



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

- 1. MEETING CALLED TO ORDER**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A First Fair Housing Drawing Contest

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

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

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

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

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

- 5. PUBLIC HEARINGS**

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

- 6. HEAR AUDIENCE**

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

- 7. CONSENT AGENDA**

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

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

- 7.B Purchase of Archer 1200 Steel Barrier Security Kit Barricades for Roadway Closures
- 7.C Security Information and Event Monitoring Enterprise Software Agreement
- 7.D First Amendment to the Community Development Block Grant (CDBG) Contract - Hudson Street Public Improvements
- 7.E Approval of Task Work Orders with RS&H, Inc. for Design Services of the Woodside Drainage Improvement Project
- 7.F Approval of Purchase Agreement between Argo Partners and City of Kissimmee to purchase claims against Physicians United Plan, Inc.
- 7.G Recommendation to Award Trinity Electrical Services, Inc. to construct Secondary Weather Sensor
- 7.H Amendment No. 14 to the Professional Service Agreement with AVCON, Inc. for bidding and engineering services to oversee the construction of a Weather Station at Kissimmee Gateway Airport
- 7.I Request to use funds from airport reserves for Auxiliary Weather Station to support the Air Traffic Control Tower
- 7.J Knightsbridge Phase 1 Major Subdivision, Final Plat (DRC# SR-22-0009)
- 7.K Approval to Adjust the Fiscal Year 2021-2022 Budget
- 7.L Osceola Village Center Phase 2 Major Subdivision, Final Acceptance with Condition (DRC# 19-00100)
- 7.M Resolution 26-2022 - Ratification of City Manager Declaration of Local State of Emergency and Extension of State of Emergency

8. DISCUSSION ITEMS

- 8.A 2023 City Commission Meeting Calendar

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 State 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 101 Church Street, Kissimmee, Florida, (407) 518-2309.

ITEM 3.A

First Fair Housing Drawing Contest

Request

To recognize the winners and participants of the Fair Housing Drawing Contest.

Explanation

Fair housing is the right to choose housing free from discrimination. Nationwide, fair housing is celebrated in April. The City of Kissimmee, in partnership with the Osceola County Association of REALTORS (R), joined forces to launch the City's first Fair Housing Contest in April 2022. The purpose of the contest was to deliver the message that where we live affects our quality of life and that housing discrimination not only denies access to better resources and opportunities, but it can also result in homelessness.

Elementary and middle schools located within the city limits were asked to submit drawings, then a selection committee selected the winners. Each winning student and their Art class teacher will be receiving the following - First Prize - \$100 each; Second Prize - \$75 each; and Third Prize - \$50 each. The Opportunity Center was also invited to participate and their clients also competed for first, second, and third prize.

Below is a list of the winners:

Elementary School - 1st thru 3rd grade	1st Prize	Ezequiel Hernandez Rivera (student)	Donatina Quintana (teacher)
Elementary School - 1st thru 3rd grade	2nd Prize	Alyssa Troche (student)	Alma Fontaine (teacher)
Elementary School - 4th thru 6th grade	1st Prize	Saniya Warden (student)	Shena Wilkins (teacher)
The Opportunity Center	1st Prize	Clark Bruce	N/A
The Opportunity Center	2nd Prize	Joseph Hull	N/A
The Opportunity Center	3rd Prize	Peter Almodovar	N/A

Drawings were also received from: Vincent Schato, Luther Arroyo, Karissa Nieves, Arielle Batista, William Pantoja, Claribel Rosado, Amy Stlis, Chyna Slater, Nneka Collins, Edalix Rodriguez (The Opportunity Center). Each of them will receive a Certificate of Participation.

Department: Development Services
Presenter: Frances DeJesus

Attachment(s):

1. Certificate(s) of Appreciation



CERTIFICATE OF APPRECIATION

Presented to:

Vincent Schato

In recognition of your participation on the
Fair Housing Drawing Contest 2022

Presented on November 15th, 2022

Mayor Olga Gonzalez

Frances De Jesus



© CanStockPhoto.com



CERTIFICATE OF APPRECIATION

Presented to:

Luther Arroyo

In recognition of your participation on the
Fair Housing Drawing Contest 2022

Presented on November 15th, 2022

Mayor Olga Gonzalez

Frances De Jesus



© CanStockPhoto.com



CERTIFICATE OF APPRECIATION

Presented to:

Karissa Nieves

In recognition of your participation on the
Fair Housing Drawing Contest 2022

Presented on November 15th, 2022

Mayor Olga Gonzalez

Frances De Jesus





CERTIFICATE OF APPRECIATION

Presented to:

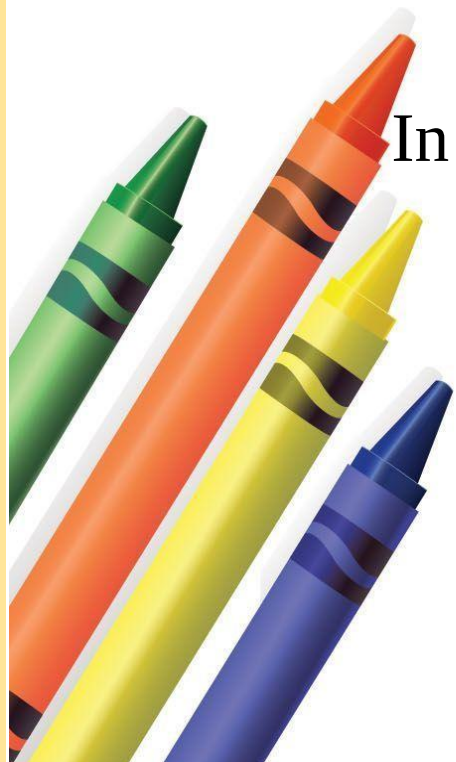
Arielle Batista

In recognition of your participation on the
Fair Housing Drawing Contest 2022

Presented on November 15th, 2022

Mayor Olga Gonzalez

Frances De Jesus





CERTIFICATE OF APPRECIATION

Presented to:

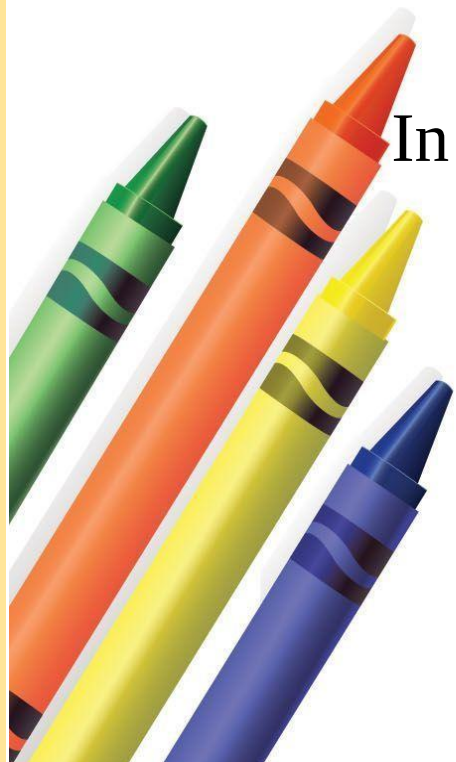
William Pantoja

In recognition of your participation on the
Fair Housing Drawing Contest 2022

Presented on November 15th, 2022

Mayor Olga Gonzalez

Frances De Jesus





CERTIFICATE OF APPRECIATION

Presented to:

Claribel Rosado

In recognition of your participation on the
Fair Housing Drawing Contest 2022

Presented on November 15th, 2022

Mayor Olga Gonzalez

Frances De Jesus





CERTIFICATE OF APPRECIATION

Presented to:

Amy Stlis

In recognition of your participation on the
Fair Housing Drawing Contest 2022

Presented on November 15th, 2022

Mayor Olga Gonzalez

Frances De Jesus





CERTIFICATE OF APPRECIATION

Presented to:

Chyna Slater

In recognition of your participation on the
Fair Housing Drawing Contest 2022

Presented on November 15th, 2022

Mayor Olga Gonzalez

Frances De Jesus





CERTIFICATE OF APPRECIATION

Presented to:

Nneka Collins

In recognition of your participation on the
Fair Housing Drawing Contest 2022

Presented on November 15th, 2022

Mayor Olga Gonzalez

Frances De Jesus



© CanStockPhoto.com



CERTIFICATE OF APPRECIATION

Presented to:

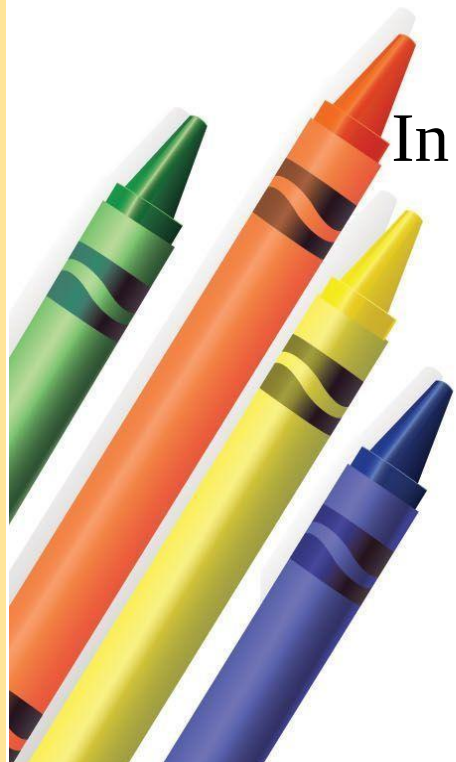
Edalix Rodriguez

In recognition of your participation on the
Fair Housing Drawing Contest 2022

Presented on November 15th, 2022

Mayor Olga Gonzalez

Frances De Jesus



ITEM 4.A

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

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

Request

Requesting approval an ordinance to make minor language and formatting amendments to the Land Development Code.

Explanation

A major update to the Land Development Code was approved by the City Commission in August 2020, including the addition of the new Form-Based Code chapter. As this update included language changes and updates throughout the Land Development Code, it was understood that staff would likely need to make minor updates to the language to ensure clarity and applicability. This request is the resulting "Glitch Ordinance" and includes minor edits to almost all chapters of the Land Development Code (excluding chapters one and eight). All edits are included in the underline/strikethrough included in the backup. All chapters impacted have minor formatting and language amendments but below is a brief breakdown of the major changes:

Chapter 14-2: Terms Defined

Added a definition for Affordable Housing per recommendation from the Affordable Housing Advisory Committee.

Removed the requirement for five vendors in the definition of a Special Event. This is no longer necessary in the definition.

Chapter 14-3: Development Review Boards and Procedures

Edited Table 3-1, requiring DRC review of LDC text amendments.

Chapter 14-4: Zoning

Edited the title of section 14-4-6 so its standards apply to all zoning districts, not just standard zoning districts.

Relocated language that no residential lot shall have more than 40% of the front and side yards covered. This was previously in another section of the Code of Ordinances.

Added language requiring buildings to front a right-of-way or civic space.

Increase the amount of affordable housing from ten to 20% for density bonuses. This change was made after a recommendation from the Affordable Housing Advisory Committee.

Chapter 14-5: Form-Based Code

Adding churches as a permitted use (if they existed prior to August 2020) in the T5-M.

Added the other portion of the Street Hierarchy Map in Figure 5-25.

Added language in the Stormwater Management section per recommendations from Public Works and Engineering.

Added figures to the Code.

Chapter 14-6: Standards for Accessory, Temporary, and other uses.
Clarify language in the Accessory Dwelling Unit section.
Add standards for recreational vehicles.

Chapter 14-7: Access, Circulation, and Parking

Added standards for drive aisles.

Edit the standards for parallel parking spaces in 14-7-24 to match the general standards.

Update 14-7-31 to have vehicular access points based on street and not parcel.

Chapter 14-9: Environment

Updated language throughout per recommendations from Public Works and Engineering.

Chapter 14-10: Subdivision and Site Design; Public Improvements

Updated language throughout per recommendations from Public Works and Engineering.

Added the breakdown of active and passive recreation, which was erroneously left out of the Code.

Recommendation

The Development Review Committee (DRC) recommended approval on September 6, 2022.

The Planning Advisory Board (PAB) recommended approval on October 5, 2022.

The City Commission approved the first reading on November 1, 2022.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

1. (S) - Proposed Ordinance 22-017
2. Advertisement

PROPOSED ORDINANCE #22-017

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA THAT CHAPTER 14 AND SECTION 42-48 IS AMENDED TO READ AS FOLLOWS:

SECTION 1. Chapter 14 and Section 42-48 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached "Exhibit A."

SECTION 2. All ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect immediately upon its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this _____ day of _____, 20____.

Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

“Exhibit A”

CHAPTER 14-2: TERMS DEFINED

Certain terms or words in this chapter shall be defined as follows unless the text of the article or section in which used clearly indicates otherwise. Terms not defined in this chapter of Code shall be interpreted according to the definition found in a common dictionary based on the context used.

A-Frame Sign. See "Pedestrian Oriented Sign."

Abandoned, inoperative or discarded motor vehicle. A motor vehicle which is in a state of disuse, neglect, or abandonment, a motor vehicle without a license plate, a motor vehicle with a license plate that is not registered to that motor vehicle, a motor vehicle that does not have a registration sticker affixed to the license plate, or a motor vehicle that has a registration sticker affixed to the license plate which has been expired for a period of at least 90 days. Evidence of disuse, neglect or abandonment may include, but is not limited to, factors such as: vehicle being wrecked and inoperative; inoperative as evidenced by vegetation underneath as high as the vehicle body or frame; refuse or debris collected underneath or the vehicle being used solely for storage purposes; if it is partially dismantled, having no engine, transmission, or other major and visible parts; having major and visible parts which are dismantled, incapable of functioning as a motor vehicle in its present state; has only nominal salvage value; or being in any physical state rendering it inoperative. If the primary apparent evidence of disuse, neglect, or abandonment is vegetation growing under the vehicle, then the enforcement officer shall use his or her training and experience to determine whether, under the totality of the circumstances, the vehicle is in a state of evident disuse, neglect or abandonment. A vehicle will be considered abandoned or derelict if it is in an evident state of extended disuse or neglect.

Abandoned property. Wrecked or derelict property having no value other than nominal salvage value, if any, and which has been left abandoned and unprotected from the elements and shall include inoperative or partially dismantled motor vehicles, trailers, boats, machinery, refrigerators, washing machines, plumbing fixtures, furniture, other similar articles and shopping carts no matter what type of condition which have been discarded, placed upon any public property or vacant lot, left unattended, or which has no name or address fixed thereon.

Abandoned sign. (Sign subchapter definition.) A sign is considered abandoned if a business advertised on that sign is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business on that location.

Accessory dwelling unit (ADU). A separate, complete housekeeping unit with a separate entrance, kitchen, sleeping area and full bathroom facilities, which is an attached or detached extension to an existing or proposed single family structure.

Accessory storage area. The portion of the gross floor area of any buildings, other than the principal building, which is used for storage.

Accessory use or accessory structures. A use or structure customarily and clearly incidental and subordinate to the principal use or structure and located on the same lot with such principal use or structure.

Addition. Any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls in new construction.

Affordable Housing. Developments in which at least 20% of the units are set aside and meet the definition of affordable housing as defined in Chapter 420 of the Florida Statutes.

Agricultural uses. The use of land for farms, truck gardens, citrus groves, and/or farm animals.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Airport-dependent uses. Uses that require access to runways, hangars, and other parts of an airport. Examples include flight schools, aircraft fuel sales, aircraft or aviation equipment sales or rental, aircraft repair and servicing.

Airport-related uses. Uses typically located near airports, such as air museums, research and development facilities, aeronautical training, manufacturing and distribution. Commercial parking lots are not included in this category.

Alley. A public or private right-of-way that is primarily designed to serve as secondary access to the rear or side of those properties whose principal frontage is on some other street.

Alteration (of trees). The mutilation, such as girdling and heavy pruning or herbiciding that could kill the tree.

Alter, altered, or alteration. Any act that changes one or more of the exterior architectural features of a structure and any change to an interior feature of a structure which impacts the exterior of a structure, including the physical integrity of the structure as a whole. This includes, but is not limited to, the changing, eliminating or adding of roofing, siding materials, doors, door frames, windows, window frames, shutters, fences, railings, porches, balconies, signs, or other ornamentation. It includes the changing of exterior paint color if paint color is included in the design standards adopted by ordinance for the particular HPO district or historic landmark.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Animated sign. A sign which utilizes motion of any part by any means, or displays flashing, oscillating, sequential or intermittent lights other than time or temperature.

Appraised value. The just value (fair market value) of property as determined by the Osceola County Property Appraiser's Office.

Approach surface. A surface associated with a heliport which is trapezoidal in shape, which is located at a boundary of the primary surface, and which serves as an approach or departure path. The width of the base of the approach surface is equal to the width of the primary surface, and extends outward and upward for a horizontal distance of 4,000 feet, where its width is 500 feet. The slope of the approach is eight (horizontal) to one (vertical), starting at an initial elevation equal to that of the primary surface.

Attic. The interior part of a building contained within a pitched roof structure.

Arbor. A light, open structure having a lattice framework, usually supporting intertwined vines or flowers; a shaded, leafy recess, often formed by tree branches (see Figure 2-1).

Figure 2-1. Arbor



Arcade/gallery. An arcade is a series of arches, columns or piers often used to support an overhead covering to create a partially enclosed, protected walkway (see Figure 2-2).

**Figure 2-2.
Arcade/Gallery**



Architectural review committee (ARC). The ARC is a subcommittee of the development review committee, which reviews permits and other proposed improvements for adherence to certain established design criteria that are more subjective in nature. This committee consists of the DRC representatives from the building division, planning division and the historic preservation planner.

Area, gross floor. The sum of the gross horizontal area of all floors of a building measured from the exterior façade or from the centerline of a wall separating two buildings.

Area, ground floor. The portion of the gross floor area located on the floor with an elevation closest to the elevation of the finished grade of the portion of the lot in the vicinity of the building.

Area, living. A space within the exterior walls of a dwelling which is completely enclosed by masonry, wood or glass and is habitable year round. Garages and screened porches are excluded.

ASCE 24. A standard titled "Flood Resistant Design and Construction" that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Aviation specialist. A person with the technical expertise required to analyze and recommend appropriate solutions to noise pollution problems, navigable air space hazards, and combustible and explosive materials

hazards. The person must be competent in such areas as air traffic control procedures, flight procedures, and aircraft noise procedures and regulations.

Awning (canopy). A sheltering roof-like structure made of canvas or similar material and supported entirely from the exterior wall of a building and is often retractable (see Figure 2-3).

Figure 2-3. Awning



Awning signage. A sign, logo, or lettering placed on an awning.

Backlit sign. Signs consisting of opaque individually cut letters mounted directly on a structure (push-through letters) and illuminated from behind to create a silhouette of the sign.

Balcony. An open habitable portion of an upper floor extending beyond a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets. Balconies typically have one or more sides permanently open to the exterior except for a railing or parapet.

Band. Any horizontal flat member or molding or group of moldings projecting slightly from a wall plane, and usually marking a division in the wall.

Banner sign. A temporary sign having the characters, letters or illustrations applied to cloth, paper or fabric of any kind with only such material for backing.

Base flood. A flood having a one percent chance of being equaled or exceeded in any given year. (Also defined in Florida Building Code, B, Section 1612.2.) The base flood is commonly referred to as the 100-year flood or the one percent annual chance flood.

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). (Also defined in Florida Building Code, B, Section 1612.2.)

Basement. That portion of a building which is partly or completely below grade.

Bathroom. A room containing plumbing fixtures including a bathtub or shower.

Bed and breakfast facility. A lodging establishment in which no more than eight guest rooms are provided on a site to customers with breakfast available to such customers on the premises at no extra costs. In addition, such guest rooms have no provision for cooking in the guest rooms, the owner/operator lives on-site, and the length of stay ranges from one night to 29 nights. This term shall not be construed to mean a dwelling, community residential home, institutional care facility, shelter/halfway house, rooming house, or motel/hotel.

Bedroom. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

Bench sign. (Sign subchapter definition.) Any sign painted on or attached to a bench or to a shelter for persons awaiting public transportation.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Billboard. See "Outdoor advertising sign."

Billboard. Any sign advertising a business establishment, activity, product, or service (including entertainment), which is sold, produced, manufactured, available or furnished at a place other than on the property on which the sign is located.

Block. The aggregate of private lots, passages, and alleys, circumscribed by streets or public spaces.

Bona fide agricultural use. Land on which the city has determined that the use of the land for agricultural purposes is bona fide taking the following factors into consideration: the length of time the land has been so utilized, whether the use has been continuous, the purchase price paid, and whether an indicated effort has been made to use land in accordance with accepted agricultural practices.

Broadcast antenna. A structure, other than a personal wireless antenna or a standard antenna, which is used or designed to be used to convert radio-frequency currents from a transmitter into radio waves which then travel through space, or one which converts part of a passing radio wave into a radio-frequency current for further processing by a receiver.

Broadcast equipment cabinet. An accessory building or other enclosed accessory structure which is used or designed to be used in conjunction with broadcast antennas. This term does not include switching offices.

Broadcast tower. A self-supporting structure, other than a building, which extends over 50 feet above the ground and upon which one or more broadcast antennas are attached or designed to be attached. This term includes such structures which are located on buildings.

Build-to line. A line parallel to the block face, along which a building shall be built. The intent of a build-to line is to pull the building façade close to the street and street side sidewalk.

Building. Any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, equipment or materials. Building is a kind of structure.

Building frontage. Building frontage is the interface between the public or private street and the building interior. Examples of building frontage include a shopfront, porch, forecourt, arcade, and gallery.

Building height. See "Height."

Building official. That member of the city administrative staff so designated by the city manager and certified by the State of Florida.

Building, principal. The main building on a lot, which contains the principal use or uses and is usually located toward the frontage of the lot.

Building sign. A sign attached to a building. The term includes wall, projecting, awning, canopy and window signs.

Building, principal. A building in which is conducted the main or principal use of the lot on which said building is situated.

Bunting. Any kind of pennant, streamer or other similar fabric decoration.

Bus rapid transit. A premium form of bus service that operates similarly to light rail in terms of service frequency and quality. Typically includes dedicated right-of-way or other preemptive operational service to allow priority movement within vehicular rights-of-way.

Cabinet sign. An internally illuminated sign in which a removable sign face (usually with translucent sign graphics) is enclosed on all edges by a metal cabinet which contains the electrical and structural components of the sign.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Caliper. The diameter of a tree trunk as measured six inches up from grade level.

Canopy. See "Awning."

Canopy tree. A species of tree which normally grows to a mature height of 40 feet or more.

Carport. A permanent open car shelter.

Cemetery. Land used or intended to be used for the burial of human or animal remains, including crematories, mausoleums, and mortuaries, if operated in connection with and within the boundaries of such cemetery.

Certificate of occupancy. Document certifying that premises comply with provisions of zoning and/or building ordinances. Such document, as issued by local governmental agency, is required before premises can be occupied and title transferred.

Changeable copy sign (manual). Signs displaying messages, which can be manually changed by use of removable letters and numerals.

Channel sign. An internally illuminated sign in which letters consisting of individually lit cabinets are arranged on a raceway or other support to compose the overall sign.

Child care facility. Includes any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit. See F.S. § 402.302(2) for the full definition.

City. City of Kissimmee.

Civic building. A building designed specifically for a civic use (institutional, non-profit, government, religious or other non-commercial, civic oriented use).

Civic open space. A natural or landscaped outdoor area provided for the purpose of active or passive public recreation. May include publicly accessible outdoor amenities such as a playground, seating area, picnic area, multi-use path and temporary or permanent small outdoor performance space or religious facility.

Civic use. A use that is open to the public at least some of the time and provides a focal point for community interaction and fosters citizen participation in civic activities, including churches, temples, synagogues, mosques, and other religious facilities; lodges; college or university facilities; exhibition halls; grade schools; library; meeting halls; museum or similar facilities; performance theaters; post office; fire house; public administration offices; trade or specialty school facilities; or similar uses.

Club, non-profit. Shall include those associations and organizations of a fraternal, civic, educational, recreational or social character, which are not operated or maintained for profit (i.e., shall not include bars, nightclubs or other uses operated primarily as a business).

Co-location. The placement of more than one service provider's communications antennas on a single communications tower.

Cold air balloon sign. (Sign subchapter definition.) Any sign of uric type material, inflated by cold air to a point of semi-rigidity for the purpose of floating above the ground.

Colonnade. A number of columns arranged in order, supporting an entablature and usually one side of a roof.

Commercial building. Building occupied by office, retail and/or other commercial uses.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Commercial vehicle. Any vehicle designed or operated primarily for the transportation of persons or property in the furtherance of any commercial, industrial or business enterprise and includes any truck, van, panel-type vehicle, taxi, bus, wrecker, utility type vehicle, dump truck, or any other vehicle operated for compensation.

