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the License, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the License, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the License.
 - d. Upon notice to the Licensee of a request to inspect or copy public records relating to a City license, the Licensee shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - e. If the Licensee does not comply with the City's request for records, such failure shall constitute a material breach and the License shall terminate upon notice by the City.
 - f. A Licensee who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10
- 43. ENTIRE LICENSE.** This License constitutes the complete, full, and wholly independent agreement among the Parties with regard to the matters contained herein. This License also supersedes all prior representation, statements, and understandings among the Parties with respect to the matters and things addressed herein, either written or oral.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the _____ day of _____, 2021.

Licensee:

By: _____



WITNESS AS TO LICENSEE:

By: _____



Andrea Campbell



JEANETTE FLAHERTY

CITY OF KISSIMMEE

By: _____

Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT A



Ruby Plaza Café' 201 Lakeside Drive, Kissimmee, FL 34741

Big Toho Marina 69 Lakeview Drive, Kissimmee, FL 34741

EXHIBIT A-1

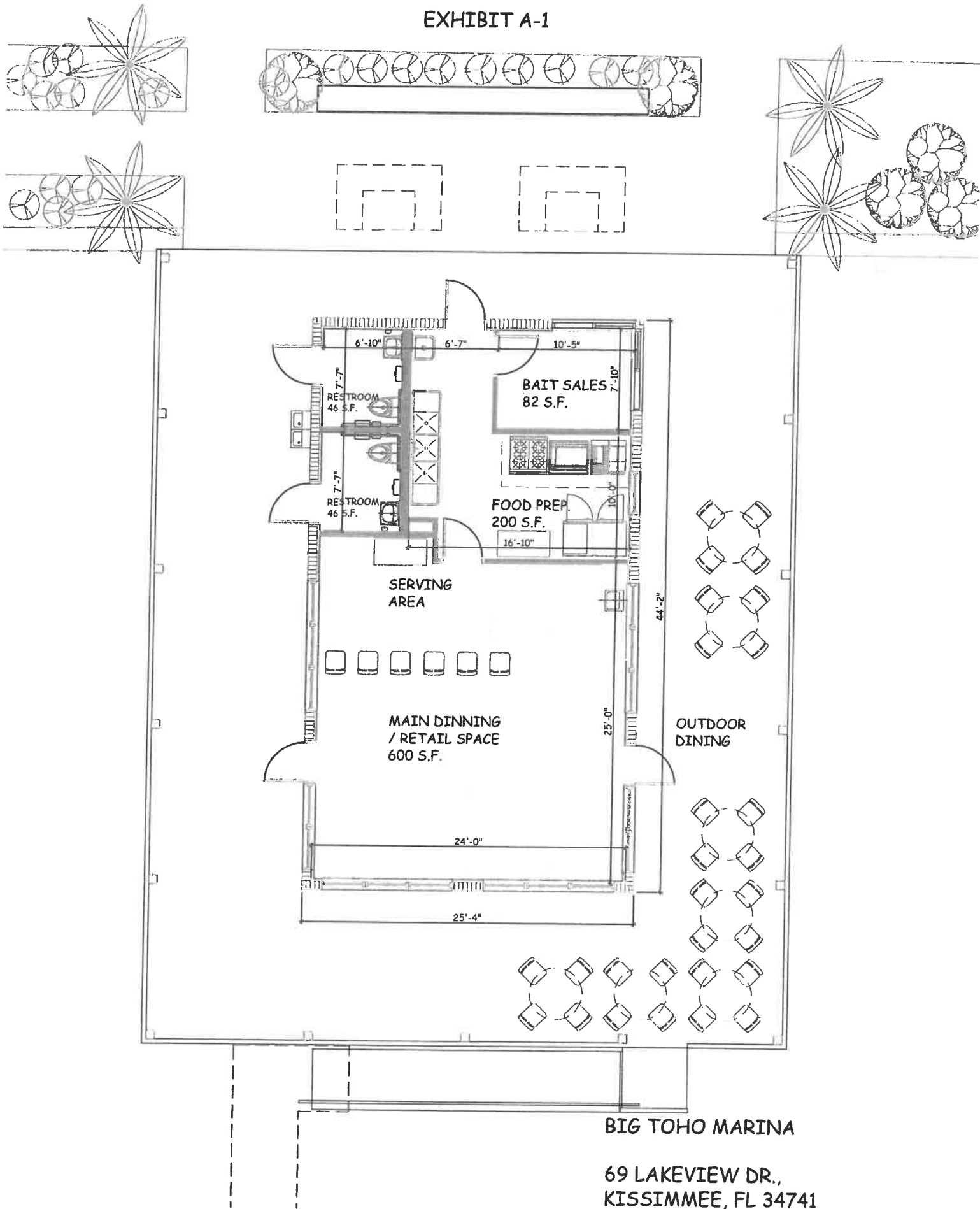


EXHIBIT B

3.0 SCOPE SERVICES

I. OBJECTIVE:

The City of Kissimmee is seeking to enter into a Concession License Agreement with a firm to maintain the food service operation at the following locations in order to provide an amenity to citizens and visitors of the Kissimmee Lakefront Park.

- Big Toho Marina, 69 Lakeview Drive, Kissimmee, FL 34741

Proposals may be for one or both locations. The City of Kissimmee reserves the right to make multiple awards if it is in their best interest

II. DESCRIPTION OF THE PREMISES:

1. Below is a general description of the premises. Attachment A contains a map & floor plan of the locations.

Big Toho Marina

- | | |
|---------------------|---|
| Location: | • 69 Lakeview Drive, Kissimmee, FL 34741 |
| Square Footage: | • Approximately 800 square feet of Food Prep & Service area |
| On-site Amenities: | <ul style="list-style-type: none"> • Kitchen (refrigerator, freezer, grill, stove w/oven, 2 basket fryer & grease trap) • Bait sales area (approximately, 80sq/ft) • 2 live bait wells and pumps come as is, with any replacement at the expense of the licensee • Dining area w/ retail space • Serving Counter • Covered porch w/tables & chairs (7 sets) • Exterior restrooms • Janitor closet |
| Additional Details: | <ul style="list-style-type: none"> • Opened in March 2014 • Premises vacant 10/1/2021 • Previous Concessionaire has used appliances and equipment for sale, as well as marketing collateral. • The sale of live bait is mandatory at Big Toho Marina |

III. **REQUIREMENTS:**

1. Background Checks:

- a. Both Facilities shall require all employees to have a Level 2 background check.
- b. Background checks are mandatory and shall be at the vendors sole cost and expense; no exceptions.

2. Minimum Operating Hours:

1) Big Toho Marina

Mon. – Fri. 5:30 a.m. to 5:00 p.m.,

Sat. – Sun. 5:30 a.m. to 4:00 p.m.

(except for City observed holidays (optional) and other such closure of Lakefront Park), and

Licensee shall remain open to the public for dinner food service at a minimum of three evenings per week.

2) The minimum required hours are non-negotiable.

3) Proposals may include extended hours of operation, which will be set as mutually agreed upon by both parties.

3. Utilities:

- a. Licensee shall pay for electric, water, sewer at Big Toho Marina. Invoiced monthly by City.
- b. City shall pay for electric, water, sewer at Ruby Plaza Café
- c. City does not guarantee the uninterrupted service of the utilities provided.
- d. City provides garbage disposal services at both locations
- e. Licensee shall pay for all other expenses, such as but not limited to long distance telephone charges, telecommunication charges, or cable television.
- f. City shall not be liable in any manner for damages to Licensee's business and/or inventory, or for any other claim by Licensee, resulting from any interruption in utility service, unless such interruption was caused by the sole negligence of the City.

4. Permits, Licenses, and Facility Maintenance:

The Licensee shall be responsible for:

- a. All licenses and permits for operation, including licenses and permits for the sale of alcoholic beverages, which is permitted if in accordance with local and state law.
- b. Maintaining the premises in a clean, orderly and sanitary condition as required by the hygiene codes and standards of the Florida Department of Business and Professional

Regulations (DBPR), the Department of Agriculture and Consumer Services (DACS), and the Department of Health (DOH) <http://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-manager-code-standards.html>.

- c. The daily housekeeping and sanitation services in the food preparation, storage, dining, and serving areas of the Premises, which includes dining furniture, floors, walls up to six (6) feet above floor level, and exterior of hoods, ducts, vents and other equipment and fixtures used by Licensee in food storage and preparation areas.
- d. Collecting and properly packing dry refuse from such areas and placing the packed refuse at site(s) on Premises designated by the City.
- e. Providing the City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need for structural repairs or replacements. Licensee shall be responsible for any such repairs if covered by or resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers or its clients.
- f. Complying with all City policies and standards regarding facility infrastructure.
- g. City will maintain, clean and stock public restroom attached to the premises.

5. Inspections

- a. Premises are subject to inspections by the City of Kissimmee and/or other regulatory agencies.
- b. The Licensee shall notify the City, in writing, within 24 hours of any potential violations which, under the terms of the contract, the City is responsible to correct.
- c. The Licensee is also required to notify the City, in writing, within five (5) working days from the date of inspection of any notices or violations. The City reserves the right to be present during all inspections.
- d. The City shall inspect the premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by Facility Maintenance Division, in cooperation with Parks Division and Licensee may participate in the inspections.
- e. A copy of inspection reports shall be maintained by the Facility Maintenance Division and available upon review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, the City is only responsible for those

items which are considered part of the building or City-owned food service equipment.

6. Equipment:

- a. Equipment located on premises owned by City and used by the Licensee shall be listed on a basic inventory approved jointly by the City and the Licensee at the start of the contract. Subsequent changes, additions, or deletions, to the basic inventory shall be in writing and approved jointly by both parties.
- b. On the renewal date of the contract and at the termination date of the contract, a joint inventory shall be taken by the parties to verify correctness of inventory.
- c. Reasonable care, which includes but is not limited to necessary efforts to maintain premises, improvements, fixtures, etc., shall be exercised in the use of City equipment and, upon contract termination, the Licensee shall yield such equipment in as good condition as received, except for ordinary wear and tear, and damage or destruction beyond Licensee's control and not due to the Licensee or its employees' fault or negligence.
- d. Point of Sale Equipment:
 - 1) There shall be no interfacing or connectivity between Licensee's information technology systems and City's information technology systems.
 - 2) Any credit or debit card transactions for which Licensee may serve as merchant-of-record shall be provided using Licensee's point of sale equipment and Internet connections provided and secured by Licensee.

7. Signs

- a. Any and all signs, brochures, menu boards and advertising, and all print material shall be presented and approved by the City prior to use.
- b. Licensee may, at its own expense, have the name of the business operation on the door, together with the hours of operation and an emergency telephone number, subject to City approval before installation.

8. Modification to the premises:

- a. The City will deliver the site in an "as is" condition. If proposer wished to perform any improvements to the site, it will be their responsibility keeping in mind that it shall require prior written approval by the City, and pursuant to any Federal, State or local permitting regulations. In addition, all such additions,

improvements and fixtures, except Licensee-owned movable furniture and equipment, shall become the property of the City and remain upon the premises and be surrendered at the end of the License.

- b. The Licensee shall provide a written description and plans of any changes or alterations to the buildings and covered porches that will be necessary to meet the program(s) being proposed.
- c. Licensee shall not perform or make any alterations, improvements or additions in or to the premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment, without the prior written consent of City.
- d. Any such approved additions shall be at the Licensee's expense.
- e. License shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the premises undertaken by Licensee.

ITEM 7.H**LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO.1 WITH FDOT FOR THE CONSTRUCTION OF THE TOHO-VALENCIA TRAIL II PROJECT FPN: 439084-1-58-01****Request**

Approval of the attached resolution authorizing the Mayor to execute and deliver the Local Agency Program (LAP) Agreement and the City Manager to execute and deliver any subsequent documentation and amendments to the Florida Department of Transportation (FDOT) for the construction of the TOHO-Valencia Trail II Project, FPN: 439084-1-58-01.

Explanation

Initial funding in the amount of \$254,102 has already been granted by FDOT and accepted by the Commission for this project. This supplemental agreement will provide for an additional \$43,633 which will result in total grant funding of \$297,735. While there is no City match required for this grant, the City will be required to cover ineligible items associated with the project in the amount of \$22,984, bringing the total project to \$320,719. The additional \$22,984 needed will be covered by the remaining funds from a previously completed trail project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145656-506393	PW1837	Increase		\$297,735.00

Financial Summary:

The ineligible costs will be covered by the remaining funds from a previously completed trail project.

Recommendation

Staff recommends the City Commission approve the attached resolution authorizing the Mayor to execute and deliver the LAP Agreement and further authorize the City Manager to execute and deliver any subsequent documentation and amendments to FDOT for the construction of TOHO-Valencia Trail II Project, FPN: 439084-1-58-01.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

City of Kissimmee

Attachment(s):

1. Original Local Agency Program (LAP) Agreement - Toho Valencia Trail II Project
2. LAP Resolution for SA
3. SA #1 439084-1-58-01 (G1W42) City of Kissimmee

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FPN: 439084-1-58-01	FPN: _____	FPN: _____
Federal No (FAIN): D520 058 B	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: SU/LF	Fund: _____	Fund: _____
Org Code: 55054010508	Org Code: _____	Org Code: _____
FLAIR Approp: 088716	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: 780000	FLAIR Obj: _____	FLAIR Obj: _____
County No: 92 Contract No: _____ Recipient Vendor No: F596000348006 Recipient DUNS No: 07-048-1952 Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and the City of Kissimmee ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in TOHO-Valencia Trail II, Along US 192/Mill Slough Bridge to Valencia College Trail, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before April 30, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 286,656.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$254,102.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: Olga Gonzalez
Name: Olga Gonzalez
Title: MAYOR

By: _____
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 439084-1-58-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the City of Kissimmee (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The project scope includes Construction of a 10-foot wide multi-use path along the south side of US 192 and the east side of Denn John Lane. The project limits are along US 192 (State Road 500) from 200 feet east of the Mill Slough Bridge (Bridge #920112) to Denn John Lane and along Denn John Lane from US 192 (State Road 500) to the existing Valencia College trail, 215 feet north of the end construction limit at Boggy Creek Road. The Sidewalk construction includes approximately 0.35 miles of 10-foot wide and 0.03 miles of 8-foot wide concrete shared use path in the City of Kissimmee. Total Length of shared use path is approximately 1,993 feet.

Other construction activities include mobilization, Maintenance of Traffic (MOT), clearing and grubbing, removal of existing concrete, earthwork, drainage construction, pedestrian/bicycle railing, concrete curb and gutter, sidewalk and driveway construction, detectable warning surfaces, sod, and signing and pavement markings.

Drainage improvements include minor ditch modifications, extension of cross drains, and reconstructing mitered end sections.

All pedestrian improvements shall meet the current ADA requirements. Utility coordination will be required during construction and utility work schedules have been developed. The local government shall construct the project within the limits of the existing right of way or easements.

Coordination with Neo City Development will be required.

The multi-use path will be constructed with 6-inch thick, 2,500 psi fiber reinforced concrete. The bid alternate will include the upgraded cost of 6-inch thick fiber reinforced concrete that is not eligible for reimbursement. The Department will reimburse for 4-inch thick, 2,500 psi sidewalks and 6-inch thick, 2,500 psi sidewalks at driveway and curb ramp locations. The Recipient will locally fund the cost of the concrete upgrade.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Based on the Recipient's Elevated financial risk level, this project requires submission and review of the "Project Monitoring Status Report" on a monthly basis; and submission and review of invoices and supporting documentation on a quarterly

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: The City of Kissimmee 101 Church Street, Suite 301 Kissimmee, Florida 34741-5054	FINANCIAL PROJECT NUMBER: 439084-1-58-01
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2020-2021 (Local Agency Program)	\$ 286,656.00	\$ 32,554.00	\$ _____	\$ 254,102.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 286,656.00	\$ 32,554.00	\$ 0.00	\$ 254,102.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 286,656.00	\$ 32,554.00	\$ 0.00	\$ 254,102.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asqarinik

District Grant Manager Name

Signature

Date

basis. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (Bid Opening) by June 22, 2021
- b) Construction Duration of 120 days
- c) Construction to be completed (Final Acceptance) by December 7, 2021

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Agency. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

CEI services for this project are being provided through the District's Continuing Services CEI contract (CSC). Federal funds in the amount of \$86,608.00, representing the negotiated CEI contract amount, have been programmed on the project (Phase 62). Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act). The Recipient will be solely responsible for CEI costs for federally ineligible items that require CEI services.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
 CFDA Title: Highway Planning and Construction
 Federal-Aid Highway Program, Federal Lands Highway Program
 CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
 Award Amount: \$254,102.00
 Awarding Agency: Florida Department of Transportation
 Award is for R&D: No
 Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT G

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE CITY MANAGER IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 1 FOR THE TOHO VALENCIA TRAIL PHASE II- FPN 439084-1-58-01

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

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the Toho Valencia Trail Phase II,

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement for the aforementioned project, FPN 439084-1-58-01.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee that Mike Steigerwald, City Manager is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement for the aforementioned project, FPN 439084-1-58-01

DONE AND RESOLVED this _____ day of _____, 2021.

This Resolution shall take effect immediately upon its passage.

Dated this _____ day of _____, 2021.

ATTEST:

Mayor-Commissioner

City Clerk

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D520 058 B

CONTRACT NO.

G1W42

FEDERAL AWARD DATE

4/13/2021

FPN

439084-1-58-01

RECIPIENT DUNS NO.

07-048-1952

Recipient, City of Kissimmee and State of Florida, Department of Transportation, desires to supplement the original Agreement entered into and executed on April 16, 2021 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name TOHO-Valencia Trail II Length ~1,993 feet

Termini US 192/Mill Slough Bridge to Valencia College Trail

Description of Work:

The project scope includes Construction of a 10-foot wide multi-use path along the south side of US 192 and the east side of Denn John Lane. The project limits are along US 192 (State Road 500) from 200 feet east of the Mill Slough Bridge (Bridge #920112) to Denn John Lane and along Denn John Lane from US 192 (State Road 500) to the existing Valencia College trail, 215 feet north of the end construction limit at Boggy Creek Road. The Sidewalk construction includes approximately 0.35 miles of 10-foot wide and 0.03 miles of 8-foot wide concrete shared use path in the City of Kissimmee. Total Length of shared use path is approximately 1,993 feet.

Other construction activities include mobilization, Maintenance of Traffic (MOT), clearing and grubbing, removal of existing concrete, earthwork, drainage construction, pedestrian/bicycle railing, concrete curb and gutter, sidewalk and driveway construction, detectible warning surfaces, sod, and signing and pavement markings.

Drainage improvements include minor ditch modifications, extension of cross drains, and reconstructing mitered end sections.

All pedestrian improvements shall meet the current ADA requirements. Utility coordination will be required during construction and utility work schedules have been developed. The Recipient shall construct the project within the limits of the existing right of way or easements.

Coordination with Neo City Development will be required.

The multi-use path will be constructed with 6-inch thick, 2,500 psi fiber reinforced concrete. The upgraded cost of 6-inch thick fiber reinforced concrete is not eligible for reimbursement. The Department will reimburse for 4-inch thick, 2,500 psi sidewalks and 6-inch thick, 2,500 psi sidewalks at driveway and curb ramp locations. The Recipient will locally fund the cost of the concrete upgrade.

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SUPPLEMENTAL AGREEMENT**525-010-32
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Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Financial Assistance that includes the authorized and encumbered Federal funding and the Local funding contribution for the project shall be an amount equal to the Recipient's construction contract award amount of **\$320,719.00**. Federal funding is being increased by **\$43,633.00**, which is the difference between the previous federal funding of **\$254,102.00** and the federal-aid eligible portion of the construction award of **\$297,735.00**. Local Funds will be decreased by **\$9,570.00** which is the difference between the federal-aid ineligible portion of the construction award of **\$22,984.00** and the previous Local funding of **\$32,554.00**.
2. Revisions to the federal and local funding attributed to the amounts referenced above are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance, and in Exhibit "E", Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein.
3. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

The remainder of this page intentionally left blank.

LOCAL AGENCY PROGRAM

SUPPLEMENTAL AGREEMENT

ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: The City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741-5054

FINANCIAL PROJECT NUMBER: 439084-1-58-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction						
FY: 2020-2021 (LAP)	\$254,102.00	\$43,633.00	\$297,735.00	\$0.00	\$0.00	\$297,735.00
FY: 2020-2021 (LAP)	\$32,554.00	(\$9,570.00)	\$22,984.00	\$22,984.00	\$0.00	\$0.00
FY: (Insert Program Name)						
Total Construction Cost	\$286,656.00	\$34,063.00	\$320,719.00	\$22,984.00	\$ 0.00	\$297,735.00
Construction Engineering and Inspection (CEI)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$286,656.00	\$34,063.00	\$320,719.00	\$22,984.00	\$ 0.00	\$297,735.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT E**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
 CFDA Title: Highway Planning and Construction
 Federal-Aid Highway Program, Federal Lands Highway Program
 CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
 Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
 Award Amount: \$297,735.00
 Awarding Agency: Florida Department of Transportation
 Award is for: No
 R&D:
 Indirect Cost: N/A
 Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

ITEM 7.I**BID AWARD FOR THE CONSTRUCTION OF THE TOHO - VALENCIA COLLEGE TRAIL II PROJECT, FPN: 439084-1-58-01****Request**

Approval to award the bid for the construction of the Toho Valencia College Trail II Project (FPN: 439084-1-58-01) to Schuller Contractors Inc. of Orlando, Florida in the amount of \$320,718.84.

Explanation

This project will be funded by the Florida Department of Transportation (FDOT) and by local City funds. The City funds will come from a previously completed trail project that had leftover funds available.

This project consists of a concrete trail which will be located 200 feet east of the Mill Slough Bridge and along the eastbound lanes of US 192 ending at the intersection of US 192 / Denn John Lane. The width of the trail is 10 feet and there will be drainage improvements that will include minor ditch modifications, extension of cross drains, and reconstructing mitered end sections. All pedestrian features are to adhere to current ADA standards.

The project was advertised on Sunday, May 26, 2021. Three (3) contractors submitted bids for the construction of the Toho Valencia College Trail Phase II. Bids were opened on June 29, 2021 at 2:00 pm EST with the following results:

Contractor	Base Bid (Total)	Duration (Days)
Schuller Contractors Inc.	\$320,718.84	120
DB Civil Construction	\$357,853.00	120
CM Engineering Services FL	\$374,433.57	120

Based upon the bids received, staff is recommending an award to the low bidder, Schuller Contractors Inc.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145656-506393	PW1837	Increase	\$297,735.00	\$320,719.00
15100334-334490		Increase	\$297,735.00	
11645656-506393	PW1730	Decrease	\$169,644.41	\$22,984.00

Financial Summary:

This project is being funded by a grant from FDOT in the amount of \$297,735. The City is responsible for funding the project's ineligible items in the amount of \$22,984. City funds will come

from a previously completed trail project (PW1730) which had leftover funds. This will require a budget transfer from (PW1730) to (PW1837).

Recommendation

Staff recommends City Commission approval to award the Toho Valencia College Trail Phase II construction contract to Schuller Contractors Inc. of Orlando, Florida in the amount of \$320,718.84.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Contract Toho Valencia Trail II Scanned
2. Local Agency Program (LAP) Agreement - Toho Valencia Trail II Project
3. SA #1 439084-1-58-01 (G1W42) City of Kissimmee
4. Bid_Tabulations_TOHO_Valencia_Trail_Phase_II_-_IFB_2020-008-Appia (R)

CONTRACT

CITY OF KISSIMMEE TOHO-VALENCIA TRAIL II

This Contract, entered into this ____ day of _____, 20____, by and between the City of Kissimmee, Florida, a Municipal Corporation of the State of Florida hereinafter called the Owner, and Schuller Contractors Incorporated, hereinafter called the Contractor.

Witnesseth: That the Owner agrees with the Contractor, as follows:

1. The Contract shall consist of the following, all of which are hereby made a binding part hereof.
 - (a) Advertisement for Bids
 - (b) Instructions to Bidders
 - (c) General Conditions and Special Provisions
 - (d) LAP Division I Specifications
 - (e) Specifications Package
 - (f) Construction Plans Titled: TOHO-Valencia Trail II
 - (g) Specifications and Addenda Nos. 1 and 2
 - (h) Bid Summary
 - (i) Contract
 - (j) FDOT Standard Specifications for Road & Bridge Construction, January 2021
 - (k) Public Construction Bond
 - (l) Appendix A and B
2. The Contractor agrees to furnish all materials and perform all work to complete the construction of the TOHO-Valencia Trail II, as set forth in the component parts of the Contract hereinbefore described, and to the satisfaction of the Owner or his duly authorized representative.
3. Contractor agrees to commence the work to be done under this contract on the date to be specified in the NOTICE TO PROCEED and agrees to complete said work the identified calendar days from and after said date as submitted in the bid. This is a ONE NOTICE TO PROCEED contract.
4. The Owner agrees to pay the Contractor for the faithful performance under this Contract, subject to any additions and deductions as herein provided, the approximate amount of Three hundred twenty thousand seven hundred eighteen and 84/100 Dollars (\$ 320,718.84) based on the estimated quantities and unit or lump sum prices contained herein.
5. Liquidated damages for any failure of the Contractor to complete the Contract work within the Contract time will be assessed in amounts presented in the Liquidated damages section of the LAP Division I Specifications.