Commercial vehicle, heavy. A heavy commercial vehicle is any motor vehicle which:

- A. Has a gross vehicle weight rating, as defined by F.S. § 322.01, of 26,001 pounds or more;
- B. Is more than 35 feet long; or
- C. Has more than two axles.

In addition, the following shall be considered heavy commercial vehicles: any truck tractor as defined by F.S. § 316.003, any semitrailer as defined by F.S. § 316.003 which is more than 25 feet long.

Commission. Kissimmee City Commission.

Communication antenna. A personal wireless antenna or a broadcast antenna.

Communication equipment. A type of communications structure defined in this section as a communication antenna or a communications equipment cabinet.

Communication equipment cabinet. A personal wireless equipment cabinet or a broadcast equipment cabinet.

Communication facility. A type of communication structure such as a communication tower, broadcast equipment, or a personal wireless facility.

Communication tower. A personal wireless tower or a broadcast tower.

Communication tower, camouflaged. A communication tower which has been designed to unobtrusively blend into the existing surroundings and be designed so as not to have the appearance of a communication tower. Camouflaged towers on buildings must be disguised to appear as an accessory structure that is normally associated with the principal use occupying the property. Other camouflaged towers must be disguised to blend in with other facilities on the property or existing vegetation. An example of a camouflaged communication tower would be a tower that is constructed in the form and shape of a tree in order to appear to be part of a forested area, or a tower constructed to appear to be or to actually be a component of a bell or clock tower on sites with compatible buildings, or to be or appear to be a component of a church steeple on sites with churches.

Community center. A facility used for recreational, social, educational and cultural activities, usually owned and operated by a public or non-profit group or agency.

Community residential home. A dwelling unit licensed by the agency for health care administration, which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of residents. Homes of six or fewer residents which otherwise meet the definition of a community residential home shall be deemed a single family unit and a noncommercial, residential use. See F.S. ch. 419.

Comprehensive plan. The comprehensive development plan as adopted by Ordinance Number 1064 and as amended by Ordinance Number 1760 and other ordinances (also known as the Kissimmee Comprehensive Plan).

Conditional use. A use that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location, and/or relation to the surrounding area, would not adversely impact the public health, safety, and the general welfare.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Condominium. A building, or group of buildings, in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis, and subject to the provisions of F.S. ch. 718.

Consignment store. A retail service establishment which is engaged in the sale of consignment merchandise. Consignment is considered to be the act or process of entrusting goods to another to sell for the owner. The term does not include pawn shop.

Construct. The act of adding an addition to an existing structure or the erection of a new principal or accessory structure.

Contract construction office establishments. Establishments providing administrative space for businesses primarily engaged in construction on sites separated from the place of business such as general contractors and contractors involved in road construction, the construction of utilities, plumbing, heating and air conditioning, electrical work, masonry work, painting, carpentry, roofing, or flooring, which do not have onsite storage of construction equipment, fleet vehicles, or materials. For the purpose of this Code, the use is deemed to be an "office." The term, however, does not include temporary labor service establishments.

Contractor sign. A sign designating the name of the contractors undertaking remodeling improvements, whether commercial or residential.

Construction equipment. Self-propelled, truck- and trailer-mounted equipment and machinery used for the erection, repair, alteration, demolition, renovation and removal of any building, or structure, or excavation, filing, grading, dredging, farming or similar activities. Such items include derricks, cranes, hoists, dozers, tractors, drilling rigs, backhoes, paving equipment, farm equipment, rollers, lift trucks, tanks, generators, compressors, loaders and similar items.

Convenience sign. A sign displayed for convenience of the public, including signs which identify restrooms, location of public telephones, public entrances, freight entrances, hotel room identification, trash cans or the like.

Convenience store. A retail store that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who purchase only a relatively few items (in contrast to a "supermarket"). It is designed to attract and depends upon a huge volume of stop-and-go traffic.

Copy area. The square foot area enclosed by the perimeter of the sign structure, not including the base, other support structures or other architectural features of the sign that do not convey any advertising. In the case of a two-sided sign, only one side is included in this calculation. When a sign is composed of individual letters, symbols or logos only, the copy area is the area enclosed by a perimeter line (forming a geometric shape as outlined by § 14-11-3.A) enclosing all letters, symbols and logos.

Cornice. Projecting horizontal decorative molding along the top of a wall or building.

Corporate flag. A flag identifying a business or organization by use of the name or logo only of the business or organization where the flag is displayed.

Cul-de-sac. A local street with only one outlet and having an appropriate terminus for the safe and convenient reversal of traffic movement.

Debrushing. Includes the removal of vegetative cover other than trees regulated pursuant to chapter 14-8, part II.

Dedicated entrance. An entrance to an establishment from the exterior of a building that is intended solely for ingress and egress from that establishment. This does not include common entrances that lead to multiple establishments.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Density. The number of dwelling units per gross acreage of site area under common ownership. (See Gross acreage definition and section 14-4-6 for density calculations.)

Department. Kissimmee Development Services Department.

Design flood. The flood associated with the greater of the following two areas: (Also defined in Florida Building Code, B, Section 1612.2.)

- A. Area with a floodplain subject to a one percent or greater chance of flooding in any year; or
- B. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. (Also defined in Florida Building Code, B, Section 1612.2.)

Designated official. The city manager of Kissimmee or designated staff official by the city manager.

Designated species. Species that are listed as threatened, endangered, species of special concern, C1 or C2 as described and referenced in the most recent Florida Game and Fresh Water Fish Commission's publication entitled "Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida" and species listed in Tables V-2 and V-3 of the Conservation Element of the "Comprehensive Plan Inventory and Analysis."

Detached. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

Developer. Any person, firm, association, partnership, corporation, government or other legal or natural entity engaged in any development activity, including, but not limited to, any owner, lessee, agent, employee, contractor or subcontractor.

Development or development activity. Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, construction, installation, demolition, or removal of a structure, impervious surface or drainage facility, clearing, scraping, or otherwise removing the vegetation of a site, mining, dredging, filling, grading, paving, excavating, drilling operations or permanent storage of materials.

Development agreement. A legally binding document detailing the obligations of the property owner or authorized agent and the city specifying the standards and conditions that will govern the development of the property.

Development order. Any order granting, denying, or granting with conditions an application for a development permit.

Development permit. Any action of the city that has the effect of permitting the development of land, including building permit, subdivision approval, rezoning, conditional use or variance.

Diameter at breast height (DBH). The diameter of a tree measured 54 inches above grade. In the case of multiple trunks, the largest trunk shall be measured.

Directional sign. Any sign that directs the public to a location off-site whether: (1) For customer parking; or (2) A non-profit use such as a church or hospital.

Director. The director of the Kissimmee Development Services Department, or designee.

Directory sign. An index consisting of the names of tenants of an office building, shopping center or other multi-tenant business complex.

District, mixed-use. The following districts and transect zones are mixed-use districts: T4-O, T5, T6, RB-2, RPB and MUPUD.

District, non-residential. The following districts and transect zones are non-residential districts: B-1, B-2, B-3, HC, B-5, BP, IB, AO, AI, CF, UT, OS, and SD-H.

District, residential. The following districts and transect zones are residential districts: RE, RA-1, RA-2, RA-3, RA-4, RB-1, RC-1, RC-2, MH-1, MH-2, MHP, RPUD, and T4-R, and SRPUD.

Dormer. A structure projecting above a sloping roof, usually housing a vertical window. It is not part of the roof structure but is framed separately, and often provides daylight and ventilation for a room located in a garret or loft space (see Figure 2-4).

Figure 2-4. Dormer



Drip line. An imaginary vertical line that extends downward from the outermost portion of the tree crown to the ground.

Drive-through facility. An accessory facility to a principal use of a restaurant, bank, drug store, laundry and dry cleaning establishment, or other similar establishment, which allows customers to receive services, obtain goods or be entertained while remaining in their motor vehicles. The term includes drive-through facilities located within the principal building and also those located in a separate building from the principal use.

Duplex. A single building containing only two residential dwellings, whether the dwellings are located on the same lot or two separate lots (fee simple).

Dwelling, single family. A building containing only one residential dwelling.

Dwelling unit. A residential unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Early land preparation permit. A permit that allows the following activities when done in conjunction with a development that is undergoing subdivision, site plan or building permit review, but has not received final approval:

- A. Tree removal;

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

- B. Debrushing;
- C. Grading;
- D. Excavating; and
- E. Filling.

Easement. Authorization by a property owner for the use by another, and for a specified purpose, of any designated part of this property.

Economic return. (Historic preservation definition, see §§ 14-3-35 and 14-3-36.) A profit or capital appreciation from use, sale, or ownership of a structure that accrues from investment or labor.

Educational service establishments. Businesses primarily engaged in education, including: vocational and trade schools, business and stenographic schools, art and music schools, dancing schools, and correspondence schools.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Entrance, primary. The main point of access for pedestrians into a building.

Equipment sales, rental, and leasing, heavy. Establishments primarily engaged in sale, renting, and/or leasing of farming, landscaping or construction equipment, portable toilets, lawn care and similar equipment.

Equipment sales, rental, and leasing, light. Establishments primarily engaged in sale, renting, and/or leasing computers, electronics, appliances, medical equipment, party supplies, pianos, plants, vending machines, and similar types of equipment.

Escrow. A deposit of cash with the local government in lieu of an amount required and still in force on a performance or maintenance bond.

Establishment. The location of a business, whether in a single tenant building, or one tenant in a multi-tenant center.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced July 2, 1981. (Also defined in Florida Building Code, B, Section 1612.2.)

Expression line. A horizontal line, expressed by a material change or by a continuous projection not less than two inches nor more than one foot deep.

Exterior property. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

Façade. The face of a building from the ground to the roof line.

Façade, front/primary. The façade of a building that faces the street. In the case of a corner lot, it is the façade along the higher priority street on the street hierarchy.

Façade transparency. The amount of transparent window glass or other openings in the façade of a building, relative to the overall surface area of the façade.

Family. Two or more persons related by blood, marriage, legal adoption, or legal guardianship, living together as one housekeeping unit using one kitchen; or six or fewer unrelated persons living as one housekeeping unit using one kitchen; or a combination of the persons described above which are living together as one housekeeping unit using one kitchen.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Family day care home. A residence, licensed by the department of children and families, in which child care is regularly provided for children from at least two unrelated families and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. See F.S. § 402.302(8). For the purpose of this Code, family day care homes are classified as home occupation.

Farm animals. Horses, cattle, swine, poultry, sheep, and goats.

Feather banner. A temporary feather-shaped sign consisting of a fabric material attached to a freestanding support pole.

Fee simple. A private property land right, sometimes also referred to as a "fee simple absolute," whereby a property owner unconditionally owns a specified piece of land.

Fenestration. Transparent or semi-transparent door or window openings.

Financial institutions. Establishments primarily engaged in offering financial services, such as banks; savings and loan associations; credit unions, security and commodity brokers, dealers, and exchanges; and holding and investment companies.

Finished exterior grade. The top surface of lawns, walks and drives, or other improved surface after completion of construction or grading operations.

Flag lot. A lot with access provided to the bulk of the lot by means of a narrow corridor.

Flood damage resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. (Also defined in Florida Building Code, B, Section 1612.2.)

Flood hazard area. The greater of the following two areas: (Also defined in Florida Building Code, B, Section 1612.2.)

- A. The area within a floodplain subject to a one percent or greater chance of flooding in any year.
- B. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Floodlight. An artificial light source designed to give direct and/or reflective illumination over a large area. Vehicular parking lighting sources, wall packs, and security/surveillance lights shall be considered as floodlights.

Floodplain, 100-year. Areas inundated during a 100-year, or other specified flood event or identified by the National Flood Insurance Program as an A Zone or V Zone on flood insurance rate maps or flood hazard boundary maps.

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this act (may be referred to as the floodplain manager).

Floodplain development permit. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this act.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. (Also defined in Florida Building Code, B, Section 1612.2.)

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Floor area ratio (FAR). The ratio of the total floor area of building(s) to the size of the land for that location, or the limit imposed on such a ratio.

Forecourt. A type of building frontage that has a portion of the façade recessed from the street to create a courtyard.

Frontage buildout. The minimum percentage of the lot width which must be occupied by building façade within the required front or street side setback. For example, a property which is 100 feet wide with a frontage buildout percentage of 60 percent would require that at least 60 feet of façade length be maintained within the required setback (between the minimum and maximum setback).

Frontage, primary. The side of a lot facing a street. In the case of a corner lot, it is the frontage along the higher priority street on the street hierarchy.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Funeral home. A personal service establishment used for the preparation of the deceased for burial, for the display of the deceased, and for holding ceremonies before burial or cremation.

Future occupant sign. A temporary sign intended to advertise a business that has not yet opened or occupied the location where the sign has been placed. This sign is intended to provide public notice of future businesses until they can obtain a permit for a permanent sign.

Gable. A vertical surface on a building usually adjoining a pitched roof, commonly at an end, whose shape depends on the type of roof and parapet, although most often it is triangular; often extends from the level of the cornice up to the ridge of the roof. If the gable is on the façade, rather than the end, the building is said to be "front-gabled."

Gallery. See Arcade.

Garage sale. A sale of used household belongings by the owner of the belongings which is held on the lot where the owner lives. This term includes yard sale.

Gasoline service stations. Businesses primarily engaged in the retail dispensing of automotive fuels and oil and where grease, batteries, tires, and other automobile accessories may be dispensed at retail principally for automobiles, and where various automotive and convenience store services may be provided, except major mechanical and body work, straightening of frames or body parts, steam cleaning, painting, welding, storage of automobiles not in operating condition, and operation of a commercial off-street parking lot.

Girdling. The removal or destruction of bark radially around the trunk of a tree or shrub.

Gross acreage. The total acreage of the site excluding surface waters (as defined in F.A.C. 62-340.200(19)), wetlands (as defined in this Code), 100-year floodplains (as defined in this Code), and other environmentally fragile lands.

Ground cover. A low growing dense growth of plants other than grass that entirely covers the ground, such as pachysandra.

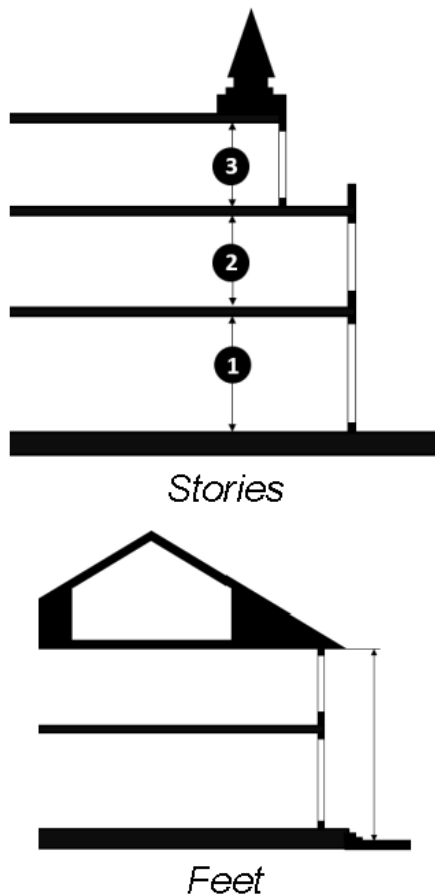
Ground sign. Any freestanding solid monument structure containing a sign face which is supported solely by its own ground-mounted base (or poles) not exceeding two feet in height and which is not attached or affixed in any way to a building or other structure.

Hanging sign. A sign that is placed under a marquee, awning or arcade, perpendicular to the building façade, and not intended to be seen by motorists.

Hatracking. The severe cutting back, topping, mutilation, girdling, herbiciding and heavy pruning of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove more than approximately one-third of the normal canopy and disfigure the tree.

Height. When measured in floors/stories, the vertical extent of a building, not including a raised basement, uninhabitable attic, or parking below the ground. When measured in feet, building height is the vertical distance of a structure measured from the finished floor elevation (FFE) to the eave of a sloped roof, or the base of the parapet in the case of flat roofs (see Figure 2-5).

Figure 2-5. Height



Helicopter. A rotorcraft that, for its horizontal motion, depends on its engine driven rotors. Tiltwing rotorcraft are not considered to be helicopters.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Heliport. An area of land, water, or a structural surface which is designed, used or intended to be used for the landing and take-off of helicopters, and any appurtenant areas which are designed to be used for helicopter support facilities such as maintenance, refueling, and parking.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is:

- A. Listed individually in the local register or in the National Register of Historic Places (a listing maintained by the United States Department of Interior); or
- B. Located within a local or National Register Historic District (a listing maintained by the United States Department of Interior); or
- C. Included in the official City of Kissimmee Survey of Historic Resources inventory (July 2004), available for review in the department; or
- D. Considered eligible for local designation according to the criteria listed in chapter 14-3.

Holiday-related merchandise. That merchandise which is directly related to or in connection with specific holidays as addressed in this chapter. Such merchandise includes Christmas trees, pumpkins, Halloween items and state-certified pyrotechnical items. These items shall not include paintings, stuffed animals, furniture or clothing.

Home improvement center. A retail sales establishment which is primarily engaged in the sale of construction materials (including a substantial amount of lumber), hardware, and other home improvement items.

Home occupation. A business conducted within a residential unit, by the occupant of the dwelling, when the activity is subordinate to the residential use.

Hotel or motel. A building or group of buildings in which sleeping accommodations are offered to the public and intended for rental to transients with a daily charge, and a length of stay of up to 29 nights. This term does not include bed and breakfast facilities.

Human signage. A sign that is held or worn, including costumes, by a person for the purpose of advertising, providing information about or promoting a business, commodity, service, product or other commercial activity.

Identification sign. A sign that is permitted to be installed only on a building or around the perimeter of a residential development or neighborhood to identify the name only, of the building, development or neighborhood.

Identification sign, building. A sign that is permitted to be installed only on a building of three stories in height or greater to identify the name only of the building development.

Identification sign, multiple lot non-residential development. A sign that is permitted to be installed on a perimeter wall or a freestanding monument sign at the entrance of a multiple lot non-residential development, such as an industrial or business park used for the purpose of identifying the development name and location.

Identification sign, residential. A sign that is permitted to be installed only around the perimeter of a residential development or neighborhood to identify the name only, of the building development or neighborhood.

Illuminated sign, external. Any sign illuminated by shielded electric lights which are not part of the sign.

Illuminated sign, internal. Any sign having characters, letters, designs, logos or outlines illuminated by electric lights located within the sign or luminous tubes designed for that purpose.

Impervious surfaces. Any surface which has been altered, covered, or controlled resulting in the virtual elimination of the infiltration and percolation of water to the underlying soils. The term includes most conventionally surfaced streets, roofs, sidewalks, parking areas, drives, paved pool decks or patios, and similar facilities.

Impervious surface area. Percentage of a given lot that may be built upon (including all structures and other impervious surfaces). It is calculated by dividing the square footage of all impervious surfaces on the site by the square footage of the site, exclusive of any submerged land or public road right-of-way.

Incidental and integral signs. Signs which are non-commercial in nature and integral and incidental to equipment, or machinery and cover not more than 20 percent of the exterior surface of such equipment, facilities or machinery. Also applies to memorial signs or tablets or names of buildings and date of erection. Such signs must be cut into masonry surface or constructed of bronze or other noncombustible materials when mounted on the face of a building.

Infill. The development of vacant or partially developed parcels surrounded by, or in close proximity to, areas that are substantially or fully developed.

Institutional care facility. Adult congregate living facilities, nursing homes, community residential homes with more than 14 residents, convalescent homes and similar facilities.

Instructional sign.

- A. A noncommercial sign permanently erected by the city, county or state, or any agency thereof, to denote the name of any thoroughfare, the route to any city, a public educational institution, a public building, park, recreational facility or hospital; to direct and regulate traffic; to denote any transportation route for the safety of the public.
- B. A noncommercial sign located on and relating to an activity on the premises upon which the sign is located, providing information to pedestrian and vehicular traffic, e.g. "entrance," "exit," "caution" and "no trespassing."
- C. A sign within a development, or at the entrance(s) thereto, showing the name(s) and directions to the location(s) of the subdivisions comprising the development, a sales office, and the like.

Irrigation. A permanent artificial method of applying water to plants.

Itinerant food vendor. A natural person or business entity that sells immediately consumable food products and non-alcoholic beverage items from a non-permanent cart, trailer or vehicle (an "itinerant food vending conveyance") at a fixed location on private property.

Kennel. An establishment used for the breeding or overnight boarding of pets, such as dogs and cats. This is not intended to include veterinary clinics or hospitals that provide occasional necessary overnight accommodations for animals undergoing medical procedures, or pet day-care facilities.

Laboratory, medical or dental. A facility used for the testing and analysis of medical or dental samples and materials.

Land clearing. See "Early land preparation permit" and "Site improvement permit."

Large indoor tourist attraction. An indoor business establishment located on a principal arterial roadway as designated by the comprehensive plan. Such an establishment must be located on a minimum of a ten-acre parcel of land and primary business activity must be performed in a structure of no less than 60,000 square feet in size. The primary business activity must be of an entertainment nature, which may include the serving of meals and other food items.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

- A. *Letter of map amendment (LOMA).* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- B. *Letter of map revision (LOMR).* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- C. *Letter of map revision based on fill (LOMR-F).* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- D. *Conditional letter of map revision (CLOMR).* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 CFR 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- A. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
- B. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- C. Available with special features enabling off-street or off-highway operation and use.

Live-work unit. A type of building designed to accommodate a residential use with an accessory office, business service or personal service component. Live-work units differ from home occupations in that the home occupation may be carried in any home and limits the interaction with customers, while the live-work unit is specifically designed for that purpose and allows customer interaction on the site.

Logo. A graphical symbol created for an individual company or product. It is designed to communicate quickly, and to be a distinctive and easily recognizable symbol.

Lot, corner. A lot where the interior angle of two sides adjacent to the intersection of two streets is less than 135 degrees. A lot abutting upon a curved street or streets shall be considered a corner lot for the purposes of this chapter if the arc is of less radius than 150 feet and the tangents to the curve, at the two points where the lot lines meet the curve or the straight street line extended, form an interior angle of less than 135 degrees. See Figure 2-7.

Lot depth. The distance between the midpoint of the front lot line and the midpoint of the rear lot line.

Lot, interior. Any lot fronting on only one street or road or at the intersection of two streets if said intersection forms an interior angle greater than 135 degrees. See Figure 2-7.

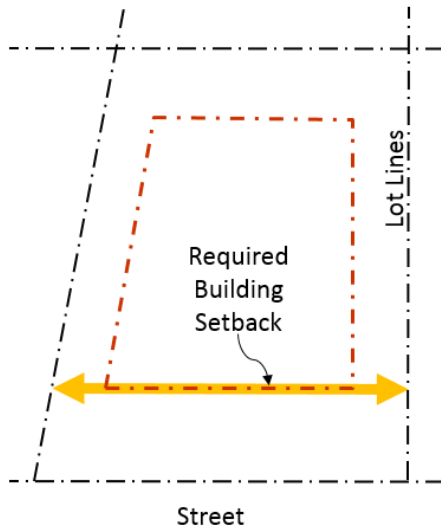
Lot, island. Any lot completely surrounded by streets.

Lot line. A property line separating a lot from property outside the lot.

Lot, through. Any lot having frontage on two more or less parallel streets as distinguished from a corner lot and having two opposite and more or less parallel interior lot lines. See Figure 2-7.

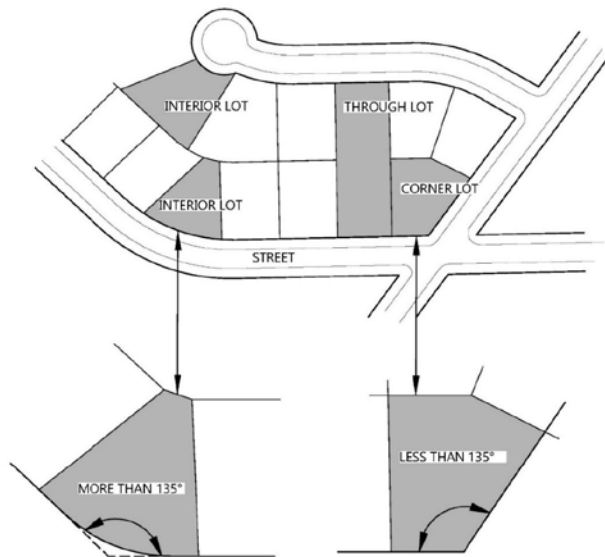
Lot width. The horizontal distance between the side lot lines, measured at the required front yard setback line (see Figure 2-6).

Figure 2-6. Lot Width



Lot. A designated parcel, tract, or area of land established as permitted by law.