6. The contract time is 120 calendar days following issuance of the Notice to Proceed as specified in the SPECIAL PROVISIONS.
7. Time is of the Essence.
8. Insurance Provisions: The successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance with the contract.
- A) Workers' Compensation: The Contractor will provide Workers' Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all their employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

Insurance Company Name:	HUB International Limited
Address	1560 Orange Avenue, Suite 750, Winter Park, FL 32789
Telephone Number	321-397-5844

- B) Comprehensive General Liability: The Contractor will provide all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.

Insurance Company Name:	HUB International Limited
Address	1560 Orange Avenue, Suite 750, Winter Park, FL 32789
Telephone Number	321-397-5844

- C) Comprehensive Automobile Liability: The Contractor will provide for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

Insurance Company Name:	HUB International Limited
Address	1560 Orange Avenue, Suite 750, Winter Park, FL 32789
Telephone Number	321-397-5844

- D) The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

Insurance Company Name:	HUB International Limited
Address	1560 Orange Avenue, Suite 750, Winter Park, FL 32789
Telephone Number	321-397-5844

Certificates of Insurance acceptable to the Owner shall be filed with the Owner upon executing the contract. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. The Contractor shall provide to the Department certificates showing the

required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement.

9. Indemnification. To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the City of Kissimmee and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the City of Kissimmee for the negligent acts or omissions of City of Kissimmee, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

10. Attorney Fees, Venue, Jury Trial: Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.

11. The Parties agree to comply with s.20.055(5) Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF the Parties hereto have executed this Contract in FOUR counterparts, each of which shall be, without proof or accounting for the other counterparts, deemed an original Contract.

CITY: CITY OF KISSIMMEE

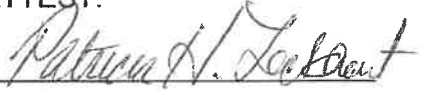
BY: _____
Mayor

ATTEST:

City Clerk
(SEAL)

CONSTRUCTION COMPANY;

ATTEST:



Patricia H. Lockhart, VP/Corporate Secretary



BY: Jonathan Jasiewicz, President

Patricia H. Lockhart, VP/Corporate Secretary

(SEAL)

Approved as to Form and Legality:

BY: _____
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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FPN: 439084-1-58-01	FPN: _____	FPN: _____
Federal No (FAIN): D520 058 B	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: SU/LF	Fund: _____	Fund: _____
Org Code: 55054010508	Org Code: _____	Org Code: _____
FLAIR Approp: 088716	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: 780000	FLAIR Obj: _____	FLAIR Obj: _____
County No: 92 Contract No: _____ Recipient Vendor No: F596000348006 Recipient DUNS No: 07-048-1952 Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and the City of Kissimmee ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in TOHO-Valencia Trail II, Along US 192/Mill Slough Bridge to Valencia College Trail, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before April 30, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 286,656.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$254,102.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: Olga Gonzalez
Name: Olga Gonzalez
Title: MAYOR

By: _____
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 439084-1-58-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the City of Kissimmee (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The project scope includes Construction of a 10-foot wide multi-use path along the south side of US 192 and the east side of Denn John Lane. The project limits are along US 192 (State Road 500) from 200 feet east of the Mill Slough Bridge (Bridge #920112) to Denn John Lane and along Denn John Lane from US 192 (State Road 500) to the existing Valencia College trail, 215 feet north of the end construction limit at Boggy Creek Road. The Sidewalk construction includes approximately 0.35 miles of 10-foot wide and 0.03 miles of 8-foot wide concrete shared use path in the City of Kissimmee. Total Length of shared use path is approximately 1,993 feet.

Other construction activities include mobilization, Maintenance of Traffic (MOT), clearing and grubbing, removal of existing concrete, earthwork, drainage construction, pedestrian/bicycle railing, concrete curb and gutter, sidewalk and driveway construction, detectable warning surfaces, sod, and signing and pavement markings.

Drainage improvements include minor ditch modifications, extension of cross drains, and reconstructing mitered end sections.

All pedestrian improvements shall meet the current ADA requirements. Utility coordination will be required during construction and utility work schedules have been developed. The local government shall construct the project within the limits of the existing right of way or easements.

Coordination with Neo City Development will be required.

The multi-use path will be constructed with 6-inch thick, 2,500 psi fiber reinforced concrete. The bid alternate will include the upgraded cost of 6-inch thick fiber reinforced concrete that is not eligible for reimbursement. The Department will reimburse for 4-inch thick, 2,500 psi sidewalks and 6-inch thick, 2,500 psi sidewalks at driveway and curb ramp locations. The Recipient will locally fund the cost of the concrete upgrade.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Based on the Recipient's Elevated financial risk level, this project requires submission and review of the "Project Monitoring Status Report" on a monthly basis; and submission and review of invoices and supporting documentation on a quarterly

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: The City of Kissimmee 101 Church Street, Suite 301 Kissimmee, Florida 34741-5054	FINANCIAL PROJECT NUMBER: 439084-1-58-01
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2020-2021 (Local Agency Program)	\$ 286,656.00	\$ 32,554.00	\$ _____	\$ 254,102.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 286,656.00	\$ 32,554.00	\$ 0.00	\$ 254,102.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 286,656.00	\$ 32,554.00	\$ 0.00	\$ 254,102.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asqarinik

District Grant Manager Name

Signature

Date

basis. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (Bid Opening) by June 22, 2021
- b) Construction Duration of 120 days
- c) Construction to be completed (Final Acceptance) by December 7, 2021

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Agency. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

CEI services for this project are being provided through the District's Continuing Services CEI contract (CSC). Federal funds in the amount of \$86,608.00, representing the negotiated CEI contract amount, have been programmed on the project (Phase 62). Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act). The Recipient will be solely responsible for CEI costs for federally ineligible items that require CEI services.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
 CFDA Title: Highway Planning and Construction
 Federal-Aid Highway Program, Federal Lands Highway Program
 CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
 Award Amount: \$254,102.00
 Awarding Agency: Florida Department of Transportation
 Award is for R&D: No
 Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT G

FHWA FORM 1273 FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D520 058 B

CONTRACT NO.

G1W42

FEDERAL AWARD DATE

4/13/2021

FPN

439084-1-58-01

RECIPIENT DUNS NO.

07-048-1952

Recipient, City of Kissimmee and State of Florida, Department of Transportation, desires to supplement the original Agreement entered into and executed on April 16, 2021 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name TOHO-Valencia Trail II Length ~1,993 feet

Termini US 192/Mill Slough Bridge to Valencia College Trail

Description of Work:

The project scope includes Construction of a 10-foot wide multi-use path along the south side of US 192 and the east side of Denn John Lane. The project limits are along US 192 (State Road 500) from 200 feet east of the Mill Slough Bridge (Bridge #920112) to Denn John Lane and along Denn John Lane from US 192 (State Road 500) to the existing Valencia College trail, 215 feet north of the end construction limit at Boggy Creek Road. The Sidewalk construction includes approximately 0.35 miles of 10-foot wide and 0.03 miles of 8-foot wide concrete shared use path in the City of Kissimmee. Total Length of shared use path is approximately 1,993 feet.

Other construction activities include mobilization, Maintenance of Traffic (MOT), clearing and grubbing, removal of existing concrete, earthwork, drainage construction, pedestrian/bicycle railing, concrete curb and gutter, sidewalk and driveway construction, detectible warning surfaces, sod, and signing and pavement markings.

Drainage improvements include minor ditch modifications, extension of cross drains, and reconstructing mitered end sections.

All pedestrian improvements shall meet the current ADA requirements. Utility coordination will be required during construction and utility work schedules have been developed. The Recipient shall construct the project within the limits of the existing right of way or easements.

Coordination with Neo City Development will be required.

The multi-use path will be constructed with 6-inch thick, 2,500 psi fiber reinforced concrete. The upgraded cost of 6-inch thick fiber reinforced concrete is not eligible for reimbursement. The Department will reimburse for 4-inch thick, 2,500 psi sidewalks and 6-inch thick, 2,500 psi sidewalks at driveway and curb ramp locations. The Recipient will locally fund the cost of the concrete upgrade.

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**525-010-32
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Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Financial Assistance that includes the authorized and encumbered Federal funding and the Local funding contribution for the project shall be an amount equal to the Recipient's construction contract award amount of **\$320,719.00**. Federal funding is being increased by **\$43,633.00**, which is the difference between the previous federal funding of **\$254,102.00** and the federal-aid eligible portion of the construction award of **\$297,735.00**. Local Funds will be decreased by **\$9,570.00** which is the difference between the federal-aid ineligible portion of the construction award of **\$22,984.00** and the previous Local funding of **\$32,554.00**.
2. Revisions to the federal and local funding attributed to the amounts referenced above are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance, and in Exhibit "E", Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein.
3. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

The remainder of this page intentionally left blank.

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: The City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741-5054

FINANCIAL PROJECT NUMBER: 439084-1-58-01

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PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Design Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
Right-of-Way FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Right-of-Way Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
Construction FY: 2020-2021 (LAP) FY: 2020-2021 (LAP) FY: (Insert Program Name) Total Construction Cost	 \$254,102.00 \$32,554.00 \$286,656.00	 \$43,633.00 (\$9,570.00) \$34,063.00	 \$297,735.00 \$22,984.00 \$320,719.00	 \$0.00 \$22,984.00 \$22,984.00	 \$0.00 \$0.00 \$ 0.00	 \$297,735.00 \$0.00 \$297,735.00
Construction Engineering and Inspection (CEI) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total CEI Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Phase Costs	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
TOTAL COST OF THE PROJECT	\$286,656.00	\$34,063.00	\$320,719.00	\$22,984.00	\$ 0.00	\$297,735.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name:

Title:

Date: _____

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT E**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
 CFDA Title: Highway Planning and Construction
 Federal-Aid Highway Program, Federal Lands Highway Program
 CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
 Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
 Award Amount: \$297,735.00
 Awarding Agency: Florida Department of Transportation
 Award is for: No
 R&D:
 Indirect Cost: N/A
 Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>



City of Kissimmee, Public Works & Engineering

Bid Tabulation

TOHO Valencia Trail Phase II - IFB 2020-008

Description

Bid Summary

Engineer's Estimate	\$268,558.41	Displayed
(1) Schuller Contractors, Inc	\$320,718.84	Displayed
(2) DB Civil Construction, LLC	\$357,853.00	Displayed
(3) CM Engineering Services Florida, LLC	\$374,433.57	Displayed

Bid Tabulations

Line Number	Item ID	Unit	Quantity	Engineer's Estimate		(1) Schuller Contractors, Inc		(2) DB Civil Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section: 1 - Description									
0010	101-1	LS	1.000	\$16,771.640	\$16,771.64	\$23,360.000	\$23,360.00	\$30,000.000	\$30,000.00
MOBILIZATION									
0020	102-1	LS	1.000	\$10,000.000	\$10,000.00	\$5,500.000	\$5,500.00	\$9,000.000	\$9,000.00

Bid Tabulations:

09/22/2021

TOHO Valencia Trail Phase II - IFB 2020-008

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Line Number	Item ID	Unit	Quantity	Engineer's Estimate		(1) Schuller Contractors, Inc		(2) DB Civil Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
MAINTENANCE OF TRAFFIC									
0030	102-60	ED	1,140.000	\$0.250	\$285.00	\$1.000	\$1,140.00	\$0.500	\$570.00
WORK ZONE SIGN									
0040	102-74-8	FD	2,880.000	\$3.660	\$10,540.80	\$1.000	\$2,880.00	\$0.600	\$1,728.00
CHANNELIZING DEVICE- PEDEWSTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)									
0050	110-1-1	LS	1.000	\$18,725.740	\$18,725.74	\$7,200.000	\$7,200.00	\$14,000.000	\$14,000.00
CLEARING & GRUBBING									
0060	110-4-10	SY	908.000	\$19.830	\$18,005.64	\$15.000	\$13,620.00	\$20.000	\$18,160.00
REMOVAL OF EXIST. CONCRETE									
0070	120-1	CY	358.000	\$6.520	\$2,334.16	\$15.000	\$5,370.00	\$35.000	\$12,530.00
REGULAR EXCAVATION									
0080	120-6	CY	607.000	\$9.830	\$5,966.81	\$24.000	\$14,568.00	\$45.000	\$27,315.00
EMBANKMENT									
0090	339-1	TN	3.400	\$156.830	\$533.22	\$1,200.000	\$4,080.00	\$600.000	\$2,040.00
MISCELLANEUS ASPHALT PAVEMENT									
0100	400-1-2	CY	1.360	\$1,338.720	\$1,820.66	\$2,294.000	\$3,119.84	\$2,500.000	\$3,400.00
CONCRETE CLASS I, ENDWALLS									
0110	425-2-61	EA	1.000	\$4,277.680	\$4,277.68	\$3,600.000	\$3,600.00	\$5,000.000	\$5,000.00
MANHOLES, P-8, <10'									
0120	430-174-118	LF	180.000	\$72.490	\$13,048.20	\$103.000	\$18,540.00	\$80.000	\$14,400.00
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD									
0130	430-174-124	LF	5.000	\$80.110	\$400.55	\$254.000	\$1,270.00	\$200.000	\$1,000.00

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Line Number	Item ID	Unit	Quantity	Engineer's Estimate		(1)	Schuller Contractors, Inc		(2)	DB Civil Construction, LLC	
				Unit Price	Extension		Unit Price	Extension		Unit Price	Extension
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD											
0140	430-174-218	LF	135.000	\$93.540	\$12,627.90		\$118.000	\$15,930.00		\$90.000	\$12,150.00
PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18" SD											
0150	430-175-218	LF	13.000	\$99.210	\$1,289.73		\$178.000	\$2,314.00		\$220.000	\$2,860.00
PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18" S/CD											
0160	430-984-125	EA	5.000	\$1,332.400	\$6,662.00		\$1,596.000	\$7,980.00		\$1,900.000	\$9,500.00
MITERED END SECTION, OPTIONAL ROUND, 18" SD											
0170	430-984-625	EA	2.000	\$1,417.630	\$2,835.26		\$1,680.000	\$3,360.00		\$2,000.000	\$4,000.00
MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 18" SD											
0180	515-2-311	LF	54.000	\$66.630	\$3,598.02		\$100.000	\$5,400.00		\$130.000	\$7,020.00
PEDESTRIAN/BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1											
0190	520-1-10	LF	92.000	\$23.430	\$2,155.56		\$40.000	\$3,680.00		\$30.000	\$2,760.00
CONCRETE CURB AND GUTTER, TYPE F											
0200	522-1	SY	1,824.000	\$40.350	\$73,598.40		\$61.000	\$111,264.00		\$54.000	\$98,496.00
CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK											
0210	522-2	SY	219.000	\$55.730	\$12,204.87		\$67.000	\$14,673.00		\$68.000	\$14,892.00
CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK											
0220	524-1-1	SY	4.000	\$58.920	\$235.68		\$304.000	\$1,216.00		\$250.000	\$1,000.00
CONCRETE DITCH PAVT, NON REINFORCED, 3"											
0230	527-2	SF	32.000	\$30.040	\$961.28		\$50.000	\$1,600.00		\$35.000	\$1,120.00
DETECTABLE WARNINGS											
0240	570-1-2	SY	3,944.000	\$2.540	\$10,017.76		\$4.000	\$15,776.00		\$4.000	\$15,776.00

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Line Number	Item ID	Unit	Quantity	Engineer's Estimate		(1)	Schuller Contractors, Inc		(2)	DB Civil Construction, LLC	
				Unit Price	Extension		Unit Price	Extension		Unit Price	Extension
PERFORMANCE TURF, SOD											
0250	700-1-11	AS	4.000	\$349.000	\$1,396.00		\$300.000	\$1,200.00		\$600.000	\$2,400.00
SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF											
0260	700-1-50	AS	1.000	\$242.750	\$242.75		\$150.000	\$150.00		\$400.000	\$400.00
SINGLE POST SIGN, RELOCATE											
0270	700-1-60	AS	6.000	\$27.640	\$165.84		\$100.000	\$600.00		\$100.000	\$600.00
SINGLE POST SIGN, REMOVE											
0280	700-2-60	AS	1.000	\$683.420	\$683.42		\$350.000	\$350.00		\$500.000	\$500.00
MULTI POST SIGN, REMOVE											
0290	711-11-123	LF	32.000	\$2.610	\$83.52		\$25.000	\$800.00		\$12.000	\$384.00
THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT											
0300	711-11-125	LF	18.000	\$4.570	\$82.26		\$35.000	\$630.00		\$24.000	\$432.00
THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK											
0310	711-14-125	LF	33.000	\$16.680	\$550.44		\$55.000	\$1,815.00		\$40.000	\$1,320.00
THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK											
0320	630-2-12	LF	190.000	\$20.550	\$3,904.50		\$25.000	\$4,750.00		\$40.000	\$7,600.00
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE											
0330	1-A	LS	1.000	\$32,553.120	\$32,553.12		\$22,983.000	\$22,983.00		\$35,500.000	\$35,500.00
BID ITEM 522-1 CONCRETE SIDEWALK / TRAIL AND DRIVEWAYS, 4"- ADD 2" OF CONCRETE AND FIBER REINFORCEMENT TO THE SECTION AND BID ITEM 522-2 CONCRETE SIDEWALK / TRAIL AND DRIWAYS,6"- ADD FIBER REINFORCEMENT.											
33 items	Section Totals:			\$268,558.41			\$320,718.84			\$357,853.00	
33 items	Totals:			\$268,558.41			\$320,718.84			\$357,853.00	

Bid Tabulations (cont'd)

Line Number	Item ID	Unit	Quantity	(3) CM Engineering Services Florida, LLC Unit Price	Extension
Section: 1 - Description					
0010	101-1	LS	1.000	\$34,648.420	\$34,648.42
MOBILIZATION					
0020	102-1	LS	1.000	\$13,459.060	\$13,459.06
MAINTENANCE OF TRAFFIC					
0030	102-60	ED	1,140.000	\$0.540	\$615.60
WORK ZONE SIGN					
0040	102-74-8	FD	2,880.000	\$0.330	\$950.40
CHANNELIZING DEVICE- PEDEWSTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)					
0050	110-1-1	LS	1.000	\$55,000.000	\$55,000.00
CLEARING & GRUBBING					
0060	110-4-10	SY	908.000	\$19.000	\$17,252.00
REMOVAL OF EXIST. CONCRETE					
0070	120-1	CY	358.000	\$20.000	\$7,160.00
REGULAR EXCAVATION					
0080	120-6	CY	607.000	\$25.000	\$15,175.00
EMBANKMENT					
0090	339-1	TN	3.400	\$450.000	\$1,530.00
MISCELLANEUS ASPHALT PAVEMENT					
0100	400-1-2	CY	1.360	\$1,922.000	\$2,613.92
CONCRETE CLASS I, ENDWALLS					

(3) CM Engineering Services Florida, LLC

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0110	425-2-61	EA	1.000	\$5,000.000	\$5,000.00
MANHOLES, P-8, <10'					
0120	430-174-118	LF	180.000	\$85.000	\$15,300.00
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD					
0130	430-174-124	LF	5.000	\$90.000	\$450.00
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD					
0140	430-174-218	LF	135.000	\$90.000	\$12,150.00
PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18" SD					
0150	430-175-218	LF	13.000	\$110.000	\$1,430.00
PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18" S/CD					
0160	430-984-125	EA	5.000	\$1,900.000	\$9,500.00
MITERED END SECTION, OPTIONAL ROUND, 18" SD					
0170	430-984-625	EA	2.000	\$2,045.000	\$4,090.00
MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 18" SD					
0180	515-2-311	LF	54.000	\$115.000	\$6,210.00
PEDESTRIAN/BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1					
0190	520-1-10	LF	92.000	\$35.000	\$3,220.00
CONCRETE CURB AND GUTTER, TYPE F					
0200	522-1	SY	1,824.000	\$55.000	\$100,320.00
CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK					
0210	522-2	SY	219.000	\$57.000	\$12,483.00
CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK					

(3) CM Engineering Services Florida, LLC

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0220	524-1-1	SY	4.000	\$85.000	\$340.00
CONCRETE DITCH PAVT, NON REINFORCED, 3"					
0230	527-2	SF	32.000	\$50.000	\$1,600.00
DETECTABLE WARNINGS					
0240	570-1-2	SY	3,944.000	\$3.650	\$14,395.60
PERFORMANCE TURF, SOD					
0250	700-1-11	AS	4.000	\$630.000	\$2,520.00
SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF					
0260	700-1-50	AS	1.000	\$160.000	\$160.00
SINGLE POST SIGN, RELOCATE					
0270	700-1-60	AS	6.000	\$120.000	\$720.00
SINGLE POST SIGN, REMOVE					
0280	700-2-60	AS	1.000	\$900.000	\$900.00
MULTI POST SIGN, REMOVE					
0290	711-11-123	LF	32.000	\$3.250	\$104.00
THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT					
0300	711-11-125	LF	18.000	\$5.400	\$97.20
THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK					
0310	711-14-125	LF	33.000	\$45.000	\$1,485.00
THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK					
0320	630-2-12	LF	190.000	\$29.500	\$5,605.00
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE					

(3) CM Engineering Services Florida, LLC

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0330	1-A	LS	1.000	\$27,949.370	\$27,949.37
BID ITEM 522-1 CONCRETE SIDEWALK / TRAIL AND DRIVEWAYS, 4"- ADD 2" OF CONCRETE AND FIBER REINFORCEMENT TO THE SECTION AND BID ITEM 522-2 CONCRETE SIDEWALK / TRAIL AND DRIWAYS,6"- ADD FIBER REINFORCEMENT.					
33 items	Section Totals:				\$374,433.57
33 items	Totals:				\$374,433.57

ITEM 7.J
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 with the 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 or junked 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. live auction or George Gideon Auctioneers, Inc. online auction.

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. Auction COK10'21

City of Kissimmee
Surplus Property Auction List
Oct-21 GIDEON AUCTIONEERS

Item #	Description	Lot #	Estimate	Current Bid
P463	2008 FORD F150 4.6L V8	P463	2F07P71V58151114	24837
PO463	1000 IT 1000 1000 P463			0/0
P490	2009 FORD F150 4.6L V8	P490	2F07HP71V99134267	20694
PO490	1000 IT 1000 1000 P490			0/0
P0000	OP 000000 P000000			0/0
P0000	000000 PO 00 00 P	0-1400I		0/0
P0000	00000000 00P00-00P 0I000	000-3633		0/0
P0000	000VI 00 2015			0/0
P0000	P00000TIO 10T00000 H00000T 000 0I 000PT000			0/0
P0000	0000 00B000			0/0
P0000	1999 0I00O 000000 0I/000 0I0000			0/0
P0000	00000 P0000I00 00/00000TT 0O0BI 0000	00-T620		0/0
P0000	0T00000 P00OF0000I0000 000000 P00000	0-550		0/0
P0000	0T0 PO 00 0I0T0IB0TO	P080		0/0
P0 /F000I0T00	0H00000 POI0T 0T0TIO		161441001974	0/0
P0 /F000I0T00	0H00000 POI0T 0T0TIO		174341013135	24852
P0 /F000I0T00	0H00000 POI0T 0T0TIO		161441001972	0/0
P0 /F000I0T00	0H00000 POI0T 0T0TIO		162341003072	0/0
P0 /F000I0T00	0H00000 POI0T 0T0TIO		16194100250	0/0
P0 /00	0000 T00I000 0O00T00 P00P	00/0P10500-60		13866

**City of Kissimmee
Surplus Property Auction List
Oct-21 JUNKED**

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ITEM 7.K**LAW ENFORCEMENT PARTNERS DONATION TO THE CITY OF KISSIMMEE POLICE DEPARTMENT****Request**

Approval for the Kissimmee Police Department to accept a donation and commitment from Law Enforcement Partners.

Explanation

Law Enforcement Partners has made donations to the police department for Police Appreciation over the years. They have raised funds through a program to sell advertising space on calendar magnets supporting the police department to businesses throughout the community. These funds will then be used to support a portion of the Police Appreciation special event expenses.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
01500366 366002		Increase	\$3,762.00	
01530203 505255		Increase	\$3,762.00	

Financial Summary:

The check #1354, dated 7/30/2021 for \$3,762.00 would be deposited to: Donation Fund: Public Safety-Police.

Recommendation

The Police Department recommends Commission acceptance of the donation from Law Enforcement Partners.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police

Presenter:

Attachment(s):

1. Law Enforcement Magnets Expires 01-07-21 (SSD Captain)



Law Enforcement Magnets Agreement

Law Enforcement Partners (LEP) agrees to produce a fundraising calendar project for Kissimmee Police Department for the 2022 and 2023 calendar years. Any calendar project for client will be produced solely by LEP. Listed below are the calendar project's terms of agreement.

Within the magnet calendar project, LEP is responsible for the items listed below:

1. Contacting local businesses to gather support.
2. Collecting artwork and payments.
3. Providing ad content proofs to all supporting businesses.
4. Providing a qualified photographer to the agency if requested.
5. Printing the entire calendar in full color.
6. Distributing the calendars to each sponsor.
7. Delivering additional calendars directly to the agency for their own use and distribution.
8. Providing up to 50 magnet calendars to each business for distribution.
9. Providing the Kissimmee Police Department with the names and addresses of the businesses that will be featured on the magnet calendar and allowing the Kissimmee Police Department to reject businesses from inclusion on the magnet calendar, if the businesses do not reflect the values of the Kissimmee Police Department.
10. Discontinuing distribution of the calendar if any business featured on the magnet comes under scrutiny for any activity that does not reflect the values of the Kissimmee Police Department.

In return, the responsibilities of the Client are the following:

1. Provide LEM with a signed "Thank You Letter" to deliver to all sponsors.
2. Affirm LEM's legitimacy as a fundraising company with all questioning businesses.
3. Schedule to have pictures taken and submitted by November 1st. LEM shall only use the photographs provided and approved by the Client.

In the event legal action is commenced, it is mutually agreed that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees and costs,

including those incurred in appellate proceedings. Any legal action shall be brought in Osceola County, Florida and the laws of Florida shall control this Agreement. This Agreement in no way acts as a waiver of Sovereign Immunity pursuant to the laws of Florida.

This agreement is subject to all public records law pursuant to Florida Statute Chapter 119.

Law Enforcement Partners agrees to donate 20% of the collected sales to the fund of the client's choice for the 2022 and 2023 calendar.

Department & Address: Kissimmee Police Dept. 8 N. Stewart Ave. Kissimmee, FL 3474

Print Name: Jeffrey M. O'Dell Signature: [Signature]

Date: 3-18-2021 ^(Client Representative) Email: samantha.scarp@kissimmee.gov

Phone: 407-847-0170 Cell: 321-624-6134

Ext. 3670
Law Enforcement Partners

Printed Name: _____ Signature: _____

Date: _____

Sign and date the enclosed contract and return via fax 270-842-8851, email to camilawenforcementpartners.com, or mail to the above address.

Kissimmee Police Department
Office of the Chief- Supervisory Endorsement


Curtis McGehee
Legal Advisor

☐ APPROVED ☐ NOT APPROVED
☒ RECOMMENDED ☐ NOT RECOMMENDED

Comments: does not need council approval

Date: 3/16/21 3/17/21


Chief Jeffrey O'Dell
Chief of Police

☒ APPROVED ☐ NOT APPROVED
☐ RECOMMENDED ☐ NOT RECOMMENDED

Comments: _____

Date: 3/18/2021

ITEM 7.L

RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4208

Request

Commission approval of the ratification of the collective bargaining agreement (CBA) with the International Association of Fire Fighters, Local 4208 (IAFF) representing the fire fighters, EMT's and paramedics bargaining unit.

Explanation

The City and IAFF have reached agreement on re-opener negotiations for the firefighter's bargaining unit, effective October 1, 2021, through September 30, 2022. Changes to the current agreement include a three percent 3% merit increase, an increase to the incentive pay for administrative Lieutenants, changes made to the fire holiday leave schedule and tuition reimbursement articles, among other changes.

Attached are copies of the contract and a summary of all changes for review. The IAFF's bargaining unit has ratified the respective agreement. Adequate funds have been included in the budget to fund the changes associated with this Collective Bargaining Agreement.

Recommendation

Staff recommends approval of the Collective Bargaining Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. Kissimmee IAFF 2021 Legislative Format PDF
2. Summary of Changes - IAFF CBA

COLLECTIVE BARGAINING AGREEMENT

CITY OF ISSIMMEE

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4208

Plan and File Unit (Cert 1400)

AND

Supervisory Unit (Cert 1401)

Effective October 1, ~~2018~~ 2021 to September 30, ~~2021~~ 2022

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PREAMBLE

This Agreement is entered into between the City of Kissimmee, hereinafter referred to as “City,” or “Employer” and the Kissimmee Professional Firefighters, Local Number 4208, hereinafter referred to as “Union.”

ARTICLE 1
DEFINITIONS

1.1 The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the following bargaining units:

(a) Rank and File unit described in PERC Certification No. 1400 (June 23, 2003):

Included: All full-time certified firefighters in the job classifications of Firefighter and Engineer.

Excluded: Fire Chief, Deputy Fire Chief, Health & Safety Chief, Battalion Chief, Fire Inspector, Lieutenant, Health and Safety Lieutenant, EMS Lieutenant, and all other employees of the City of Kissimmee.

(b) Supervisory unit described in PERC Certification No. 1401 (June 23, 2003):

Included: All full-time certified firefighters in the job classifications of Lieutenant; ~~Health and Safety Lieutenant, and EMS Lieutenant.~~

Excluded: Fire Chief, Deputy Fire Chief, Health and Safety Chief, Battalion Chief, Fire Inspector, Engineer, Firefighter, and all other employees of the City of Kissimmee.

~~Effective August 8, 2016, the Health and Safety Officer was reclassified to the title of Health and Safety Lieutenant. There are no three (3) classes of Lieutenant: Lieutenant, Health and Safety Lieutenant, and EMS Lieutenant. Lieutenants will be assigned to EMS, Training, Operations, or Health and Safety, based upon their qualifications. After August 8, 2016, individuals must be fully qualified in all categories to be promoted to the rank of Lieutenant.~~

1.2 The provisions of this Agreement shall apply to both of the above bargaining units, except where separate provisions are expressly set out for each individual unit.

ARTICLE 2
MANAGEMENT ISSUES

2.1 The Union recognizes that, except to the extent that the Employer has agreed otherwise by the express terms of this Agreement, the Employer retains all the rights and the authority it has previously exercised in the delivery of Fire/EMS services to the citizens of the City of Kissimmee and in the organization and direction of the public employees who provide such services. Nothing in this Agreement shall be deemed to constitute an undertaking by the Employer to guarantee the continuation of any job, operation, or portion thereof, currently performed by unit employees. Nothing in this Agreement shall be deemed a guarantee of employment to any unit employee.

2.2 In accord with the provisions of Section 447.209, Florida Statutes, the Employer retains the exclusive right and authority to determine unilaterally the purpose of each of its constituent agencies to set standards of services to be offered to the public to exercise control and discretion over its organization and operations to direct its employees and to relieve its employees from duty because of lack of work or for other legitimate reasons.

2.3 In accord with Section 447.209, Florida Statutes, the employer retains the following management rights, but only to the extent that they are not limited by the express terms of this Agreement:

- (a) Make and change reasonable rules and regulations
- (b) Determine the basis for selection, retention, and promotion of employees to or for positions inside or outside the bargaining unit
- (c) Determine the qualifications for employees and the contents of job classifications
- (d) Determine the work assignments of employees
- (e) Change or eliminate existing work procedures and equipment utilization
- (f) Transfer, subcontract, or eliminate work, including work performed by bargaining unit members
- (g) Schedule and reschedule working hours, starting and quitting times for employees in the bargaining unit, subject to the express terms of this Agreement.
- (h) Establish and enforce quality and quantity standards and judgment of workmanship required
- (i) Determine services to be rendered
- (j) Determine the locations of business activities including the establishment of new ones and the relocation and/or closing of existing ones.

2.4 It is further agreed that the above detailed enumeration of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

2.5 The Union recognizes and agrees that the Employer retains sole and exclusive rights to manage its affairs in all respects and as to all matters in connection with the exercise of such rights and specifically, that nothing in this Agreement shall be construed as delegating to another the authority conferred by law on any member or official of the City of Kissimmee or in any way abridging or reducing such authority.

2.6 The Union agrees, in recognition of management's rights, not to request the Employer to bargain with respect to the foregoing during the life of this Agreement. However, should decisions on the above matters have the practical consequence of violating the terms and conditions contained in this Agreement, the exercise of such management rights shall not preclude employees or the Union from raising grievances.

2.7 The Employer recognizes that if decisions on the matters listed in Section 2.3 have a direct and substantial impact on the wages, hours, or terms and conditions of employment of bargaining unit employees, the Union has the right, except as provided by law in the case of exigent circumstances, to bargain regarding the impact of such decisions upon bargaining unit employees prior to the implementation of such decisions.

ARTICLE 3
PROBATIONARY EMPLOYMENT

All employees newly hired shall be required to serve a probationary period of 12 months. The Employer may extend the probationary employment period to allow the Employer an extended period of time within which to evaluate the employee's ability to successfully complete probation and become a permanent employee. Newly hired probationary employees do not have a property right in their employment, and may be terminated during the probationary employment period for failure to satisfactorily complete the probationary period, as determined by management. Terminations during the probationary employment period are not subject to the grievance provisions of this Agreement.

Employees promoted to the rank of Engineer and higher shall serve a promotional probationary period of six (6) months. The promotional probationary period may be extended by the Employer.

ARTICLE 4
UNION RIGHTS

4.1 Upon ratification of this agreement by all parties, the City will provide the Union with two copies of the complete collective bargaining agreement in electronic format, one in Word and one in Adobe pdf. At the same time, the City will also provide the Union with one printed copy that is signed and dated. The Union will be responsible for distributing the Agreement to members of the bargaining unit.

4.2 The Union shall have the right to designate one shift steward per shift. The Union shall notify the City, in writing, of the identity of the Union's designated shift stewards.

4.3 The Union shall have the right to designate a President, Vice-President, Treasurer, Secretary, and Trustee. The Union shall notify the City, in writing, of the identity of the Union's new officers.

4.4 Time to Conduct Union Business

- (a)** The Union agrees to conduct Union business outside of normal working hours to the maximum extent possible to minimize potential disruption of the work of unit employees.
- (b)** The Union President, Vice-President, and designated shift stewards will be permitted to use a reasonable amount of official duty time, without loss of pay or benefits, for the following purposes:
 - 1.** To represent a bargaining unit employee, or act as a representative of the Union during a grievance meeting with Employer representatives, as provided for in the grievance procedure.
 - 2.** To consult with management officials or attend meetings with management, when approved or authorized to do so by management.
 - 3.** To be present at any questioning of a bargaining unit employee by a representative of the Employer in connection with an investigation of the employee when the employee reasonably believes that the questioning may result in disciplinary action and the employee requests Union representation.
- (c)**
 - i.** When it is necessary for a Union President, Vice-President, or designated shift steward to meet with an employee of the City of Kissimmee for any other reason not provided for in Section 4.4(b), the Union representative (and the employee, if another employee is involved) shall schedule such meetings or other tasks after work hours, except in cases of emergencies that cannot be postponed.

- ii. If the Union representative and/or employee need to take time during the regular work day to investigate a grievance, or to attend to other Union business, such time will be taken as leave without pay, which shall be subject to the approval of the Battalion Chief of the employee and the Battalion Chief of the Union representative. Approval of unpaid leave for this purpose will not be unreasonably withheld. Provided, however, that Battalion Chief(s) are not required to approve the requested leave if either employee is needed on the job due to the operational needs of the Department. In lieu of requesting leave without pay, the employee and/or the Union representative may use time pool hours in accordance with Section 4.8.

4.5 New Hire Orientation

- (a) During the initial Fire Department orientation period of a new bargaining unit employee, the City will notify the employee that his/her job is in a bargaining unit represented by the Union, will provide the employee with contact information for the Union, and will notify the employee that he/she has the right to join or not join the Union. The Employer will provide the Union with at least seven (7) days notice of the date of the initial orientation.
- (b) A Union representative will be permitted to meet with each new bargaining unit employee during his/her initial orientation period for not more than thirty (30) minutes, in order to discuss Union membership with the employee. The Union representative must schedule the time for this meeting at a time approved by management. At no time will the Union representative use abusive, degrading, or threatening language to coerce an employee to join the Union.

4.6 The Employer will make reasonable efforts to allow up to two members of the Union to rearrange their work schedules, use accrued vacation leave or compensatory time, or take time off without pay, to attend negotiating sessions mutually set to negotiate or renegotiate this Agreement.

4.7 The Union shall be permitted to place, at the Union's expense, one IAFF sticker upon a window of each piece of Kissimmee Fire Department apparatus. Before placing any sticker on Fire Department equipment, the Fire Chief shall approve the size, and content of the sticker, and the location where it is to be placed.

4.8 Union Time Pool

- (a) Employees may volunteer to donate accrued vacation time and accrued compensatory time to a Union time pool. Employees wishing to donate time to the Union time pool will be required to fill out and submit quarterly forms for that purpose that are provided by the Employer.
- (b) The maximum amount of time any employee may donate to the Union Time Pool is forty-eight (48) hours per fiscal year.

- (c) In order to equalize the costs associated with use of time by various employees at different rates of pay, the Employer will convert hours accrued in and used from the Union Time Pool into a dollar equivalent. When an employee donates time to the Union Time Pool, the Employer will convert the time to a dollar equivalent by multiplying the amount of time donated by the donor's regular hourly rate of pay at the time of the donation. That dollar equivalent will be credited to the Union's Time Pool. When time is used from the Union Time Pool, the Employer will calculate the amount to be charged to the Time Pool by multiplying the number of hours used by the regular hourly rate of the employee(s) using the time.
- (d) The Union President, or designee, is required to authorize any use of the Union Time Pool.
- (e) Employees wishing to take time away from their regular duties to use Union Pool Time must request leave in advance, following the normal procedures for vacation leave time requests.

ARTICLE 5
DUES DEDUCTION

5.1 Any member of the Union who has submitted a properly executed written dues deduction authorization to the City Manager (or his designee) may have his membership dues in the Union deducted from his pay. Dues so deducted shall be transmitted to the Union after each pay period, accompanied by a list of those employees' names whose dues are included. It shall be the responsibility of the Union to notify the City Manager, or his designee, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Employer be required to deduct Union fines, penalties, or special assessments from the pay of any member. An employee may revoke his authorization for dues deduction upon thirty (30) days written notice to the Employer and the Union.

5.2 In the event that an employee has not earned enough money in a given pay period to allow the Employer to make all deductions authorized by the employee, the Employer will make deductions in the following order:

First, required tax and social security and Medicare deductions

Second, legally required child support payments

Third, deductions for medical coverage, pension benefits, and other employee benefit programs,

Fourth, Union dues.

In the event that an employee's authorized dues are not deducted because of a shortage in the amount of the employee's pay, the Employer will notify the Union, and the Union will be responsible for collecting the dues that were not deducted.

5.3 The Union agrees to indemnify and hold harmless the Employer, its agents, employees, and officials from and against any claims, demands, damages, or causes of action of any nature whatsoever, asserted by any person, firm, or entity, based upon or related to payroll deduction of Union dues. The term officials as used herein, includes elected and appointed officials.

5.4 For purposes of this Article, the parties recognize that workers compensation indemnity payments are not paid through the City and the City will not be responsible for deducting or collecting Union dues from workers compensation indemnity payments paid to Union members.

ARTICLE 6
BULLETIN BOARDS

6.1 The Employer agrees to furnish all space not to exceed twelve square feet in each work location for the Union to place a bulletin board, which shall be purchased at Union expense. The bulletin board will be consistent in style with the existing bulletin boards in the respective work locations.

6.2 The Union President, or designee, will be responsible for monitoring the bulletin board to assure that all postings are in compliance with the provisions of this article, and for removing outdated material. If the Union President delegates this responsibility, the Union will notify the Fire Chief, or his designee, of the name of the Union representative so designated.

6.3 One Union bulletin board will be used for postings related to both the “rank and file” and the “supervisory” bargaining units.

6.4 The Union bulletin board shall be used only for posting information related to Union business and activities. Examples of items which may be properly posted include, but are not limited to: Union newsletters, notices of Union meetings, notices of recreational and social functions of the Union, information about Union elections, including contract ratification votes, reports of Union committees, and information about Union benefit programs.

6.5 No posting on the Union bulletin board shall contain any political advertisements or endorsements, or anything controversial, or anything reflecting adversely on the City, or any of its employees, officials, its constituents, or independent agencies, or anything which falls outside of the provisions of the City’s Code of Conduct. No materials, notices, or announcements which violate the provisions of this article shall be posted.

6.6 Only Union officers or designated shift stewards are permitted to post notices on the Union bulletin board. Before posting, the Union officer or steward must obtain authorization to post from the Fire Chief or his designee. All postings shall bear the signatures of the Union President or designee and the Fire Chief or designee as proof that the item is an authorized posting. The Fire Chief will not unreasonably withhold approval of the posting of materials. The Employer may remove any item from the bulletin board that has been posted without having first obtained the appropriate signatures.

6.7 Union officers shall be allowed to disseminate information to bargaining unit employees through the use of City email, subject to the restrictions in Sections 6.4 through 6.6.

ARTICLE 7
LABOR MANAGEMENT COMMUNICATIONS

The parties recognize that good communications foster good labor management relations. The parties agree to meet with each other, upon the request of either party, to discuss items of interest to employees or to management. Provided that nothing in this article shall be interpreted to require either party to reopen negotiations on any subject during the term of this Agreement. Unless mutually agreed otherwise, the parties agree to meet a minimum of four (4) times per year. When such meetings are scheduled at the request of the Employer, up to three (3) employees who are Union representatives will be released from work without loss of pay (or compensated at their regular rate of pay if they attend the meeting on a day off). The Employer may authorize additional employees to attend on a paid basis if the Employer determines that the attendance of those employees is needed at the meeting.

ARTICLE 8
GENERAL

8.1 The hourly rate of pay for all bargaining unit members on a 24/48 hour schedule will be determined by dividing their annual salary by 2,912, which shall be considered the number of annual working hours for employees on a 24/48 hour schedule. The hourly rate for all bargaining unit members assigned to a 40 hour schedule will be determined by dividing their annual salary by 2080.

8.2 Pay rates for Fiscal Year ~~2018-19~~ 2021-22 (October 1, ~~2018~~ 2021 through September 30, ~~2019~~ 2022).

~~(a) Cost of Living Increase. All bargaining unit employees who remain employed as of the date of ratification of this Agreement will receive a two percent (2%) cost of living increase, effective October 1, 2018 or their date of hire if it is after October 1, 2018.~~

~~(b) Step Plan Progression Increase. In addition to the cost of living pay increase,~~ Eligible bargaining unit employees will progress one step in pay as follows:

1. Employees who have been employed at the City for at least one year as of September 30, ~~2018~~ 2021, who remain employed as of the date of ratification of this Agreement, and who received a meets expectation or above annual evaluation between October 1, ~~2017~~ 2020 and September 30, ~~2018~~ 2021, will receive a three percent (3%) [one step] increase effective October 1, ~~2018~~ 2021.
2. Employees who have been employed at the City for less than one year as of September 30, ~~2018~~ 2021, who remain employed as of the date of ratification of this Agreement, and who receive a meets expectation or above annual evaluation will receive a three percent (3%) [one step] increase effective on the anniversary of their date of hire.

~~**8.3** Pay rates for Fiscal Year 2019-20 (October 1, 2019 through September 30, 2020).~~

~~(a) Cost of Living Increase. All bargaining unit employees who remain employed as of the date of ratification of this Agreement will receive a two percent (2%) cost of living increase, effective October 1, 2019 or their date of hire if it is after October 1, 2019.~~

~~(b) Market Equity Adjustment. All Engineers and Lieutenants who remain employed as of the date of ratification of this Agreement will receive a five percent (5%) market equity adjustment effective October 1, 2019.~~

~~(c) Step Plan Progression Increase. In addition to the pay increases provided above, eligible bargaining unit employees will receive a one step progression in pay increase as follows:~~

- ~~1. Employees who have been employed at the City for at least one year as of September 30, 2019, who remain employed as of the date of ratification of this Agreement, and who receive a meets expectation or above annual evaluation between October 1, 2018 and September 30, 2019, will receive a three percent (3%) [one step] increase effective October 1, 2019.~~
- ~~2. Employees who have been employed at the City for less than one year as of September 30, 2019, who remain employed as of the date of ratification of this Agreement, and who receive a meets expectation or above annual evaluation will receive a three percent (3%) [one step] increase effective on the anniversary of their date of hire.~~

~~8.4 Pay Rates for Fiscal Year 2020-21 (October 1, 2020 through September 30, 2021).~~

~~(a) Cost of Living Increase. All bargaining unit employees who remain employed as of the date of ratification of this Agreement will receive a two percent (2%) cost of living increase, effective October 1, 2020 or their date of hire if it is after October 1, 2020.~~

~~(b) Step Plan Progression Increase. In addition to the cost of living pay increase, eligible bargaining unit employees will progress one step in pay as follows:~~

- ~~1. Employees who have been employed at the City for at least one year as of September 30, 2020, who remain employed as of the date of ratification of this Agreement, and who receive a meets expectation or above annual evaluation between October 1, 2019 and September 30, 2020, will receive a three percent (3%) [one step] increase effective October 1, 2020.~~
- ~~2. Employees who have been employed at the City for less than one year as of September 30, 2020, who remain employed as of the date of ratification of this Agreement, and who receive a meets expectation or above annual evaluation will receive a three percent (3%) [one step] increase effective on the anniversary of their date of hire.~~

8.5 Step Plans. ~~The~~ step plans for Firefighter, Engineer, and Lieutenant for ~~FY 2018-19, FY 2019-2020, and FY 2020-21~~ FY 2021-22¹, ~~are~~ is shown in Appendix B.

¹ The rank caption in the step plans refers to the base rate pay for the rank of Firefighter, Engineer, and Lieutenant respectively. Those Firefighters, Engineers, and Lieutenants who are certified as solo status paramedics will also receive the paramedic incentive provided in Section 8.9.

Progression through the step plans will only occur as provided in this article. There will be no further progression in the step plan beyond September 30, ~~2021~~ 2022, and the step plan will be held in abeyance until such time as it is renegotiated.

- 8.6** If the pay increases provided in this article cause an employee's pay level to exceed the maximum of the step plan, the excess amount over the maximum shall be paid as a one-time supplemental payment, not added to or included in the employee's base rate of pay, but included in the employee's overtime rate of pay.

8.7 Eligible bargaining unit employees will be paid a longevity bonus under one of the following plans:

- (a) Longevity Plan – Eligible bargaining unit employees who have been employed at the City of Kissimmee for ten (10) years or longer as of December 1 are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 to 14 years service	\$300
15 to 19 years service	\$400
20 to 24 years service	\$500
25 or more years of service	\$600

In order to be eligible to receive this longevity bonus, an employee must receive an "effective" level (or its equivalent) or higher evaluation score, and must not have received any discipline higher than a written reprimand during the 12 month period preceding December 1.

- (b) Grandfather Clause – In lieu of the longevity plan set out in Section 8.7 (a), employees who have been continually employed with the City longer than five (5) years as of December 1, 1999 will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing 9 years of service. In order to receive this longevity bonus, the employee must receive an "effective" level (or its equivalent) or higher evaluation score and must not have received any discipline higher than a written reprimand during the 12 month period preceding December 1. The 1999 bonus level will continue unless the plan level in Section 8.7(a) would increase the employee's bonus amount. Longer term employees receiving longevity pay based on more than 2% of their 1999 salary will continue to receive that dollar amount unless the longevity pay under the Section 8.7 (a) plan is greater.

8.8 Employees who hold the following certifications, licenses, or designations and submit proof to the employer thereof by September 30th will be paid an incentive during the month of December for the calendar year past. Partial year certifications submitted by September 30th will be paid a prorated incentive based upon the number of months of certification divided by 12.

In cases of pro-rata incentive payments, the amount due will be calculated using the following:

- Certifications must be earned on or before the 15th of the month in order for an employee to be eligible for the incentive that month.
- Newly hired employees who are eligible for an incentive shall receive the incentive for the first month of employment only if the employee began work on or before the 15th of the month.
- Terminated employees who are eligible for the incentive will be paid the incentive for the last month of employment if they remain employed through the 16th of the month. Employees who leave service on the 15th of the month or sooner will not receive the incentive payment for the last month of service.

To receive these incentives, an employee must be actively providing services as a firefighter, as defined in Section 112.81(1), Florida Statutes. An employee who is injured in the line of duty and temporarily unable to provide services will be considered to be actively providing services for the purposes of this article. If an employee is actively providing services for less than an entire year, the incentive will be prorated, based on the employee's term of service.

Employees must be employed in the Fire Department on September 30 to be eligible to receive the applicable incentive(s) during the month of December.

If an eligible employee terminates his or her employment on or after October 1, the employee is eligible to receive a pro-rated portion of their applicable incentive(s) based upon the number of months that the employee both worked and held the certification. The incentive pay will be requested on the termination PAF at the time of the employee's termination. The employee's name will still be included on the incentive Pay listing sent to Finance, but a memo attached to the listing will state that the employee has already received the incentive, in order to assure that the incentive is not paid twice.

- (a)** The following certifications, licenses, or designations are compensated as long as maintained by the employee.

Fire Inspector Certificate	\$500.00 per year
Fire Instructor Certificate	\$500.00 per year

- (b)** The following certifications, licenses, or designations are compensated as long as maintained by the employee and the employee is actively involved with the delivery of these programs as determined by the Fire Chief or his/her designee.