**Figure 2-7. Corner Lots,
Interior Lots,
Through Lots**



Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. (Also defined in Florida Building Code, B, Section 1612.2.)

Manufactured home. A mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." (Also defined in F.A.C. 15C-1.0101.) The term may include park trailers, travel trailers, and similar structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision. For the purpose of administering floodplain management regulations, this term shall mean a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufactured home park or subdivision, existing. For the purpose of administering floodplain management regulations, this term shall mean a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before July 2, 1981.

Manufactured home park or subdivision, expansion. For the purpose of administering floodplain management regulations, this term shall mean the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Manufactured home park or subdivision, new. For floodplain management regulations, a new manufactured home park or subdivision shall mean a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the

installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after July 2, 1981.

Manufacturing, light. Manufacturing establishments involved in making:

- Small electrical or electronic apparatus;
- Coils, tubes and semiconductors;
- Communication, navigation, guidance and control equipment;
- Data processing equipment (including computer software);
- Glass edging and silvering equipment;
- Graphics and art equipment;
- Metering equipment;
- Radio and television equipment;
- Photographic equipment;
- Radar, infrared and ultraviolet equipment;
- Optical devices and equipment; or
- Filling and labeling machinery.

Manufacturing, medium. Manufacturing, assembling, storage and/or packaging of the following:

- Precision instruments;
- Jewelry and precious metal products, silverware;
- Clothing, leather products and other textiles, not involving dyeing or tanning of materials or coating with pyroclastic plastic or similar materials;
- Signs and advertising displays;
- Ceramic products, glass and glass products, using electrically fired kilns;
- Food and dairy products;
- Furniture;
- Cabinetry, metal, upholstery, and woodworking;
- Building materials;
- Pharmaceutical products, cosmetics, perfumes, candles and toiletries, except soap containing animal byproducts;
- Automobiles, golf carts, lawn equipment, and farm equipment;
- Non-chemical cleaning products; or
- Stationery.

Manufacturing, heavy. Establishment used for the mechanical or chemical transformation of materials or substances, including the bulk storage of raw materials, and which process may emit noise, vibration, dust, odor or pollutants. Activities include animal product processing facility, manufacturing, assembly and fabrication of large

scale or specialized industrial operations, firework/sparklers, processing and compounding of semi-finished products from raw material in bulk form to be used in an industrial operation.

Market. A meeting place of people for the purpose of trade or sale by means of private purchase.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this act, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, actual cash value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

Marquee. A permanent structure projecting from and supported by the building and extending beyond the building wall providing shade or shelter from the elements (see Figure 2-8).

Figure 2-8. Marquee



Marquee sign. A sign suspended from, attached to, supported from or forming a part of a marquee.

Massing. Massing describes the physical shape and form of a building or group of buildings. Building massing variables include building height, building frontage, lot coverage and lot width.

Message center sign. A sign on which the message can be changed electronically or mechanically, including time and temperature and tri-vision signs.

Mitigation. Action or actions taken to offset the adverse effects of development on off-site functions and the case of designated species to offset the adverse effects of development on on-site and off-site functions. Mitigation shall be evaluated on a case-by-case basis with respect to the replacement of lost functional value.

Mixed-use development. A development which includes a mixture of commercial, office, and/or residential uses. For a development to qualify as a "mixed-use" development, the secondary use may not be reserved for use only by the principal user (for example, a residents-only gym or an employee cafeteria) and must include the following, unless different percentages are specified elsewhere in this Code:

- A. If the development includes residential uses, they shall comprise a minimum of 20 percent of the total development square footage;

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

- B. Commercial uses shall comprise a minimum of 30 percent of the total development square footage or 3,500 square feet, whichever is less;
- C. Office uses shall comprise a minimum of 30 percent of the total development square footage.

Mobile home. A structure, transportable in one or more sections, which is eight body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained therein. The term does not include travel trailers or manufactured housing.

Mobile home and recreational vehicle sale, rental and leasing establishment. Premises where the principal use is the sale, rental or leasing of any mobile home or recreational vehicle. A mobile home and recreational vehicle sale, rental and leasing establishment shall not be deemed to include the storage, except for sales display, of any mobile homes or recreational vehicles or the sale, rental or leasing of any commercial or domestic vehicles.

Mobile medical unit. A temporary vehicular medical use used solely for purposes of temporarily collecting donated blood, blood cells, plasma, platelets, and the like, as well as those providing MRI, CAT scan, nuclear medicine, or other similar imaging, diagnostic, or testing procedures.

Mobile trailer sign. An electronic message board attached to a portable trailer typically used in a temporary fashion to inform the public of necessary events, detours, construction activity, or other items that may affect pedestrian and vehicular traffic flow.

Model sign. (Sign subchapter definition.) A sign which designates a particular dwelling unit which is exhibited to depict other units of a similar design that are for sale.

Monument sign. (Sign subchapter definition.) Any freestanding solid monument structure containing a sign face which is supported solely by its own ground-mounted base (or poles not exceeding two feet in height) and which is not attached or affixed to a building or other structure.

Motor vehicle. Any device or conveyance for transporting persons or property over the public streets, including, but not limited to, any automobile, motorcycle, motor truck, trailer, van, semi-trailer, tractor-trailer combination, commercial vehicle or trailer, recreational vehicle or trailer, and boat or boat trailer.

Motor vehicle sale, rental or leasing establishment. Premises where the principal use is the sale, rental or leasing of any commercial or domestic vehicle. The term shall not be deemed to include the storage, except for sales display, of trucks, machinery or equipment of more than 1½ tons in weight or buses, or the sales, rental or leasing of manufactured homes, mobile homes or recreational vehicles.

Motor vehicle repair establishment. Includes light and heavy repair establishments, as follows:

- A. Light repair, which may include any of the following:
 - 1. Sale and service of spark plugs, tires and batteries.
 - 2. Replacement of fan belts, brake fluids, light bulbs, fuses, floor mats, tires, windshield wipers and blades, and mirrors.
 - 3. Fluid replacement.
 - 4. Greasing and lubrication.
 - 5. Emergency repair of wiring.
 - 6. Minor adjustment not involving removal of the head of crankcase and grinding valves.
 - 7. Battery recharging.

8. Safety inspections.

- B. Heavy repair. Activities of greater intensity than those listed in A. Heavy repair shall also include the repair of heavy commercial vehicles, boats and boat motors.

Multi-family residential. A group of four or more dwellings occupying a single building on a site. The term includes both renter and occupant owned units, but does not include duplex, triplex or townhouse dwellings.

Multi-tenant center. A multi-tenant center which occupies a minimum of 25,000 square feet of building space or a hotel/motel that has a minimum of 200 guest rooms, at least one accessory use open to the public, and at least 150 feet of frontage on a single street.

Multi-tenant center, major. A multi-tenant center which occupies a minimum of 120,000 square feet of building space and has a least 400 feet of frontage on a single street.

Muntin. A secondary framing member to hold panes within a window, window wall, or glazed door.

New construction. For the purposes of administration of floodplain management regulations and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after July 2, 1981, and includes any subsequent improvements to such structures.

Noise specialist. A person with the technical expertise required to conduct research, studies, and investigations in order to analyze and recommend appropriate solutions to noise pollution problems in accordance with Federal Aviation Administration and Florida Department of Transportation regulations.

Nonconforming lot. Any lot which does not comply with one or more of the requirements pertaining to lot area, lot width, or lot depth in the zoning district in which the lot is located. Notwithstanding any other provision of this chapter, this term shall also include any parcel or tract which was created prior to the adoption of this section which would be deemed illegal and which does not comply with one or more of the requirements pertaining to lot area, lot width, or lot depth in the zoning district in which the lot is located. Any lot which has received a lot size variance or modification in accordance with chapter 14-3, part VII (Modification of Standards and Variances) shall not be considered a nonconforming lot as a result of any reduction from the normal lot size standards which is due to such waiver.

Nonconforming site improvements. Any lawfully established site improvements which do not comply with one or more of the requirements of this chapter pertaining to parking, loading, access, landscaping, screening, and other similar site design features except signs which are covered in chapter 14-11.

Nonconforming structure. Any lawfully established structure which does not comply with one or more of the requirements of this chapter pertaining to minimum structure setback, maximum lot coverage by buildings, maximum height for structures, maximum impervious surface, and other similar maximum or minimum structure limitations.

Nonconforming use. Any lawfully established use which is not allowed as a permitted or conditional use in the zoning district in which the use is located.

Occult science establishment. An establishment where fortune tellers, tarot card readers, palm readers, psychics, and the like offer their services.

Occupancy. The purpose for which a building or portion thereof is utilized or occupied.

Occupant. Any individual living or sleeping in a building or having possession of a space within a building.

Office. Establishments primarily engaged in providing any of the following: medical and other health-related services; administrative services; legal services; engineering and architectural services; accounting, auditing, and bookkeeping services; lawn care/landscaping and construction administration services; or similar activities. An

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

office establishment does not involve manufacturing, fabrication, production, processing, assembling, cleaning, testing, repair, or storage of materials, goods, equipment or products; or the sale or delivery of any materials, goods, equipment or products physically located on the premises.

Off-site directional sign. Any sign that directs the public to a location off-site whether:

- A. For customer parking; or
- B. A non-profit use such as a church or hospital.

Off-site sign. Any sign that advertises or directs the public to a location other than where the sign is located.

On-site directional sign. Any on-site sign that directs the public to the location of a building or parking area.

Open air. The space where air is unconfined or out-of-doors.

Open air market. Flea markets, bazaars, produce markets, roadside stands, curb market, or any open air sales shall have the same meaning of open air market as defined herein.

Open space. Any area of land or water at least 1,000 square feet in size which is essentially unimproved, and which has recreation, conservation, scenic, or preservation value. Retention/detention ponds are considered open space.

Open-sided porch. A roofed structure attached to a building, open on two or more sides, with railings or walls on the sides not exceeding 40 inches in height from the porch floor. The area between the roof and the railings or walls may not be covered with screening or netting or enclosed with windows or other materials.

Outdoor advertising sign. Any sign advertising a business (excluding a non-profit entity) establishment, activity, product, or service (including entertainment), which is sold, produced, manufactured, available or furnished at a place other than on the property on which the sign is located.

Outdoor dining. An unenclosed, open air area that contains tables, chairs and other similar facilities which is accessory to a licensed and operating restaurant, bakery, café, candy, confectionary and ice cream stores where food and beverage are served and consumed for pay. Outdoor dining shall not include the preparation of food or beverages, cooking, storage or placement of equipment of any kind, except the temporary placement of implements associated with the service of food. Does not include open air, open air market, outdoor display, outdoor storage, mobile food vending vehicles or any use of property that does not provide a permanent structure for restrooms and kitchen facilities.

Outdoor display. The placement of merchandise, commodities, equipment, materials or articles outside of a building for the purposes of attracting customers and displaying examples of items that are for retail sale within a building. Display shall constitute the placement of one sample of an item for sale within the building in accordance with the allowable uses of the zoning district.

Outdoor storage. The accumulation of merchandise, commodities, equipment, materials, containers, semi-trailers, inoperable vehicles, or articles outside of a building either used as stock in trade or related to the use of the site. This term does not include outdoor display.

Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Parasite sign. Any sign, for which no permit has been issued, which is attached to another sign.

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. (Defined in F.S. § 320.01.)

Parked vehicle sign. A sign placed on, painted on or affixed to a vehicle or trailer which is parked on a public right-of-way, public property or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property. However, this is not intended to include a sign placed on or affixed to a vehicle or trailer, such as lettering on motor vehicles, where the sign is incidental to the primary use of the vehicle or trailer and occupies less than 25 percent of any side or the rear of the vehicle. In addition, this term is not intended to include vehicles involved in the delivery or loading of materials at the site which are only at the site for short periods of time.

Vehicles parked onsite for longer periods of time must be parked to the side or rear of the building, must be located outside the first row of parking spaces adjacent to the street, and must meet setbacks from adjacent rights-of-way.

Parking area. An area or plot of land for the storage or parking of vehicles as designated upon an approved site plan for the property.

Pawn shop. An establishment that advances funds to a person for personal property on condition that the pledged property is left in the possession of the pawnbroker until redeemed by the pledger within an established period of time. If not redeemed within that time, the pawnbroker may then sell the property.

Pedestrian oriented sign. A portable sign not permanently secured or attached to the ground, building or other structure allowed for restaurants, retail and personal service establishments within the CRAO district and major multi-tenant center establishments to attract pedestrian traffic. A pedestrian oriented sign may be used to advertise changing specials such as food items, menus or other promotions; and shall only be used to advertise products or services available or for sale at the site where the sign is located.

Permanent employment services. Establishments which provide employees for long-term employment, which is in turn defined as continued service with an employer for a minimum of 90 days. This use shall be deemed "office." The term "permanent employment services" does not include temporary labor service establishments.

Permanent stationary flagstaff. A flagstaff which is securely fastened to the surface or ground on which it rests, and which cannot be easily dislodged.

Personal wireless antenna. A structure used or designed to be used by a personal wireless service which converts radio-frequency currents from a transmitter into radio waves which then travel through space, or one which converts part of a passing radio wave into a radio-frequency current for further processing by a receiver. Such antennas include, but are not limited to, dish antennas, whip antennas, and panel antennas (a single panel is an antenna) which are used by personal wireless services.

Personal wireless equipment. A type of communications structure defined in this section as a personal wireless antenna or a personal wireless equipment cabinet.

Personal wireless equipment cabinet. An accessory building or other enclosed accessory structure which is used or designed to be used to house telecommunication equipment which is used in conjunction with personal wireless antennas. This term does not include switching offices used or designed to be used by personal wireless services.

Personal wireless facility. A type of communication structure defined in this section as a personal wireless tower or a building with a type of structure defined in this section as personal wireless equipment.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Personal wireless service. A communication service establishment which is referred to as a commercial mobile service, unlicensed wireless service, or common carrier exchange access service by section 704(a)(7)(c)(1) of the Telecommunications Act of 1996.

Personal wireless tower. A self-supporting structure other than a building, which extends over 50 feet above the ground and upon which one or more personal wireless antennas are attached or designed to be attached. This term includes such structures which are located on buildings.

Pet day-care facility. A personal service facility where domesticated animals are supervised and cared for during the day.

Prune. To cut away, remove, cut off or cut back parts of the tree or plant. Also see "Hattracking" definition.

Pole sign. Any sign erected upon a pole, poles or a pylon, and which is wholly independent of any building and/or other structure for support.

Political sign. A temporary sign identifying and urging voter support for a particular election issue, political party, or candidate for public office in connection with any national, state, local election.

Porch. A roofed space attached to the outside of an outer wall of a building, open on one or more sides, which may have railings, screen or glass enclosure. A porch may have more than one story.

Portable sign. Any sign not permanently attached to the ground or other permanent structure or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; skid-mounted signs; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; and signs attached to or painted on vehicles parked to clearly provide advertising close to the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business, the sign area does not exceed the three-inch minimum (required by § 28-5 of the Code) and there is no reasonable alternative storage space.

Portable storage container. A box-like container transported by truck to a desired location. Such container is moved from the bed of a truck to the ground and back using a hydraulic metal framework or similar device.

Post sign. A sign that is not attached to a building but is supported by braces, post, or by any other means than by attachment to a building support. A post sign is a freestanding sign comprised of a vertical post to which a perpendicular arm is attached and from which a sign hangs.

Premises. A lot, plot or parcel of land, easement or public way, including any structures thereon.

Primary surface. A horizontal plane associated with a heliport at the elevation established for the heliport which coincides in site and shape to the designated takeoff and landing area of the heliport.

Project sign. A sign announcing a construction project either under construction or an intended use of the premises in the immediate future including the names of contractors, architects, engineers, the developer, lender, and the like.

Projecting sign. A sign attached to a building wall or other structure and extending perpendicular to its face a minimum of 15 inches.

Public improvement. Any drainage facility, roadway, sidewalk, bikeway, tree, water line, sewer line, or other facility for which the city may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which the city responsibility is established.

Public property. Lands and improvements owned by the federal government, the state, the county or municipalities, lying within the city and includes buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way and other similar property.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Public use. A structure or use intended or used for a public purpose by a city, county, state, federal or any other public agency. The term includes land, buildings, or structures used to provide protective, administrative, social, or recreational services directly to the general public, including police or fire stations, post offices and any other public facility providing the above services, but shall not be deemed to include public land or buildings devoted solely to the storage and maintenance of equipment and materials and shall not include utility and cultural facilities.

Public water system. A system that provides piped water to the public for human consumption, if it has at least 15 service connections or regularly serves at least 25 individuals daily at least 60 days out of the year and has a permitted groundwater withdrawal capacity of 100,000 gallons per day or greater. Such terms include:

- A. Any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system; and
- B. Any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system.

Real estate sign. A sign erected on-site by the owner or his or her agent, indicating property which is for rent, lease or sale, open for inspection, shown by appointment only or similar announcement.

Rear loaded spaces. That façade of the building where the driveway is located, which abuts the required rear yard as stipulated in this zoning code.

Recreation facilities, indoor. Enclosed public or private facilities containing amusement, entertainment, and/or recreational activities, such as theaters, bowling alleys, pool halls, dance halls, exercise studios, martial arts schools, and indoor sports facilities, such as tennis courts, handball courts, and swimming pools. The term shall not include indoor shooting ranges.

Recreation, active/outdoor. A public or private recreation area designed for vigorous activities conducted outdoors, such as, but not limited to, amusement parks, sports and athletic facilities (e.g., tennis, basketball, racquetball), miniature golf, go-cart tracks, water slides, and similar activities. The term shall not include golf courses or outdoor shooting ranges.

Recreation, passive. A public or private recreation area designed for and suitable for light activity and relaxation, including, but not limited to, sitting areas, walking trails, picnic pavilions, bicycle trails, playgrounds, botanical gardens, bird sanctuaries, nature trails and similar activities.

Recreational equipment. Includes, but is not limited to, recreational vehicles, boats, personal water craft, boat trailers, travel trailers, pickup campers or coaches (when over eight feet tall), tent trailers or pop-out campers, houseboats, self-propelled van type campers (when over eight feet tall), motor homes, and similar vehicles or items.

Recreational vehicle. A vehicle, including a park trailer, which is: (see F.S. § 320.01)

- A. Built on a single chassis;
- B. 400 square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light-duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Recycling collection center. A facility used for the collection and processing of recyclable materials, such as aluminum cans, paper, and the like, and which is conducted solely within an enclosed permanent structure. The facilities shall be manned at all times during hours of operation.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Recycling collection container. An incidental use that serves as a neighborhood drop-off point for temporary storage of recoverable resources. No processing of such items would be allowed. This facility would generally be located in a parking lot serving a shopping center, a church, a school or other similar uses.

Regulating plan. A map or set of maps that shows the physical locations and boundaries of regulatory items such as transect zones, future streets, and civic spaces subject to regulation by this Code.

Relocate, relocated, or relocation. (Historic preservation definition.) Any change in location of a structure on its site or to another site whether inside or outside an HPO district.

Repair service establishments, light. Businesses primarily engaged in repairing items such as electronics, appliances, furniture, medical equipment, musical instruments, vending machines, and similar types of equipment.

Repair service establishments, heavy. Businesses primarily engaged in repairing items such as farming, landscaping or construction equipment, and similar equipment.

Research and development establishments. Facilities associated with indoor research in the areas of biochemistry, chemistry, electricity, photography, medicine, metallurgy, pharmaceuticals, or radiation, producing no noise, smoke, glare, vibration, or odor detectable outside the building.

Restore, restored, or restoration. The act or process of recovering the form and details of a structure and its setting as it appeared at a particular period of time by means of removal or later work and/or by the replacement of missing earlier work.

Retail frontage. Frontage designated on the downtown form-based code special requirements plan that requires or recommends the provision of a shopfront, encouraging the ground level to be available for retail use.

Retail sales establishments. Businesses which are primarily engaged in selling merchandise to customers for personal or household use, such as grocery stores, bakeries, department stores, clothing stores, fabric shops, luggage stores, gift shops, jewelry stores, florist shops, camera shops, music stores, toy stores, book stores, newsstands, stationary stores, drugstores, antique stores, sporting goods stores, furniture stores, appliance stores, hardware stores, auto part stores, and bicycle shops. This term does not include junk yards or pawn shops but includes consignment stores and secondhand merchandise establishments.

Right-of-way. The strip of land dedicated for pedestrian and vehicular movement, which may also accommodate public utilities. The term right-of-way includes public and private rights-of-way.

Right-of-way utilization permit. A permit authorized by the public works and engineering department for work and improvements conducted within a public right-of-way.

Roof sign. A sign erected over, across or on the roof of any building, which is dependent on the roof, parapet or upper walls of a building for support.

Rooming house. A lodging establishment where individual rooms are offered for occupancy to the public for periods of 30 days or more, with no provision for cooking in individual rooms but where meals may be regularly prepared and served for compensation, provided the food is placed upon the table family-style without service or ordering individual portions from a menu. This term shall not be construed to mean a dwelling, bed and breakfast facility, community residential home, institutional care residential facility, shelter/halfway house, or motel/hotel.

Sandwich board sign. A portable sign not permanently secured or attached to the ground, usually in a two-sided A-frame design. Sidewalk sign.

School. Any educational institution which provides elementary, middle or high school education. When not specified, the term includes both public and private schools.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

School, private. A non-public educational institution which meets state requirements for primary, secondary or higher education and which receives little or no funding from government sources.

School, public. Any non-profit educational institution which provides elementary, middle or high school education as regulated by the Osceola County School Board, state or federal governing agency. This may also include alternative or charter schools.

1. Elementary: an educational institution establishment where children receive the first stage of compulsory education known as elementary or primary education - pre-kindergarten through fifth grade.
2. K-8: an educational institution establishment with a continuous grade span that begins with kindergarten or pre-kindergarten and ends after the eighth grade in which the upper grade spans implement middle-level best practices - pre-kindergarten through eighth grade.
3. Middle: an educational institution establishment which covers a period of education that straddles elementary education (elementary school) and secondary education (high school) serving as a bridge between the two - sixth grade through eighth grade.
4. High: an educational institution establishment which provides secondary education - ninth grade through 12th grade.
5. Alternative: an educational institution establishment with a curriculum and methods that is non-traditional. These schools have a special curriculum offering a more flexible program of study than a traditional school.
6. Charter: publicly funded schools that have been freed from some of the rules, regulations and statutes that apply to other public schools in exchange for some type of accountability for producing certain results, which are set forth in each school's charter.

Screened enclosures. A structure almost entirely encased with screen or screen-type material, the roof portion likewise.

Screened porch. A structure which is part of a dwelling and which is almost entirely encased with screen or screen-type material, the roof portion a conventional-type weatherized roof.

Secondhand merchandise establishment. Retail sales establishments primarily engaged in selling secondhand merchandise. The term does not include auction facilities, or pawn shops.

Self-service storage facility. Any real property designed and used for the purpose of renting or leasing individual storage stalls or lockers to tenants who are to have access to such stalls or lockers for the purpose of storing and removing personal property and where at least 50 percent of the stalls or lockers have a gross floor area of 500 square feet or less. These stalls or lockers shall be used for goods which are not in use and which are not associated with any office, retail, or other business use located on the lot. These stalls or lockers shall not be used to store radioactive materials, explosives, or flammable or hazardous chemicals. No such stall or locker shall be used for residential purposes or for conducting retail trade, wholesale trade, production, assembling, repair, treatment, packaging, or office activities.

Service establishments, business. Establishments primarily engaged in rendering services to other business establishments, other than professional, educational, repair, leasing, building, landscape maintenance, temporary labor, or contract construction services. Business service establishments shall include, but not be limited to, advertising agencies, interior cleaning services, computer and data processing services, detective agencies and security services, news syndicates, personnel services (excluding temporary labor), photofinishing laboratories, photography, art and graphics services, and printing services, with no use or storage of noxious chemicals apparent off-site (printing services using noxious chemicals are classified as service [establishments], intensive).

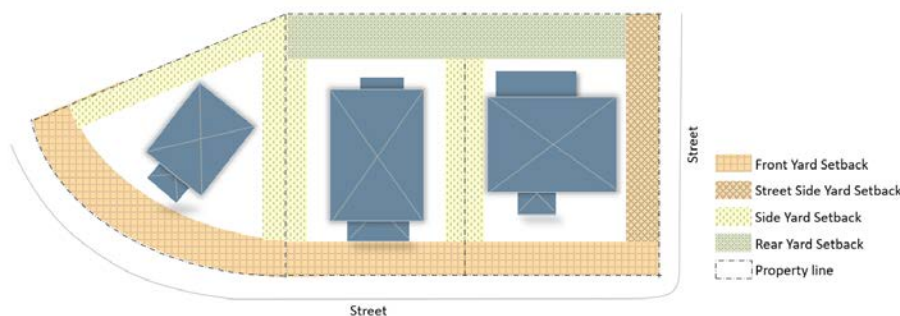
Service establishments, communication. Establishments primarily engaged in communication activities, including newspaper and printing services, television and radio studios, and telephone offices.