CPR Instructor	\$300.00 per year
ACLS Instructor	\$500.00 per year
Paramedic Training Officer (PTO)	\$2.08 per hour
Paramedic Preceptor	\$1.25 per hour
SCBA Service Technician	\$500.00 per year
Live Fire Instructor	\$750.00 per year

For the purposes of this article, a Paramedic Training Officer (PTO) is an individual selected by, and acting under the supervision of the Medical Director, to train, mentor, and supervise KFD employees who are seeking paramedic status as described in Section 8.9. Employees will be paid this per-hour rate in their regular paycheck.

The designation Paramedic Preceptor is limited to individuals who are not on probation and have been a KFD paramedic for a minimum of one (1) year and are precepting institutional paramedic students regardless of where they are in their program. Employees will be paid this per hour rate in their regular paycheck.

- (c) The following departmental designations are compensated as long as maintained by the employee, provided the employee holds course completion certificates at the Technician Level for the following State of Florida approved courses: Rope Rescue, Confined Space, Vehicle/Machinery Rescue, and Trench Rescue. For Hazardous Materials Technician, the employee must maintain a current State of Florida Hazardous Materials Technician certification.

Special Operations Technician who holds the class certificates as currently written and is permanently assigned to a Special Operations unit (Currently Squad 11/Rescue 11 and Tower 11/Rescue 15): \$1,000 per year

Special Operations Technician not permanently assigned to a Special Operations Unit:
\$500.00 per year

Hazardous Materials Technician \$500.00 per year

Management reserves the right to change what units are designed Special Operations units and at which Fire Stations they are located.

8. (a) All certified paramedics cleared to function in solo status will receive an annual paramedic incentive in the following amounts, in addition to their base rate of pay as set forth in the step plan included in the appendix to this Agreement.

Beginning FY 2018-19	\$8,000
Beginning FY 2019-20	\$8,500
Beginning FY 2020-21	\$9,000
Beginning FY 2021-22	\$9,250

The incentive will be paid as “additional pay”, and will be divided over twenty six (26) pay periods per annum.

- (b) An employee will be entitled to the paramedic incentive when he/she successfully completes the skills assessment as prescribed by the Medical Director. The determination of whether an employee has successfully completed the prescribed

skills assessment shall rest solely with the Medical Director, and shall not be subject to the grievance or arbitration provisions of this Agreement.

- (c) If successful completion of the skills assessment is achieved on the first attempt within ninety (90) calendar days of the date of state paramedic certification (in the case of existing employees), or of the date they are assigned to shift (in the case of new hires), then the incentive will be applied retroactively back to the date of certification (for existing employees) or the date assigned to shift (for new hires). If successful completion of the skills assessment is not achieved on the first attempt, but is achieved on a later attempt, the incentive will be effective as of the date of the immediately previous attempt of the skills assessment²

8.10 Lieutenants assigned to Administration will receive a ~~\$2.60~~ \$3.00 per hour incentive for all time worked in Administration.

² If the date of the skills check-off is delayed through no fault of the employee, the ninety (90) day window will be extended.

ARTICLE
UNIT CLASSIFICATION

1 When an Engineer, Lieutenant, or Battalion Chief is unavailable, qualified personnel may ride out of grade (“ride up”) on a temporary basis to fill the vacancy. The Employer shall designate the person who will “ride up.”

2 Employees will be required to meet the minimum qualifications to “ride up” as defined in the SOGs.

3 Any employee assigned out-of-class (“ride up”) for training purposes shall be supervised by a qualified employee. The employee assigned out of class (“ride up”) for training purposes shall receive his/her normal rate of pay during the training assignment.

- 4 (a) Employees working above their pay grade as an Engineer will receive a \$1.60 per hour “ride up” incentive (except for persons who are in training as set out in Section 9.3).
- (b) Employees working above their pay grade as a Lieutenant will receive a \$1.80 per hour “ride up” incentive (except for persons who are in training as set out in Section 9.3).
- (c) Employees working above their pay grade as a Battalion Chief will receive a \$2.00 per hour “ride up” incentive (except for persons who are in training as set out in Section 9.3).

5 Absent an emergency situation, employees may not “ride down” in a lower rank to meet minimum staffing requirements.

TITLE 10
UNIFORM AND ETIME

10.1 Scheduling.

- (a) Bargaining unit employees will be assigned by the Employer to one of the following work schedules:
- 24 hour shift -- The 24 hour shift schedule shall consist of an average 56 hour work week (averaged on an annual basis at 2,912 hours per year), with each week divided into three shifts (A, B, and C shift). The work schedule for each shift shall be 24 hours long. These shift employees will be scheduled to work for 24 hours, and then have 48 hours off. The start time for each shift is 7:30 a.m.
 - 40 hour employees – These employees will be scheduled to work a 40 hour per week schedule (2,080 hours per year). Employees may be temporarily assigned to a 40 hour per week work schedule. The Employer has the right to determine the starting and quitting time of each 40 hour employee.
- (b) The Employer shall determine the number of employees to be assigned to each of the above work schedules, and to each shift or Battalion, in compliance with Article 19 Staffing.
- (c) The Fire Chief or his designee may reassign or transfer any employee, particularly in cases of emergency or when operational needs require that specific employees be selected. However, the Fire Chief may, at his option, first ask for volunteers. In cases where volunteers are used, if there are not enough volunteers for the change, the employer may require employees with the lowest seniority to accept the schedule/shift change. If there are more volunteers than needed, the Employer will select the volunteer(s) with the highest seniority. Subject to the provisions of this subsection, the Employer shall determine which employees are to be assigned to each shift or work schedule.
- (d) The Employer will notify the affected employee(s) at least forty-eight (48) hours in advance of any changes in the employee's regular work schedule or shift assignment, including standby duty and overtime assignments, except in cases of emergency, or when such adjustments are made to minimize overtime pay, or when operational needs do not allow time for notification.
- (e) The Employer may adjust an employee's starting or quitting time or scheduled work days within a work period in order to avoid or minimize overtime pay where a pre-planned or scheduled change in the employee's normal working schedule could otherwise result in overtime pay. Examples where the employer is permitted to adjust work schedules under this provision include but are not limited to:

- adjustments to accommodate training schedules
- adjustments to accommodate the transfer of employee(s) from one shift to another (e.g. A shift to B shift)
- adjustments to accommodate the transfer of employee(s) from one work schedule to another (i.e., 56 hour schedule to 40 hour schedule, or vice-versa)

However, because of the nature of the work of the Fire Department, employees are sometimes called out near the end of the shift to respond to fire alarms or calls for emergency medical services. Because of the need to provide prompt, effective, and professional service to the citizens of Kissimmee, the crew may sometimes need to stay later than the normal end of the work shift to complete work on the call. In addition, employees are sometimes required or asked to work an additional shift or work an extra duty assignment. Nothing in this subsection is intended to allow the employer to require an employee in such a situation to work fewer hours on another shift in order to avoid or minimize the payment of overtime compensation.

- (f) Except in case of emergency as decided by the Fire Chief (or his designee) or Battalion Chief, no employee shall work more than 48 consecutive hours. After 48 consecutive hours of work, the employee must receive at least 8 hours off before again reporting for work.

10.2 Overtime Pay

(a) Employees will be paid overtime compensation as provided for by the Fair Labor Standards Act, as the same may be amended from time to time. For purposes of calculating overtime, the Employer uses a 14 day work period, with employees generally being entitled to overtime for all hours worked over 106 hours in the 14 day period.

(b) For work performed outside of the regular work schedule to be considered as time worked for purposes of overtime pay calculations, the employee must be told or permitted to work in advance by a management official (acting Battalion Chief or higher). No employee may authorize overtime for himself/herself.

(c) Overtime will be compensated by overtime pay calculated at a rate of one and one-half times the employee's regular rate of pay for each hour of overtime worked. Alternately, with the mutual consent of the employer and employee, the employer will award the employee compensatory time at the rate of one and one-half hours of leave for each hour of overtime worked, in lieu of overtime pay.

(d) Employees may only accrue unused compensatory time up to a maximum of 480 hours. When an employee accrues the maximum possible compensatory leave, the employee shall be paid for all overtime hours at a rate of one and one-half times the employee's regular rate of pay. The Employer can require an employee to use accrued compensatory leave, provided the employee is given at least 48 hours advance notice. Accrued compensatory time must be used before using accrued vacation leave.

(e) Time spent on vacation leave and compensatory time shall be considered as hours worked for purposes of overtime calculation. Time spent on sick leave and funeral leave is not considered as hours worked for purposes of overtime calculation. For Administrative Lieutenants, time spent on vacation leave, holiday leave, and compensatory time shall be considered hours worked for purposes of overtime calculation.

10.3 Scheduling Overtime

(a) The Employer shall use a seniority/overtime list to distribute overtime assignments, except where operational needs require that the Employer call on a certain employee or group of employees.

(b) The Employer shall maintain a seniority/overtime list by rank for each shift. The overtime lists shall list each person in a particular rank on the shift in order of seniority, from most senior to least senior. Overtime shall be offered to the applicable employee on the off-going shift's list first. As each employee is asked, his/her name shall be placed at the bottom of the overtime list, whether he or she accepts the overtime or not. An employee's name will not be moved to the bottom of the overtime list if the employee is unable to accept the overtime assignment because of a commitment to work a previously approved time exchange, or because of any other scheduling commitment previously authorized by the Employer. If there are not enough volunteers from the off-going shift, then the employees on the other non-duty shift shall be offered overtime in the same manner. If there are still not enough volunteer personnel to work the overtime, the employer will require employees to work overtime. The Employer will go to a separate "Mandatory List" to assign the overtime. The Mandatory List will be in reverse order of the regular overtime list from the junior fire fighter to the senior lieutenant. The overtime will be assigned in order of the list. As an employee receives mandatory overtime he/she will be marked off and the list will be picked back up at that mark for the next occurrence of mandatory overtime. Due to staffing needs it may be required to move down the list to mandatory an employee for a position that needs filled such as lieutenant, engineer, or paramedic.

(c) The Employer has the right to require any employee to work overtime, and to schedule overtime as needed. Upon request, the Employer will make reasonable efforts to relieve an employee from the requirement to work overtime when the employee has a valid reason for not working the overtime and when there is another qualified employee who is willing to work the overtime.

10.4 Rounding for Pay Calculations

Time worked will be rounded up to the next quarter hour for payroll computation purposes.

10.5 Call Back Pay

An employee who is called back into work after he/she has been relieved from duty and has left the Fire Department work location is entitled to a minimum of two hours of pay at the applicable rate.

10.6 SERP deployment crew personnel on any deployment will be paid at a daily rate of a full 24 hours from time of activation to the time of demobilization, not just “work hours.” This agreement is based upon the parties’ understanding of relevant FEMA rules for reimbursement as of May 26, 2021. In the event of a change in FEMA or State Fire Marshal rules affecting this agreement, the parties will return to the bargaining table to address the change.

TITLE 11
COMPENSATORY TIME

11.1 In accordance with FLSA regulations, and with the mutual consent of the employer and employee, employees may be granted compensatory time off in lieu of overtime pay. An hour and one-half of compensatory time will be accrued for each hour of overtime worked.

11.2 The maximum amount of compensatory time that may be accrued is 480 hours.

11.3 Use of Accrued Compensatory Time

(a) Employees wishing to use accrued compensatory time shall make a request to their Battalion Chief at least 48 hours in advance of the time that the employee wishes to use the leave time.

(b) Requests for unplanned use of compensatory leave shall be made to the battalion chief before 1930 hours the evening before. Such requests shall be granted on a first-come, first-serve basis and shall be approved based on the operational needs of the shift or division for the time period requested as determined by the Fire Chief or designee.

(c) Accrued compensatory time must be used before using accrued vacation time.

11.4 Payout of Compensatory Time

Upon termination of employment for any reason (resignation, retirement, layoff, dismissal), employees shall be paid for all accrued compensatory time at the employee's rate of pay at the time of the separation.

ARTICLE 12
LIDEE BENEFIT

Twenty-Four Hour Shift Employees

12.1 Bargaining unit employees who work 24-hour shifts may be scheduled to work on City recognized holidays, and shall be compensated for holidays via a fire holiday leave ~~bank~~ accrual.

12.2 Holiday Accrual

Twenty-four-hour shift employees will accrue and utilize ~~hours in the~~ fire holiday leave ~~bank~~ as follows:

(a) ~~Employees who are employed as of January 1 will accrue 192 hours of “holiday leave” on January 1 which will be credited to a holiday leave bank. Effective October 1, 2019, employees who are employed as of January 1 will accrue 216 hours of “holiday leave” on January 1 which will be credited to a holiday leave bank. Effective October 1, 2020 2021, 24 hour shift employees who are employed as of January 1, will accrue 240 hours of “fire holiday leave” on January 1, which will be credited to a holiday leave bank. The 240 hours are composed of 12 hours for each of the ten (10) “City recognized holidays” (120 hours) and 12 hours for each of the ten “City additional holidays” (120 hours).~~

(b) Twenty-four-hour shift employees who are hired after January 1 will be credited with a quarterly prorated number of “fire holiday leave” hours, according to the following schedule:

Quarter Hired	Leave Credited
Jan-Mar	All holiday leave
Apr-Jun	2/3 holiday leave
Jul-Sept	1/3 holiday leave
Oct-Dec	No holiday leave

~~(c) — If a new employee is hired after October 1st no “holiday leave” hours will be accrued for that calendar year.~~

12.3 Use of Holiday Leave Bank Hours

Employees may use their fire holiday leave ~~bank~~ hours under the same terms and conditions as vacation leave. However, any employee who terminates employment with less than five (5) years service with the Department, who has used more than half of his/her accrued fire leave hours in the six-month period preceding termination of employment, will be required to reimburse the City for any hours used in excess of fifty percent of his/her total accrued holiday leave hours. The reimbursement will be taken from any compensation owed to the employee at

termination. If the amount of compensation offered is insufficient to reimburse the City for the amount offered, the employee will be required to reimburse the City out of pocket.

12.4 Any fire holiday leave hours that are not used by the end of the calendar year are forfeited, and the accrued but unused time cannot be liquidated for cash. Employees who separate their employment with the City shall not be compensated for any accrued but unused fire holiday leave.

12.5 Cancellation of Previously Approved Holiday Leave

(a) An employee may cancel previously scheduled fire holiday leave by providing written notice to his or her battalion chief, at least forty-eight (48) hours prior to the commencement of such leave.³ Except in the case of the actual date of a holiday which is recognized by the City (as opposed to the date on which it is observed), fire holiday leave may be cancelled by the employee with less than forty-eight (48) hours written notice upon mutual agreement of the employee and his or her battalion chief.

(b) The Fire Chief or his designee may, at any time, cancel an employee's previously scheduled fire holiday leave in case of an emergency or circumstances beyond the control of the Fire Department.

Forty Hour Non-Shift Employees

12.6 Holiday Leave

(a) Bargaining unit employees who work a forty-hour non-shift schedule are not scheduled to work on the observed City recognized holidays and shall be compensated for holidays via holiday leave. When a City recognized holiday falls on a Saturday, the preceding Friday shall be designated as the official holiday for that year. When the holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year.

(b) In addition, on January 1, forty-hour non-shift employees will accrue ten (10) eight-hour days (eighty (80) hours total) of "additional holiday". This replaces the provisions on the same subject of CP303.03 Employee Compensation, Benefits, & Leave (Holidays).

(c) Forty-hour non-shift employees hired after the first day of January will be credited with a pro-rated amount of additional holiday according to the following schedule:

<u>Quarter Hired</u>	<u>Leave Credited</u>
<u>Jan-Mar</u>	<u>All additional holiday leave</u>

³ Email is acceptable to expedite the required notice. However, the email must be followed up with a signed memorandum for documentation.

<u>Apr-Jun</u>	<u>2/3 additional holiday leave</u>
<u>Jul-Sept</u>	<u>1/3 additional holiday leave</u>
<u>Oct-Dec</u>	<u>No additional holiday leave</u>

12.7 Employees may use their additional holiday leave hours under the same terms and conditions as vacation leave.

12.8 Any additional holiday leave hours that are not used by the end of the calendar year are forfeited, and the accrued but unused time cannot be liquidated for cash. Employees who separate their employment with the City shall not be compensated for any accrued but unused additional holiday leave.

12.9 Cancellation of Previously Approved Leave

(a) An employee may cancel previously scheduled additional holiday leave by providing written notice to his or her battalion chief, at least forty-eight (48) hours prior to the commencement of such leave.⁴

(b) The Fire Chief or his designee may, at any time, cancel an employee's previously scheduled leave in case of an emergency or circumstances beyond the control of the Fire Department.

⁴ Email is acceptable to expedite the required notice. However, the email must be followed up with a signed memorandum for documentation.

TICLE 13
CATION LE

13.1 Eligibility

(a) All permanent, full time employees will accrue vacation leave in accordance with the provisions of this article.

(b) Probationary employees will accrue vacation leave monthly from their initial date of hire, but are not authorized to use the accrued vacation leave until they have completed six months of service.

13.2 Accrual

(a) Employees working 24 hour shifts shall accrue vacation leave based on the following schedule:

<u>Years of Continuous Service City</u>	<u>Annual Accrual</u>
Initial hire through 5-year anniversary	5 24-hour shifts
6th year through 10th anniversary	6 24-hour shifts
11th year through 15th anniversary	7.5 24-hour shifts
16th year through 20th anniversary	8.5 24-hour shifts
After 20 years or more	10 24-hour shifts

(b) Employees working a forty (40) hour weekly schedule shall accrue vacation leave based on the following schedule:

<u>Years of Continuous Service City</u>	<u>Annual Accrual</u>
Initial hire through 5-year anniversary	6.66 hours (10 days per year)
6th year through 10th anniversary	8.0 hours (12 days per year)
11th year through 15th anniversary	10.0 hours (15 days per year)
16th year through 20th anniversary	11.33 hours (17 days per year)
After 20 years or more	13.33 hours (20 days per year)

(c) **Maximum Accrual** – Employees may accrue up to three (3) times the employee's current annual accrual rate. However, in the event that an employee leaves City employment, he or she will only be eligible for payment for a maximum of two (2) times the employee's current annual rate (e.g., an employee with 8 years of service could only be paid for a maximum of 288 hours). Employees shall receive no other compensation in lieu of taking such vacation leave.

13.3 Selection of Vacation Dates

(a) Between November 15 and December 15 of each calendar year, the employer will confer with the employees by seniority to review the employees' requests for vacation dates for the period from January 1 to December 31 of the following year. Employees who advise the

employer of their preferred vacation dates during that time period will have those requests reviewed and approved based upon the employee's seniority as defined in Article 18 of this Agreement, and the operational needs of the shift for the time period requested in accordance with the following procedure:

1. The Employer will prepare a "vacation calendar" for the year, or other documentation, which indicates the number of employees on each shift and/or job classification that can be on vacation at one time, based on the operational needs of the department.

2. For vacations to be taken in odd years, the Employer will confer with each employee about the employee's selection of vacation dates in order of seniority in rank. For vacations to be taken in even years, the Employer will confer with each employee about the employee's selection of vacation dates in order of seniority within the department.

3. The Employer and the employee may confer by telephone, e-mail, or any other mutually agreed method of communication. The employee will be able to review the vacation calendar to determine which dates are available for selection. After reviewing available dates, the employee will advise management of his/her selection.

4. If the dates selected by the employee are available, the Employer will note the employee's selection of those dates on the vacation calendar. This information will be available to all employees reviewing the vacation calendar, so that they know which dates remain open for selection. The Employer will then confer with the employee with the next highest seniority about selection of vacation dates, and continue in like manner until all employees have selected their preferred vacation dates.

5. During the priority vacation selection period, from November 15 to December 15, employees will be limited to the greater of the amount of unused vacation the employee has accrued as of the day of selection, or one (1) year of vacation accrual at the employee's current rate of accrual. However, employees may split the use of their vacation time into two time periods, provided that no time period requested shall be less than a minimum of 24 hours (one shift) and the total request shall not exceed a maximum of 5 consecutive 24 hour shifts. The Employer will confer with employees by seniority to obtain the first choice requests for use of vacation time from each employee. Once all employees have had the opportunity to make a first choice, the Employer will confer with employees by seniority to obtain any second choice requests. Second choice requests will be reviewed and approved in the same manner as first choice requests (based on the employee's seniority in employment with the City, and the operational needs of the shift for the time period requested.) Once all employees have had the opportunity to make a second choice, the Employer will review and approve third choice requests, and will continue in like manner until all requests have been reviewed.

(b) Requests for vacation dates that are submitted after December 15 shall be reviewed on a first come, first serve basis, and approved based on operational needs of the shift for the time period requested. In the event that two or more requests for the same time are received on the same date, the employee having higher seniority in employment with the City shall be given priority.

(c) Requests to take vacation time must be in increments of 24 hour shifts, except that when vacation time is being used to attend school the request may be for less than 24 hours, when permitted by the Battalion Chief

(d) Requests to take vacation time in the following December may continue into January as long as the time is continuous. (Example: In December 2004, an employee requests to take vacation time beginning on December 27, 2005 and continuing until January 10, 2006. This request is permissible, even though it extends past the normal vacation request period, because the request begins in December and continues into January without interruption.)

13.4 Unplanned Use of Vacation Leave

(a) Unplanned use of Vacation Leave specifically covers requests other than the selection of vacation dates pursuant to Section 13.3.

(b) Except with the approval of the Fire Chief or his designee, vacation leave shall be taken in segments of not less than twelve (12) hours.

(c) An employee requesting use of vacation leave shall complete the Payroll Exception Form, get it approved by their immediate supervisor, and submit it to their Battalion Chief at least 48-hours in advance of the leave that the employee requested.

(d) Requests for unplanned use of vacation leave shall be made to the Battalion Chief before 1930 hours the evening before. Such requests shall be granted on a first-come, first-serve basis, (with the exception of Section 13.3) and shall be approved based on the operational needs of the shift or division for the time period requested as determined by the Fire Chief or designee.

(e) The parties agree that Section 13.4 can be reopened for negotiation by either party at any time during the term of this Agreement should it be demonstrated that Section 13.4 causes undue hardship on either party. The agreement shall remain in effect as written until such negotiations are completed.

13.5 Upon separation from employment in good standing, employees who have at least six months of service with the City will be paid for vacation leave accrued and not taken at the employee's regular hourly rate of pay.

13.6 Cancellation of Previously Approved Vacation Leave

(a) An employee may cancel previously scheduled vacation leave by providing written notice to his or her Battalion Chief, at least forty-eight (48) hours prior to the commencement of such leave.⁵ Except in the case of the actual date of a holiday which is recognized by the City (as

⁵ Email is acceptable to expedite the required notice. However, the email must be followed up with a signed memorandum for documentation.

opposed to the date which it is observed), vacation leave may be cancelled by the employee with less than forty-eight (48) hours written notice upon mutual agreement of the employee and his or her Battalion Chief.

(b) The Fire Chief or his designee may, at any time, cancel an employee's previously scheduled vacation leave in case of an emergency or circumstances beyond the control of the Fire Department.

TITLE 14
SICK LEAVE

14.1 Sick Leave Accrual

- (a) Employees shall accrue sick leave at the rate of twelve (12) hours per month.
- (b) Employees may accrue up to 720 hours of sick leave.

14.2 Employees may use sick leave under the following circumstances:

- (a) When the employee is not able to work due to the employee's personal illness, pregnancy, or non-occupational injury
- (b) When the employee is not able to work because of the need to attend to a child or spouse who is ill
- (c) When the employee is responsible for the care of a member of the immediate family who has a serious illness. (For the purposes of this article, immediate family is defined as the employee's spouse, mother, father, sister, brother, half-sister, half-brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, legal guardian, and grandchildren.)
- (d) When the employee or his/her child has an appointment with a physician or dentist.

14.3 Authorization for Sick Leave

(a) To be eligible for sick leave, an employee must notify the on-duty Battalion Chief no later than 2200 hours the evening before to between the hours of 0600 and 0630 the morning of their scheduled shift if they cannot report to duty due to illness. An employee will not be paid sick leave for any day that the employee fails to timely notify the on-duty Battalion Chief of his/her intended absence. An employee who reports sick prior to the beginning of a shift will be charged for a minimum of twelve (12) hours of sick leave. An employee must notify the on-duty Battalion Chief each day of absence due to use of sick leave, unless the nature of the illness or injury resulting in the use of sick leave is expected to cause the employee to be absent more than three (3) work days, in which case the expected duration of the absence will be communicated to the on-duty Battalion Chief. Employees who are absent for more than one work week shall notify the on-duty Battalion Chief of their status at least once each week.

(b) Employees shall schedule physician, dentist, optometric, and similar medical appointments (including appointments for children) on their off-duty days. Sick leave will not be approved if the reason why the appointment or visit could not be scheduled on an off-duty day is attributable to the employee. If it becomes necessary, through no reason attributable to the employee, to take time off for a medical appointment, the employee requesting sick leave shall be required to provide the Battalion Chief with an explanation of why the appointment or visit could

not be scheduled on an off-duty day. The scheduling conflict must not be attributable to the employee for sick leave to be approved. In any event, if approved, the employee must take the sick leave in either twelve (12) hour increments from 0730 hours to 1930 hours or 1930 hours to 0730 hours, or eight (8) hour increments from 0730 hours to 1530 hours or 1530 hours to 2330 hours or 2330 hours to 0730 hours, unless otherwise approved by the Battalion Chief.

(c) The Employer is responsible for authorizing sick leave in every instance, and may verify that the reasons for use of sick leave are valid and in accordance with this article.

14.4 Medical Certificates

(a) The Employer may require a medical certificate signed by a licensed physician to substantiate a sick leave request for sick leave of any duration if the employee in question has demonstrated a pattern of absence from duty and has been advised in writing that a certificate could be required as a result.

(b) For planning purposes, when an employee or the Employer expects the employee to be absent due to illness or injury for more than five (5) shifts, the Employer may require the employee to submit a statement from the attending physician estimating the expected duration of the illness or injury.

(c) Certification to Return to Work -The Fire Chief may require any employee who is absent for two (2) or more consecutive shifts, or who has suffered an injury or undergone surgery, to provide a medical certificate stating that the employee is medically able to return to duty, and whether there are any work restrictions on the employee upon his/her return to work.

(d) The employee is responsible for paying any costs associated with obtaining the medical certificates and/or statements required by this section.

14.5 Refund of vacation time will not be allowed for an illness incurred while on vacation leave. However, when an employee provides proof that he/she was admitted on an overnight basis to a hospital for a serious illness or injury that effectively ended the employee's ability to use his/her vacation time for vacation purposes, the employee will be permitted to substitute sick leave for vacation leave.

14.6 Paid sick leave is a privilege accorded to employees who are not able to perform duties for the Employer due to illness or non-work related injury. An employee on sick leave shall normally be required to stay at his/her residence or authorized location during his/her normal tour of duty, except for:

- (a) obtaining professional medical treatment
- (b) performing physical therapy and/or exercise prescribed in writing by his or her physician as part of his or her recovery/treatment plan., in which case a copy of the prescription must be submitted to his or her Battalion Chief prior to commencing such activity

(c) a visit to a pharmacy to fill a prescription for treatment of the condition that keeps the employee from reporting to work.

The Employer recognizes that there will be valid circumstances whereby an employee may not be able to perform duties for the Employer due to illness or non-work related injury, but may nonetheless be ambulatory. In those circumstances, the employee shall inform the Battalion Chief of the particular circumstances. The Battalion Chief shall review the circumstances to determine whether the employee will be required pursuant to this provision to stay at his/her residence during the employee's normal tour of duty.

14.7 Medical Leave buy-back will be in accordance with City policy. ~~the City of Kissimmee Administrative Rules and Regulations.~~

14.8 Under no circumstances will sick leave use be permitted for elective cosmetic surgery not specifically covered in the City of Kissimmee healthcare provider agreement. However, sick leave may be used for elective eye surgery.

ARTICLE 15
PENSION PLAN

15.1 Bargaining unit employees will continue to participate in the existing Fire Department Pension Plan.

15.2 The Parties agree to modify the existing Fire Department Pension Plan by adopting the Stop-Restart study (Foster and Foster) dated 12/3/12, which will result in the following pension benefit changes for all employees:

- (a) Increase vesting from 5 years partial to 10 year cliff vesting (all or nothing).
- (b) Increase early retirement reduction to a true and actuarial reduction for future early retirees.
- (c) Increase the number of years for the average final compensation period from the last three (3) years to best five (5) years out of the last ten (10) years.
- (d) One half of the excess state money reserves (\$478,123 as of 9/30/12) will be utilized by the City to offset costs.⁶
- (e) An ad hoc COLA will be granted as set forth in the Ad Hoc COLA Analysis dated 12/3/12.

15.3 In addition to the benefit changes for all employees in Section 15.2, the following benefit changes will affect only those employees hired on or after January 1, 2013.

- (a) Decrease the benefit multiplier from 3.23% to 3.00%.
- (b) Increase the member contribution rate from 1% to 3%.
- (c) Increase the normal retirement date from 50 years of age with 10 years of service, or any age with 25 years of service, to 55 years of age with 10 years of service, or any age with 30 years of service.
- (d) Increase the early retirement date from 40 years of age with 10 years of service, to 50 years of age with 10 years of service.
- (e) Require the member to reach 55 years of age with 10 credited years of service, or 27 years of credited service regardless of age, to be eligible for credit for prior military service.

15.4 Upon ratification of this Agreement, a proposed City ordinance modifying the Fire Department Pension Plan will be drafted, and submitted to the Division of Retirement of the Florida Department of Management Services ("Division"), for review.

⁶ The numbers in Section 15.2(d) could potentially change based upon the final actuarial study conducted prior to submitting plan modifications to the Division for approval.

15.5 In the event that the Division rejects any part of the proposed pension modifications, this article shall be deemed null and void, and the parties agree to return to the bargaining table to continue pension negotiations.

15.6 For the purposes of retirement calculations, the normal work assignment for employees on 24/48 hour schedules is 2912 hours annually. Effective upon ratification of the collective bargaining agreement, the definition of “salary” in the Firefighters’ Retirement Plan shall be revised to include payments for overtime worked in addition to the normal work assignment in excess of 300 hours per calendar year.

ARTICLE 16
TUITION REIMBURSEMENT

16.1 The City may, within available funds and budgetary restraints, reimburse up to one hundred per cent (100%) of the tuition costs incurred by an employee taking approved courses of instruction in pursuit of an approved degree or diploma at an approved institution of higher learning. Approval will be determined by the City Manager, Fire Chief, and Human Resources & Risk Management Director. Nationally and regionally accredited institutions may be authorized for use under this article.

16.2 The following items outline requirements and/or stipulations placed on the reimbursement of an employee's tuition expenses:

(a) The employee must be a full time, regular employee throughout the duration of the coursework.

(b) Educational training can include Associate, Bachelor, or at the City Manager's discretion, Master's degree coursework.

(c) Tuition reimbursement for each class within the educational program will be restricted, based on its relationship to the job held by the employee and its degree of value to the City, as determined by the Employer.

(d) Notice to Employer:

1. For budget planning purposes, any employee interested in obtaining tuition reimbursement must turn in a preliminary notice of intent to request tuition reimbursement to the Fire Chief by April 1 for the following fiscal year (October 1 to September 30). This preliminary request does not need to identify the specific course the employee plans to take. Employees turning in this preliminary request form are not obligated to attend class.

2. At least 30 days before the date the employee intends to enroll in a class, employees seeking tuition reimbursement must apply using forms developed by the Employer. Employees must submit a separate form for each class taken. Requests for tuition reimbursement for master's degree courses must be accompanied by a memorandum to the City Manager justifying the applicability of the coursework to the employee's current position with the City.

(e) Subject to the percentage limits set out in Section 16.2(f), tuition reimbursement will be made at the rate of tuition per credit hour at the University of Central Florida or Valencia College, whichever is applicable. If a course of study is not available at a state institution, tuition assistance may be authorized for a course taken at a private college. However, the rate of reimbursement will still be the rate of tuition per credit hour at the University of Central Florida or Valencia College, whichever is applicable. The maximum amount of tuition reimbursement available under this article is \$1,300 per fiscal year.

(f) The employee must receive a satisfactory passing grade (Pass in a pass-fail system, or a grade of “C” or above in a graded system) in order to receive any tuition reimbursement. Subject to the limits set out in Section 16.2(e), the following percentage of tuition will be reimbursed upon receipt of proof of grade and tuition payment:

Grade of A (or pass)	100% of amount allowed for in Section 16.2(e)
Grade of B	100% of amount allowed for in Section 16.2(e)
Grade of C	75% of amount allowed for in Section 16.2(e)

(g) Payment of the tuition reimbursement amount will be made when the employee provides proof of payment of the tuition and copies of his/her grade for the course to the Human Resources & Risk Management Department.

(h) There will be no reimbursement for textbooks, supplies, incidental fees, or late fees.

16.3 Any employee using the tuition reimbursement program will reimburse the City for tuition expenses in the event that the employee does not remain employed with the City for a designated period after course completion.

(a) The applicable time periods are:

1. Employees taking classes to meet the requirements for an associate degree shall be required to reimburse the City for tuition expenses paid by the City if the employee does not remain employed for at least two years following the date that the course ended.

2. Employees taking classes to meet the requirements for a bachelor’s degree or master’s degree shall be required to reimburse the City for tuition expenses paid by the City if the employee does not remain employed for at least four years following the date that the course ended.

(b) In the event that an employee must return funds to the City under this provision, the amount that the employee is required to return will be calculated on a pro-rata basis as follows:

1. The employee will be required to pay 50% of the amount for each year of service not completed for those classes where the employee is expected to stay at the City for at least two years.

2. The employee will be required to pay 25% of the amount for each year of service not completed for those classes where the employee is expected to stay at the City for at least four years.

16.4 Employees are required to use off-duty time to attend any course of instruction that is not required by the City.

TITLE 17
SAFETY, HEALTH, and B B ELATED INDUSTRIES

17.1 Safety Equipment

The City will continue to provide proper and necessary safety equipment and devices for employees engaged in hazardous work. When such equipment and devices are provided, they must be used. Failure by employees to utilize provided equipment may result in disciplinary action and loss of workers' compensation benefits.

17.2 Employee Safety Awards

The City may institute employee safety award programs. Safety awards may be made either to groups or to individuals and will normally be made in recognition of praise-worthy or outstanding safety performance.

17.3 Accident Reporting

(a) All employees are responsible for immediately reporting to their supervisor all injuries or accidents that occur on the job. An accident report must be completed and turned in to the Human Resources & Risk Management Department before close of the next business day. If the incident occurs over a holiday or weekend, the accident report should be submitted no later than twelve noon on the next business day.

(b) Reporting is required for any property damage, vehicular accident, and/or employee injuries that require first aid treatment or more. In addition, all vehicular accidents, serious injuries, or fatalities require immediate notification of the appropriate law enforcement agency, the Risk Manager, and the employee's supervisor.

17.4 Worker's Compensation

(a) In the event of a work related injury or illness, the employee must fill out an accident report form, have it signed by his/her supervisor, and bring it to the Human Resources & Risk Management Department. Arrangements for medical care will be made through the Human Resources & Risk Management Department. The employee will be given a physician's report form to take to the physician, requesting current information on the diagnosis and restrictions surrounding the injury or illness. In emergency situations, an injured employee will be taken to the emergency room and the supervisor must handle the associated paperwork. Any ongoing treatment or physician reevaluation must be scheduled through the Human Resources & Risk Management Department.

(b) When an employee is allowed to return to work subject to restrictions on his/her movement, lifting abilities, or similar physical limitations, it is presumed that the restrictions apply to the employee's activities both on and off duty. Employees are expected and required to comply with the restrictions imposed by the physician whether they are on or off duty, unless the physician has expressly stated that the restrictions apply only on duty.

(c) In the event that an employee will be out for an extended period of time, the Department may need to fill the vacancy. Such requests must be submitted to the Human Resources & Risk Management Director for review. When reasonably practicable, the Employer will meet with the employee to review the situation before making a final decision to fill the employee's position. Determination will be made based on the recuperation status of the injured employee and the need to replace. Vacancies of less than thirty (30) days will not be considered for replacement, except under extreme coverage difficulties.

(d) When an employee's position is filled, he/she will be considered for the next available Department position, in that classification. In addition, the employee will be considered for other vacancies for which he/she may be qualified.

(e) In accordance with Florida state workers' compensation regulations, if an injured employee is off work longer than seven (7) days, he/she will be paid 66-2/3% of their average weekly wage. The average weekly wage is based on the previous thirteen (13) weeks' salary, including overtime, standby, and incentive pay.

(f) An employee may decide to use sick and/or vacation leave for any portion of the lost time not covered under workers' compensation. This must be coordinated through the Human Resources & Risk Management Department.

(g) Any employee who is not receiving a payroll check is responsible for all deductions for dependent medical and dental care, supplemental life and/or accident insurance, employee retirement contributions, and credit union payments. The Human Resources & Risk Management Department will assist in coordination of these payments.

17.5 Light Duty

(a) In the discretion of the City Manager, light duty assignments may be provided to employees who are physically unable to perform their normal duties. However, the City is under no obligation to create a light duty assignment if no such assignment is currently available.

(b) Hours of Work. Employees who are placed in a light duty assignment will normally be assigned to a forty (40) hour work week.

(c) Off Duty Injuries. Employees who are injured off the job (not a worker's compensation injury) will be compensated only for hours worked, up to forty (40) hours, when placed in a light duty assignment. Such employees may use sick leave, vacation leave, or fire holiday leave to make up their normally scheduled hours. However, those employees must exhaust any sick leave accumulated before using vacation leave or fire holiday leave.

17.6 The parties agree to comply with all applicable requirements of Section 633.810, Florida Statutes, relating to the establishment and implementation of a workplace safety committee.

17.7 Personal equipment that is specifically assigned to an individual employee shall not be loaned out to a person other than the person to whom the equipment is assigned, except with the permission of the Employer and the person to whom the equipment is assigned.

ARTICLE 18
SENIORITY

18.1 Seniority of a bargaining unit employee will be determined by the employee's date of continuous, full time, permanent employment in a rank covered by the rank and file or supervisory bargaining unit in the Department.

(a) Seniority of personnel within ranks/positions will be determined by the date the employee was promoted or certified to the title he/she holds. In the event two or more employees have the same promotion/certification date, seniority shall first be established in accordance with examination ranking (position on the list). If this process results in two or more personnel having identical seniority, then the drawing of lots will be utilized to determine seniority.

18.2 Seniority and the employment relationship shall terminate when:

- (a) The employee resigns or is discharged
- (b) The employee is absent without approved leave for two consecutive work shifts (in the case of a shift worker), or three (3) eight-hour days (in the case of a forty (40) hour per week employee)
- (c) The employee fails to return to work at the end of an approved leave of absence (including but not limited to vacation leave, sick leave, FMLA leave, or any other approved paid or unpaid leave.)

18.3 Lay-off and or Force Reduction

(a) Whenever it becomes necessary to lay off an employee or group of employees due to lack of work, employees will be laid off in inverse order of their seniority within the rank affected by the layoff, unless management determines that laying off in that order will adversely affect the operational needs of the Department.

(b) Employees affected by a lay-off will have the right, in accordance with their seniority, to transfer or downgrade (commonly known as "bumping") or to take the lay-off.

1. Affected employees shall have five (5) calendar days, from the date they receive notification from management of their lay-off, to notify management whether they desire to bump or take the lay-off. In the event that the Employer notifies the employee of the layoff by mail, the notification will be sent via U.S. Mail with return receipt requested to the employee's address on file at the City's personnel department. If the employee does not receive notice because he/she does not have their current address on file at the personnel department, or because he/she fails to accept delivery of the letter, the employer will treat the letter as delivered on the fifth day after it was mailed. The employee's time to exercise his bumping rights will run from that date.

2. If the employee chooses to bump, the employee shall within the said five (5) calendar days, identify the job position which is the subject of the bump. If the employee possesses the

Qualifications for that position, and has greater seniority within the Department (as defined in Section 18.1 above) than the present occupant of that position, and the bump will not adversely affect the operational needs of the Department, the bump shall take effect within five (5) calendar days from the notification.

3. An employee bumping to a different job classification ("job 2") shall be placed on a trial period of not less than ninety (90) days. If, in the opinion of the Employer, the employee cannot satisfactorily perform the duties of the position to which the employee has bumped, the employee will be laid off, with no further bumping rights. In that event, the employee who was bumped by the employee who did not satisfactorily perform in the "job 2" position will be offered the opportunity to return to that job (subject to the bumping rights of any other employee who has more seniority.)

4. An employee bumping to a job classification which is lower than the employee's present job classification will be paid at his present pay rate or the maximum rate of the lower classification, whichever is lower.

(c) Recall of laid-off employees will be made by seniority.

(d) In order to be eligible for recall, the employee must have maintained his or her certifications, and must keep the Employer advised of his or her current address. Employees shall be recalled by written notification by certified mail, return receipt requested to their last known address. Recalled employees shall notify the Employer if their desire to return to work within five (5) days of receipt of the recall notice and must return to work within twenty one (21) days from receipt of the recall notice.

(e) The Employer is only required to recall an employee to the last classification that he/she previously held in a permanent capacity. If an employee refuses a job with the Employer in any classification in which he/she was previously employed, the employee shall lose all further recall rights.

(f) An employee will be kept on the callback list for one (1) year from the date of the employee's layoff. After this period, the Employer will no longer be obligated to recall the employee.

(g) When an employee is laid off, the employee's seniority shall be frozen during the period of time that the employee retains recall rights. If the employee is recalled, the employee retains the seniority he/she had prior to the layoff.

(h) New hire probationary employees have no right to recall under this provision.

18.4 An employee's seniority shall only entitle the employee to the rights expressly provided for in this Agreement.

ARTICLE 1
STAFFING

1.1 The Employer agrees that it will adequately staff all equipment with due regard for the needs of the community, the safety of bargaining unit employees, the requirements of the apparatus, and similar relevant factors. The Union has the right to provide written input to the Employer about staffing needs.

1.2 The station Lieutenant (or acting station Lieutenant) shall be responsible for vehicle assignments within his or her own crew. Management reserves the right to modify such assignments as necessary, provided crew safety is not compromised.

ARTICLE 20
TIME EXCHANGE

20.1 For purposes of this article, a “time exchange” is defined as a voluntary agreement between two employees to “trade” or “exchange” the time that they are normally scheduled to work. The parties acknowledge that time exchanges are done voluntarily by the employees involved in the exchange.

20.2 Subject to the requirements of this article, employees may voluntarily exchange times provided that:

- (a) The time exchange does not interfere with the regular operations of the Department
- (b) It is requested and approved by their immediate supervisor or the on-duty supervisor at their assigned duty station not less than 12 hours in advance. Upon approval the immediate supervisor shall notify the on-duty Battalion Chief.
- (c) The time exchange does not result in any additional cost or expense to the Employer.
- (d) The employee filling in during the time exchange must be fully qualified to perform all of the regular duties of the person requesting the time exchange.

20.3 An employee who wishes to exchange a scheduled time is solely responsible for locating a willing and qualified person with whom to make the exchange, and for timely submitting all documentation necessary to obtain authorization for the exchange.

20.4 Any employee wishing to exchange scheduled time must submit a completed “Notice for Time Exchange” to their immediate supervisor and forward such request to the Battalion Chief not less than 12 hours in advance of the proposed time exchange. The Battalion Chief, in his/her sole discretion, may accept a Notice submitted with less than 12 hours advance notice of the proposed time exchange. The Notice shall include the name of the employee who will be filling in during the time exchange. The employee filling in during the time exchange must be fully qualified to perform all the duties of the person requesting the time exchange. The Battalion Chief will promptly review the “Notice for Time Exchange” and advise the employees involved whether the exchange has been approved. If the person filling in is qualified to work the time exchange, the Battalion Chief will not deny the request for a time exchange except in an emergency, or in some other case for extraordinary cause.

20.5 When an employee of lower rank fills in for another employee, the employee who is filling in will not receive “ride-up” pay, and the employee who requested the exchange will not be allowed to function below his/her rank to repay the time exchange.

20.6 In the event that an employee who is supposed to fill in during a time exchange is unable to do so, that employee is responsible for notifying the normally scheduled employee’s supervisor of the situation. The employee who is supposed to fill in will also be required to contact

the employee who was scheduled to work to notify that employee of the situation. The employee who was originally scheduled to work shall then report for work as scheduled, if that employee is available.

20.7 In cases where the employee who was scheduled to work cannot be located or is otherwise unable to work, the employee who agreed to the time exchange shall make every effort to locate another qualified employee to fulfill the time exchange. If those employees are not successful in locating another qualified employee to work the time, then the Employer will call in a qualified employee. In that case, the employee who initiated the time exchange shall be charged for the use of vacation time, or compensatory time, or fire holiday time, for the time that the initiating employee had been scheduled to work. The employee who was supposed to fill in, but failed to do so, will not be permitted to do a time exchange for six (6) months from the date that he/she failed to report for the time exchange. In the event that the employee who was supposed to fill in failed to do so because of an unforeseen emergency as determined by the Employer, then that employee will not be prohibited from doing time exchanges as a result of the failure to report.

20.8 Any time exchange of 30-minutes or less, which wholly occurs between the hours of 0700 and 0800 hours shall only require the verbal approval of the station officer and will not be subject to the requirements of Section 20.2 (b) or Section 20.4.

ARTICLE 21
UNIFORMS, EQUIPMENT and PERSONAL PROTECTION

21.1 All trousers, shirts (work and dress), jacket, caps, gym shorts, sweat pants, sweat shirts, insignia, and all other uniform items which employees are required to wear in performance of their work shall be furnished by the City to employees without cost. It shall be the obligation of the employees to maintain all items in good and presentable condition, and to notify the City in advance of a need for replacement of any item. If any changes are made to the required style or appearance of uniforms by the City, the City will bear the cost of having uniform items altered or replaced to conform to the required changes. The City will continue to follow existing procedures related to replacement of worn or damaged uniforms and equipment.

21.2 The City will provide facilities for the washing of contaminated protective gear and uniform items.

21.3 The City and bargaining unit employees will follow the Department's Biohazardous Waste Disposal Procedure, which may be amended from time to time to comply with applicable state and federal law.

21.4 The City will repair or replace an employee's prescription eyewear or wristwatch that is damaged or destroyed while in the performance of an employee's duty, subject to the following requirements:

- (a) The maximum amount payable under this provision is \$200 for prescription eyewear and \$100 for a wristwatch.
- (b) The employee must make a written claim for the repair or replacement cost within 7 calendar days of the date that the item was damaged or destroyed.
- (c) The written claim will be submitted to the Battalion Chief. The claim shall describe the item damaged or destroyed, explain how the item was damaged or destroyed, and include a receipt for its replacement or repair. The Employer may require the employee to submit the damaged item for inspection before paying the claim.
- (d) The City will not repair or replace any item that was damaged or destroyed due to the negligence of the employee.

21.5 City furnished protective clothing, safety devices, and/or equipment shall remain on the premises at all times except when in use, or to "float" to another station, or for some other reason authorized by the employee's Battalion Chief.

21.6 Bargaining unit employees are free to wear or not wear an IAFF pin on their uniform, subject to the provisions of this subsection. The cost of the IAFF pin will be paid by the employee. The IAFF pin shall be no larger than a nickel. The Fire Chief will designate the area of the uniform where IAFF pins may be worn.

ARTICLE 22
CONCIES and TENSFEES

22.1 Definitions. – The following definitions apply for the purposes of this article:

(a) “Vacancy” – means a newly created position resulting from the opening of a new Fire Department station, or the placement of a newly created and staffed apparatus/resource (equipment or individual) into operation.

(b) “Qualifications” – the employee’s ability to efficiently and effectively assume the responsibilities and duties of a given position, as determined by management.

(c) “Transfer”- means a regular opening in any existing unit position, e.g., as a result of a retirement, promotion, etc. A transfer can mean movement from shift to shift. It can also mean a reassignment from one unit to another unit on the employee’s original shift. A transfer shall be determined by management.

22.2 The Employer shall determine whether to fill any vacancy, in compliance with Article 19 Staffing.

22.3 Whenever the Fire Chief or designee determines to fill a vacancy the Fire Department will provide notice of the vacancy by posting notices through e-mail or other formal official Department communication. The notice will announce the vacancy, and advise employees how to request assignment to the position and the deadline for submission for the vacancy. At the end of the application period, the Employer will review and process the applications for the vacancy as follows:

(a) Vacancies shall be filled based on qualifications of the applicants, as established in prior writing by the Employer.

(b) Where two or more applicants have the same qualifications, the opening will be filled by the senior most qualified applicant.

22.4 When no employees apply for a posted vacancy, the Fire Chief or designee shall administratively select the least senior qualified employee, as determined by management, to fill the vacancy.

22.5 Subject to the requirements listed in this article, nothing in this Agreement shall be construed to limit the right of the Employer to transfer an employee, or to deny an employee’s request to transfer.

TITLE 23
MISCELLANEOUS

23.1 Mileage

Employees who are authorized by the Fire Chief or designee to use their own vehicles in the performance of their official employment duties will be reimbursed for mileage at the rate set by the City Commission for all City employees. For the purpose of this section, “official employment duties” shall not include station to station transfers that have been approved by the Fire Chief or designee. Employees seeking mileage reimbursement are required to submit their requests for reimbursement on a monthly basis on forms provided by the Employer. A failure to timely submit a reimbursement request may result in denial of payment.

23.2 Notice of Legal Action

Employees will promptly deliver to the Employer all legal papers or notices of intent to bring suit served upon or otherwise delivered to them related to lawsuits brought against the employee for actions of the employee while on duty.

23.3 Employer Defense of the Employee

The Employer will defend an employee in any civil action arising from a complaint for damages or injury suffered as a result of any alleged act or omission of action of the employee, provided such alleged act or omission arises out of and is in the scope of his/her employment and function. The Employer is not obligated to defend an employee who has acted in bad faith, with malicious purpose, or in a manner exhibitinganton and willful disregard of human rights, safety, or property. If the Employer elects not to represent an employee, it shall notify the employee of such decision in writing as soon as practicable after the decision to grant or deny coverage is made.