Service establishments, intensive. Establishments primarily engaged in providing any of the following services: industrial cleaning (e.g., carpet cleaning plants), pest control, printing and publishing plants using noxious chemicals, landscaping or general contractor establishments which include onsite storage of equipment or materials, or similar services. If the use does not involve manufacturing, fabrication, production, processing, assembling, cleaning, testing, repair, or storage of materials, goods, equipment or products; or the sale or delivery of any materials, goods, equipment or products physically located on the premises, the use may be classified as an office (see Office definition).

Service establishments, personal. Establishments primarily engaged in providing services involving the care of a person's apparel, pets, small appliances or other similar areas (other than health care), and including laundering and dry cleaning services (except those primarily serving other businesses), beauty and barber shops, garment alterations, health spas, dance studios, funeral homes, pet day care, travel agencies, and similar establishments.

Setback, required. The closest (minimum setback) or farthest (maximum setback) distance that a building, parking area or sign can be located from the adjacent property line, other structures, or environmental features (see Figure 2-9). See definition of "Yard."

Figure 2-9. Required Setbacks



Shelter/halfway house. A facility licensed by the Florida Department of Health and Rehabilitation Services that may provide one or more of a range of services, including room and board (short-term or long-term) and counseling services for:

- A. Battered women and children.
- B. Recovering patients from mental health, alcoholism, correctional or drug treatment facilities.
- C. The homeless.
- D. Those in need of emergency housing.

Shopping carts. Basket mounted on wheels or a similar device which is generally used in a retail or wholesale establishment by a customer or an employee of said establishment for the purpose of transporting goods of any kind.

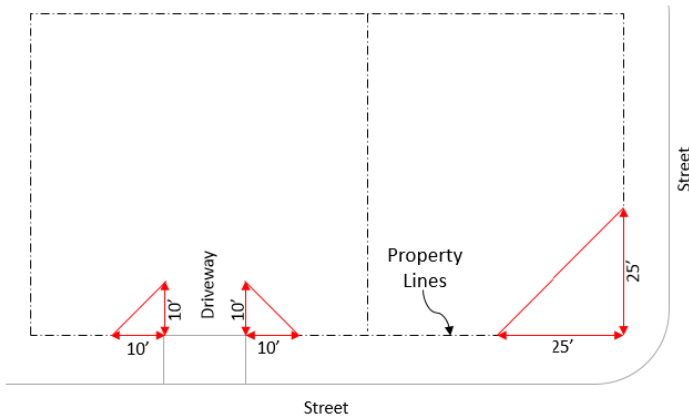
Shopfront. A building frontage typical of retail uses, with substantial glazing primarily intended for display windows.

Short-term rental. A residential dwelling intended for rental for a period of less than 30 days.

Shrub. A living, woody self-supporting non-deciduous plant smaller than a tree with multiple shoots or trunks from or near the base.

Sight triangle. Clear zones located at access drives and street intersections that must remain clear of vertical obstructions for visibility and more particularly described as follows (see Figure 2-10):

Figure 2-10. Short Triangle



- A. *Access drive and street.* The areas of property on both sides of an access drive formed by the intersection of each side of the accessway and the public right-of-way line with two sides of each triangle being ten feet in length from the point of intersection and the third side being a line connecting the ends of the two other sides.
- B. *Two streets.* The area of property located at a corner formed by the intersection of two or more public rights-of-way with two sides of the triangular area being 25 feet in length along the abutting public right-of-way lines, measured from their point of intersection, and the third side being a line connecting the ends of the other two sides.

Sign. Any structure and all parts composing the same, together with the frame, background or support therefor, which is used for advertising purposes or any statuary, sculpture molding, casting or other objects used for advertising purposes, or any flags, bunting or material used for advertising purposes, or for the purpose of attracting the attention of the public; also used for conveying non-business information. Murals and other true works of art are not considered signs. Symbolic buildings are not considered signs.

Sign area. See "Copy area."

Sign height. The height of the sign measured from the finished ground elevation to the top of the sign. If the area around the sign is bermed, then the height of the sign is determined from the crown of the fronting street.

Sign, wayfinding. An off-premises sign that is part of a city-sponsored and coordinated program for the purposes of facilitating vehicular tourist transit to local tourist destinations as designated and recognized by the city's wayfinding sign system plan.

Single family dwelling. Detached, single unit residential buildings.

Site improvement permit. A permit that allows the following activities when done in conjunction with a development that has received subdivision, site plan or building permit approval:

- A. Tree removal;
- B. Debrushing;
- C. Grading;
- D. Excavating;
- E. Filling; and
- F. The installation of utilities.

Snipe sign. A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, walls, trash receptacles or fences, or to other objects, and the advertising matter appearing thereof is not applicable to the present of the premises upon which such sign is located. Legal notices required by law are exempted. A snipe sign is also considered any freestanding temporary or portable sign placed in any public right-of-way.

Soil compaction. A change in soil physical properties which includes an increase in soil weight per unit volume, and a decrease in soil pore space. Soil compaction is caused by repeated vibrations, frequent traffic and weight. As related to tree roots, compacted soil can cause physical root damage, a decrease in soil oxygen levels with an increase in toxic gasses, and can be impervious to new root development.

Spatial enclosure. Spatial enclosure is the physical relationship of building height to roadway width.

Special event. Events such as circuses, fairs, carnivals, festivals, celebrations or gatherings, trade or product shows ~~with a minimum of five vendors~~, concerts, contests and similar events which are intended or likely to attract large crowds and which are unlike the customary or usual activities generally associated with the site upon which the event is to be located.

Special flood hazard area. An area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, AI-A30, AE, A99, AH, V1-V30, VE or V. (Also defined in Florida Building Code, B, Section 1612.2.)

Special requirements plan. A map that designates civic buildings and existing civic spaces as well as site specific standards within the form-based code area.

Standard antenna. A structure accessory to the principal use of the property, used to convert part of a passing radio wave into a radio-frequency current for further processing by a receiver. However, this term does not include personal wireless service antennas as defined by this section or any antenna structures used by FCC licensed telecommunication companies to transmit information to their residential or business customers. The term does include structures referred to as devices designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution service, and direct broadcast satellite services by section 207 of the Telecommunications Act of 1996. The term also includes amateur radio operator antennas.

Start of construction.

- A. For the purpose of administering floodplain management regulations, this term shall mean the date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, [or] the construction of columns.
- B. For the purpose of administering floodplain management regulations, this term shall mean permanent construction not including land preparation (such as clearing, grading, or filling), the installation of

streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Also defined in Florida Building Code, B, Section 1612.2.)

Stoop. A small platform and/or entrance stairway at a house door, commonly covered by a secondary roof or awning. The stoop shall project from the primary front building plane. Catwalks or breezeways are not considered stoops.

Storage, self-service (mini-warehouses). Any building, or group of buildings, in a controlled access compound that contains varying sizes of individual, compartmentalized and controlled access stalls or lockers for the storage of goods belonging to the individual lessees of the stalls and accessible to the lessees through individual doors.

Story. That portion of a building that is habitable and extends from the surface of any finished floor and the finished ceiling above it. Uninhabitable attics, raised basements, and underground parking are not considered stories for the purpose of determining building height.

Street. A paved road intended for use by motor vehicles, bicycles, and pedestrians that includes a paved surface, gutters, and curbs.

Street wall (garden wall). A freestanding wall built within the front or street side setback, often for the purpose of masking a parking lot from the thoroughfare.

Structure. A walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other man-made facilities or infrastructure.

Subdivision. The division of land into two or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land for the purpose, whether immediate or future, of transfer of ownership, or the establishment of a new street. The term subdivision shall also include any resubdivision.

Subdivision, major. Any subdivision which is not a minor subdivision.

Subdivision, minor. A subdivision in which three lots or less are created and no subdivision improvements are to be constructed.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. (Also defined in Florida Building Code, B, Section 1612.2.)

Substantial improvement. Any combination of repairs, reconstruction, alteration or improvements to a building, in which the cumulative cost equals or exceeds 50 percent of the market value of the building. The market value of the building should be:

- A. The appraised value of the building prior to the start of the initial repair or improvement; or
- B. In the case of damage, the value of the building prior to the damage occurring.

This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. For the purpose of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include any project for improvement of a building required to comply with existing health, sanitary or safety code specifications which have been identified by the code enforcement official and which are solely necessary to assure safe living

conditions. The term also does not include any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Swimming pools. A manufactured device made for swimming whether above ground or below ground and containing 5,000 gallons or more of water with a circulating device; also spa, hot tub or other device used for lounging.

Swinging sign. (Sign subchapter definition.) Any sign that swings freely from or on supports regardless of the guy wires used in connection therewith.

Symbolic building. A building which has a significant portion of its exterior designed in a manner which would appear to advertise a product or service because of the resemblance of the shape of the building feature to the shape of the product or to the image of the service activity.

Temporary employment services. Establishments which provide temporary employees to work with businesses which may require temporary professional, secretarial, clerical, or other personnel for work assignments. This term does not include temporary labor service establishments. This use shall be deemed "office."

Temporary labor service establishments. Establishments which provide temporary employees to perform manual work with businesses and such employees usually depart for their work assignment from the labor service establishment office and/or usually receive their assignment at the labor service establishment office on a day the work is to be performed.

Temporary sign. (Sign subchapter definition.) Any sign to be displayed for a limited period as specified in § 14-11-9 must be deemed a temporary sign.

Tenant. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

Terminated vista. A building, structure, or portion of a building or structure, specifically designed to visually attract a viewer's attention at the end of a visual axis, i.e. to terminate a view. A terminated vista may include towers, corner towers, symmetrical façades centered on a visual axis, an architecturally embellished entry, or similar distinctive architectural devices.

Time and temperature sign. (Sign subchapter definition.) A display containing illuminated numerals flashing alternately to show the time, temperature and/or public service message.

Time-share dwelling. A dwelling used as a time-share unit which is intended for occupancy for a period of less than 30 days. The term "time-share unit" is defined in F.S. § 721.05.

Topping. The trimming of a tree to prevent the natural upwardly growth of a tree, significantly altering its natural shape. Also see "Hatracking" definition.

Tower. A stand-alone structure that is significantly taller than it is wide, or a portion of a building that is significantly taller than it is wide and typically has more detail than the surrounding building(s). When a tower is a portion of a building, the tower eave or cornice is taller than the remainder of the building eave or cornice height and one or more of the tower façades is located forward of the remaining building façade.

Townhouse. A group of three or more dwelling units erected in a row, with each dwelling being separated from the adjoining dwellings by an approved masonry partition or walls, and with each dwelling unit being located on a separate lot abutting a public or private street.

Tract. A lot, piece or parcel of land owned by common ownership or dedicated to the city for public use.

Trailers. Includes, but is not limited to, utility trailers, animal trailers, car haulers, barbecue-smoker trailers, and other such items designed to be pulled on public roadways by motor vehicles, but excluding those vehicles and other items defined as recreational equipment.

Transect (transect zone). A planning and zoning tool that organizes zones in a continuum from rural to urban, referred to as T1, T2, T3, T4, T5, and T6 where T1 is the most rural and T6 is the most urban. Each transect zone has common characteristics that facilitate form-based regulation.

Transit-way. A dedicated transit lane within the roadway right-of-way. Typically distinguishable from vehicular lanes of traffic through distinct pavement coloring, pavement markings or other design features. Transit-way design driven by transit type.

Transition surface. A surface associated with a heliport which extends outward and upward from the primary and approach surfaces. A transition surface extends for a distance of 250 feet measured horizontally from the centerline of the primary and approach surfaces. The slope of a transition surface is two (horizontal) to one (vertical).

Tree. A living, woody self-supporting plant normally having a minimum height of 15 feet at maturity and a minimum main stem of 4½ inches DBH (diameter at breast height) at maturity.

Tree, canopy. See "Canopy tree."

Tree survey. An aerial map, drawing or survey prepared to the same scale as the related development plan or preliminary plat, which provides the location, dropline, DBH, common name and which are to be removed and preserved for all trees that are four inches in DBH and above. Areas identified as wetlands by appropriate governmental agencies shall be exempt from this provision. However, the location and limits of such wetlands shall be designated on the survey.

Tree, understory. See "Understory tree."

Trellis. An open grating or latticework, of either metal or wood, for the support of vines.

Trim. To reduce, shorten or diminish gradually a tree, plant or parts of a plant without altering the existing shape. See also "Hattracking" and "Topping" definitions.

Triplex. A building used for residential purposes which, whether occupied or vacant, contains three dwellings.

Tri-vision sign. Signs which contain triangular tubes which rotate at fixed intervals to display different advertising messages.

Under-canopy sign. A sign hung underneath a pedestrian shelter canopy.

Understory tree. A species of tree which normally grows to a mature height of 15 to 39 feet.

Unoccupied. A structure that is not occupied or that is occupied by unauthorized persons. In the case of multi-tenant structures, unoccupied means when any one unit/tenant is unoccupied or occupied by unauthorized persons.

Use. The purpose for which land or a structure is designed, arranged, or intended, or for which it is occupied or maintained.

Utility facility, major. A site or facility housing any of the following uses:

- A. Electric substations or distribution centers including transformer stations.
- B. Natural gas, oil or other petroleum product metering, regulating, compressor, control or distribution stations, and local office space incidental thereto and necessary for the operation of such station, but shall not include any storage facilities.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

- C. Major sewage pumping facilities.
- D. Telecommunication facilities, including, but not limited to, exchanges, dial centers, or repeater stations. Telecommunication towers and antennas are not included in the definition of "utility facility."
- E. Major potable water storage, control, or pumping facilities.
- F. Service or supply yards for any of the above uses.
- G. Wastewater treatment plants.

Vacant. Lands or buildings that are not actively used for any purpose.

Variance. A grant of relief from the requirements of the zoning ordinance.

Variance, floodplain. A grant of relief from the requirements of chapter 14-9, or the flood resistant construction requirements of the Florida Building Code which would permit construction in a manner not otherwise permitted by the aforementioned regulatory instruments.

Vehicular use area. Those on-site areas devoted to the circulation, loading, storage or parking of motor vehicles.

Wall sign.

- A. A sign which is affixed to and flat against an exterior wall, fascia, cantilever, marquee, mansard, door or window of any building which is parallel thereto and supported by said wall, fascia, cantilever, marquee, awning, mansard or building. No sign shall project higher than the top of the wall, fascia, mansard or building.
- B. A sign which is affixed to and flat against an exterior façade of a building and may consist of individually mounted letters and characters.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Water dependent use. A use which can only be carried out on, in, or adjacent to water and the location or access is needed for:

- A. Waterborne transportation (such as moorage, fueling, and servicing of boats);
- B. Recreation (active recreation such as swimming, boating, or fishing; passive recreation such as viewing or walking); or
- C. Marine research or education (such as viewing, sampling, recording information, conducting experiments, teaching).

Water related use. A use which:

- A. Provides goods and/or services that are directly associated with water dependent uses (supplying materials to, or using products of, or offering commercial or personal services to water dependent uses); or
- B. If it were not located near the water, would experience a public loss of quality in the goods and services offered (evaluation of public loss of quality will include consideration of economic, social, and environmental consequences of the use).

Wayfinding sign, onsite. A directional sign utilized in multi-tenant centers intended to direct onsite traffic to specific tenants within the development.

Wayfinding sign, public. An off-premises sign that is part of a city-sponsored and coordinated program for the purposes of facilitating vehicular tourist transit to local tourist destinations as designated and recognized by the city's wayfinding sign system plan.

Warehouse. Any premises where the principal use is the storage of merchandise, products, or materials in bulk, for a fee or charge, or for distribution to other establishments operated by the same business enterprise or establishment. A warehouse may include accessory wholesale sales, but shall not be deemed to include retail sales establishments, motor freight terminals, or the bulk storage of flammable, explosive, toxic, or noxious materials as a principal use. A use that utilizes more than half of the square footage of the principal building for storage shall be deemed a warehouse.

Well. Any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed when the intended use of such excavation is to conduct groundwater from a source bed to the surface, by pumping or natural flow, when groundwater from such excavation is used or is to be used by a public water system.

Wetlands. Wetlands as defined in F.A.C. 62-340.200(19).

Wholesale trade establishments. Businesses which generally have substantial quantities of merchandise on the premises and which are primarily engaged in selling merchandise to other wholesalers, retailers, manufacturers, other businesses, governments, or institutions. This term does not include junk yards.

Window sign.

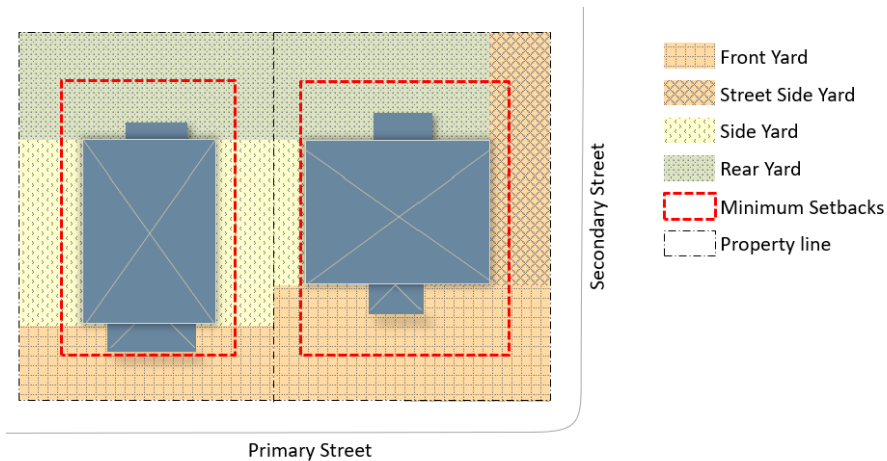
- A. A sign attached inside a store front window or door indicating the name of the business and/or main or accessory services or products or both.
- B. A sign which includes lettering adhered to the pane of glass or signs attached inside a store front window or door indicating the name of the business and/or service.

Window sign, permanent. A sign attached inside a store front window or door indicating the name of the business and/or main or accessory services or products or both. For measurement purposes, a window must be indicated by the frame surrounding said window, not by individual panes or mullions.

Window sign, temporary. A sign attached inside a store front window or door indicating items of a temporary nature such as promotions or events. For measurement purposes, a window must be indicated by the frame surrounding said window, not by individual panes, joints or mullions.

Yard. The area between a property line (front, side, street side or rear) and the building façade facing that line. The front and rear yards extend for the full width of the lot, while the side and street side yards extend from the interior edge of the front yard to the interior edge of the rear yard (see Figure 2-11).

Figure 2-11. Yards



- A. *Front yard.* A front yard is the yard which lies between the front property line and the building, and extends to the side property lines.
- B. *Street side yard.* A street side yard is the yard on a corner lot which lies between the property line along the secondary street and the building, and extending from the front yard to the rear property line.
- C. *Rear yard.* A rear yard is the yard which lies between the rear property line and the building, and extends to the side property lines or, in the case of a corner lot, to the street side yard.
- D. *Side yard.* A side yard is the yard which lies between the side property line and the building and which is bounded by the front and rear yards.

Yard setback zones. The areas created by the minimum front, rear and side yard depths measured perpendicular to the front, rear and side lot lines. Yard setback zones are illustrated in Figure 2-12.

PART III - LAND DEVELOPMENT CODE
CHAPTER 14-2: TERMS DEFINED

Figure 2-12. Yards/Setback Zones



Zero lot line. The location of a building on a lot in such a manner that one or more of the building's sides rests directly on a lot line.

(Code 1995, §§ 14-2-93, 14-2-116, 14-2-163, 14-2-240; Ord. No. 2038, 12-20-1994; Ord. No. 2064, 5-9-1995; Ord. No. 2065, 5-9-1995; Ord. No. 2071, 6-6-1995; Ord. No. 2119, 8-13-1996; Ord. No. 2122, 8-20-1996; Ord. No. 2139, 11-26-1996; Ord. No. 2146, 12-17-1996; Ord. No. 2147, 12-17-1996; Ord. No. 2157, 2-4-1997; Ord. No. 2158, 2-4-1997; Ord. No. 2173, 7-15-1997; Ord. No. 2210, 3-3-1998; Ord. No. 2264, 3-16-1999; Ord. No. 2312, 12-7-1999; Ord. No. 2331, 3-7-2000; Ord. No. 2342, 5-16-2000; Ord. No. 2371, 10-24-2000; Ord. 2467, 4-15-2003; Ord. No. 2519, 8-10-2004; Ord. No. 2545, 2-8-2005; Ord. No. 2563, 8-9-2005; Ord. No. 2589, 3-21-2006; Ord. No. 2609, 9-19-2006; Ord. No. 2678, 5-13-2008; Ord. No. 2690, 6-10-2008; Ord. No. 2708, 2-17-2009; Ord. No. 2721, 6-16-2009; Ord. No. 2732, 11-3-2009; Ord. No. 2740, 12-22-2009; Ord. No. 2743, 12-22-2009; Ord. No. 2744, 12-22-2009; Ord. No. 2750, 4-13-2010; Ord. No. 2772, 8-17-2010; Ord. No. 2773, 8-17-2010; Ord. No. 2794, 3-1-2011; Ord. No. 2805, 7-19-2011; Ord. No. 2824, 4-3-2012; Ord. No. 2831, 8-21-2012; Ord. No. 2858, 5-21-2013; Ord. No. 3034, § 1(ch. 14-2), 8-4-2020)

CHAPTER 14-3: DEVELOPMENT REVIEW BOARDS AND PROCEDURES

PART I. DEVELOPMENT REVIEW BOARDS

14-3-1. Planning advisory board.

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

- A. To act as the local planning agency as specified in F.S. § 163.3174, and exercise those powers including review and recommendation to the city commission relative to the comprehensive plan and amendments thereto.
- B. Review all proposed land development regulations, or amendments thereto, and all proposed zoning map amendments and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan, or elements or portions thereof.
- C. To review, hold public hearings and take action on conditional use applications.
- D. To perform any other duties and responsibilities assigned to it by the city commission or by law.

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

14-3-2. Board of adjustment.

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

- A. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the director in the enforcement of the Land Development Code.
- B. To approve requests for variances in accordance with section 14-3-51. Under no circumstances shall the board grant a variance to permit a use not permitted in the zoning district.

(Code 1995, § 14-2-221; Ord. No. 3034, § 1(14-3-2), 8-4-2020)

14-3-3. Development review committee (DRC).

- A. *DRC established.* There is hereby established a development review committee (DRC). The structure, membership, and duties of the DRC may be modified by the director. The following city departments and outside agencies shall be represented on the DRC. Should any of the members have a conflict of interest on a particular application reviewed by the committee, the member shall abstain from commenting on the application.
 - 1. Development services.
 - 2. Public works and engineering.
 - 3. Toho water authority (TWA).

-
4. Parks and recreation.
 5. Fire.
 6. Police.
 7. Airport.
 8. The school district of Osceola County, Florida.
 9. Kissimmee Utility Authority (KUA).
 10. Osceola County 911 addressing.
 11. Osceola County Planning and Zoning.
 12. South Florida Water Management District.
- B. *Power and duties.* The DRC, in addition to such other powers, duties, and authority as may be set forth elsewhere in this Code, shall have the following powers and duties:
1. Review the following applications and prepare comments addressing the application of all relevant codes and plans:
 - a. Amendments to the comprehensive plan and future land use map;
 - b. Land Development Code amendments;
 - c. Amendments to the official zoning map;
 - d. Site plans;
 - e. Subdivisions;
 - f. Conditional uses;
 - g. Development agreements (in conjunction with PUD approvals);
 - h. Developments of regional impact;
 - i. Modification of standards;
 - j. Variances; and
 - k. Other applications referred to the DRC by the director.
 2. To determine the impact of proposed developments upon the city's public facilities and services.
 3. To provide comments regarding consistency of proposed applications with the city's adopted Land Development Code.
 4. To perform any other duties that may be lawfully assigned to it.

(Code 1995, § 14-2-174(B); Ord. No. 2038, 12-20-1994; Ord. No. 2509, 3-16-2004; Ord. No. 2578, 12-6-2005; Ord. No. 2692, 6-24-2008; Ord. No. 2831, 8-21-2012; Ord. No. 2908, § 1, 10-6-2015; Ord. No. 3034, § 1(14-3-3), 8-4-2020)

14-3-4. Architectural review committee (ARC).

The ARC is a subcommittee of the development review committee, which reviews permits and other proposed improvements for adherence to certain established design standards contained in other chapters of this Code. This committee must consist of the DRC representatives from the building division, planning division and the historic preservation planner.