23.4 Right to Representation

In all cases where an employee is to be interviewed or required to respond to a written inquiry concerning an alleged violation of Department or City rules or regulations, which, if proven, may result in loss of pay or position or in some other disciplinary measure, including an oral or written reprimand, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with a representative of the Association (who may be an attorney) before being interviewed. The Association representative may be present during the questioning. Where the Association representative is not immediately available and conditions permit, the interview will be postponed for a reasonable period of time, provided that no interview need be postponed for more than four (4) hours because of unavailability of an Association representative. However, should the Employer determine to proceed with the interview, the employee shall be permitted to select a fellow employee to witness and/or advise him/her during the interview.

TITLE 24
GRIEVANCE AND BITTING PROCEDURE

24.1 In a mutual effort to promote harmonious working relations between the parties to the Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement.

24.2 A grievance shall be defined as a dispute concerning the interpretation or application of the specific terms of this Agreement. A grievance shall also be defined as a dispute concerning the interpretation or application of the Fire Department's Policy and Procedure on promotion to Engineer and Lieutenant.

24.3 Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 3 of the Grievance Procedure within the same time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees and/or by the Union representative on the employees' behalf.

24.4 The Union has the right to initiate grievances based upon the Employer's upper management decisions which have general applicability to bargaining unit members, where such decisions give rise to disputes about the interpretation or application of the specific terms of this Agreement. Union grievances filed pursuant to this subsection shall be initiated at Step 3 of the grievance procedure within the same time limits provided for submission of a grievance in Step 1.

24.5 All grievances must be processed within the time limits provided in the grievance procedure unless extended by mutual agreement of the parties in writing. Any grievance not presented by the grievant within the applicable time limits shall be deemed abandoned. Any grievance not answered by management within the time limits provided in the grievance procedure shall be determined to be denied and shall be advanced to the next available step of the grievance procedure, unless an extension of time for an answer is mutually agreed to in writing.

24.6 Grievances shall be processed in accordance with the following procedures:

Step 1. The aggrieved employee shall reduce to writing on the standard form provided for this purpose (Appendix C) and present such written grievance to his/her Battalion Chief within seven (7) calendar days of the occurrence which gave rise to the grievance, or within seven (7) calendar days of the date that the grievant knew or should have known of the facts giving rise to the grievance. The Battalion Chief shall meet with the employee and the Union representative, if the employee wishes his assistance, within seven (7) calendar days of the date the grievance is presented. The Battalion Chief shall attempt to adjust the matter and/or respond to the employee in writing within seven (7) calendar days from the date of the meeting.

Step 2. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Union representative, if the employee wishes his assistance, shall

reduce to writing on the standard form provided for this purpose (Appendix C) and present such written grievance to the Deputy Chief (or designee) within seven (7) calendar days from the date of the Battalion Chief's response at Step 1 (or the time the Battalion Chief's response was due in Step 1, if the Battalion Chief has not responded to the grievance). The Deputy Chief (or designee) shall meet with the employee and the Union representative, if he wishes him present, within seven (7) calendar days. The Deputy Chief (or designee) shall respond in writing within seven (7) calendar days from the date of the meeting.

Step 3. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Union representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose (Appendix C) and present such written grievance to the Fire Chief or his designee within seven (7) calendar days from the date of the supervisor's Step 2 response (or the time the supervisor's response was due in Step 2 if the supervisor has not responded to the grievance). The Fire Chief or his designee shall meet with the employee and the Union representative, if the employee wishes him present, within seven (7) calendar days. The Fire Chief or his designee shall respond in writing within seven (7) calendar days from the date of the meeting.

Step 4. If the grievance has not been satisfactorily resolved in Step 3, the employee may present the grievance to the City Manager, within ten (10) calendar days from the date of the response at Step 3 (or from the time the response was due in Step 3 if no response is provided). The City Manager shall meet with the employee and the Union representative within ten (10) calendar days. The City Manager shall respond in writing within fifteen (15) calendar days from the date of the meeting.

Step 5. If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure the Union may request arbitration in writing to the office of the City Manager no later than thirty (30) calendar days after the date of the City Manager's response (or from the date that the City Manager's response is due in Step 4 if no response is provided). The parties to this Agreement will mutually agree, or attempt to agree, on an independent arbitrator. If this cannot be done, one will be selected, by striking, from a list mutually requested from the Federal Mediation and Conciliation Service.

24.7 The arbitration shall be conducted under the rules of the American Arbitration Association except to the extent modified in this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article:

(a) The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision shall be within the scope and terms of the Agreement and shall be made in writing, and shall be final and binding on all parties.

(b) The arbitrator shall confine his decision to the particular issue as specified in the written statement of the grievance as presented in Step 1 of the grievance procedure.

(c) Copies of the award of the arbitrator, made in accordance with the jurisdictional authority conferred under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding upon both parties.

(d) Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear its cost, unless otherwise agreed.

ARTICLE 25
SEVERABILITY

In the event that any article, section, or other provision of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The article, section, or provision found invalid, unlawful, or unenforceable shall be subject to renegotiation at the request of either party to this Agreement.

ARTICLE 26
FUNERAL LEAVE

26.1 In the event of the death of an immediate family member, an employee may take up to two (2) shifts of funeral leave (in the case of a shift worker), or three (3) eight hour days (in the case of a forty (40) hour employee) to attend to the funeral and arrangements. If the employee must be off longer to attend a funeral out of state, the employee may be allowed to use up to three (3) shifts of funeral leave (in the case of a shift worker), or five (5) eight hour days (in the case of a forty (40) hour employee). In the event an employee requires additional time off, the Fire Chief may authorize the use of sick or vacation leave.

26.2 For the purposes of this article, immediate family members shall be limited to the employee's spouse, child (including stepchild), mother (including stepmother), father (including stepfather), brother (including stepbrother or half-brother), sister (including stepsister or half-sister), grandmother, grandfather, mother-in-law, father-in-law, any family member living in the employee's household, or any individual for whom the employee serves as the legal guardian.

26.3 An employee on a scheduled vacation who suffers the loss of an immediate family member may elect to take funeral leave instead of vacation time.

26.4 In all instances of requested funeral leave, the employee may be required to provide the Chief, or his designee, with proof of death, as well as proof of the relationship to the family member, prior to leave being granted.

26.5 In the event an employee does not have sufficient leave to accommodate his or her necessary funeral leave, the City will advance the employee the necessary sick leave. However, any such employee advanced leave for funeral purposes shall forgo all sick leave accrual until such time as the advanced leave has been recouped by the City.

26.6 In the event an employee who has been advanced sick leave for funeral purposes leaves City employment prior to the City recouping all leave advanced, the employee shall be responsible for reimbursing the City the cash value for all advanced leave not recouped.

ARTICLE 27
DUPLICATION OF AGREEMENT

27.1 Duration: Except as otherwise provided herein, the provisions of this agreement shall be effective beginning on the date of ratification and shall thereafter continue in full force and effect until midnight on the 30th day of September, ~~2021~~ 2022. The Rank and File Unit and the Supervisory Unit shall each ratify separately, and the Agreement shall be effective as to each unit on the respective date of the unit's ratification.

27.2 Status Quo: If a successor agreement has not been reached before the expiration of this Agreement, the wages, hours, and other terms and conditions of employment set out in this Agreement shall remain in effect until new terms and conditions have been established pursuant to law.

27.3 Notice: Any notice to be given shall be given by certified mail, email, or hand delivery.

(a) Any Union notice sent to the City shall be addressed to:

Director of Human Resources & Risk Management (Rodane Walton)
 City of Kissimmee
 101 Church Street
 Kissimmee, FL 34741-5054
 E-mail: r Walton@kissimmee.org

(b) Any City notice sent to the Union shall be addressed to:

Kissimmee Professional Fire Fighters, IAFF Local 4208
 3117 Innovation Drive
 St. Cloud, FL 34769

Or

To the current Union President

27.4 During the negotiations, which led up to the execution of this Agreement, each party had an unlimited right and opportunity to raise issues and bargain concerning any negotiable subject it desired. Accordingly, the parties agree that, except upon mutual agreement, neither shall be obligated to bargain further during the life of this Agreement concerning any matter referred to or covered by this Agreement, except as provided within the Agreement or by law.

~~**27.5** The parties have agreed to reopen negotiations on Article 16 Tuition Reimbursement for the second year of the Agreement (FY 2019-20). The parties have also agreed to reopen negotiations on the incentive pay provision in Article 8 for the third year of the Agreement (FY 2020-21).~~

SIGNATURE PAGE

In witness hereof, the parties have signed this Agreement on this ____ day of _____, 2021.

CITY OF ISSIMMEE

**ISSIMMEE PROFESSIONAL
FIRE FIGHTERS
LOCAL 4208**

Leonard A. Carson, Chief Negotiator

Stephen Gonnella, Chief Negotiator
President, IAFF Local 4208

Mike Steigerwald, City Manager

Bryan Benson
Negotiating Team

Roxane Walton, Director
Human Resources and Risk Management

Royce Schoby
Negotiating Team

Jim Walls, Fire Chief

Jeremy F. Donovan, Deputy Fire Chief

Joseph Leone, Deputy Fire Chief

Eric Gentry, Battalion Chief

Ratified by the City Commission this ____ day of _____, 2021.

Olga Gonzalez, Mayor-Commissioner

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

Date

APPENDIX - FIREFIGHTERS BILL OF RIGHTS

Sections 112.80 – 112.93, Florida Statutes, (the “Firefighters Bill of Rights”) is hereby incorporated by reference in this Agreement.

This appendix is attached for information and ease of reference only. The parties do not intend for the Firefighters Bill of Rights to be a part of the collective bargaining agreement.

It is the intent of the parties to maintain a copy of the current version of the Firefighters Bill of Rights as an appendix. In the event that there is any difference between the appendix and the current statutory version, the parties recognize that the current statutory version controls.

Appendix B –Step Plan

	2021- 2022	
Firefighter	Engineer	LT
42,501	53,166	58,770
43,777	54,761	60,533
45,090	56,404	62,349
46,443	58,096	64,220
47,836	59,840	66,146
49,271	61,635	68,131
50,749	63,483	70,174
52,271	65,387	72,279
53,839	67,350	74,448
55,454	69,370	76,682
57,118	71,451	78,982
58,832	73,594	81,352
60,597	75,803	83,792
62,415	78,077	86,306
64,287	80,419	88,895
66,216	82,831	91,562

Appendix C

City of Mississauga
FIRE DEPARTMENT
CONTINGENCY PROCEDURE FORM

This form is utilized only for grievances as defined by Article 24 of the Collective Bargaining Agreement. For grievances relating to discipline, the standard City Grievance form (found at U:\PERSONNEL\FORMS) shall be used.

NAME(s):

RANK(s):

ASSIGNMENT(s):

CB ARTICLE SECTION BEING DISPUTED:

STATEMENT OF INCIDENCE (attached memo if needed):

REQUESTED SOLUTION (attached memo if needed):

SIGNATURE(S): DATE

P□□CEDU□E

Step 1:

Presented to: on
Name/Title Date

Battalion Chief's comments and actions: _____

Signature (Battalion Chief) Date

Step 2:

Presented to: on
Name/Title Date

Deputy Chief's comments and actions: _____

Signature (Deputy Chief) Date

Step 3:

Presented to: on
Name/Title Date

Fire Chief's comments and actions: _____

Signature (Fire Chief) Date

Step 4:

Presented to: on
 Name/Title Date

City Manager's comments and actions: _____

Signature (City Manager)

Date

Step 5:

Presented to: on
 Name/Title Date

Arbitrator's comments and actions: _____

Signature (Arbitrator)

Date

TO: Mayor Gonzalez and City Commissioners

FROM: Leonard A. Carson, Special Labor Counsel

DATE: September 29, 2021

Re: IAFF Collective Bargaining Agreement 2021

The City of Kissimmee Administration has successfully negotiated and tentatively agreed to a collective bargaining agreement (CBA) with the IAFF. The membership of the IAFF bargaining unit has voted to ratify the CBA. The City Administration and its chief negotiator recommend that the Commission vote to ratify the agreement.

Below is a summary of the significant negotiated changes to the CBA.

1. 3% one-step increase in pay for all unit members employed for at least one year. Employees employed for less than one year will received a 3% one-step increase on the anniversary of their date of hire.
2. Special Operations Technicians who hold class certificates and are permanently assigned to a Special Operations unit will received an incentive of \$1,000 per year. Special Operations Technicians not permanently assigned to a Special Operations unit will continue to receive an incentive of \$500 per year.
3. Increased Administrative Lieutenants hourly incentive from \$2.60 to \$3.00 per hour for all time worked in Administration.
4. Added that for Administrative Lieutenants, time spent on vacation leave, holiday leave, and compensatory time will be considered "hours worked" for purpose of overtime calculation.
5. Added that a 24 hour shift employee who terminates his/her employment with less than 5 years' service with the Department, and who uses more than 50% of his/her fire holiday leave hours in a six-month period, will be required to reimburse the City for any fire holiday leave hours used in excess of 50% of his/her accrued fire holiday leave hours.
6. 40 hour non shift employees will receive an additional 80 hours of holiday leave.
7. Conformed the Recognition article to the current rank structure of the Department.
8. Added that SERP deployment crew personnel on any deployment will be paid at a daily rate of a full 24 hours from time of activation to time of demobilization to comply with the FEMA rules for reimbursement.

9. Added that nationally and regionally accredited institutions may be authorized for use by employees seeking reimbursement for approved courses in pursuit of an approved degree or diploma.
10. The CBA is a 1-year contract with an expiration date of September 30, 2022.

ITEM 8.A

**PRESENTATION OF FINANCIAL STATEMENTS FOR THE KISSIMMEE CHARTER SCHOOL
FOR THE YEAR ENDED JUNE 30, 2021**

Request

Acceptance of the Financial Statements for the Kissimmee Charter School for the fiscal year ended June 30, 2021.

Explanation

Copies of the Financial Statements for the Kissimmee Charter School for the year ended June 30, 2021 were provided to the Commission. This document was prepared for the City by the independent audit firm of King & Walker, CPAs, PL. Michelle Martinez, with King & Walker, will make a brief presentation about the financial statements.

The auditors have given the Kissimmee Charter School an unmodified opinion, which means the financial statements conform with generally accepted accounting principles and present fairly, in all material respects, the financial position of the Charter School and the results of its operations.

Recommendation

Staff recommends the City Commission accept the Financial Statements as presented.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

1. Imagine Kissimmee Charter FY21 Audited Financials

KISSIMMEE CHARTER ACADEMY
(A CHARTER SCHOOL UNDER THE
CITY OF KISSIMMEE, FLORIDA)

INDEPENDENT AUDITOR'S REPORT
for the fiscal year ended JUNE 30, 2021

King & Walker, CPAs, PL

Certified Public Accountants

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**KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA**

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Members:
 Florida Institute of CPAs
 American Institute of CPAs
 Government Audit Quality Center

2803 W. Busch Blvd Ste 106
 Tampa, FL 33618
 office (813) 892-4274 fax (813) 932-1913
 www.KingandWalker.com

Independent Auditor's Report

To the Board of Directors of Kissimmee Charter Academy
 (A Charter School Under the City of Kissimmee, Florida)

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Kissimmee Charter Academy ("School"), a charter school under the City of Kissimmee, Florida ("the City") and included in the operations of the City as the Charter School Special Revenue Fund, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the School's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Kissimmee Charter Academy, as of June 30, 2021, and the respective changes in financial position thereof for the year ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in Note 1, the accompanying financial statements referred to above present only the financial position of the School at June 30, 2021, and the respective changes in financial position for the year then ended, and is not intended to be a complete presentation of the City of Kissimmee, Florida. These financial statements do not purport to and do not present fairly the financial position of the City of Kissimmee, Florida as of June 30, 2021, and its changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedule and the Note to Supplementary Information, as shown in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 1, 2021, on our consideration of Kissimmee Charter Academy internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Kissimmee Charter Academy internal control over financial reporting and compliance.

Respectfully submitted,



September 1, 2021
Tampa, Florida

**KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS - (Unaudited)**

The Management's Discussion and Analysis (MD&A) section of the annual financial report of the Kissimmee Charter Academy ("School"), a charter school under the City of Kissimmee, Florida, provides an overview of the School's activities for the fiscal year ended June 30, 2021.

Because the information contained in the MD&A is intended to highlight significant transactions, events, and conditions, it should be considered in conjunction with the School's financial statements and notes to financial statements, as shown in the table of contents.

FINANCIAL HIGHLIGHTS

- The School reported an Unrestricted Net Position balance of \$969,787, as shown on the Statement of Net Position.
- For the fiscal year ended June 30, 2021, the School's revenue exceeded expenses by \$263,294 as shown on the School's Statement of Activities.

OVERVIEW OF THE FINANCIAL STATEMENTS

The basic financial statements consist of three components:

- ✓ Government-wide financial statements
- ✓ Fund financial statements
- ✓ Notes to financial statements

Government-Wide Financial Statements

The government-wide financial statements provide both short-term and long-term information about the School's overall financial condition in a manner similar to those of a private-sector business. The statements include a statement of Net Position and a statement of activities that are designed to provide consolidated financial information about the governmental activities of the School presented on the accrual basis of accounting. The statement of Net Position provides information about the government's financial position, its assets and liabilities, using an economic resources measurement focus. The difference between the assets and liabilities, the Net Position, may serve as a useful indicator of the School's financial position.

The statement of activities presents information about the change in the School's Net Position and the results of operations, during the fiscal year. An increase or decrease in Net Position is an indication of whether the School's financial position is improving or deteriorating. To assess the overall financial position of the School, one needs to consider additional non-financial factors such as changes in the School student base funding level.

**KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS - (Unaudited)**

Fund Financial Statements

Fund financial statements are one of the components of the basic financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund financial statements provide more detailed information about the School's financial activities, focusing on its most significant funds rather than fund types. This is in contrast to the entity-wide perspective contained in the government-wide financial statements.

Governmental Funds: Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, the governmental funds utilize a spendable financial resources measurement focus rather than the economic resources measurement focus found in the government-wide financial statements. The financial resources measurement focus allows the governmental fund financial statements to provide information on near-term inflows and outflows of spendable resources as well as balances of spendable resources available at the end of the fiscal year.

The governmental fund financial statements provide a detailed short-term view that may be used to evaluate the School's near-term financing requirements. This short-term view is useful when compared to the long-term view presented as governmental activities in the government-wide financial statements. To facilitate this comparison, both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation of governmental fund to governmental activities.

The governmental funds balance sheet and statement of revenues, expenditures, and changes in fund balances provide detailed information about the School's most significant funds. The School operates three funds; a General Fund, a Capital Projects Fund, and a Special Revenue Fund. The School has elected to show each fund as a major fund.

The School adopts an annual budget for its governmental funds. A budgetary comparison schedule, as required, has been provided for the General Fund and Special Revenue Fund to demonstrate compliance with the budgets.

Notes to Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS - (Unaudited)

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of the School's current year and prior year net position:

Net Position, End of Year

	Governmental Activities		
	6-30-20	6-30-21	Increase (Decrease)
ASSETS			
Current and Other Assets	\$ 886,012	\$ 1,226,890	\$ 340,878
Capital Assets, Net	1,033,815	927,879	(105,936)
Total Assets	1,919,827	2,154,769	234,942
LIABILITIES			
Current Liabilities	285,455	257,103	(28,352)
Total Liabilities	285,455	257,103	(28,352)
NET POSITION			
Net Investment in Capital Assets	1,033,815	927,879	(105,936)
Unrestricted	600,557	969,787	369,230
Total Net Position	<u>\$ 1,634,372</u>	<u>\$ 1,897,666</u>	<u>\$ 263,294</u>

Current assets consist of cash and cash equivalents and amounts due from other agencies. Current assets increased mainly due to the increase in the School's cash and cash equivalents. Liabilities are primarily comprised of salaries and benefits payable and accounts payable.

Total Net Position amounted to \$1,897,666, as of June 30, 2021, representing an increase of \$263,294 over the prior fiscal year.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS - (Unaudited)

The following is a summary of the School's change in net position for the current year and prior year:

Operating Results for the Year			
	Governmental Activities		Increase (Decrease)
	6-30-20	6-30-21	
Revenues:			
Federal Through State and Local	\$ 201,196	\$ 374,874	\$ 173,678
State	5,605,263	5,669,757	64,494
Local and Other	121,835	54,032	(67,803)
Total Revenues	5,928,294	6,098,663	170,369
Expenses:			
Instruction	2,735,725	2,756,168	20,443
Student Support Services	98,288	105,665	7,377
Instruction & Curriculum Development	165,546	63,766	(101,780)
Instructional Staff Training	-	499	499
Board	10,000	10,000	-
School Administration	1,321,511	1,402,753	81,242
Food Services	26,829	5,410	(21,419)
Central Services	4,465	256	(4,209)
Student Transportation	137,086	158,242	21,156
Operation of Plant	1,106,587	1,136,610	30,023
Maintenance of Plant	194,846	184,238	(10,608)
Community Service	54,368	11,762	(42,606)
Total Expenses	5,855,251	5,835,369	(19,882)
Increase/(Decrease) in Net Position	\$ 73,043	\$ 263,294	\$ 190,251

The largest revenue source for the School is the State of Florida (93 percent). Revenues from State sources for current operations are primarily received through the Florida Education Finance Program (FEFP) funding formula and Charter School Capital Outlay funds. Both sources utilize student enrollment data to determine the funds available for the School.

The largest concentrations of expenses during the year were for instruction (47 percent) and school administration (24 percent). The expense categories experienced increases and decreases between fiscal years due to general economic conditions and the changing financial needs of the School.

**KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS - (Unaudited)**

FINANCIAL ANALYSIS OF THE SCHOOL'S FUNDS

Governmental Funds

As the School completed the year, its governmental funds reported a combined fund balance of \$969,787.

BUDGETARY HIGHLIGHTS

The General Fund and Special Revenue Fund budgets for the fiscal year ended June 30, 2021, were developed based on the School's anticipated revenues and expenditures and the expected student population for the school year. Over the course of the year, the school revised budgets several times. Refer to the Budgetary Comparison Schedule for additional information.

CAPITAL ASSETS

The School's investment in capital assets for its governmental activities as of June 30, 2021, amounts to \$927,879 (net of accumulated depreciation). This investment in capital assets includes improvements other than buildings, buildings and fixed equipment, furniture, fixtures, and equipment, vehicles, computer software, IT equipment, and audio- visual materials. Additional information regarding the School's capital assets is presented in a subsequent note to the financial statements.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Kissimmee Charter Academy's finances. Questions concerning any of the information provided in the report or requests for additional financial information should be addressed to the Principal, Kissimmee Charter Academy, 2850 Bill Beck Boulevard, Kissimmee, FL 34744.

**ISSIMMEE COUNTY COMMEMORATIVE
COUNTY SCHOOL UNDER THE CIT OF ISSIMMEE, FLORIDA**

STATEMENT OF NET POSITION

June 30, 2021

	Government Activities
ASSETS	
Cash & Cash Equivalents	\$ 835,243
Due From Other Agencies	391,647
Capital Assets:	
Buildings & Fixed Equipment, Net	779,166
Improvements Other Than Buildings, Net	50,000
Audio Visual Materials	1,267
Furniture, Fixtures, and Equipment, Net	48,165
Computer Software, Net	124
Vehicles, Net	47,847
IT Equipment, Net	1,310
Total Capital Assets	927,879
TOTAL ASSETS	2,154,769
LIABILITIES	
Salaries and Benefits Payable	223,222
Accounts Payable	33,726
Net Due To/ From Management Company	155
TOTAL LIABILITIES	257,103
NET POSITION	
Net Investment in Capital Assets	927,879
Unrestricted	969,787
TOTAL NET POSITION	\$ 1,897,666

The accompanying notes to the financial statements are an integral part of this statement.

		Program Revenues			Net (Expenses)
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Changes Net Position Governmental Activities
Governmental Activities:					
Instruction	\$ 2,756,168	\$ -	\$ 367,050	\$ -	\$ (2,389,118)
Student Support Services	105,665	-	893	-	(104,772)
Instruction & Curriculum Development	63,766	-	-	-	(63,766)
Instructional Staff Training	499	-	-	-	(499)
Board	10,000	-	-	-	(10,000)
School Administration	1,402,753	-	-	-	(1,402,753)
Food Services	5,410	-	-	-	(5,410)
Central Services	256	-	-	-	(256)
Student Transportation	158,242	-	-	-	(158,242)
Operation of Plant	1,136,610	-	6,931	344,523	(785,156)
Maintenance of Plant	184,238	-	-	-	(184,238)
Community Service	11,762	28,997	-	-	17,235
Total Governmental Activities	<u>\$ 5,835,369</u>	<u>\$ 28,997</u>	<u>\$ 374,874</u>	<u>\$ 344,523</u>	<u>(5,086,975)</u>
General Revenue					
State Sources					5,325,234
Local and Other					25,035
Total General Revenues					<u>5,350,269</u>
Change in Net Position					263,294
Net Position - July 1, 2020					<u>1,634,372</u>
Net Position - June 30, 2021					<u>\$ 1,897,666</u>

ISSIMMEE COUNTY, FLORIDA
COUNTY SCHOOL BOARD OF ISSIMMEE, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS

June 30, 2021

	General Fund	Special Revenue Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash & Cash Equivalents	\$ 835,243	\$ -	\$ -	\$ 835,243
Due From Other Agencies	391,647	-	-	391,647
Total Assets	<u>\$ 1,226,890</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,226,890</u>
LIABILITIES				
Salaries and Benefits Payable	\$ 223,222	\$ -	\$ -	\$ 223,222
Accounts Payable	33,726	-	-	33,726
Net Due To/ From Management Company	155	-	-	155
Total Liabilities	<u>257,103</u>	<u>-</u>	<u>-</u>	<u>257,103</u>
FUND BALANCES				
Assigned				
Technology	300,000	-	-	300,000
Instructional Materials	200,000	-	-	200,000
Employee Compensation	200,000	-	-	200,000
Buses	60,000	-	-	60,000
Unassigned	209,787	-	-	209,787
Total Fund Balances	<u>969,787</u>	<u>-</u>	<u>-</u>	<u>969,787</u>
Total Liabilities and Fund Balances	<u>\$ 1,226,890</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,226,890</u>

The accompanying notes to the financial statements are an integral part of this statement.

CASSIMMEE COUNTEY COMMUNITY
 COUNTEY SCENAL UNDE THE CITY OF CASSIMMEE, FLORIDA
 RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
 TO THE STATEMENT OF NET POSITION
June 30, 2021

Total Fund Balances - Governmental Funds	\$ 969,787
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets, net of accumulated depreciation, used in governmental activities are not financial resources and therefore, are not reported as assets in governmental funds.	<u>927,879</u>
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Total Net Position - Governmental Activities	<u><u>\$ 1,897,666</u></u>
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The accompanying notes to financial statements are an integral part of this statement.

ISSIMMEE COUNTY COMMUNITY DEVELOPMENT
COUNTY SCHOOL UNDER THE CITY OF ISSIMMEE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - ENVIRONMENTAL FUNDS
For the Fiscal Year Ended June 30, 2021

	General Fund	Special Revenue Fund	Capital Projects Fund	Total Governmental Funds
Revenues				
Intergovernmental:				
Federal Through State and Local	\$ -	\$ 374,874	\$ -	\$ 374,874
State	5,325,234	-	344,523	5,669,757
Local and Other	54,032	-	-	54,032
Total Revenues	<u>5,379,266</u>	<u>374,874</u>	<u>344,523</u>	<u>6,098,663</u>
Expenditures				
Current - Education:				
Instruction	2,381,384	367,050	-	2,748,434
Student Support Services	104,772	893	-	105,665
Instruction & Curriculum Development	63,766	-	-	63,766
Instructional Staff Training	499	-	-	499
Board	10,000	-	-	10,000
School Administration	1,386,644	-	-	1,386,644
Food Services	5,410	-	-	5,410
Central Services	256	-	-	256
Student Transportation	158,242	-	-	158,242
Operation of Plant	674,820	6,931	344,523	1,026,274
Maintenance of Plant	184,238	-	-	184,238
Community Service	11,762	-	-	11,762
Fixed Capital Outlay:				
Other Capital Outlay	28,243	-	-	28,243
Total Expenditures	<u>5,010,036</u>	<u>374,874</u>	<u>344,523</u>	<u>5,729,433</u>
Net Change in Fund Balances	369,230	-	-	369,230
Fund Balances, July 1, 2020	<u>600,557</u>	<u>-</u>	<u>-</u>	<u>600,557</u>
Fund Balances, June 30, 2021	<u><u>\$ 969,787</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 969,787</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CASSIMMEE COUNTEY CODEM
 COUNTEY SCOL UNDE THE CIT OF CASSIMMEE, FLORIDA
 RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF
 REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
 TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2021

Net Change in Fund Balances - Governmental Funds	\$ 369,230
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Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays are reported in governmental funds as expenditures.

However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.

Capital Outlays	28,243	
Depreciation Expense	(134,179)	(105,936)

Change in Net Position - Governmental Activities	\$ 263,294
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The accompanying notes to the financial statements are an integral part of this statement.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

➤ **Reporting Entity**

Kissimmee Charter Academy (“School”) is a charter school under the City of Kissimmee, Florida (“the City”) and is included in the operations of the City as the Charter School Special Revenue Fund. The School’s charter is held by the City of Kissimmee, Florida. The governing body of the School is the City of Kissimmee Commission. The City created the School Advisory Board, which is comprised of seven members, to oversee the activities of the School.

The basic financial statements of the School present only the balances, activity and disclosures related to the School. They do not purport to and do not present fairly the financial position of the City of Kissimmee, Florida as of June 30, 2021, and its changes in financial position or budgetary comparisons, where applicable, for the year then ended in conformity with accounting principles generally accepted in the United States of America. The School is presented in the City’s Comprehensive Annual Financial Report (“CAFR”) as a separate special revenue fund.

The general operating authority of the School is contained in Section 1002.33, Florida Statutes. The School operates under a charter of the sponsoring school district, the District School Board of Osceola County, Florida, (“District”). The current charter is effective until June 30, 2025, and may be renewed by mutual agreement between the School and the District. At the end of the term of the charter, the District may choose not to renew the charter under grounds specified in the charter. In this case, the District is required to notify the school in writing at least 90 days prior to the charter’s expiration. During the term of the charter, the District may also terminate the charter if good cause is shown. In the event of termination of the charter, the District shall assume operation of the School. The School is considered a division of the Charter holder; therefore, for financial reporting purposes, the School is required to follow generally accepted accounting principles applicable to state and local governmental units.

Criteria for determining if other entities are potential component units which should be reported within the School's basic financial statements are identified and described in the Governmental Accounting Standards Board's (GASB) *Codification of Governmental Accounting and Financial Reporting Standards*, Sections 2100 and 2600. The application of these criteria provides for identification of any entities for which the School is financially accountable and other organizations for which the nature and significance of their relationship with the School are such that exclusion would cause the School's basic financial statements to be misleading or incomplete. Based on these criteria, no component units are included within the reporting entity of the School.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

➤ **Basis of Presentation**

Government-wide Financial Statements: Government-wide financial statements, including the statement of Net Position and the statement of activities, present information about the School as a whole. Government-wide financial statements are prepared using the economic resources measurement focus. The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the School's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function.

Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the School.

Fund Financial Statements: Fund financial statements report detailed information about the School in the governmental funds. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is reported in a separate column. Because the focus of governmental fund financial statements differs from the focus of government-wide financial statements, reconciliations are presented with each of the governmental fund financial statements.

The School's major governmental funds are as follows:

- General Fund – to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.
- Special Revenue Fund – to account for federal grant programs and food service operations.
- Capital Projects Fund – to account for all resources for the acquisition of capital assets and related items purchased by the School with capital outlay funds.

➤ **Basis of Accounting**

Basis of accounting refers to when revenues and expenditures, or expenses, are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are prepared using the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements imposed by the provider have been satisfied.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

Governmental fund financial statements are prepared using the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized when they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The School considers revenues to be available if they are collected within 30 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Under the modified accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred, except for principal and interest on long-term debt, claims and judgments, and compensated absences, which are recognized when due. Allocations of cost, such as depreciation, are not recognized in governmental funds.

➤ **Cash and Cash Equivalents**

Cash deposits are held by banks qualified as public depositories under Florida law. All deposits are insured by Federal depository insurance and collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

➤ **Capital Assets**

Expenditures for capital assets acquired or constructed for general School purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets so acquired are reported at cost in the government-wide statement of Net Position but are not reported in the governmental fund financial statements. Capital assets are defined by the School as those costing more than \$1,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at fair value at the date of donation.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Description</u>	<u>Estimated Lives</u>
Improvements Other Than Buildings	7 - 25 years
Buildings and Fixed Equipment	15 - 30 years
Furniture, Fixtures, and Equipment	5 - 7 years
Vehicles	5 years
Computer Software	3 - 5 years
IT Equipment	4 - 7 years
Audio Visual Materials	5 - 7 years

Current year information relative to changes in capital assets is described in a subsequent note.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

➤ **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The School does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until then. The School does not have any items that qualify for reporting in this category.

➤ **Net Position and Fund Balance Classification**

Government-wide Financial Statements

Net Position is classified and reported in three components:

- Net Investment in Capital Assets – consists of capital assets, net of accumulated depreciation, and reduced by the outstanding balances of any borrowings that are attributed to the acquisition or improvement of those assets.
- Restricted Net Position – consists of net position with constraints placed on their use either by external groups such as creditors, contributors, or laws or regulations of other governments.
- Unrestricted Net Position – all other net position that does not meet the definition of “restricted” or “net investment in capital assets.”

Fund Financial Statements

GASB Codification Section 1800.142, *Fund Balance Reporting and Governmental Fund Type Definitions*, defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB requires the fund balance amounts to be reported within one of the following fund balance categories:

- Nonspendable – fund balance associated with inventories, prepaid expenses, long-term loans and notes receivable, and property held for resale (unless the proceeds are restricted, committed or assigned). All nonspendable fund balances at year end relate to assets that are in nonspendable form.
- Restricted – fund balance that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA

NOTES TO FINANCIAL STATEMENTS
June 30, 2021

- Committed – fund balance that can be used only for the specific purposes determined by a formal action of the City of Kissimmee Commission.
- Assigned – fund balance that is intended to be used by the School’s management for specific purposes but does not meet the criteria to be classified as restricted or committed.
- Unassigned – fund balance that is the residual amount for the School’s general fund and includes all spendable amounts not contained in the other classifications.

➤ **Order of Fund Balance Spending Policy**

The School’s policy is to apply expenditures against nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance at the end of the fiscal year. First, nonspendable fund balances are determined. Then restricted fund balances for specific purposes are determined (not including nonspendable amounts). Any remaining fund balance amounts for the non-general funds are to be classified as restricted fund balance. It is possible for the non-general funds to be classified as restricted fund balance. It is possible for the non-general funds to have negative unassigned fund balance when nonspendable amounts plus the amount of restricted fund balances for specific purposes exceed the positive fund balance for non-general funds.

➤ **Revenue Sources**

Revenues for current operations are received primarily from the District pursuant to the funding provisions included in the School’s charter. In accordance with the funding provisions of the charter and Section 1002.33(17), Florida Statutes, the School reports the number of full-time equivalent students and related data to the District.

Under provisions of Section 1011.62, Florida Statutes, the District reports the number of full-time equivalent students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program (FEFP). Funding for the School is adjusted during the year to reflect the revised calculations by the FDOE under the FEFP and the actual weighted full-time equivalent (FTE) students reported by the School during designated full-time equivalent student survey periods. The Department may also adjust subsequent fiscal period allocations based upon an audit of the School's compliance in determining and reporting FTE and related data. Normally, such adjustments are treated as reductions or additions of revenue in the year when the adjustments are made. The District receives a 2.5% administrative fee from the School, which is reflected in the accompanying statement of activities and statement of revenues, expenditures and changes in fund balances – governmental funds.

The basic amount of funding through the FEFP under Section 1011.62 is the product of (1) unweighted FTE, multiplied by (2) the cost factor for each program, multiplied by (3) the base student allocation established by the Legislature.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

Additional funds for exceptional students who do not have a matrix of services are provided through the guaranteed allocation designated in Section 1011.62(1)(e)2., Florida Statutes. For the fiscal year ended June 30, 2021, the School reported 734.17 unweighted FTE and 785.3295 weighted FTE.

FEFP funding may also be adjusted as a result of subsequent FTE audits conducted by the Florida Auditor General pursuant to Section 1010.305, Florida Statutes, and Rule 6A-1.0453, Florida Administrative Code (FAC). Schools are required to maintain the following documentation for three years or until the completion of an FTE audit:

- Attendance and membership documentation (Rule 6A-1.044, FAC).
- Teacher certificates and other documentation (Rule 6A-1.0503, FAC).
- Documentation for instructors teaching out-of-field (Rule 6A-1.0503, FAC).
- Procedural safeguards for weighted programs (Rule 6A-6.03411, FAC).
- Evaluation and planning documents for weighted programs (Section 1010.305, Florida Statutes, and Rule 6A-6.03411, FAC).

The School receives federal and state awards for the enhancement of various educational programs. This assistance is generally received based on applications submitted to and approved by various granting agencies. For federal or state awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

The School also receives state funds through the District under charter school capital outlay funding pursuant to Section 1013.62, Florida Statutes. Funds are based upon a capital outlay plan submitted to the District and are to be used for lease, rent or construction of school facilities. The School also receives funding through donations and fundraising efforts, school lunch sales and local property tax collections. The School follows the policy of applying restricted resources prior to applying unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted assets are available. A schedule of revenue sources for the current year is presented in a subsequent note.

➤ **Income Taxes**

The School is a charter school included in the financial operations of the City of Kissimmee, Florida, and is, therefore, exempt from income tax. The School falls under the City of Kissimmee's exemption. Accordingly, no provision for income taxes has been included in the accompanying financial statements. Additionally, no uncertain tax positions have been made requiring disclosure in the related note to financial statements.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

➤ **Use of Estimates**

In preparing the financial statements in conformity with generally accepted accounting principles in the United States, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the statement of Net Position and affect revenues and expenditures for the period presented. Actual results could differ from those estimates.

➤ **Subsequent Events**

Management has evaluated all events subsequent to the balance sheet date and through the report date, which is the date these financial statements were available to be issued. Management determined there are no subsequent events which require disclosure.

2. CASH DEPOSITS

Custodial Credit Risk – Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the School's deposits may not be returned to the School. The School does not have a custodial credit risk policy. All cash deposits are held in banks that qualify as public depositories under Florida law. All such deposits are insured by federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

3. DUE FROM OTHER AGENCIES

The amounts Due From Other Agencies included in the accompanying statement of net position and balance sheet – governmental funds consist of amounts due from the Osceola County District School Board for FEFP and transportation funds. These receivables are considered to be fully collectible and as such, no allowance for uncollectible accounts is accrued.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

4. CHANGES IN CAPITAL ASSETS

Changes in capital assets are presented in the table below:

	Beginning Balance	Additions	Deletions	Ending Balance
<u>Governmental Activities:</u>				
Computer Software	\$ 58,765	\$ -	\$ -	\$ 58,765
Improvements Other Than Buildings	183,430	-	-	183,430
Furniture, Fixtures and Equipment	336,666	-	-	336,666
Buildings & Fixed Equipment	1,464,111	-	-	1,464,111
Vehicles	57,506	28,243	-	85,749
IT Equipment	714,347	-	-	714,347
Audio Visual Materials	6,911	-	-	6,911
Total Capital Assets	<u>2,821,736</u>	<u>28,243</u>	<u>-</u>	<u>2,849,979</u>
 Less Accumulated Depreciation for:				
Computer Software	(55,704)	(2,937)	-	(58,641)
Improvements Other Than Buildings	(124,462)	(8,968)	-	(133,430)
Furniture, Fixtures and Equipment	(267,045)	(21,456)	-	(288,501)
Buildings & Fixed Equipment	(600,076)	(84,869)	-	(684,945)
Vehicles	(25,449)	(12,453)	-	(37,902)
IT Equipment	(709,858)	(3,179)	-	(713,037)
Audio Visual Materials	(5,327)	(317)	-	(5,644)
Total Accumulated Depreciation	<u>(1,787,921)</u>	<u>(134,179)</u>	<u>-</u>	<u>(1,922,100)</u>
Governmental Activities Capital Assets, net	<u>\$ 1,033,815</u>	<u>\$ (105,936)</u>	<u>\$ -</u>	<u>\$ 927,879</u>

Depreciation expense was charged to functions as follows:

<u>Governmental Activities:</u>	<u>Amount</u>
Instruction	\$ 7,734
School Administration	16,109
Operation of Plant	110,336
Total governmental activities depreciation expense	<u>\$ 134,179</u>

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

5. NET DUE TO/FROM MANAGEMENT COMPANY

The School has entered into an agreement with the management company as described in Note 11 of the notes to financial statements. The ending balance of \$155 represents due to Management Company, and consists of the following:

	<u>Net due (to)/from management company</u>
Balance due (to)/from at July 1, 2020	\$ (2,094)
Payments	833,170
Invoiced	<u>(831,231)</u>
Balance due (to)/from at June 30, 2021	<u>\$ (155)</u>

6. SCHOOL RESERVE FUND

Per the management agreement between the School and the City of Kissimmee, the City will hold a school reserve fund in its bank account for (a) payment or prepayment of the City Debt, (b) the establishment of the reasonable reserves for the payment of the Facilities Use Fee, and (c) the establishment of the reasonable reserves for renewal and replacement of the School Facility. The current year transfer by the School to the reserve fund held by the City amounted to \$85,557. At June 30, 2021, the total balance of the School reserve fund held by the City is \$1,571,920.

7. FUND BALANCE CLASSIFICATION

For the year ended June 30, 2021, the breakout of the fund balance is shown below:

	<u>Total Governmental Funds</u>
Assigned	
Technology	\$ 300,000
Instructional Materials	200,000
Employee Compensation	200,000
Buses	60,000
Unassigned	<u>209,787</u>
Total Fund Balance	<u>\$ 969,787</u>

8. FUNDING AND CREDIT CONCENTRATIONS

The School receives substantially all of its support and revenue from federal, state and local funding sources, passed through the District and to the City, then to the School, in the form of performance and budget based contracts. Continuing operation of the School is greatly dependent upon the continued support of these governmental agencies.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

9. SCHEDULE OF STATE REVENUE SOURCES

The following is a schedule of the School's State revenue:

Source	Amount
Florida Education Finance Program	\$ 4,566,171
Categorical Programs:	
Class Size Reduction	746,698
Charter School Capital Outlay	344,523
Miscellaneous	12,365
Total State Revenue	<u>\$ 5,669,757</u>

As provided in the charter school contract, the District has charged the School an administrative fee of available funds from the Florida Education Finance Program and categorical funding for which charter students may be eligible. The administrative fee for the fiscal year amounted to \$45,353.

10. RETIREMENT PLAN

The School participates in a 401(k) Retirement Savings Plan for employees. Contributions are directed to individual employee's accounts, and the individual employees allocate contributions and account balances among various available investment choices; therefore, the School has no liability for the administration or payments of benefits of the plan, and accordingly, the present value of the related benefits is not reflected in these financial statements. Contributions made by the School totaled \$70,311 for the year ended June 30, 2021. The School is currently making matching contributions up to 5% for participating employees. The rate of contribution is set annually by the Management Company.

11. OPERATING AGREEMENT

The School entered into a management service agreement with Imagine Schools, Inc., commencing July 1, 2017, and effective until June 30, 2019, and may be cancelled or terminated pursuant to the terms and conditions set forth in the charter. This agreement has been renewed and is effective until June 30, 2024.

This agreement calls for an Indirect Cost Allocation, for performance of its responsibilities, equal to eight percent (8%) of State revenue. The Indirect Cost Allocation shall be paid monthly in an amount equal to one-twelfth of the annual budgeted allocation. Additionally, the agreement provides for the payment of various incentive fees to the management company if specific benchmarks are achieved. If at the end of the fiscal year there are not sufficient funds to pay the management fee, then the management company shall forgive the unpaid balance. Current year Indirect Cost Allocation fees charged to operations totaled \$541,628.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

12. FACILITY USE FEE

The City provides the facility used for the operation of the School, and the School is assessed an annual facility use fee. The amount of the fee is related to the debt service payments of the \$9,400,000 City of Kissimmee, Florida, Charter School Improvement Revenue Note – Series 2000A (the “Notes”), dated December 8, 2000. The proceeds were used by the City to finance the construction of the School facilities.

On December 18, 2008, the City refinanced the Notes at a variable interest rate. The City last refinanced the Notes on February 4, 2016 at a fixed interest rate of 1.55%.

The City takes into account the debt service due on the notes through the expiration of the charter when determining the facility use fee. Upon expiration of the charter, including renewals, if any, possession of the School facilities will revert to the City who will be liable for future payments.

The facility use fee for the year ended June 30, 2021, totaled \$661,272.

Aggregate remaining commitments on the facility use fee at June 30, 2021, until the end of the School’s current charter are estimated as follows:

Fiscal Year Ending June 30:	Minimum Lease Payments
2022	\$ 661,272
2023	661,272
2024	661,272
2025	661,272
Total Minimum Lease Payments	<u>\$ 2,645,088</u>

13. RISK MANAGEMENT PROGRAMS

The School is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the School carries commercial insurance. There have been no significant reductions in insurance coverage and settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

14. LEGAL MATTERS

In the normal course of conducting its operations, the School occasionally becomes party to various legal actions and proceedings. In the opinion of management, the ultimate resolution of such legal matters will not have a significant adverse effect on the accompanying financial statements.

ISSIMMEE COUNTY, FLORIDA
COUNTY SCHOOL BOARD OF FLORIDA
EQUIPMENT SUPPLEMENTAL INFORMATION
BUDGETARY COMPANION SCHEDULE - GENERAL FUND AND SPECIAL REVENUE FUND (UNAUDITED)
For the Fiscal Year Ended June 30, 2021

	General Fund				Special Revenue Fund			
	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Revenues:								
Intergovernmental:								
Federal Through State and Local	\$ -	\$ -	\$ -	\$ -	\$ 198,549	\$ 374,874	\$ 374,874	\$ -
State	5,266,877	5,325,234	5,325,234	-	-	-	-	-
Local and Other	148,090	54,032	54,032	-	-	-	-	-
Total Revenues	<u>5,414,967</u>	<u>5,379,266</u>	<u>5,379,266</u>	<u>-</u>	<u>198,549</u>	<u>374,874</u>	<u>374,874</u>	<u>-</u>
Expenditures:								
Current - Education:								
Instruction	2,831,163	2,381,384	2,381,384	-	198,549	367,050	367,050	-
Student Support Services	147,988	104,772	104,772	-	-	893	893	-
Instruction & Curriculum Development	-	63,766	63,766	-	-	-	-	-
Instructional Staff Training	-	499	499	-	-	-	-	-
Board	10,000	10,000	10,000	-	-	-	-	-
School Administration	1,363,754	1,386,644	1,386,644	-	-	-	-	-
Food Services	26,634	5,410	5,410	-	-	-	-	-
Central Services	1,818	256	256	-	-	-	-	-
Student Transportation	167,022	158,242	158,242	-	-	-	-	-
Operation of Plant	706,387	674,820	674,820	-	-	6,931	6,931	-
Maintenance of Plant	71,165	184,238	184,238	-	-	-	-	-
Community Service	79,493	11,762	11,762	-	-	-	-	-
Fixed Capital Outlay:								
Other Capital Outlay	9,542	28,243	28,243	-	-	-	-	-
Total Expenditures	<u>5,414,966</u>	<u>5,010,036</u>	<u>5,010,036</u>	<u>-</u>	<u>198,549</u>	<u>374,874</u>	<u>374,874</u>	<u>-</u>
Net Change in Fund Balances	1	369,230	369,230	-	-	-	-	-
Fund Balances, July 1, 2020	600,557	600,557	600,557	-	-	-	-	-
Fund Balances, June 30, 2021	<u>\$ 600,558</u>	<u>\$ 969,787</u>	<u>\$ 969,787</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See Independent Auditor's Report

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2021

1. BUDGETARY BASIS OF ACCOUNTING

Budgets are presented on the modified accrual basis of accounting. During the fiscal year, expenditures were controlled at the object level (e.g., salaries and benefits, purchased services, materials and supplies and capital outlay) within each activity (e.g., instruction, pupil personnel services and school administration). Budgets may be amended by resolution at any Board meeting prior to the date for the annual report.



Members:
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 www.KingandWalker.com

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Board of Directors of the Kissimmee Charter Academy
 (A Charter School Under the City of Kissimmee, Florida)

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Kissimmee Charter Academy ("School"), a charter school under the City of Kissimmee, Florida ("the City") and included in the operations of the City as the Charter School Special Revenue Fund, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated September 1, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the School's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Respectfully submitted,

Handwritten signature of King & Walker, CPAs in black ink.

September 1, 2021
Tampa, Florida



Members:
Florida Institute of CPAs
American Institute of CPAs
Government Audit Quality Center

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Tampa, FL 33618
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www.KingandWalker.com

**Management Letter as Required by Rules of the Florida Auditor General,
Chapter 10.850, Florida Statutes, *Charter School Audits***

To the Board of Directors of the Kissimmee Charter Academy
(A Charter School Under the City of Kissimmee, Florida)

Report on the Financial Statements

We have audited the financial statements of Kissimmee Charter Academy ("School"), a charter school under the City of Kissimmee, Florida ("the City"), and included in the operations of the City as the Charter School Special Revenue Fund, as of and for the fiscal year ended June 30, 2021, and have issued our report thereon dated September 1, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.850, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in those reports and schedule, which are dated September 1, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.854(1)(e)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no prior audit findings or recommendations.