(Code 1995, § 14-2-174(B); Ord. No. 2038, 12-20-1994; Ord. No. 2509, 3-16-2004; Ord. No. 2578, 12-6-2005; Ord. No. 2692, 6-24-2008; Ord. No. 2831, 8-21-2012; Ord. No. 2908, § 1, 10-6-2015; Ord. No. 3034, § 1(14-3-4), 8-4-2020)

14-3-5. Code enforcement special magistrate.

The code enforcement special magistrate is established in chapter 16, article II of the city Code. As specified therein, the special magistrate is responsible for reviewing uncorrected violations resulting from enforcement of this title.

(Code 1995, § 14-2-222; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-3-5), 8-4-2020)

14-3-6. Historic preservation board.

This board is established in chapter 2, article III, division 8 of the city Code. As specified therein, this board is responsible for assisting with the protection, enhancement, and perpetuation of properties of historical merit and the areas in which they are located. This includes various powers and duties specified in Part V (Historic District and Landmark Designation) of this Code [chapter] which are associated with the implementation of Historic Preservation Overlay (HPO) ~~District~~ districts and historic landmark regulations.

(Code 1995, § 14-2-223; Ord. No. 2331, 3-7-2000; Ord. No. 3034, § 1(14-3-6), 8-4-2020)

14-3-7. Reserved.

14-3-8. Reserved.

14-3-9. Reserved.

PART II. DEVELOPMENT ORDERS AND PERMITS

14-3-10. Development order.

The purpose of requiring a development order is to ensure the availability of adequate services, determine compliance with specific development standards, and calculate impact/mobility fee assessments, when applicable, prior to the issuance of a building permit. The development order shall specify the terms and conditions regulating development.

- A. *Activities requiring a development order.* It shall be unlawful to change the use of an existing structure, modify an approved site plan, commence the clearing of land, excavations for, or the construction of any building or other structure, including accessory structures, or to store building materials or erect temporary field offices, or to commence the moving, alteration, or repair of any structure, including accessory structures, until a development order authorizing such activity has been issued.
- B. *Exceptions.* In addition to the construction of single family homes and duplex dwellings on individual lots, the following construction activities do not require a development order:
 - 1. Swimming pools;
 - 2. Decks;

-
3. Patios;
 4. Fences;
 5. Sheds (under 250 sq. ft.);
 6. Sign installation;
 7. Tree removal;
 8. Exterior above-ground renovations which do not add square footage to the building;
 9. Residential driveways;
 10. Interior renovations which do not add dwelling units or change the occupancy of the building;
and
 11. Additions to single family and duplex homes that meet code.
- C. *Required approvals.* No final development order shall be issued unless the following have been issued/approved:
1. Concurrency certificate.
 2. Site plan (in most cases).
 3. Construction drawings (in most cases).
 4. Early land preparation permit and site improvement permit.

(Code 1995, § 14-2-209; Ord. No. 3034, § 1(14-3-10), 8-4-2020)

14-3-11. Certificate of occupancy.

- A. *When required.* No land shall be used or occupied (except for agricultural purposes); no building hereafter erected, structurally altered (involving in excess of 50 percent of the gross floor area), erected, moved or extended shall be used; and no land or building shall be changed in use until a certificate of occupancy shall have been issued by the building official stating that the proposed use of the building or land conforms to the requirements of this Code.
- B. *Applications.* Application for such certificates shall be made at the same time as the application for a building permit, and the information required shall be included on the form for application for the building permit.
- C. *Timing.* The certificate of occupancy shall be issued within three days after the erection or structural alteration of such building or part of building has been completed in conformity with the provisions of this title, and upon written request to the building official.
- D. *Nonconforming use.* No such use shall be maintained, renewed, changed or extended until a certificate of occupancy shall have been issued by the building official, stating specifically the matters wherein the nonconforming use differs from the provisions of this title.
- E. *Grading.* In the case of single family, duplex and triplex residential lots, no certificate of occupancy shall be issued until final lot grading has been completed in accordance with the approved site improvement plan and, where applicable, an approved subdivision grading plan. All other lots shall be graded in accordance with the approved site improvement plan.
- F. *Temporary certificate of occupancy.* May be issued by the building official for a period not exceeding six months during the completion of alterations or during the partial occupancy of a building pending its completion. Such temporary certificate shall not be issued except under such conditions and safeguards as will adequately ensure the safety of the occupants.

-
- G. *Subdivision regulation violations.* Any parcel or tract created after the adoption of this ordinance which was not established in accordance with applicable subdivision regulations shall not be issued a certificate of occupancy.

(Code 1995, § 14-2-209; Ord. No. 3034, § 1(14-3-11), 8-4-2020)

14-3-12. Other permits.

In addition to a building permit meeting the requirements of the Florida Building Code, the city requires the following permit applications be submitted to the department, where applicable:

1. Early land preparation permit: See section 14-9-4.
2. Floodplain development permit: See section 14-9-1.
3. Concurrency certificate: See Part VIII of this chapter (Concurrency Management).

(Code 1995, § 14-2-209; Ord. No. 3034, § 1(14-3-12), 8-4-2020)

14-3-13. Reserved.

14-3-14. Reserved.

PART III. DEVELOPMENT REVIEW PROCEDURES OF GENERAL APPLICABILITY

14-3-15. Administration and enforcement.

- A. The director shall administer and enforce this chapter except where otherwise specified. These duties shall include receiving certain applications, inspecting premises, and issuing building permits and certificates of occupancy.
- B. If the director determines that provisions of this chapter are being violated, there shall be notification in writing to the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. The director may order discontinuance of the use of land or buildings; removal of buildings, additions or other structures; discontinuance of any work being done; or shall take any other action necessary to ensure compliance with this chapter.

(Code 1995, § 14-2-212(A); Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-3-15), 8-4-2020)

14-3-16. Level of review required.

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

Table 3-1: Development Order Review Authorities.

APPLICATION TYPE	See Section	Approval Type	Pre-Application Meeting ²	DRC	Board of Adjustment	Planning Advisory Board	Historic Preservation Board	City Commission
Comprehensive plan/LDC/zoning map amendments:								
Comprehensive plan/future land use map amendments (area-wide)	14-3-26	L	Yes	Yes	No	Yes	No	Yes
Comprehensive plan/future land use map amendments (site-specific)	14-3-26	L	Yes	Yes	No	Yes	No	Yes
Comprehensive plan/text amendment	14-3-26	L	Yes	Yes	No	Yes	No	Yes
LDC text amendments	14-3-27	L	Yes	No Yes	No	Yes	No	Yes
Zoning map amendment (area-wide)	14-3-27	L ¹	Yes	Yes	No	Yes	No	Yes
Zoning map amendment (site specific, PUD/conceptual plan)	14-3-27 14-3-28	Q	Yes	Yes	No	Yes	No	Yes
Site plans:								
Site plan	14-3-31	A	Yes	Yes	No	No	No	No
Construction drawings	14-3-32	A	No	Yes	No	No	No	No
Subdivisions:								
Preliminary plat	14-3-41	A	Yes	Yes	No	No	No	No
Final plat	14-3-42	Q	No	Yes	No	No	No	Yes
Vacation of streets and easements	14-3-47	L	Yes	Yes	No	No	No	Yes
Other activities:								
Certificate of appropriateness (major)	14-3-37	Q	Yes	No ⁴	No	No	Yes	No
Certificate of appropriateness (minor)	14-3-37	A	Yes	No	No	No	No	No
Conditional use	14-3-29	Q	Yes	Yes	No	Yes	No	No
Development agreement	14-3-30	L ³	Yes	Yes	No	Yes	No	Yes
DRI development order	14-3-30	Q	Yes	Yes	No	Yes	No	Yes
Historic district designation	14-3-35	L ¹	Yes	No	No	Yes	Yes	Yes
Historic landmark designation	14-3-36	Q	Yes	No	No	Yes	Yes	Yes
Modification of standards (<10 percent)	14-3-50	A	No	No	No	No	No	No

Created: 2021-08-13 15:01:42 [EST]

(Supp. No. 1)

Modification of standards (10 to 30 percent)	14-3-50	A	No	Yes	No	No	No	No
Variance ⁵	14-3-51	Q	Yes	Yes	Yes	No	No	No
Variance (subdivisions)	14-3-52	Q	Yes	Yes	No	No	No	Yes

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

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

² Yes = Encouraged.

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

⁴ DRC review required if the COA involves new construction.

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

(Ord. No. 3034, § 1(14-3-16), 8-4-2020)

14-3-17. Pre-application meeting.

Whenever a pre-application meeting is recommended or required per Table 3-1, the applicant may request such meeting with staff prior to filing an application. The pre-application meeting is an informal meeting to discuss the development review process requirements. If a pre-application meeting is held, the applicant is required to share preliminary plans and data to show existing conditions of the site and its vicinity and the proposed layout. Comments made by staff at a pre-application meeting are made solely for preliminary informational purposes and shall not be construed as an approval or denial or agreement to approve or deny any development order. Failure of staff to identify any required permits, procedures or standards at a pre-application conference shall not relieve the applicant of any such requirements nor constitute waiver of the requirement by the decision-making body.

(Ord. No. 3034, § 1(14-3-17), 8-4-2020)

14-3-18. Review of historic structures outside Historic Preservation Overlay (HPO) Districts.

When reviewing a site plan, subdivision, conditional use, demolition, or building permit application for a site containing a historic structure (as defined in chapter 14-2) outside of an HPO district and not located on a site with designated historic landmarks, the city shall assess the historical significance of the structure. Approval may be conditioned on the use of historic preservation measures. These measures may include actions which minimize the destruction of historically significant structures of sites; avoid the introduction of visible, audible, or atmospheric elements that are out of character with the property or significantly alter its setting; and limit activities which could result in the deterioration of historically significant features.

(Code 1995, § 14-2-46(D)(4); Ord. No. 2331, 3-7-2000; Ord. No. 2545, 2-8-2005; Ord. No. 2649, 6-12-2007; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-3-18), 8-4-2020)

14-3-19. Application submittal and review.

A. Fees.

1. *Development review fee schedule.* A separate document containing the city's development application fees shall be approved by the city commission.
2. *Impact/mobility fees.* The following impact/mobility fees will be required prior to the issuance of a building permit:
 - a. Recreation impact fees (see chapter 28, article III, division 2 of the Code of Ordinances);
 - b. Mobility fees (see chapter 9, article IX);
 - c. Educational system impact fees per the educational facilities interlocal agreement.
3. *Developer financing of public facilities.* As specified in section 14-3-57, under certain circumstances where the public facility level of service would be exceeded, the applicant may ~~have to~~ be directly responsible for public facility improvements. Similarly, all development must be connected to central sewer and ~~central~~ water; ~~this which~~ may necessitate developer financing of trunk line extensions. If the applicant is required to construct improvements to meet concurrency that would otherwise be covered by a required impact fee for that facility, the impact fee will be adjusted accordingly. This does not apply to site improvements.

B. Application forms and requirements.

1. The department shall maintain application forms and submittal requirements for all development applications referenced in this chapter.

-
2. Applicants for projects requiring more than one type of review (e.g., conditional use and site plan) may submit concurrent applications if determined appropriate by the director.
- C. *Completeness review of application.* When an application for development approval is submitted, the director shall make a determination as to whether the application is complete.
- D. *DRC review.*
1. After an application is determined to be complete, the director shall forward copies of the application to the DRC. Applications that do not require DRC review per Table 3-1 shall be reviewed by the director for compliance with the Land Development Code, comprehensive plan, city construction standards and specifications, and any other regulatory requirements.
 2. The DRC shall review the application and determine compliance with the requirements of the Land Development Code, comprehensive plan, city construction standards and specifications, if applicable, and any other applicable regulatory requirements. After reviewing the application, the DRC shall issue a report listing the requirements that need to be addressed. The DRC reserves the right to require additional reviews based on the level of plan changes requested.
 3. Upon receipt of a determination from the DRC on legislative or quasi-judicial applications, or a request from the applicant to proceed notwithstanding insufficiencies, the director shall prepare a report and recommendation to the appropriate decision-making or recommending body and schedule a hearing.

(Code 1995, § 14-2-213; Ord. No. 2038, 12-20-1994; Ord. No. 2182, 9-23-1997; Ord. No. 3034, § 1(14-3-19), 8-4-2020)

14-3-20. Public hearings.

The approving/reviewing authority shall conduct the public hearing in accordance with the hearing requirements noted in this section and the city standard operating procedures for public hearings. At the hearing, the authority shall approve, approve with conditions, continue, or deny the application.

- A. *Notice of public hearings.* All meetings of the city commission, the planning advisory board, board of adjustment, and historic preservation board shall be noticed and advertised in accordance the Florida Statutes, the city advertising standard operating procedures, and the rules of order of the city commission.
- B. *Approval subject to conditions.* When approving a development order or development permit application, the approving body may attach such conditions to the approval as deemed necessary to assure compliance with this Code. Such conditions may address matters including, but not limited to: limitations on size, bulk and location; duration of construction period; requirements for landscaping, signage, outdoor lighting and the provision of adequate ingress and egress; duration of the approval; design and appearance; hours of operation; and the mitigation of traffic and environmental impacts. Such conditions may be imposed for a specified period of time, after which time the condition shall expire and the obligations of the applicant pertaining to such condition shall be automatically terminated.

(Ord. No. 3034, § 1(14-3-20), 8-4-2020)

14-3-21. Appeals.

- A. *Appeal of administrative decisions.*

-
1. *In general.* The board of adjustment shall hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the director, city engineer or any other administrative officer of the city in the administration of the Land Development Code except where otherwise specified. Decisions shall be rendered in writing after due legal notice and public hearing with the essential reasons for board actions stated therein. Note: Violations of the Land Development Code that are not promptly corrected go to the code enforcement special magistrate rather than the board of adjustment.
 2. *Appeal procedures.*
 - a. Appeals shall be filed with the department within 30 calendar days of the administrative decision. A fee shall be charged in accordance with the development review fee schedule.
 - b. Following the submittal of an appeal, the city manager (or designee thereof) shall have 15 calendar days from the date of submittal to review the appeal, affirm or modify the decision being appealed, and send a notice to the applicant indicating the results of the review.
 - c. The applicant shall have 30 calendar days from the date the notice is sent to respond in writing to the city manager's (or designee thereof) review and to request that the original appeal or a modified appeal be acted upon by the board.
 - d. If the applicant requests in writing that the original appeal or a modified appeal be acted upon by the board, the board shall hold a public hearing after notification as indicated in section 14-3-20.A. In exercising administrative review of appeals, the board of adjustment may reverse or affirm, wholly or partly, or may modify the appealed decision and may make such decision and to that end shall have all the powers of the staff person from whom the appeal is taken.
 - e. Upon exhaustion of administrative remedies, the applicant may (and is limited to) seek certiorari review in the circuit court under the Florida Rules of Appellate Procedure.
- 5-3. *Stay of proceedings.* An appeal stays proceedings unless the director or any other administrative officer of the city can demonstrate to the board of adjustment or a court that a stay would cause imminent peril to life and property.
- 6-4. *Relation to other Code chapters.* No appeal may be granted pursuant to the requirements of this chapter for a provision of another title of the Code of Ordinances or an interlocal agreement (including those provisions which are cross referenced or summarized in this chapter), unless authorized by the title of the Code or the interlocal agreement in which the provision originated.
- B. *Appeal of DRC decisions.* Development review committee decisions may be appealed to the city commission.
- C. *Appeal of boards' decisions.*
1. Appeals of the board of adjustment decision shall be to the circuit court of the Ninth Judicial Circuit and shall be filed with the city clerk within ten calendar days of the board's decision.
 2. Historic preservation board and planning advisory board decisions may be appealed in writing to the city commission by the applicant or the city manager within ten calendar days. The city commission shall base their decision on the review criteria stated in this Code for the type of application and state reasons for its decision.
 3. Appeals of the city commission's decision shall be to a court of competent jurisdiction in a manner provided by the laws of the State of Florida. The appeal shall be filed within 30 days of the commission's decision.

(Code 1995, § 14-2-212; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-3-21), 8-4-2020)

14-3-22. Reserved.

14-3-23. Reserved.

14-3-24. Reserved.

PART IV. APPLICATIONS AND PROCEDURES

14-3-25. Annexations.

- A. *New annexations.* See F.S. ch. 171 for general annexation procedures.
- B. *Governing regulations.* In accordance with F.S. §§ 171.062 and 163.3202, all territory annexed to the city which is not assigned a future land use map future land use designation by the city will be subject to the Osceola County zoning and subdivision regulations which were in full force and effect immediately prior to the annexation until a future land use designation is assigned by the city. However, as a condition of annexation, property not assigned a future land use designation by the city may be subject to city zoning and subdivision regulations as provided by the annexation agreement.
- C. *Future land use map designation conversion policy.* At the time of annexation, one of two optional future land use map designation approaches will be specified by the city commission as outlined in the future land use element of the comprehensive plan. Either:
 - 1. The Osceola County future land use designation for the property will be automatically converted to an appropriate city future land use designation per the conversion table in the comprehensive plan; or
 - 2. The property will be given a city future land use designation in accordance with the future land use map amendment process as defined by F.S. ch. 163, and section 14-3-26.

(Code 1995, § 14-2-12; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-3-25), 8-4-2020)

14-3-26. Comprehensive plan text and map amendments.

- A. *Governing regulations.* Amendments to the Kissimmee Comprehensive Plan shall be made in accordance with F.S. ch. 163, and the following.
- B. *Submittals.* In the case of a future land use map amendment, the applicant shall be responsible for submitting the following materials:
 - 1. A map of the property in relation to surrounding streets.
 - 2. A map showing the current future land use designation of the property and the surrounding properties.
 - 3. The size of the property in acres.
 - 4. An analysis of the demand on public facilities.
 - 5. Findings regarding compatibility with the comprehensive plan.
 - 6. Reasons or findings as to why the amendment should be adopted.
 - 7. An ownership statement and legal description of the property.
- C. *Review procedures.*

-
1. *Development review committee.* The DRC shall review the application and make a recommendation to the planning advisory board.
 2. *Planning advisory board.* As the local planning agency, the board shall hold a public hearing (after a legal notice in accordance with F.S. ch. 163) and make a recommendation to the city commission.
 3. *City commission.* The city commission shall hold one or more public hearings and submit amendment materials to the Florida Department of Economic Opportunity in accordance with F.S. ch. 163.
- D. *Comprehensive plan amendment review criteria.*
1. *Future land use map amendments.* The following criteria, in addition to those provided in F.S. ch. 163, shall be used in reviewing proposed amendments to the future land use map of the Kissimmee Comprehensive Plan:
 - a. The proposed amendment shall promote and protect the public health, safety and general welfare.
 - b. The proposed amendment shall be needed due to one or more of the following reasons:
 - i. A change in conditions affecting the parcel.
 - ii. A deficiency in the amount of land available for uses allowed by the designation.
 - iii. The special suitability of the property for the proposed designation.
 - iv. An increase in land use compatibility which would result from the change.
 - v. An increase in the ability to satisfy public facility needs for the property or nearby areas which would occur because of the change.
 - vi. A decrease in public safety hazards which would result from the change.
 - vii. The benefit to environmentally sensitive areas.
 - c. The proposed amendment shall maintain or increase the potential for land use compatibility. Particular attention shall be given to the uses allowed by the designation, the existing uses of the property and nearby property, and existing and potential natural and man-made buffers.
 - d. The proposed amendment shall be consistent with the goals, objectives and policies of the city's comprehensive plan.
 2. *Comprehensive plan text amendments.* The following criteria shall be considered when reviewing text amendments:
 - a. The proposed amendment shall promote and protect the public health, safety and general welfare.
 - b. The proposed amendment shall be consistent with the other goals, objectives and policies of the city's comprehensive plan.
 - c. The proposed amendment shall maintain or increase the potential for land use compatibility.
 - d. If the text amendment relates to a specific parcel, the criteria for future land use map amendments shall apply.
- E. *Repeat application.* Once a future land use map change has been denied by the city commission, an application cannot be submitted for one year from the date of denial for the same future land use category. Upon good cause of proof that circumstances have changed, the city commission, in its discretion, may waive this provision. This subsection does not apply to an application withdrawn prior to or during a public hearing

on a proposed amendment. However, there may be no more than one withdrawal and resubmittal of an application for the same designation during the same calendar year.

- F. *Additional mixed-use (MU) future land use designation requirements.* In order to qualify for the MU future land use designation, a development must have a minimum site area of 25 acres and must have a planned unit development (PUD) zoning designation. If the site does not have PUD zoning, the applicant has one year from the effective date of the land use map amendment to rezone the property to PUD. If the site is not rezoned within one year of the effective date of the ordinance adopting the MU future land use designation, the city shall initiate amendments to the comprehensive plan to remove the MU future land use designation for the property. One six-month extension of this deadline may be granted by the city commission.

(Code 1995, § 14-2-201; Ord. No. 2038, 12-20-1994; Ord. No. 2138, 11-26-1996; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-3-26), 8-4-2020)

14-3-27. Zoning map and Land Development Code (LDC) amendments.

- A. *Governing regulations.* Zoning map and Land Development Code amendments shall be processed in accordance with F.S. § 166.041, and this section.
- B. *Review procedures.* Land Development Code and zoning map amendments may be initiated by a property owner or the city. The following procedures shall apply to all applications for amendment:
1. *Development review committee (DRC).* The DRC shall review the application and make a recommendation to the planning advisory board.
 2. *Planning advisory board (PAB).* The board shall hold a public hearing on the amendment and make a recommendation concerning its adoption to the city commission. As the local planning agency, the board shall also be responsible for making a recommendation in accordance with F.S. § 163.3194, regarding the relationship of the proposed amendment to the comprehensive plan. All public hearings on Land Development Code and zoning map amendments shall have a notice published in accordance with section 14-3-20.
 3. *City commission.* The city commission shall hold at least one public hearing on any Land Development Code or zoning map amendment; see F.S. § 166.041.
- C. *LDC text amendment criteria.* The following criteria shall also be used by the planning advisory board and city commission when reviewing any applications for amendments to the text of the LDC:
1. The proposed amendment is generally consistent with the comprehensive plan;
 2. The proposed amendment is generally consistent with the purpose and intent of the Land Development Code;
 3. The proposed amendment will not create use compatibility conflicts;
 4. The proposed amendment promotes the public health, safety and welfare.
- D. *Zoning map amendment review criteria.* The following criteria shall also be used by the planning advisory board and city commission when reviewing any applications for amendments to the zoning map:
1. The proposed amendment shall promote and protect the public health, safety and general welfare, and be consistent with the city's future land use map.
 2. The proposed amendment shall be needed due to one or more of the following reasons:
 - a. A change in conditions affecting the parcel.
 - b. A deficiency in the amount of land available for uses allowed by the designation.

-
- c. The special suitability of the property for the proposed designation.
 - d. An increase in land use compatibility which would result from the change.
 - e. An increase in the ability to satisfy public facility needs for the property or nearby areas which would occur because of the change.
 - f. A decrease in public safety hazards which would result from the change.
 - g. The benefit to environmentally sensitive areas.
- 3. The proposed amendment shall maintain or increase the potential for land use compatibility. Particular attention shall be given to the uses allowed by the designation, the existing uses of the property and nearby property, and existing and potential natural and man-made buffers.
 - 4. The proposed amendment shall be consistent with the goals, objectives and policies of the city's comprehensive plan.
- E. *Repeat applications.* Once a map change has been denied by the city commission, an application cannot be submitted for one year for the same district designation. Upon good cause of proof that circumstances have changed, the city commission, in its discretion, may waive this provision. This section does not apply to an application withdrawn prior to or during a public hearing on a proposed amendment. However, there may be no more than one withdrawal and resubmittal of an application for the same designation during the same calendar year.
- F. *Submittal for zoning map amendments.* The applicant shall submit the items specified on the application form including the following:
- 1. A map of the property in relation to surrounding streets.
 - 2. A map showing the current future land use and zoning district designations for the property and the surrounding properties.
 - 3. The size of the property in acres.
 - 4. Findings regarding compatibility with the comprehensive plan.
 - 5. Reasons or findings as to why the amendment should be adopted.
 - 6. An ownership statement and legal description of the property.

(Code 1995, § 14-2-202; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-3-27), 8-4-2020)

14-3-28. Zoning map amendment to planned unit development.

An application to rezone to PUD is reviewed like any other zoning map amendment except that it requires the review and approval of a conceptual plan concurrent with the zoning map amendment as outlined below.

- A. *Conceptual plan required.* Conceptual plan review is required in conjunction with zoning map amendment applications to planned unit development (PUD). The conceptual plan shall provide enough detail to enable all reviewers to understand how the proposed development will function in a unified environment. Changes to an approved conceptual development plan are also subject to the requirements of this section.
- B. *Submittal requirements.* Conceptual plans are intended to show the location and nature of a project at a detail that would allow analysis of the arrangement of land uses and improvements on the site in relation to each other, existing conditions, and surrounding property. Conceptual plans include a graphic and a narrative component. The following materials are required with the application:

-
1. *PUD development narrative.* The following information shall be provided and, where appropriate, supported by graphic exhibits:
 - a. Name, address and phone number of the owner, developer and agent.
 - b. Evidence of ownership or control of the site. 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; and
 - iv. The common open space shall be administered by the city or through an association or non-profit corporation. Said organization shall conform to the applicable laws of the State of Florida.
 - c. A statement describing the objectives and characteristics of the development and indicating intent regarding the future selling or leasing of portions of the development.
 - d. A table of the proposed land uses showing, acreage by land use, the number of units and density for each residential area and the project as a whole and the gross floor area of proposed non-residential uses.
 - e. A detailed list of proposed site development standards and an indication of the parts of the site where each standard is intended to apply. Standards presented should include, but not necessarily be limited to, standards for maximum building height, minimum lot width, minimum yard size, minimum residential lot area, residential densities, impervious surface area, and the gross floor area of non-residential uses.
 - f. A statement explaining the desired phasing, including the approximate timing, and the rationale for the phasing approach.
 - g. Proof of concurrency (see part VIII of this chapter (Concurrency Management)).
 - h. A detailed list or illustrated diagrams of proposed architectural design standards and an indication of the parts of the site where each standard is intended to apply. Standards presented should include, but not necessarily be limited to, standards for all buildings, signage, walls, fences, accessory structures, streetscapes, and site design elements.
 2. *Existing features.* One or more maps and surveys showing the following for the entire tract:
 - a. The location of the development site in relation to existing streets.
 - b. A boundary survey and legal description prepared by a surveyor registered in the state.
 - c. Approximate topography defining the character of the land.

-
- d. The comprehensive plan future land use designations, zoning classifications, and existing land uses for the development site and all properties within 100 feet of property lines and adjacent rights-of-way.
 - e. Hydric soils, as identified by the "Soil Survey of Osceola County Area, Florida," shall be presented. A more detailed soil survey as approved by the city may be used or, where applicable, a statement that no hydric soils exist.
 - f. The location of all existing structures, rights-of-way, easements and other natural and man-made features on site and within 100 feet of the property lines and adjacent rights-of-way.
3. *Proposed features.* One or more maps at the same scale as the existing features maps, shall include the following:
 - a. A schematic representation of proposed land uses (including common open space), conceptual building locations, parking lots, and driveway entrances and exits.
 - b. A delineation of proposed roads with the functional classification of streets and an indication of required off-site street improvements.
 - c. A schematic depiction of existing and proposed surface water management elements, including wetlands and major detention facilities.
 - d. The general location and size of any community facility included within the development.
 - e. Any proposed phasing of the project.
 4. *Schedule of amenity/compatibility features.* A schedule indicating any proposed amenity or compatibility features which may include natural open or landscaped areas; walls, berming, and screening; waterway and flood protection measures.
 5. *Miscellaneous information.* Any other information needed to satisfy the review criteria listed in subsection C below.
- C. *Review criteria.* When reviewing the application for a zoning map amendment to PUD and associated conceptual plan, or an amendment to an approved PUD, the approving authority shall make a finding that the following criteria has been met:
 1. *Unified development.* All lots within the development shall be linked with driveways and a pedestrian network and will have other unifying features, such as a unified signage plan, landscape plan, architectural features, and the like (all of which are designed to promote a unified, park-like environment).
 2. *Compatibility.* The location and arrangement of uses and buildings, roads, driveways, parking areas, pedestrian ways, and other features shall be compatible with surrounding land uses.
 3. *Impact on historical and archaeological resources.* Development of the proposed use shall not have a substantial adverse effect on a known archaeological, historical or archaeological resource located on or off the parcel proposed for development.
 4. *Traffic.* The proposed development shall be planned such that the traffic generated can be easily accommodated without causing excessive volumes of traffic, particularly on residential streets.
 5. *Landscaping.* All parts of the site not used for buildings, roads, driveways, parking, and other structures shall be suitably landscaped with vegetative materials.
 - D. *Conditions of approval.* The proposed development shall meet the use, lot size, impervious surface area, structure height and other district requirements, which are listed in chapter 14-4, as well as the general standards of this Code. However, where necessary to ensure compatibility of buildings and

uses with each other and with off-site properties, the planning advisory board (PAB) may recommend and the city commission may eliminate uses which would otherwise be allowed. In addition, the PAB may recommend and the city commission may increase regulations, requirements, and standards, including, but not limited to: impervious surface area, yard size, structure height, landscaping, screening, signage, and lighting. Also, the PAB may recommend and the city commission may require planned developments which are adjacent to other planned developments governed by a separate plan to coordinate the design and placement of buildings, roads, driveways, parking, pedestrian ways, fences/walls, and landscaping.

- E. *Effect of conceptual plan approval.* The approved conceptual plan shall form the basis for the more detailed subdivision plat and/or site plan applications which follow. Therefore, subsequent approvals must conform to the conceptual plan.
- F. *Effective period of conceptual plan approval.* Conceptual plans (both graphic layout and standards components) shall be effective for a period of 12 months, unless indicated otherwise in the approval of the PUD zoning map amendment and conceptual plan. An application for subdivision plat or site plan review for the entire project or the first phase of the project shall be submitted on or before the last day of the 12th month following the date of approval, or said approval shall expire. The last phase of a PUD shall be stated in writing as being completed no later than the last day of the 60th month following PUD zoning approval.

The expiration dates noted above may be extended by the director for a maximum of 12 months beyond the original expiration date. The applicant must request such extensions in writing. When reviewing requests for extension, the director shall consider the following criteria:

1. The proposal remains consistent with applicable provisions of the adopted comprehensive plan, including a consideration of any change to the future land use map designation for adjacent properties since the original approval of the conceptual plan.
 2. The proposal remains consistent with applicable provisions of the adopted Land Development Code, including a consideration of any change to the zoning map designation for adjacent properties since the original approval of the conceptual plan.
 3. The proposal remains compatible with existing development on adjacent properties, including a consideration of any new development on adjacent properties since the original approval of the conceptual plan.
- G. *Conceptual plan amendments.* Changes to approved conceptual plans may be approved under one of the alternatives outlined below. Any request for a change shall be accompanied by a written request stating the reasons.
 1. *Minor changes.* The director or designee may approve minor changes and deviations from the approved conceptual plan which are in compliance with the provisions and intent of this ordinance, and which do not depart from the principal concept of the approved conceptual plan. Examples of minor changes include changing the location or configuration of a building or parking lot when the full character and intent of the approved conceptual plan is not violated. All other requested changes and deviations shall be deemed major and shall be referred to the city commission.
 2. *Major changes.* After review and recommendation by the DRC and planning advisory board, the city commission may determine that requested changes and deviations from an approved conceptual plan constitute a substantial alteration to the character of the development and thus require that the requested changes be subject to the same procedures as required for new applications. Examples include a change in overall intensity or a substantial shift in the traffic circulation system.

(Code 1995, § 14-2-50(E); Ord. No. 2038, 12-20-1994; Ord. No. 2138, 11-26-1996; Ord. No. 2144, 12-17-1996; Ord. No. 2146, 12-17-1996; Ord. No. 2158, 2-4-1997; Ord. No. 2242, 9-1-1998; Ord. No. 2400, 12-11-2001; Ord. No. 2509, 3-16-2004; Ord. No. 2578, 12-6-2005; Ord. No. 2692, 6-24-2008; Ord. No. 2742, 12-22-2009; Ord. No. 2831, 8-21-2012; Ord. No. 2908, 10-6-2015; Ord. No. 3034, § 1(14-3-28), 8-4-2020)

14-3-29. Conditional uses.

- A. *Purpose.* The purpose of this section is to establish the procedures for the review of those uses which may be essential or desirable for the orderly development of the city and for the public convenience or welfare, but which, because of their particular characteristics or area requirements, should be given individual consideration relative to adjacent property. Conditional uses are specified by district in section 14-4-5. Conditional use approvals are issued for the property and not for a particular individual or entity.
- B. *When required.*
1. *New uses.* No new use listed as a conditional use in the applicable zoning district shall be allowed unless the requirements of this section have been fulfilled.
 2. *Existing uses.*
 - a. Lawfully established uses which existed immediately prior to their present classification as a conditional use in the applicable zoning district shall not have to comply with the requirements of this section unless there is a change which necessitates such compliance due to the provisions in subsection 3 below. No such lawfully established use shall be deemed a nonconforming use in this district, but shall without further action be considered a conforming use.
 - b. Lawfully established uses which received conditional use approval in accordance with conditional use regulations which are different than those currently in this section shall not have to comply with the requirements of subsections C through G below unless there is a change which necessitates such compliance due to the provisions in subsection 3 below. No such lawfully established use shall be deemed a nonconforming use in this district, but shall without further action be considered a conforming use.
 3. *Changes to uses.* Conditional uses established in accordance with subsections 1 and 2 above must receive additional conditional use approval when any one of the following conditions is met:
 - a. It is required by the original conditions of approval.
 - b. The gross floor area of the buildings originally approved is increased by 50 percent due to previous or proposed expansions or more than 1,500 square feet, whichever is greater.
 - c. The parking area is increased by six or more parking spaces.
 - d. The use is a communication tower, which is being rebuilt or increased in height.
 - e. The square footage of any outdoor area devoted to the conditional use is increased above the original approval - excluding areas devoted solely to outdoor business activities which do not require conditional use approval.
- C. *Submittal requirements for conditional use applications.*
1. *Site plan.* The applicant shall submit a site plan showing all the items listed in section 14-3-31.C (Site Plan Submittal Requirements).
 2. *Site plan waiver.* The director may waive the requirement for site plan submittal if:
 - a. Construction on the subject site is limited to the interior of an existing building; and

-
- b. The existing parking, loading, lighting and other site characteristics are not impacted by the conditional use; and
 - c. No special buffers are required.
 - 3. *Alternative submittal.* If a site plan waiver is granted, the following shall be submitted with the application:
 - a. A sketch plan depicting the location of buildings on the site, the location of the proposed conditional use, any existing uses to remain; the internal traffic circulation system, ingress and egress from major roadways, parking areas, and the existing and proposed landscaping of the project;
 - b. Elevation drawings or photographs of the existing buildings and building heights, when requested by the department;
 - c. A description of the conditional use to be located on-site;
 - d. Hours of operation;
 - e. Other items requested by the city which are necessary to demonstrate compliance with the review criteria; and
 - f. A set of findings or reasons why the conditional use should be approved.
 - D. *Review procedures.*
 - 1. The development review committee shall review the application and submit a recommendation to the planning advisory board (PAB).
 - 2. Staff shall present the application at a public hearing before the planning advisory board. The board shall vote to approve, approve with conditions, or deny the application. The board may also continue the hearing in order to obtain additional information. Reasons for approval or denial shall be stated, based upon the review criteria.
 - 3. The planning advisory board's decision shall become final after ten calendar days unless either appealed or the application has been submitted by a PAB member, city commissioner or a city employee. In these cases, the application shall be transmitted to the city commission for final action.

The city commission shall use the review criteria and state reasons for their decision. Notification shall be provided as stated in section 14-3-20 (Public Hearings).
 - E. *Repeat application.* Once a conditional use has been denied, an application cannot be submitted for one calendar year from the denial date for the same use. Upon good cause of proof that circumstances have changed, the planning advisory board, in its discretion, may waive this provision. This section does not apply to an application withdrawn prior to or during a public hearing. However, there may be no more than one withdrawal and resubmittal of an application for the same use during the same calendar year.
 - F. *Review criteria.* The criteria to be reviewed when considering an application for a conditional use are as follows:
 - 1. *Adequate space.* The site has an adequate amount of space for the yards, buffers, buildings, drives, parking, loading and unloading areas, utilities, and other facilities associated with the conditional use.
 - 2. *Suitable layout.* The placement of buildings, transportation facilities, utilities, landscaping, and other site features shall be appropriate for the conditional use and other on-site activities.
 - 3. *Compatibility with surrounding area.* The conditional use shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the types of activities, intensity of

-
- development, placement of facilities, or other factors. Particular attention shall be given to safety, aesthetics, noise, lightning, odors, vibration, and related impacts.
4. *Impact on historical and archaeological resources.* Development of the proposed use shall not have a substantial adverse effect on a known historical or archaeological resource located on or off the parcel proposed for development.
 5. *Public facility impacts.* The conditional use shall not place an excessive burden on public transportation, utility, drainage, solid waste, and recreation facilities. The project shall meet the concurrency level of service standards for these facilities as specified in Part VIII of this chapter (Concurrency Management). Special consideration shall be given to the impact of the volume and type of vehicular traffic associated with the conditional use on any residentially oriented streets in the area.
 6. *Comprehensive plan/Land Development Code consistency.* The proposed conditional use shall be consistent with the goals, objectives and policies of the city's comprehensive plan and with other applicable requirements of this title.
- G. *Conditions of approval.* When the city approves a conditional use, it may impose such conditions of approval in conformity with the intent and provisions of this title as it deems necessary in order to protect the public health, safety, and welfare. Such conditions may involve requirements which exceed the minimum site design standards for the district. Conditions may include, but are not limited to, conditions which:
1. Limit the manner in which the use is conducted, including restricting the time an activity may take place and restraints to minimize such environmental effects as noise, vibration, and odors.
 2. Establish special yards, other open spaces and additional lot area requirements.
 3. Limit the height, size, and location of buildings and other structures.
 4. Designate the size, number, location, and nature of vehicular and pedestrian access points (including the sharing of access with other lots).
 5. Increase the amount of public right-of-way, roadway width, and improvements required within the street right-of-way.
 6. Designate the size, location, screening, drainage, surfacing, and other characteristics of a parking or loading area (including the sharing of parking areas with other lots).
 7. Limit or otherwise designate the number, size, location, height, and lighting of signs.
 8. Require the use of shielding and other site planning techniques to limit the spillover of light into adjacent properties.
 9. Require berming, screening, landscaping, and other buffering to protect nearby property and designate standards for installation or maintenance of the facility.
 10. Designate the size, height, location, and materials for a fence or wall.
 11. Require development techniques which protect existing trees, vegetation, water resources, and other significant natural resources.
 12. Take into account the size, style, history, and appearance of a structure.
 13. Specify other conditions to permit development in conformity with the intent and purpose of this title and the city's comprehensive plan, including limits on the effective period of the conditional use.
- H. *Effective period of conditional use approval.* A conditional use, as provided herein, shall be effective for a period of 12 months from the date of final approval unless a building permit or business tax receipt (BTR) for the project is issued on or before the last day of the 12th month following the date of approval. If no building permit or BTR has been issued within this time frame, the conditional use shall expire. Approval shall remain

effective while an active building permit is in effect for the project. Upon application to the city manager (or designee thereof) prior to the expiration date, the effective period may be extended for up to an additional three months for good cause. An additional extension of up to nine months may be granted by the city commission for good cause. The effective period of a conditional use may also be limited in accordance with subsection G (Conditions of Approval) and section 14-6-38 (Communication Towers [and Facilities]).

- I. *Violation of approval.* Any failure to adhere to the terms and conditions of the approval shall be considered violations of this title and shall be subject to the penalties prescribed by this title.

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

14-3-30. Development agreements.

- A. *Purpose.* To secure the future performance of any conditions imposed by the city or representations made by the developer, an executed development agreement in a form acceptable to the city shall be required. The development agreement, as defined in chapter 14-2, shall include project responsibilities, restrictions, transportation or transit obligations, and other commitments identified through the process. The applicant shall submit the proposed development agreement and, after city review and approval, shall execute and record the agreement in the public records of Osceola County. The city shall receive the recorded development agreement prior to the issuance of a building permit. The applicant shall be required to pay all costs involved in the recording of such agreement.
- B. *Development of regional impact (DRI).* Large scale projects meeting the thresholds of F.S. § 380.06 shall be subject to the application and review procedures conforming to F.A.C. 73C-40.
- C. *Large scale projects.* Developers involved in large scale projects that are below the DRI thresholds but necessitating major public facility expenditures and phasing may wish to take advantage of the Florida Local Government Development Agreement Act which is contained in F.S. §§ 163.3220 to 163.3243. The notification, public hearing and agreement requirements are specified therein.

(Code 1995, § 14-2-210; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-3-30), 8-4-2020)

14-3-31. Site plan review.

- A. *Purpose.* Site plan review is intended to ensure that a proposed development complies with the city's Land Development Code and comprehensive plan, and to assure adequate site design and relationships to adjacent development and public facilities.
- B. *When required.*
1. *New development.* Site plan review is required for all new development, except for individual single family, duplex or triplex dwellings and public elementary, middle and high schools (schools only require minor construction plan review)
 2. *Changes to existing development.* Site plan review is also required for the following activities. Proposed changes that do not meet the criteria listed are permitted to proceed with an application for construction drawings review.
 - a. Conversions of single family, duplex or triplex to townhouses, multiple family, non-residential uses, or mixed-use; or from townhouse or multiple family housing to non-residential uses or mixed-use.

-
- b. Modifications to non-residential, mixed-use, townhouse, or multiple family housing developments meeting any the following thresholds:
 - [i.] Increase square footage by more than 1,500 square feet; or
 - [ii.] Increase parking spaces by six or more; or
 - [iii.] Significantly change the traffic circulation system or significantly alter the use of the property in the judgment of the director.
- C. *Site plan submittal requirements.* Site plans are intended to demonstrate compliance of a proposed development with the specific use, dimensional, and other regulations of this Code and the terms of any prior approval of the project. Site plans shall show the specific arrangement of buildings and other improvements on a site in relation to each other, existing site conditions, and surrounding properties, together with specific information on the nature and intensity of land use.
- 1. *Application.* The applicant shall submit a site plan application and associated fee together with a site plan and evidence of ownership.
 - 2. *Materials.* The following materials shall be submitted to demonstrate compliance with the site plan review criteria listed in subsection E, below. Site plans shall be prepared by the appropriate combination of qualified professionals, which means a registered architect, landscape architect, and civil engineer licensed by the State of Florida. The required survey shall be prepared by a registered surveyor.
 - a. *Location map.* A map showing the location of the proposed development in relation to surrounding streets.
 - b. *Traffic.* A traffic impact study shall be submitted if the proposed development is estimated to generate 100 or more peak-hour trips. The study shall be prepared by a qualified transportation planner or professional engineer.
 - c. *Land use.* The proposed uses to be accommodated within the project plus the comprehensive plan future land use map designations and zoning categories for the subject and adjacent properties.
 - d. *Density and/or intensity.* Project acreage, density by dwelling unit type; types of non-residential uses and their gross floor areas; number of employees when called for elsewhere in this title.
 - e. *Conceptual landscape plan.* Plan showing type and location of natural vegetation to be preserved and to be removed, the location of proposed landscape and buffer areas, and the proposed landscaping and buffering concept (including the approximate location of proposed walls, berms, hedges, and trees) in conformance with chapter 14-8. The conceptual landscape plan shall be drawn using the same scale as the site plan.
 - f. *Dedications, rights-of-way and easements (if any).* Show on-site and adjacent dedications, rights-of-way and easements.
 - g. *Phasing.* Including density/intensities and impacts on public facilities, by phase.
 - h. *Survey.* A boundary and topographic survey with contour intervals of one foot with contour lines extending 25 feet in any direction beyond the property line. The survey should also include a legal description of all project acreage. Any portion of this requirement may be waived, in writing, by the department.
 - i. *Structures.* Location, layout and color elevations of existing and proposed structures (including structures on adjacent lots if located within 25 feet of the property line) with dimensions

(including building height), proposed uses and whether or not fire prevention sprinkler systems are proposed.

- j. *Circulation and parking.* Existing and proposed streets, pedestrian ways, bike paths, parking areas and driveways, including any connections to any such off-site facilities within 25 feet; location and dimensions of access points; location and number of parking and loading spaces, including sufficient land use data to assess spaces needed; existing and proposed turn lanes shall be shown.
 - k. *Walls.* Location of existing and proposed walls, fences and entrance features (if any), and indication of their height and type (brick, wood, and the like).
 - l. *Utilities.* Existing and conceptual utility layout, including water, sewer, gas and street lighting; connections to off-site facilities within 25 feet.
 - m. *Signs.* Location and dimensions of all ground signs.
 - n. *Open space.* Location and percentages of open space and impervious areas within the development and the purpose of each, including any proposed recreation area.
 - o. *Slopes.* Any unusual grading which affects the relationship of the buildings shall be shown on a preliminary grading plan; the final grading plan should be submitted with the site construction drawings application.
 - p. *Drainage.* Direction of flow and method of disposition of surface drainage (including retention/detention areas), including location of any existing stormwater facilities within 25 feet of the property.
 - q. *Fire protection.* Existing and conceptual location of fire hydrants, fire lanes and fire engine accessibility provisions.
 - r. *Solid waste.* Garbage storage provisions, including screening type and height.
 - s. *Soils.* Soil conditions and muck depths (where applicable) based upon the soil survey of Osceola County; the department may request more detailed soil surveys if deemed necessary.
 - t. *Flooding.* 100-year floodplain and floodway boundaries, if any.
 - u. *Wetlands and other environmentally sensitive lands.* Location of any wetlands, wellfield protection areas and other environmentally sensitive areas as specified in chapter 14-9, including the soil and vegetation basis for such a determination.
 - v. *Performance standards commitment.* A legally binding commitment indicating that performance standards in chapter 14-6, part IV shall be satisfied.
- D. *Site plan review procedures.* The development review committee (DRC) shall review the site plan for compliance with the review criteria listed in subsection E, below. See section 14-3-21 for appeal procedures.
- E. *Site plan review criteria.* The following criteria shall be used in reviewing all site plans:
- 1. Whether the plan meets the requirements of the Land Development Code;
 - 2. Whether the proposed development is consistent with the city construction standards and specifications;
 - 3. Whether the proposed development is consistent with the Toho Water Authority (TWA) standards and specifications manual;
 - 4. Whether the proposed development is consistent with the comprehensive plan;
 - 5. Whether the proposed development is consistent with prior applicable approvals; and

-
6. Whether the proposed development meets the level of service standards adopted in the comprehensive plan.
- F. *Conditions of approval.* When the DRC approves a site plan, it may impose conditions of approval in conformity with the intent and provisions of this section as it deems necessary in order to protect the public health, safety, and welfare. Such conditions may involve requirements which exceed the minimum design standards which would normally apply. Conditions may include, but are not limited to, conditions which:
1. Establish special yards and other open spaces.
 2. Limit the height, size and location of buildings and other structures.
 3. Designate the size, number, location and nature of vehicular and pedestrian access points (including the sharing of access with other lots).
 4. Designate the size, number, location, screening, drainage, surfacing and other characteristics of a parking or loading area (including the sharing of parking areas with other lots).
 5. Limit or otherwise designate the number, size, location, height, type and lighting of signs.
 6. Require the use of shielding and other site planning techniques to limit the spillover of light into adjacent residential properties.
 7. Require berming, screening, landscaping and other buffering to protect nearby property and designate standards for installation or maintenance of the facility.
 8. Designate the size, height, location and materials for a fence or wall.
 9. Require development techniques which protect existing trees, vegetation, water resources and other significant natural resources.
 10. Specify exterior building characteristics, including the building orientation, architectural style, materials, colors and other design features.
 11. Specify other conditions to permit development in conformity with the intent and purpose of this title and the city's comprehensive plan.
- G. *Effect of site plan approval.* A building permit application must be filed within 12 months of final site plan approval, otherwise the approval shall lapse. The director may extend this period for up to 12 months based upon suitable hardship with further appeal to the city commission.

(Code 1995, §§ 14-2-190, 14-2-191, 14-2-194; Ord. No. 2038, 12-20-1994; Ord. No. 2146, 12-17-1996; Ord. No. 2692, 6-24-2008; Ord. No. 2776, 9-7-2010; Ord. No. 2908, 10-6-2015; Ord. No. 3034, § 1(14-3-31), 8-4-2020)

14-3-32. Construction drawings review.

Construction drawings (FKA, site development plan) review is intended to provide detailed technical information on all site improvements prior to actual construction to ensure that development will be in conformance with city codes and any conditions of the approved development.

- A. *Submittal requirements.* Applicants for construction drawing approval shall submit the following materials in addition to the requirements for site plans listed in section 14-3-31.C. Drawings shall be drawn to scale using the same scale as the site plan and, except for the landscape and irrigation plans, shall be prepared by a civil engineer licensed by the State of Florida. The landscape and irrigation plans shall be prepared by a registered landscape architect licensed in the State of Florida.
1. Driveway and parking location and design information, including driveway cross sections and signalization, signing and striping information.