Official Title

Section 10.854(1)(e)5., Rules of the Auditor General, requires that the name or official title of the entity and the school code assigned by the Florida Department of Education be disclosed in this management letter. The official title and the school code assigned by the Florida Department of Education of the entity is Kissimmee Charter Academy, 490866.

Financial Condition and Management

Sections 10.854(1)(e)2. and 10.855(11), Rules of the Auditor General, require us to apply appropriate procedures and communicate whether or not the School has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the School did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.854(1)(e)6.a. and 10.855(12), Rules of the Auditor General, we applied financial condition assessment procedures for the School. It is management's responsibility to monitor the School's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.854(1)(e)3., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Transparency

Sections 10.854(1)(e)7. and 10.855(13), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the School maintains on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes. In connection with our audit, we determined that the School maintained on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes.

Additional Matters

Section 10.854(1)(e)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies the Board of Directors, applicable management, and District School Board of Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully submitted,

Handwritten signature of King & Walker, CPAs in black ink.

September 1, 2021
Tampa, Florida

ITEM 8.B**KISSIMMEE'S OPERATION BUSINESS BOOST****Request**

City staff seeks approval of a new multi-pronged business initiative to support our local economy and continue to spur new investment.

Explanation

The world-wide pandemic has caused significant impacts to segments of our local economy. Although financial support has previously been provided by the City to keep the economy moving forward, the effects still linger. Therefore, a new program offering multiple layers of support to our business community is proposed, containing the following four concepts:

Business Grants - utilizing a portion of Kissimmee's American Rescue Plan funds, business assistance grants would be provided to help companies offset financial burdens. In a recent survey performed by the city's Economic Development office, companies indicated that they struggle in a number of ways, including, but not limited to, an inability to fund employee signing bonuses to hire or retain employees, the inability to purchase adequate advertising to increase sales, or difficulty in meeting general financial obligations. This grant would assist companies in funding any needs they may have.

CRA Commercial Property Improvement Program (CPIP) - utilizing the respective funds from the Downtown Kissimmee CRA or the Vine Street CRA, the CPIP would encourage improvements to commercial buildings. The CPIP is a 50/50 matching grant towards property improvements within each CRA. Although the grant would predominantly focus on exterior improvements that elevate the property's taxable value, as required by Florida Statutes, the grant also affords property owners the ability to apply for matching funds for certain interior renovations, such as the installation of grease traps or fire suppression systems, for targeted business types.

CRA Pioneer Project Incentive Program (PPIP) - this program would incentivize the development of mixed-use residential and commercial projects within the CRA's, which may not otherwise happen due to conditions outside the developer's or City's ability to control, such as high impact fees or unproven market conditions. The PPIP would support redevelopment projects desired by the respective CRA master plans that would provide significant benefits, such as increased employment opportunities, significant capital investment or a catalyst project for further private investment. Potential incentives which may be offered could include Tax-Increment (TIF) abatements; permitting or impact fee waivers, or public infrastructure investment.

GrowthWheel Coaching Scholarships - in partnership with the UCF Business Incubation System, the cities of Kissimmee and St. Cloud earlier this year launched a pilot program for interested companies to provide specialized one-on-one business coaching. Seven companies within Kissimmee city limits participated and all documented measurable successes. Staff would like to extend the provision of this customized coaching, repeating the scholarship that covers GrowthWheel costs for 6 months for up to another 10 companies.

Recommendation

Staff recommends City Commission approval, so that staff may move forward with this new economic initiative.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Belinda Kirkegard

Attachment(s):

1. Operation Business Boost Presentation



OPERATION **BUSINESS BOOST**

a stackable COVID-19 business support and growth program



Goals & Targets

The Economic Development Office focused on the goals and projects established by the City Commission during the 2021 Planning Retreat:

- Workforce/job development: community needs; partnerships
- Small business assistance: assessment of needs and best practices
- COVID Small business grant program: application process review and streamline

GrowthWheel Business Coaching

- Initial pilot program lasted six months and ran from January through June
- Six business owners from within the City of Kissimmee participated
- Participants looked at the program favorably and provided positive reviews
- Participants hired new employees, expanded their space, increased customer base and revenues, and implemented strategies for operational financial efficiencies and/or renewed marketing approaches



Business Incubation Program

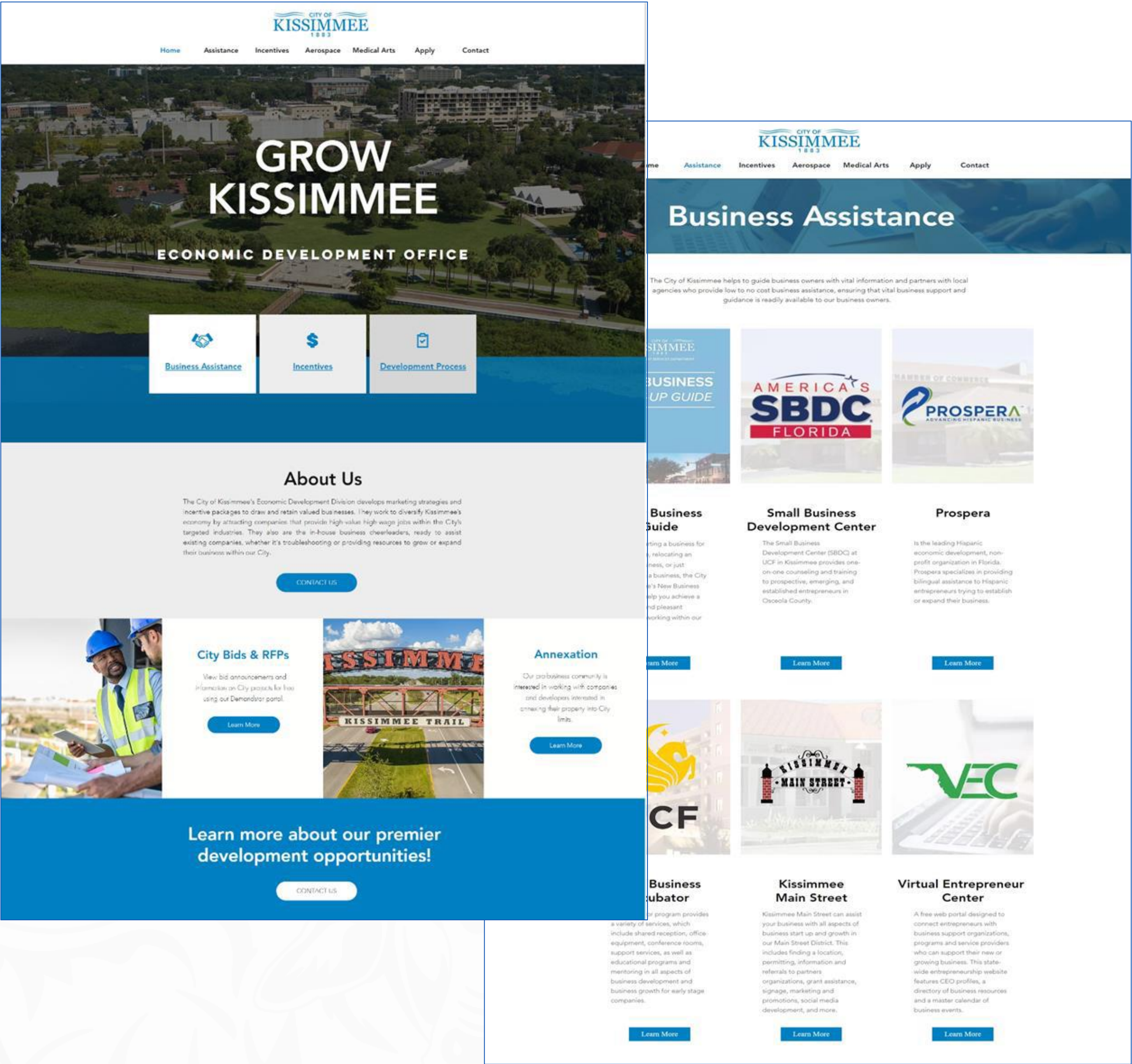
UNIVERSITY OF CENTRAL FLORIDA



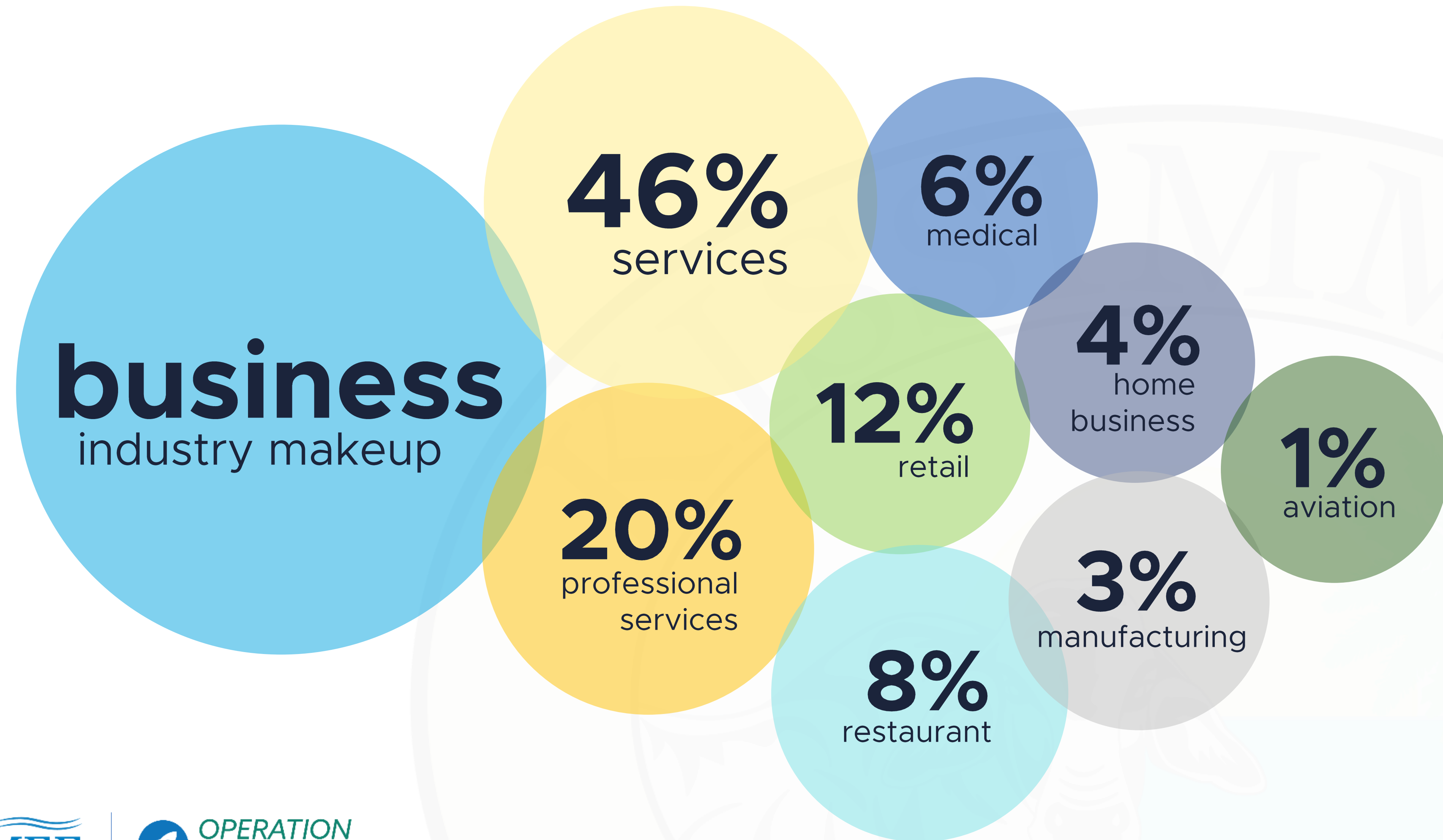
GrowthWheel®

growkissimmee.com

- Business assistance information and links
- Incentive information
- Application packet and link to start the process
- Knowledge base



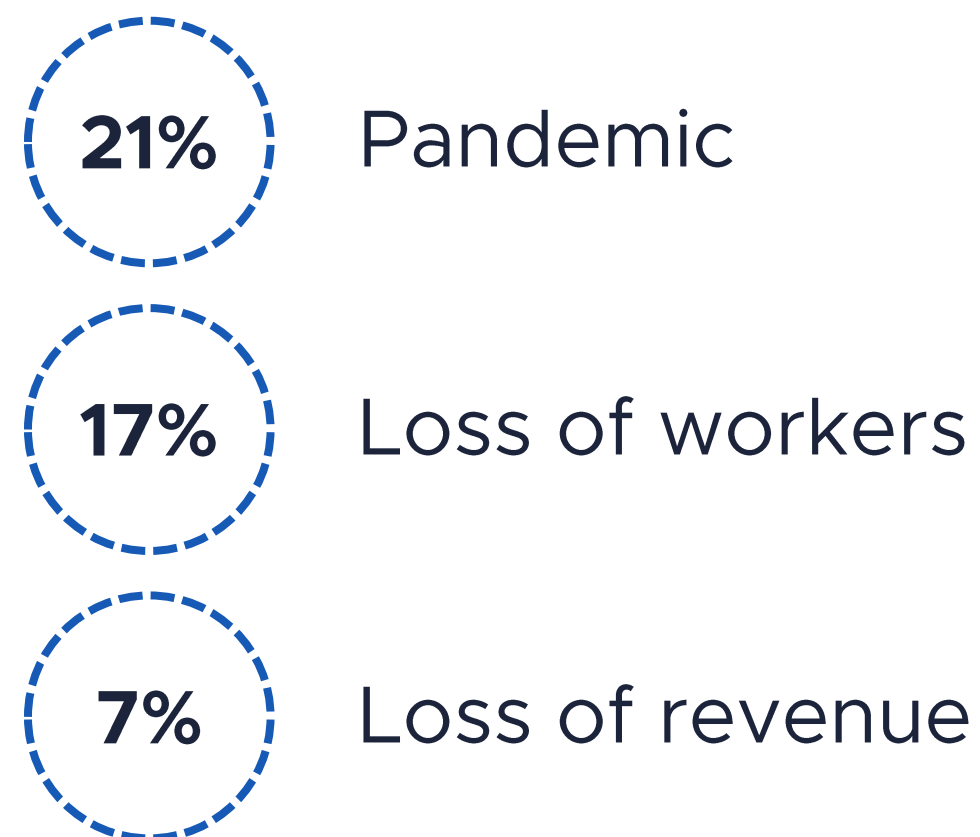
2021 Business Needs Survey



2021 Business Needs Survey

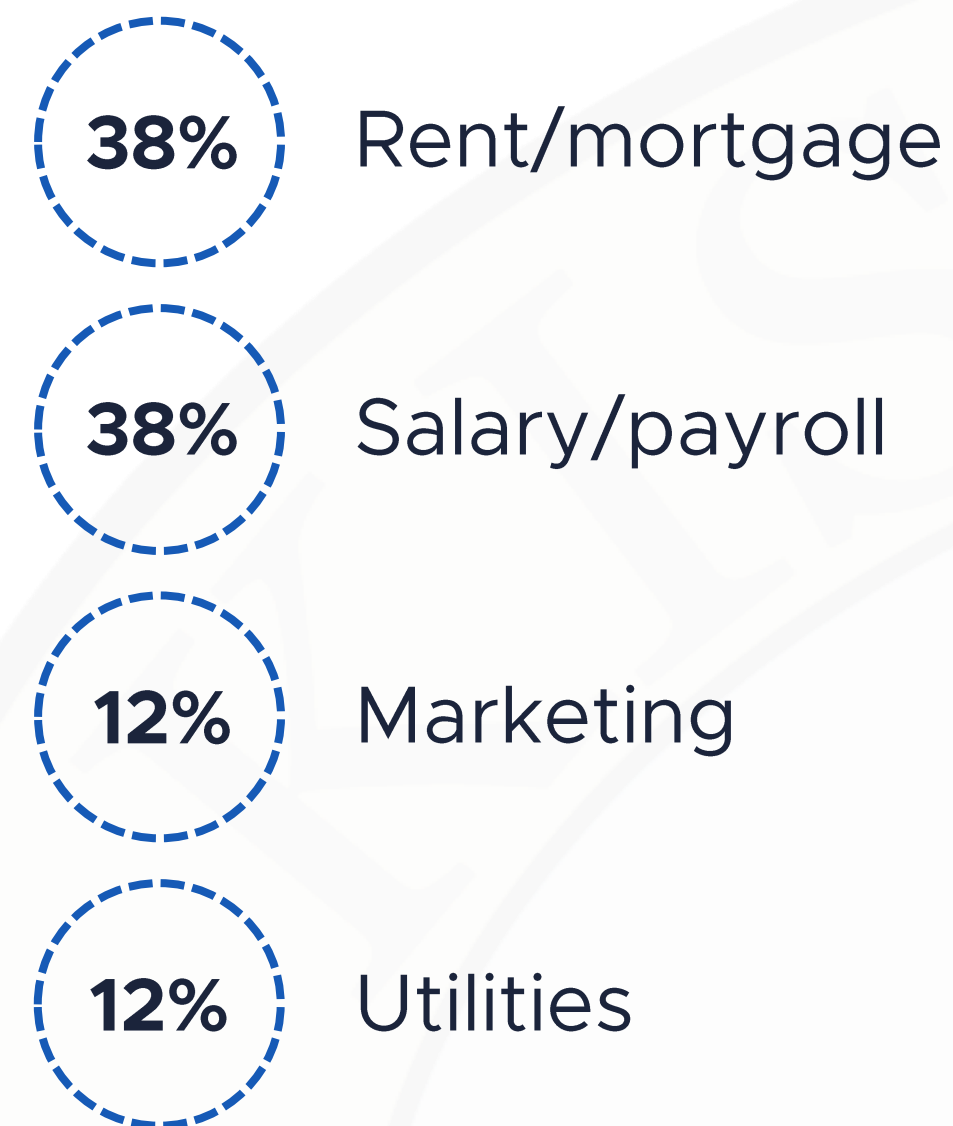
Challenges

What are the biggest challenges your company has faced in 2021?



Business Expenses

If grant money was available, which business expense would be most helpful to cover?



Needs

What is your most pressing business need now?



Totals may not equal 100% due to rounding

2021 Business Needs Survey

What kind of government support would help your business the best?

- Many responses claimed some sort of grant or financial assistance would be best.



**financial
support**

What is Operation Business Boost?

Operation Business Boost is a stackable business assistance program incorporating:

Grants

Business Coaching

Technical Support Assistance

Employee Training / Salary Subsidies



Kissimmee Business Grant

- Must be a business located in the City
- Provides financial support for any business burden
- Businesses can apply online
- Streamlined application and document submission process
- Funding available on a first come, first-serve basis



Home Business
\$2,500



Businesses up to 2,500 sq. ft.
\$5,000



Businesses over 2,501 sq. ft.
\$10,000

Commercial Property Improvement Grant (CRA)

- Must be in one of the City's Community Redevelopment Agency's (CRA) boundary
- 50% match requirement
- Staff will manage the capital property improvement plan and determine eligibility
- Funding available on a first come, first-serve basis

Eligible Improvements:

- Remodeling, rehabilitation, installation, and/or additions to commercial property
- Paint
- New awnings
- Doors and windows
- Exterior lighting
- Internal improvements limited to sprinkler systems and grease traps

Ineligible Improvements:

- Electrical work, except as related to exterior lighting
- Roof and chimney repairs
- Normal maintenance or remedying of neglected maintenance

Pioneer Project Incentive Program (CRA)

- Must be in one of the City's Community Redevelopment Agency's (CRA) boundary
- Partial to full tax increment abatement for a defined period
- Permit fee, impact fee, and mobility fee waiver or reduction
- Public infrastructure investment contributions
- Direct project funding contributions
- Staff will evaluate each project to determine eligibility and level of support

Eligible Project Types:

- Residential projects producing market rate or above units
- Innovative commercial project
- Mixed-use commercial and residential project

Project Eligibility Considerations:

- Public facilities
- Number of jobs created
- Number of residential units
- Maximum capital investment
- Connect with the CRA Redevelopment Plans

Business Coaching & Technical Business Assistance

- Continue to support the GrowthWheel program for an additional six (6) months
- Provide ten (10) scholarships to businesses located in the City
- Continue to provide business coaching and technical business assistance



Business Incubation Program

UNIVERSITY OF CENTRAL FLORIDA



GrowthWheel®

Employee Training / Salary Subsidies

Participate in the CareerSource Central Florida's Osceola Emergency COVID Grant Focus program, which will:

- Train employees with skills, so they are ready to be hired in today's employment market
- Subsidize 12-weeks of an employee's salary or 24-weeks if the employer agrees to a 50/50 salary share



OPERATION
BUSINESS BOOST

      | @CityofKissimmee

ITEM 8.C
CHARTER SCHOOL ADVISORY BOARD VACANCY

Request

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the resignation of Alvin Codner.

Explanation

Staff received notification on July 13, 2021 that Business Person Alvin Codner submitted his resignation for the Charter School Board due to a change in employment.

When this item appeared on the August 17, 2021 Agenda, we had two applicants and the Commission did not feel either was a viable candidate for appointment as a Business Person. The Charter School Board members are appointed jointly by the City Commission and are not assigned to a particular Commission Seat. The term for each appointed Charter School Advisory Board member is four (4) years. However, this appointment will be to complete Mr. Codner's term which expires on September 30, 2023.

Recommendation

Staff recommends the Commission review applications and appointment of one business person to fill the vacancy.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 8.D

ANNUAL ADVISORY BOARD APPOINTMENTS/REAPPOINTMENTS FOR PENSION BOARDS

Request

Commission requested to appoint or reappoint one (1) member to the Police Pension Board and one (1) member to the Fire Pension Board. These annual appointments expire September 30, 2021 and the current members wish to be reappointed.

Explanation

Annual appointments for the Police Pension and Fire Pension Boards expire on September 30, 2021. The members continue to serve until the Commission reappoints or replaces them on their respective boards.

Appointments are assigned to individual Commissioners in order of rotation. Seat # 4 is assigned the Fire Pension Board and Seat # 5 has the Police Pension Board. The following individuals have expressed an interest in remaining on their individual board and respectfully request reappointment.

Fire Pension Board, Reginald Hardee
Police Pension Board, Catalin Cruz

The Commission will have 30-days to make these appointments or an extension will be necessary. If no extension is requested, the appointment will automatically rollover to the next Commissioner in the rotation.

Recommendation

Staff recommends the Commission make re-appointments or replace members with terms expiring on September 30, 2021.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Appointments by Seat 10-05-2021

APPOINTMENTS BY SEAT

☐☐T☐: October 5☐2021

Commission Seat	Board (Position Filled)	Residency Requirement	Appointment/ Extension Expires	Request Reappointment
☐eat ☐4 Fisher	Fire Pension Board ☐eginald Hardee ☐☐esident☐	☐o☐☐ission a☐☐ointed ☐osition☐ ☐ust be resident of the ☐it☐☐	11/02/2021	Yes
☐eat ☐5 ☐on☐ale☐	Police Pension Board ☐atalin ☐ru☐ ☐☐esident☐	☐o☐☐ission a☐☐ointed ☐osition☐ ☐ust be resident of the ☐it☐☐	11/02/2021	Yes

ITEM 8.E

COMMISSION APPOINTMENT OF SELECTION COMMITTEE FOR REVIEW AND SELECTION OF RFP#2021-007 EMERGENCY SHELTER/BRIDGE HOUSING AND HOMELESS SERVICES RFP

Request

Staff requests Commission appointments for the selection committee that will make recommendations to the Commission on the Emergency Shelter/ Bridge-Housing and Homeless Services proposals.

Explanation

This item will remain on the agenda until all appointments are made.

The following appointments remain open:

Seat 5- Mayor Gonzalez

At-Large (up to 3 seats remain available for Commission joint appointments)

The background:

During the April 27, 2021 Commission meeting, staff reviewed the Florida Statutes and made recommendations on establishing a committee necessary to review the proposals received for the Emergency Shelter/Bridge-Housing and Homeless Services Request for Proposals (RFP) and make recommendations to the City Commission regarding the selection. The Commission agreed this *seven to nine member* committee must be made up of individuals with some expertise in fields related to the services sought in the proposal.

Examples of relevant professions would include, but are not limited to:

- Healthcare Administration
- Human Services
- Non-profit Management
- Real Estate and Development
- General Business/Management
- Legal Services
- Education

Each commissioner will appoint one individual to the committee, then the Commission will make a collective at-large appointment to represent interest groups who have expressed a desire to participate in the process, such as the business community, local medical industry, realtors, and/or an expert on homeless issues having no affiliation with an entity submitting a proposal.

Proposals are due on October 15, 2021. Therefore, committee appointments are necessary in order to move forward. In order to assist with the appointment process, staff has developed a list of individuals interested in participating in this critical selection process should Commissioners desire additional committee members for consideration.

Recommendation

Staff recommends finalizing selection committee appointments.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

None