-
2. Water, sewage and drainage facility location and design information, including line sizes, fire hydrants, drainage calculations, and drainage (detention/retention) pond and swale cross sections.
 3. Lighting plan, including outdoor lighting facilities and lighting levels with a distinction provided between above ground and underground lighting facilities.
 4. An early land preparation plan in accordance with section 14-9-4.
 5. A landscape plan in conformance with chapter 14-8 containing the following information:
 - a. Location of all existing trees to be preserved;
 - b. The dimensions of the landscape elements of the proposed development including the location of plant material, surface material, landscape features and furnishings;
 - c. Identification of the species, size and location of plant materials. A plant list shall be included on the drawing and shall include the scientific name, the common name, the installed size and height, topsoil depth for ground cover, mulching material and depth for shrub areas, and the like. A surface materials list shall be included on the drawing and contain the materials used such as asphalt, concrete, stone, mulch, and the like, with a description of each. All planter walls and other landscape furnishings shall be described through drawing and specifications to illustrate their construction or method of attachment. All existing trees 1½ inches in diameter (DBH) to be removed or retained shall be so noted.
 6. An irrigation plan showing compliance with the requirements of section 14-8-24.
 7. Land preparation plan.
 8. A floor plan, building elevation drawings, and information on the type of building construction.
- B. *Construction drawings review procedures.* The various city departments shall review the construction drawings for compliance with the review criteria listed in subsection C below.
- C. *Construction drawings review criteria.* The following documents shall be used in reviewing site construction drawings:
1. The City of Kissimmee's Land Development Code.
 2. The City of Kissimmee's Construction Standards and Specifications.
 3. The Toho Water Authority (TWA) standards and specifications manual.
 4. The National Fire Code.
 5. The Florida Building Code.

(Code 1995, § 14-2-192; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-3-32), 8-4-2020)

(Ord. 2038, passed 12-20-94; Am. Ord. 2146, passed 12-17-96; Am. Ord. 2858, passed 5-21-13)

14-3-33. Conservation impact report.

- A. *General.* Any development permit application for a parcel within the Conservation Overlay (CO) District shall be accompanied by a conservation impact report. Typically, this will occur at the site plan, preliminary plat, or Planned Unit Development (PUD) or Business Park (BP) District conceptual plan stage. If the application is for a portion of a larger parcel for which approval of a conservation impact report has already been granted

and remains in effect, conformance to that approved report shall be demonstrated. The report shall include the following:

1. *Floodway/100 year floodplain mapping.* Map delineation of portions of the parcel in the floodway and portions which are part of areas of special flood hazard as identified by the Federal Emergency Management Agency.
 2. *Wetlands conservation impact report.* A wetlands conservation impact report shall be provided when wetlands as defined in chapter 14-2, including isolated wetlands, are on the parcel.
 3. *Land clearing conservation impact report.* A land clearing conservation impact report shall be provided showing native vegetative communities as classified in the "Florida Land Cover Classification System" (FLCCS). No such report shall be required for development needing an early land preparation permit, unless the report is required by section 14-9-4.
 4. *Summary.* An overall summary of the environmental values of the property, and protection and mitigation approaches discussed in the documents required by this subsection.
- B. *Wetlands conservation impact report.* The wetlands conservation impact report shall be prepared by a qualified professional environmental specialist and a qualified professional engineer, and shall include the following:
1. Map delineation of the following:
 - a. Wetlands boundaries as determined by the department of environmental protection (DEP), if applicable, South Florida Water Management District (SFWMD), and the U.S. Army Corps of Engineers (ACOE).
 - b. Types of wetlands in accordance with the "Florida Land Cover Classification System" (FLCCS).
 - c. Hydric soils as indicated by the hydric soils list in the "Soil Survey of Osceola County Area, Florida."
 - d. Designated species/habitat: Any identified designated species as defined in chapter 14-2 or any identified habitat listed as threatened or endangered by the Florida Natural Areas Inventory.
 2. Written information and analysis regarding the following:
 - a. Wetland size, hydrology, plant and animal use or diversity, adjacent landscape diversity, uniqueness, and past alteration or impacts to the wetland or its adjacent area.
 - b. The proposed use of wetlands on the parcel and proposed buffer zones.
 - c. Demonstration of the preservation of any habitat or designated species significant to the conservation of flora and fauna identified in subsection a above. A preservation plan shall be provided which documents the presence of designated species, the land needs of the species or habitat that may be met on the development site, and shall recommend appropriate habitat management plans in accordance with the approaches established by the U.S. Fish and Wildlife Service (FWS) or Florida Game and Fresh Water Fish Commission (FGFWFC) and any other measures deemed necessary to protect the subject wildlife or vegetation.
 - d. A preservation plan that assures protection from physical or hydrological alteration of the natural functions of the wetlands, including alterations resulting from stormwater management techniques, in conformance with DEP, SFWMD, and ACOE requirements.
 - e. A mitigation plan, if no protection is offered for wetlands, wildlife habitat, or designated species significant to the conservation of flora and fauna identified in subsection a above.

-
- C. *Land clearing conservation impact report.* The land clearing conservation impact report shall be prepared by a qualified professional and shall include the following:
1. Map delineation of the following:
 - a. Soils as indicated by the "Soil Survey of Osceola County Area, Florida" or a more detailed soil survey approved by the city.
 - b. Types of native vegetative communities in accordance with the "Florida Land Cover Classification System" (FLCCS).
 - c. Any identified designated species as defined in chapter 14-2 or any identified habitat listed as threatened or endangered by the Florida Natural Areas Inventory.
 2. Written information and analysis regarding the following:
 - a. Plant and animal diversity, adjacent landscape diversity, habitat uniqueness, and past alteration or impacts to the habitat or its adjacent area.
 - b. Demonstration of the preservation of any habitat or designated species significant to the conservation of flora and fauna identified in subsection 1.c above. A preservation plan shall be provided documenting the presence of designated species, the land needs of the species or habitat that may be met on the development site, and shall recommend appropriate habitat management plans in accordance with the approaches established by the U.S. Fish and Wildlife Service (FWS) or FGFWFC and any other measures deemed necessary to protect the subject wildlife or vegetation.
 - c. A mitigation plan, if no protection is offered wildlife habitat, or habitat of species significant to the conservation of flora and fauna identified in subsection 1.c above.
- D. *Review standards.*
1. The conservation impact report shall be reviewed to demonstrate compliance with the following standards:
 - a. *General.* The proposed development shall be consistent with the intent of the district to protect the integrity of environmentally sensitive areas including wetlands, surface waters, floodplains, and special wildlife and plant habitats. Information required in subsection A.1 and A.4 above shall be provided.
 - b. *Class III waters.* Proposed development adjacent to Lake Tohopekaliga, Shingle Creek, Mill Slough, the city ditch, and their tributaries shall be approved only if:
 - i. There is no dredging of waterbodies unless approved, where applicable, by DEP and ACOE.
 - ii. The modification of grassbeds is limited to circumstances when:
 - (a) A determination of overriding public interest has been demonstrated by the applicant.
 - (b) Project runoff, including nitrogen, phosphorous, and other nutrients, is controlled to prevent an increase in water turbidity, decrease in fish or aquatic wildlife propagation, or other degradation of water quality.
 - (c) Any damage to grassbeds during project construction is mitigated by techniques which reestablish conditions favorable to natural regeneration of the grassbeds.

-
- iii. A three-foot littoral zone is preserved or provided along all such waterbodies. Where such vegetated edges do not now exist, they shall be established with native indigenous species of vegetation.
 - iv. No principal building shall be located within 150 feet of the centerline of Shingle Creek or Mill Slough. Greater setbacks may be required by the city engineer in order to protect floodplains and other environmentally sensitive areas.
 - v. Coordination with FGFWFC is demonstrated relative to any development with drainage directly into Lake Tohopekaliga.
2. Wetlands conservation impact report standards. The wetlands conservation impact report shall be reviewed to demonstrate compliance with the following standards:
- a. *General.* Contiguous and isolated wetlands shall comply with the requirements of Appendix 7 of the SFWMD's "Basic of Review for Surface Water Management Permit Applications Within the South Florida Water Management District." Information required in subsection B above shall be provided.
 - b. *Uses.* Wetlands shall be limited to natural open space uses, passive recreation areas, natural stormwater retention/detention, and accessways with environmentally sensitive design.
 - c. *Physical and hydrological protection.* Wetlands shall be protected from physical or hydrological alteration of their natural functions in conformance with DEP, SFWMD, and ACOE requirements or shall be mitigated in conformance with the requirements of these agencies.
 - d. *Habitat protection.* Habitat or species significant to the conservation of flora and fauna identified in subsection B.1.d above shall be preserved or mitigated. Areas used for habitat preservation or mitigation shall, where feasible and appropriate, be adjacent to existing viable habitat of a similar type and to a significant wetland system. Any lands set aside for habitat needs shall be of such quantity and quality as to provide viable habitat.
3. Land clearing conservation impact report standards. The land clearing conservation impact report shall be reviewed to demonstrate compliance with the following standards:
- a. *General.* Information required in subsection C above shall be provided.
 - b. *Habitat protection.* Habitat or species significant to the conservation of flora and fauna identified in subsection C.1.c above shall be preserved or mitigated. Areas used for habitat preservation or mitigation shall, where feasible and appropriate, be adjacent to existing viable habitat of a similar type and to a significant wildlife corridor. Any lands set aside for habitat needs shall be of such quantity and quality as to provide viable habitat.

E. *Implementation.*

- 1. *Acceptance of conservation impact reports.* During the development review process, the city may approve a conservation impact report as submitted, approve the conservation impact report with conditions or modifications needed to implement the provisions of this section, or reject the report due to noncompliance with the requirements of this section.
- 2. *Legal agreements.* One or more legal agreements, in a form acceptable to the city attorney, may be required by the city to help ensure that conservation protection techniques associated with an approved conservation impact report are implemented as approved by the city.
- 3. *Permits.* No development permits shall be issued for development within this district unless:
 - a. *Report approval.* A conservation impact report for the property has been approved by the city as submitted or approved with conditions or modifications.

-
- b. *Legal agreements.* Any required legal agreements associated with the conservation impact report have been submitted, approved by the city, and executed.
 - c. *Other agency permits.* All applicable DEP, SFWMD, and ACOE permits have been received.
 - d. *Consistent plans.* The development plans for which permit approval is being requested are consistent with:
 - i. The conservation impact report as approved with any conditions or modifications.
 - ii. Any required legal agreements associated with the conservation impact report.
 - iii. Applicable DEP, SFWMD, and ACOE permits.
 - iv. Other requirements of this title.
- F. *Review and inspection fees.* The city may charge the applicant a reasonable fee for the cost of reviewing the adequacy of the wetlands conservation impact report, the land clearing conservation impact report, and associated development plans and for on-site inspection of approved techniques for implementing conservation requirements. The amount of any such fee shall be established by a resolution adopted by the city commission.

(Code 1995, § 14-2-43; Ord. No. 3034, § 1(14-3-33), 8-4-2020)

14-3-34. Reserved.

PART V. HISTORIC DISTRICT AND LANDMARK DESIGNATION

14-3-35. Designation of historic districts.

- A. *Request for consideration.*
- 1. *Owner-initiated requests.* A property owner or owners shall appear before the historic preservation board (HPB) and request consideration for the board to recommend staff to assist the property owner(s) in establishing a historic overlay district. The board shall recommend staff to offer technical assistance to the owner(s) in gathering the appropriate materials for a zoning map amendment request, or the board may deny the request.
 - 2. *HPB-initiated requests.* The board shall have the authority to recommend staff to pursue historic designation of buildings, structures, traditional cultural properties, landscape features, archaeological sites and other improvements or physical features as individual sites or districts in accordance with the criteria shown herein.
- B. *Petition and related submittals.* Before the initiation of a zoning map amendment to establish a Historic Preservation Overlay (HPO) District, the following materials shall be submitted to the department:
- 1. A petition which requests that the city adopt the HPO district and which contains the signatures of property owners, or their authorized representatives, of not less than 25 percent of the properties within the proposed district;
 - 2. A map clearly showing the proposed district boundaries;
 - 3. A legal description of the proposed district;

-
4. A list of the names and addresses of property owners in the proposed district and the parcel identification numbers used by the Osceola County Property Appraiser to identify these properties for taxing purposes.
- C. *Task force.* The petitioners shall establish a task force comprised of property owners or their authorized representative, representing not less than 15 percent of the properties within the proposed district. The task force shall elect a chairperson who will conduct the meetings and present the request to the historic preservation board (HPB). The task force shall compile the following documents and present these to the HPB for approval of the historic preservation overlay district:
1. A list of the names and addresses of the historic district task force members and the parcel identification numbers used by the Osceola County Property Appraiser to identify the properties in the proposed district which they own or represent with regard to establishment of the district;
 2. A list of all buildings over 500 square feet in size located within the proposed district, an indication of which of these buildings are believed to be at least 50 years old, and the parcel identification numbers used by the Osceola County Property Appraiser to identify the properties on which the buildings are located;
 3. A brief document discussing the historical characteristics of the proposed district; why the requested district boundaries were proposed; and how these boundaries relate to criteria for designating historic districts; and other information relevant to the proposal;
 4. Slides, photographs, and/or drawings showing the primary building styles which exist in the proposed district;
 5. Proposed standards to be used to help govern the review of certificates of appropriateness as discussed in subsection G below; and
 6. Any additional information required in section 14-3-27.D for zoning map amendments.
- D. *Historic district designation requirements.* The proposed historic district shall be subject to all of the procedures for other zoning map requests. In addition, the department shall prepare a historic preservation district report, which will recommend approval, denial, or modification of the proposed Historic Preservation Overlay (HPO) District, and will state the reasons for the recommendation. This report shall include the following:
1. An overview of the historical characteristics of the proposed district;
 2. A discussion regarding compliance with the criteria for district designation; and
 3. Proposed HPO district design standards.
- E. *Historic district designation public hearings.*
1. *Historic preservation board (HPB) public hearing.* The HPB shall review the request made by the task force prior to the official review by the planning advisory board (PAB) and the city commission. Notice for the hearing shall be conducted in the same manner required for other zoning map requests. The HPB shall verify the proposed district boundaries, determine compliance with designation criteria, make a recommendation concerning adoption of the district, and make recommendations concerning the proposed Historic Preservation Overlay (HPO) District design standards.
 2. *Planning advisory board (PAB) official review.* The PAB shall review the request and recommendation made by the HPB and provide a recommendation to the city commission.
 - a. Public notice shall have been given in a newspaper of general circulation at least 14 days prior to the hearing.

-
- b. Written notice of the public hearing shall have been sent to the property owners of record of the sites within the proposed district, or their agents, at least 30 days in advance of the hearing.
 - 3. *City commission public hearing.* After the official review of the request by the PAB, the department shall submit a report with recommendations for the consideration of the city commission. Notices of public hearings shall be sent to the property owners of record of the sites within the proposed district, or their agents, at least 30 days in advance of each public hearing.
- F. *Historic district designation criteria.* In addition to complying with the zoning map amendment criteria in section 14-3-27.D, the proposed district shall only be designated as a historic district when appropriate documentation demonstrates that at the time of historic preservation board (HPB) review:
- 1. The majority of the buildings in the proposed district are at least 50 years old; and
 - 2. The proposed district shall possess an integrity of location, design, setting, materials, workmanship, feeling, and/or association in terms of significance to American history, architecture, archaeology, engineering, or culture; and
 - 3. The proposed district satisfies at least one of the following criteria:
 - a. Is characterized by structures associated with one or more events that have made a significant contribution to the broad patterns of history;
 - b. Is characterized by structures associated with the lives of one or more significant persons of the past;
 - c. Is characterized by structures which embody the distinctive characteristics of a type, period, or method of construction; represent the work of a master; possess high artistic values; or that represent a significant and distinguishable entity whose components may lack individual distinction; or
 - d. Is characterized by sites which have yielded or may be likely to yield information important to history or prehistory.
- G. *Historic district design standards.* The ordinance establishing the Historic Preservation Overlay (HPO) District shall provide design standards to help govern the review of certificates of appropriateness, as discussed in section 14-3-37. These standards shall reflect the historical characteristics of the district which are intended to be protected, enhanced and perpetuated. These standards may regulate the scale and massing of structures, their positioning and orientation, styles, shapes, openings, materials, signage, decorative features, related site improvements, and other features determined to be important to the character of the district. These standards may vary according to relevant factors such as the structure's age, size, and location. Standards for alterations shall achieve the purpose of the United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. Wherever the HPO district design standards conflict with the form-based code (FBC) standards (see chapter 14-5), the HPO district design standards shall prevail.
- H. *Expanding an existing HPO district.* The boundaries of an existing Historic Preservation Overlay (HPO) District may be amended to include additional properties contiguous with the existing boundaries, if the owner of the subject properties files a formal request in writing to the historic preservation board (HPB) for inclusion in the adjacent existing district. The request shall proceed through the historic district designation process, as outlined in subsections E through G above, with exception of the creation of design standards, as all new properties incorporated into an existing district shall be subject to the design standards of that district. Staff shall provide a report showing compliance or non-compliance with the historic district designation criteria. If approved the new properties within the district shall be subject to all requirements currently established in that district.

-
- I. *Required maintenance and repair.* Neither the owner nor the person in charge of a structure within a Historic Preservation Overlay (HPO) District shall permit such structure to fall into a state of disrepair which may result in the deterioration of any exterior appurtenance or any architectural feature which contributes to the structural integrity so as to produce or tend to produce a detrimental effect upon the character of the district as a whole or the life and character or structural viability of the structure in question, including, but not limited to:

1. *Exterior walls/vertical supports.* The deterioration of exterior walls or other vertical supports;
2. *Roofs/horizontal members.* The deterioration of roofs or other horizontal members;
3. *Exterior chimneys.* The deterioration of exterior chimneys;
4. *Exterior finish materials.* The deterioration or crumbling of exterior finish materials such as stucco, shingles, paint, or mortar;
5. *Water-proofing.* The ineffective water-proofing of the property, including broken windows or doors;
6. *Hazardous/unsafe conditions.* The deterioration of any feature so as to create or permit the creation of any hazardous or unsafe condition or conditions; and
7. *Architectural features.* The deterioration of any architectural feature which contributes to the architectural or historic significance and/or integrity of the structure.

(Code 1995, § 14-2-46; Ord. No. 2331, 3-7-2000; Ord. No. 2545, 2-8-2005; Ord. No. 2649, 6-12-2007; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-3-35), 8-4-2020)

14-3-36. Designation of historic landmarks.

Historic landmarks may be designated by the city in order to help ensure the protection, enhancement, and perpetuation of individual properties, inside or outside of the Historic Preservation Overlay (HPO) District, which have historical merit.

- A. *Submittal requirements.* Historic landmarks may be nominated by the owner of the proposed landmark or by a four-fifths or greater vote of the city commission. When landmark status is proposed by the property owner, the following information shall be submitted to the department:
1. A map clearly showing the boundaries of the property on which the proposed landmark is located.
 2. A legal description of the property on which the proposed landmark is located.
 3. A brief document discussing the historical characteristics of the proposed landmark; why the structure was proposed for landmark status; how the structure relates to criteria for designating landmarks; and other information relevant to the proposal.
 4. Slides, photographs, and/or drawings showing the proposed landmark.
- B. *Landmark designation procedures.*
1. *Development services department.* The department shall prepare a historic landmark report which will recommend approval, denial, or modification of the proposed landmark property and will state the reasons for the recommendation. This report shall include an overview of the historical characteristics of the proposed landmark; a discussion regarding compliance with the criteria for landmark designation; and proposed landmark design standards.
 2. *Historic preservation board (HPB).* The nomination will then be reviewed by the HPB after an advertised public hearing (see section 14-3-20.A). The HPB shall verify the proposed landmark

boundaries, determine compliance with designation criteria, make a recommendation concerning adoption of the landmark, and make recommendations concerning the proposed landmark design standards.

3. *Planning advisory board (PAB)*. Following the HPB review and after an advertised public hearing, the PAB shall make a recommendation concerning adoption of the landmark and the proposed landmark design standards. Within 30 days of the official review of the request by the PAB, the department shall submit a report with recommendations for the consideration of the city commission.
 4. *City commission*. The city commission, following an advertised public hearing, will take action on the nomination. Approval of a nomination will be done by ordinance.
- C. *Landmark designation criteria*. Structures shall only be designated as historic landmarks when appropriate documentation demonstrates that at the time of historic preservation board (HPB) review:
1. The structure is at least 50 years old; and
 2. The proposed structure possesses an integrity of location, design, setting, materials, workmanship, feeling, and/or association in terms of significance to American history, architecture, archaeology, engineering or culture; and
 3. The proposed structure or site where the structure is located satisfies at least one of the following criteria:
 - a. It is associated with one or more events that have made a significant contribution to the broad pattern of history;
 - b. It is associated with the lives of one or more significant persons of the past;
 - c. It embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
 - d. It has yielded or may be likely to yield information important to history or prehistory.
- D. *Landmark design standards*. The ordinance designating the historic landmark shall provide design standards to help govern the review of certificates of appropriateness discussed in section 14-3-37. These standards shall reflect the historical characteristics of the landmark which are intended to be protected, enhanced and perpetuated. These standards may regulate the scale and massing of structures, their positioning and orientation, styles, shapes, openings, materials, signage, related site improvements, and other features determined to be important to the character of the landmark site. Standards for alterations shall achieve the purpose of the United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
- E. *Archaeological sites*. As a part of a request for site plan, subdivision, conditional use, certificate of appropriateness, demolition, or building permit approval for a project on a lot which available information indicates may have archaeological significance, the city shall assess the archaeological significance. Approval may be conditioned on the use of special archaeological excavation measures. These measures may include actions which minimize the destruction of archaeologically significant sites; avoid the introduction of visible, audible, or atmospheric elements that are out of character with the property or significantly alter its setting; and limit activities which could result in the deterioration of archaeologically significant features.

(Code 1995, § 14-2-71; Ord. No. 2331, 3-7-2000; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-3-36), 8-4-2020)

14-3-37. Certificate of appropriateness.

- A. *When required.* Within a Historic Preservation Overlay (HPO) District, no new or existing structure, other than utilities but including accessory structures, shall be constructed, altered, demolished, restored, or relocated until a certificate of appropriateness has been approved in accordance with this section.
- B. *Activities exempt from certificate of appropriateness.*
 - 1. This section shall not be construed to regulate the construction, alteration, demolition, restoration, or relocation of interior portions of a structure as long as these actions would not impact the exterior of the structure, including the physical integrity of the structure as a whole.
 - 2. Nothing in this section shall be construed to prevent the ordinary maintenance or repair of any exterior feature in a Historic Preservation Overlay (HPO) District which does not involve a change in design material or the outer appearance of the structure.
 - 3. Nothing in this section shall be construed to prevent the construction, alteration, demolition, restoration, or relocation of any feature which the building official certifies as required for public safety because of an unsafe or dangerous condition.
- C. *Issuance of permits.* A certificate of appropriateness must be issued in accordance with this section prior to the issuance of any building permit or any other permit required for the construction, alteration, demolition, restoration, or relocation of a structure other than utilities. The city shall require a certificate of appropriateness application to be filed and approved prior to approving a site plan, construction drawings, conditional use, modification of standards or variance associated with any construction, alteration, demolition, restoration, or relocation which requires a certificate of appropriateness.
- D. *Certificate of appropriateness review process.*
 - 1. *Application.* Any person desiring to construct, alter, demolish, restore, or relocate a structure which requires a certificate of appropriateness must submit to the department a fully completed official application form requesting the certificate.
 - 2. *Type of review.*
 - a. *Minor review.* Minor review shall be required for work that is deemed to have a minor impact on the exterior appearance of the structure and/or district, such as the construction, alteration, demolition, restoration, or relocation of the following:
 - i. Fences and gates;
 - ii. Awnings;
 - iii. Foundation skirting;
 - iv. Garage doors;
 - v. Accessory structures which are smaller than 100 square feet in size and are located in the rear yard; and
 - vi. Paving activities which are not subject to site plan review (see section 14-3-31) but are subject to district design standards; [and]
 - vii. The replacement of the following with same or like materials: steps, siding, roofs, doors, windows, driveways, and walkways.
 - b. *Major review.* Major review shall be required for work that is not deemed minor per subsection a above.

-
3. *Review procedures.*
- a. *Pre-application meeting.* The applicant is encouraged to meet with the historic preservation planner to discuss the type of review and submittal requirements.
 - b. *Administrative review.* The historic preservation planner shall review the minor or major review application.
 - i. For minor reviews, the historic preservation planner shall approve, approve with conditions, or deny the application within 15 days from the date a complete application has been filed. Reasons for denials shall be stated, based upon the review criteria. If the historic preservation planner denies the application, the applicant may apply, in writing, within ten calendar days of the denial, for a major review.
 - ii. For major reviews, the department shall prepare a written recommendation which addresses the major review criteria and which recommends approval, denial, or approval with conditions. This report will be submitted to the historic preservation board (HPB).
 - c. *Historic preservation board review.* After a staff presentation and public hearing, the board shall act on the application. The board's public hearing will be held within 45 days from the date a complete application has been filed, and can be continued for up to 60 days by the HPB in order to obtain additional information. These time periods may be increased only if agreed to by the applicant. The board shall vote to approve, approve with conditions, or deny the application. Reasons shall be stated, based upon the review criteria. The board's decision shall become final after ten calendar days unless applicant files an appeal in accordance with section 14-3-21.
4. *Review criteria.* The proposed structural construction, alteration, demolition, restoration, or relocation shall be reviewed to determine if it is compatible with the design standards for the particular landmark and/or Historic Preservation Overlay (HPO) District. Construction, alteration, demolition, restoration, or relocation of historic landmarks in the form-based code area shall be consistent with the standards of chapter 14-5. All reviews, recommendations, and decisions regarding the application shall specifically address and list all facts and considerations which support or refute whether the proposed structural construction, alteration, demolition, restoration, or relocation is compatible with the design standards of the particular HPO district or designated landmark.
- E. *Effect of approval.* If the application is approved, the certificate of appropriateness shall be issued. If the application is approved with conditions, the certificate of appropriateness shall be issued with the conditions noted and the applicant must meet all such conditions.
- F. *Time period for completion of work.* The requested work must be completed within 12 months of issuance of a certificate of appropriateness, otherwise the certificate shall expire. If the requested work is associated with a site plan reviewed through the development review process, the 12 months shall begin from the date of construction drawings approval. The historic preservation board may extend a time period for up to three months, not to exceed 15 months total, based upon suitable hardship. An additional time extension of up to nine months, not to exceed 24 months total, may be granted by the city commission if the extension is based upon a suitable hardship.
- G. *Changes in approved certificate of appropriateness.* Any change in the approved work after issuance of a certificate of appropriateness shall be reviewed by the department. If the department finds that the proposed change does not materially affect the character of the structure in the context of the design standards of the particular historic landmark or Historic Preservation Overlay (HPO) District, the department may issue a supplementary certificate of appropriateness authorizing the change. If the department denies the change, the applicant may apply for a new certificate of appropriateness.
- H. *Demolition and/or relocation of historic structures.*

-
1. *Certificate of appropriateness required.* A certificate of appropriateness shall be required for the demolition or relocation of structures in the following instances:
 - a. Structures in an existing Historic Preservation Overlay (HPO) District.
 - b. Structures that are at least 50 years old and located in a proposed HPO district, unless the petition for district designation was submitted more than two years prior.
 - c. Historic structures within a National Register District, individually listed on the National Register, or designated a National Landmark.
 - d. Historic structures within a local historic district or individually listed on the local register.
 - e. Structures outside of HPO districts and not designated historic landmarks but meeting the criteria for designation listed in section 14-3-36.C.
 2. *Required review.* Requests for demolitions shall go through major review to obtain a certificate of appropriateness.
 3. *Waiting period.* If a certificate of appropriateness is approved, such certificate must include the condition that the applicant must wait for a total period of 180 days from the time the certificate is issued, before the applicant may perform such demolition or relocation in accordance with this section. The wait period shall be 60 days for historic structures outside an HPO district and not designated historic landmarks.

During the waiting period, the historic preservation board (HPB) may work with the owner or person in charge of the relevant structure(s) and with any other parties to find a means of preserving the structure(s). During this period, the HPB may enter into negotiations with the owner for the acquisition by gift, purchase, exchange, or otherwise of the property or any interest therein. Nothing in this section shall be construed to authorize the HPB to obligate the city in the acquisition of property.
 4. *Extension of waiting period.* The waiting period may be extended for up to an additional 180 days should the city commission determine, upon recommendation of the HPB, that:
 - a. There is a program or project underway which could result in public or private acquisition of the property involving the preservation and/or restoration of such property; and
 - b. There is a reasonable basis for believing that the program or project may be successful
 5. *Reduction/waiver of waiting period.* The HPB (or commission upon appeal) is authorized to reduce or waive the waiting period if:
 - a. The applicant agrees to perform the proposed demolition or relocation in accordance with such conditions as the HPB or city commission may require.
 - b. The wait period would incur extreme hardship on the owner, not including loss of profit.
 - c. The building official determines that the structure is an imminent hazard to public safety and that repairs would be impractical.
 6. *General demolition criteria.* In reviewing an application for the demolition of a structure, the following shall be considered:
 - a. The historical significance of the structure, giving consideration to the relationship with the overall ensemble of structures in the HPO district and the importance of the structure to the integrity of the HPO district;
 - b. The number of remaining examples of structures of similar significance in the HPO district;

-
- c. The difficulty or impossibility of reproducing such a structure because of its design, texture, materials, details, size, scale, and/or uniqueness of location;
 - d. The plans for future utilization of the site and the effect those plans would have on the historical character of the HPO district;
 - e. The reasonable measures that can be taken to save the structure from further deterioration, collapse, arson, vandalism or neglect, including, but not limited to, relocation;
 - f. Any measures that have been taken to prevent the structure from deteriorating, such as performance of normal maintenance and repairs, provision of normal tenant improvements, and willful or negligent deterioration;
 - g. The determination by the director that the structure is an imminent hazard to public safety and that repairs would be impractical; and
 - h. The economic hardship which would be imposed on the owner if the application for certificate of appropriateness is denied.
7. *Determination of structural stability and safety.* If the building official makes a determination as to a structure's stability and safeness, that determination may only be challenged by structural calculations furnished by a civil engineer licensed by the State of Florida. Structural calculations shall be provided at the property owner's cost. These calculations may be reviewed by the building official to consider their validity to modify the prior determination made.
8. *Economic hardship.* As discussed in subsection H.6.h above, economic hardship shall be considered if requested by the applicant in writing at the time the application for demolition is submitted to the department. The applicant must demonstrate that the property cannot realize a reasonable and beneficial use of or economic return from the property, unless the structure is a non-income producing residential structure or is an accessory structure. Decisions on economic hardship shall be based on the following information and the applicant shall provide the materials necessary to make these decisions:
- a. Whether the applicant knew or should have known of the HPO district designation at the time of acquisition and whether the designation occurred after the acquisition.
 - b. The economic return from the property. With respect to economic return, the following may be considered:
 - i. Real estate taxes for the previous four years and the assessed value of land and improvements thereon according to the two most recent valuations;
 - ii. The amount paid for the property and the date of the purchase of the property or other means of acquisition of titles, such as a gift or inheritance, and the party from whom the property was purchased or otherwise acquired;
 - iii. The fair market value of the property immediately prior to the HPO district designation and the fair market value of the property at the time of the application for certificate of appropriateness is filed;
 - iv. The remaining balance on any mortgages or other financing secured by the property and the annual debt service, if any, for the previous two years;
 - v. All appraisals obtained within the previous two years by the property owner/applicant in connection with the purchase, financing, or ownership of the property;
 - vi. Any state or federal income tax returns on or relating to the property for the past two years;

-
- vii. The form of ownership of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture, or other;
 - viii. Annual gross income for the property for the previous two years;
 - ix. Itemized operating and maintenance expenses for the previous two years (including proof that adequate and competent management procedures were followed);
 - x. Depreciation deduction and annual cash flow, if any, for the previous two years before and after debt service, if any, during the same period;
 - xi. Proof that efforts have been made by the owner to obtain a reasonable return on his or her investment based on previous service; and
 - xii. Any other information considered necessary to make a determination as to whether the property does yield or may yield a reasonable return to the owners.
- c. The marketability or saleability of the property considered in relation to any listing of the property for sale or rent, price asked, and offers received, if any, within the previous two years, including testimony and relevant documents regarding:
 - i. Any real estate broker or firm engaged to sell or lease the property;
 - ii. Reasonableness of the price or rent sought by the applicant; and
 - iii. Any advertisements placed for the sale or rent of the property.
 - d. The feasibility of adaptive or alternative uses for the property that can earn a reasonable economic return for the property as considered in relation to the following:
 - i. A report from a civil engineer or architect licensed by the State of Florida with experience in rehabilitation, as to the structural soundness of any structures on the property and their suitability for rehabilitation;
 - ii. An estimate of the cost of construction, alteration, demolition, restoration, or relocation, and an estimate of any additional cost that would be incurred to comply with the recommendation and decision concerning the appropriateness of proposed alterations;
 - iii. The estimated market value of the property in the current condition, after completion of the demolition, after completion of the proposed construction, and after renovation of the existing property for continued use;
 - iv. The testimony of an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or use of existing structures on the property;
 - v. Proof of the financial ability to complete the replacement project; and
 - vi. The current fair market value of the property, as determined by at least two independent appraisers certified by the state.
 - e. Any other information relevant to demonstrate economic hardship or the lack of such hardship.
- 9. *Building permit.* Prior to receiving a demolition permit for proposed demolition which received a certificate of appropriateness following a major review, the applicant shall be required to obtain a building permit for new development based on the requirements of this section.
 - 10. *Extreme conditions.* In the event of damage to any structure within an HPO district due to natural or man-made disaster, the property owner shall physically secure the structure from incurring further damage (i.e., covering open roofs with tarps) within ten calendar days of the disaster. A certificate of

appropriateness for the repairs to such damage shall be applied for within three months of the disaster. The time period for completion of repairs shall follow that outlined in subsection F above. If no certificate of appropriateness is required, all repairs shall be performed within six months of the disaster, with further extensions authorized by the historic preservation board.

11. *Code enforcement.* For repairs required by code enforcement for violation of section 14-3-35.I above, the following shall apply:
- a. For repairs requiring a major or minor certificate of appropriateness, a certificate of appropriateness shall be applied for within 30 days of notice of violation issuance. A building permit shall be applied for within 30 days of certificate issuance. Should the building permit expire, the certificate shall also expire. If no building permit is required, repair work shall be completed within six months of certificate issuance or the certificate shall expire, unless a different time limit is outlined in the issued notice of violation.
 - b. For repairs not requiring a certificate of appropriateness (i.e., painting), such repair work shall be completed within the time frame stated in the code enforcement notice of violation issued.
 - c. If the above requirements are not met or the issued certificate expires, code enforcement action shall proceed.

(Code 1995, § 14-2-46; Ord. No. 2331, 3-7-2000; Ord. No. 2545, 2-8-2005; Ord. No. 2649, 6-12-2007; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-3-37), 8-4-2020)

14-3-38. Reserved.

14-3-39. Reserved.

PART VI. SUBDIVISION REVIEW PROCEDURES

14-3-40. Required review type.

Subdivisions are hereby classified and reviewed as follows:

- A. Major subdivisions, as defined in chapter 14-2, require preliminary plat, final plat, and, where applicable, site plan and construction drawings approval.
- B. Minor subdivisions, as defined in chapter 14-2, only require final plat approval.

(Code 1995, § 14-2-131; Ord. No. 3034, § 1(14-3-40), 8-4-2020)

14-3-41. Preliminary plat.

A. Submittal requirements.

1. *Application.* Applications shall be submitted to the department on forms provided for that purpose and in the quantity specified thereon. The application shall be accompanied by the fee specified in the development review fee schedule and the materials listed below.
2. *Materials.* Preliminary plats and accompanying materials shall be prepared by the appropriate combination of qualified professionals, which means an architect or landscape architect licensed by the State of Florida, a civil engineer licensed by the State of Florida, and/or a registered surveyor, and shall

show the following information (on the plat or supporting document where so specified) for the plat area and, where indicated below, for the other areas specified:

- a. *Proposed name.* The proposed name shall not duplicate the name of any plat previously recorded within Osceola County.
- b. *Project ownership.*
 - i. Name, address, telephone number, and email address of the legal property owner(s), or agent, and citation of last instrument conveying title to each parcel of property involved in the proposed subdivision, giving grantor, grantee, date, and land records reference.
 - ii. Existing covenants on the property, if any. (Supporting document.)
- c. *Adjacent ownership.* Names of adjoining property owners from the latest assessment rolls, including property owners adjacent to public rights-of-way adjacent to the subdivision.
- d. *Adjacent subdivision.* Location and name of abutting subdivisions.
- e. *Professional firms.* Name, address, telephone number, and email address of the professional person(s) responsible for subdivision design, for the design of public improvements, surveys and any environmental reports. In each case the professional shall have sufficient credentials to satisfy the department. (Supporting document.)
- f. *Title block.* Graphic scale, north arrow and date.
- g. *Description.* Legal description of the property.
- h. *Encumbrances.* Location of existing and proposed property lines and the location of existing easements, rights-of-way and watercourses on or adjacent to the subdivision.
- i. *Topography.* A map, at the same scale as the map showing the lot layout, showing the existing topography at one-foot intervals for the subdivision and all property within 100 feet of the subdivision.
- j. *Circulation.* Location, width, names, and functional classification of all existing or platted streets or other public ways within or immediately adjacent to the subdivision plus all proposed streets. The location and width of all existing and proposed sidewalks and pedestrian-bicycle paths within or immediately adjacent to the subdivision shall also be shown.
- k. *Existing utilities.* Location, sizes, elevations and slopes of existing sewers, water mains, culverts and other underground structures within the subdivision and immediately adjacent thereto, utility poles on or immediately adjacent to the site and utility rights-of-way.
- l. *Proposed utilities.* Proposals for connection with existing cable TV, electric and telephone systems, public water and sewage systems. Appropriate covenants, easements and other restrictions shall be shown.
- m. *Storm water management plan.* Preliminary provisions for collecting and discharging surface water drainage.
- n. *Soils.* Soil types as indicated by the most recent soil survey of Osceola County Area, Florida, including an identification of hydric soils pursuant to the survey. A more detailed soil survey as approved by the city may be used.
- o. *Water table depth.* An indication of the average depth to the wet season high water table, indicating the data source.
- p. *Vegetation.*

-
- i. A tree survey showing all existing trees that are four inches or greater diameter at breast height (DBH).
 - ii. Note on the tree survey which of those trees are to be removed.
 - iii. Provide a table on the tree survey noting how many existing trees, by species, are to remain and to be removed. The table shall also include the DBH of trees.
 - iv. Show the type and general location of existing vegetative cover, as classified by the "Florida Land Cover Classification System" (FLCCS), to be removed.
- q. *Environmentally sensitive lands.*
- i. The location of any portions of the subdivision in the floodway and any portions which are part of areas of special flood hazard as identified by the Federal Emergency Management Agency (FEMA) in its most recent flood hazard boundary map.
 - ii. Reports required to comply with section 14-9-4 (Early Land Preparation and Site Improvement Permits). The city may charge the applicant a reasonable fee for the cost of reviewing these reports and for on-site inspections to determine compliance with the reports as approved subject to conditions and modifications.
- c[r]. *Conceptual landscape plan.* This plan shall show the type and location of natural vegetation to be preserved, the location of proposed landscape areas, and the proposed landscaping concept (including the location of proposed walls, berms, hedges, and trees) in conformance with chapter 14-8.
- d[s]. *Lots.* Location, dimensions and areas of all proposed or existing lots.
- e[t]. *Setbacks.* All setback lines based upon the applicable zoning district.
- f[u]. *Recreational and public uses.* The approximate location, dimensions and area of all parcels of land proposed to be set aside for public use or private recreational or park use. Land to be dedicated to the city shall be so indicated. See section 14-10-11 and chapter 28, article III, division 2 for recreation impact fee policy in relation to land dedication.
- g[v]. *Common areas.* Proposed ownership and maintenance of any such areas. (Supporting document.)
- h[w]. *Other holdings.* Whenever the preliminary plat covers only a part of an applicant's contiguous holdings, the applicant shall submit the proposed street system of the subject plat together with an indication of the probable future street, utility and stormwater system of the remaining portion of the tract.
- i[x]. *Phasing.* If the plat is to be developed in phases, such phasing shall be shown.
- j[y]. *Vicinity map.* Showing streets and other general development of the surrounding area.
- k[z]. *Survey.* Sufficient data acceptable to the city engineer to determine readily the location, bearing and length of all lines, and to reproduce such lines upon the ground; the location of all proposed monuments in accordance with F.S. ch. 177.
- l[aa]. *Land use.* Indication of the proposed use of any lot other than a single family detached lot, e.g. commercial, industrial, institutional, duplex, triplex, or multiple family housing development. In addition, the existing land uses for properties adjacent to the subdivision should be indicated.
- m[bb]. *Block and lot numbers.* Blocks shall be consecutively numbered or lettered in alphabetical order. The blocks in numbered additions to subdivisions bearing the same name shall be numbered or lettered consecutively throughout the additions. All lots in each block shall

be consecutively numbered. Tracts shall be lettered in alphabetical order. If blocks are numbered or lettered, tracts shall be lettered in alphabetical order within each block.

B. *Review process.*

1. *Pre-application meeting.* Before preparing the preliminary plat for a subdivision, the applicant should discuss with the city staff the procedures and requirements of this Code.
2. *Development review committee (DRC).* The DRC shall review the preliminary plat.

C. *Effect of preliminary plat approval.* Approval of the preliminary plat shall constitute authorization to prepare and submit a final plat. Subsequent to preliminary plat approval, the developer may apply for an early land preparation permit in accordance with section 14-9-4, and upon receipt of such permit, may commence grading to the elevations required by the approved final plat and subdivision construction drawings.

D. *Effective period of preliminary plat approval.* A preliminary plat shall be effective for a period of 12 months, at the end of which time final plat approval on the subdivision must have been obtained from the city commission, although the plat need not yet be signed and filed with the Osceola County Clerk of the Circuit Court. Any plat not receiving final approval within the period of time set forth herein shall be null and void, and the developer shall be required to resubmit a new plat for preliminary approval, subject to any new Land Development Code regulations. Prior to the expiration date, and based upon suitable hardship, the director may extend the effective period for up to an additional nine months.

E. *Phasing.* An applicant can choose to submit a preliminary plat for the first phase of a multiphase subdivision or use the standard preliminary plat procedures set above.

F. *Amendment.* A preliminary plat shall be amended by the same procedure outlined above.

(Code 1995, §§ 14-2-131, 14-2-132; Ord. No. 3034, § 1(14-3-41), 8-4-2020)

14-3-42. Final plat.

A. *Final plat submittal requirements.* The applicant shall submit the following materials:

1. The final subdivision plat (major or minor), prepared by a land surveyor licensed by the State of Florida, shall be presented on reproducible Mylar at the same scale and consistent with the preliminary plat (including any conditions of approval). The final subdivision plat must be accompanied by the appropriate fee specified in the development review fee schedule and must include the following in addition to items required by F.S. ch. 177:
 - a. Notation of any covenants and self-imposed restrictions, and locations of any building setback lines proposed to be established in this manner, if required by the city in accordance with these regulations.
 - b. Lots numbered as approved by the staff.
2. Public improvement guarantees (see section 14-3-43 for requirements).
3. Property tax payments/assessments. The final plat shall be accompanied by information verifying that all property taxes and assessments have been paid to date.
4. Construction drawings (where applicable).
5. All formal irrevocable offers of dedication to the public of all public streets, local government uses, utilities, parks and easements in a form approved by the city attorney.
6. Performance bond signed by a local agent, if required, in a form satisfactory to the city attorney and in an amount established by the city commission. The bond shall include a provision that the principal of

the bond shall comply with all the terms of the resolution of final subdivision plat approval as determined by the city commission and shall include, but not be limited to, the performance of all required subdivision and off-site improvements, and that all improvements and land included in the irrevocable offer of dedication shall be dedicated to the city free and clear of all liens and encumbrances on the premises.

B. *Final plat review procedures.*

1. *Staff review.* The development review committee (DRC) shall review the application and make a recommendation to the city commission.
2. *City commission.* Upon receipt of the recommendation from the DRC, the city commission shall review the application in accordance with the provisions of this Code.

C. *Final plat review standards.* No plat shall be approved unless the applicant demonstrates:

1. That the plat complies with the requirements of the state statutes, this Code and any previously approved development orders. Subdivisions that have received preliminary plat approval shall be exempt from any subsequent amendments to this chapter regarding platting; provided, that final plat approval is obtained within the period specified in section 14-3-41.D;
2. That all required improvements have been completed and installed and a certificate of completion issued therefor, or where the city commission may permit, the developer has posted adequate performance security in accordance with section 14-3-43.A (Improvements and Guarantees), and has received approval of construction drawings, in accordance with section 14-3-32; and
3. That all required fees or charges have been paid, dedications accepted, and any required escrow arrangements have been established.

D. *Signing the plat.*

1. When a bond or other improvement guarantees are required, the mayor and city manager shall endorse approval on the plat after the bond or other improvement guarantees have been approved.
2. Improvement installation. When installation of improvements is required, the mayor and city manager shall endorse approval on the plat only after all conditions of the approval have been satisfied and all improvements satisfactorily completed. There shall be written evidence that such improvements have been installed in a manner satisfactory to the city as shown by a certificate signed by the developer's engineer and approved by the city engineer, and from the city attorney that the necessary dedication of public lands and public improvements has been accomplished.

E. *Recording the plat.*

1. The mayor will sign the reproducible Mylar original of the subdivision plat. The plat will be returned to the applicant's engineer.
2. It shall be the responsibility of the applicant to file the plat with the Osceola County Clerk of the Circuit Court within seven days of the date of signature.
3. After recording, the applicant shall return three copies of the recorded plat to the city.
4. There shall be compliance with all requirements of F.S. ch. 177.

F. *Sectionalizing or phasing.* Prior to granting final approval of a subdivision plat, the city commission may permit the plat to be divided into two or more sections and may impose such conditions upon the filing of the sections as it may deem necessary to assure the orderly development of the plat. The city commission may require that the performance bond or other improvement guarantees be in such amount as commensurate with the section or sections of the plat to be filed and may defer the remaining required performance guarantee principal amount until the remaining sections of the plat are offered for filing. In the

event of approval of sectionalizing, the entire approved subdivision plat and construction drawings including all sections shall be filed within 90 days after date of final approval with the city engineer's office and such sections as have been authorized by the city commission shall be filed with the Osceola County Clerk of the Circuit Court. Such sections must contain at least ten percent of the total number of lots contained in the approved plat. The approval of all remaining sections not filed with the Osceola County Clerk of the Circuit Court shall automatically expire unless such sections have been approved for filing by the city commission, all fees paid, all instruments and offers of dedications submitted and performance guarantees approved and actually filed with the Osceola County Clerk of the Circuit Court within three years of the date of final subdivision approval of the subdivision plat. Note: In addition to these requirements, the applicant must meet the requirements of part VIII of this chapter (Concurrency Management) relative to preservation of the concurrency public facilities capacity reservation agreement.

- G. *Consumer protection.* No building permit or certificate of occupancy shall be granted or issued if a developer or the authorized agent have violated any federal, state or local law pertaining to consumer protection of real estate land sales, promotion or practices, or any applicable conflicts-of-interest legislation with respect to the lot or parcel of land that is the subject of the permit or certificate until so ordered by a court of competent jurisdiction.
- H. *Construction drawings.* Construction drawings shall be prepared for all required improvements by the appropriate combination of qualified professionals, which means a registered architect, landscape architect and civil engineer licensed by the State of Florida. The following shall be shown:
 - 1. *Streets.* Profiles showing existing and proposed elevations along centerlines of all roads. Where a proposed road intersects an existing road or roads, the elevation along the centerline of the existing road or roads within 100 feet of the intersection shall be shown. Radii of all curves, lengths of tangents, and central angles on all streets shall be shown. Plans and profiles showing the locations and typical cross section of street pavements, including curbs and gutters, sidewalks, drainage easements, servitudes, rights-of-way, manholes, and catch basins.
 - 2. *Other subdivision improvements.* The locations of street trees, pavement markings, traffic control signs, and street signs; the location and design of bikeways, pedestrian paths, agricultural buffers, and railroad buffers; the street lighting and electrical plan; the location and design of existing and proposed sanitary sewers, stormwater drains, swales, stormwater management ponds, and fire hydrants showing connections to any existing or proposed utility system; and exact location and design of all water, gas or other underground utilities or structures.
 - 3. *Early land preparation plan.* An early land preparation plan in accordance with section 14-9-4.
 - 4. *Landscape plan.* A landscape plan showing conformance with chapter 14-8, and containing the following information:
 - a. Location of all existing trees to be preserved;
 - b. The dimensions of the landscape elements of the proposed development including the location of plant material, surface material, landscape features and furnishings;
 - c. Drawings shall be drawn to scale using the same scale as the preliminary plat;
 - d. Identification of the species, size and location of plant materials. A plant list shall be included on the drawing and shall include the scientific name, the common name, the installed size and height, topsoil depth for ground cover, mulching material and depth for shrub areas, etc. A surface materials list shall be included on the drawing and contain the materials used such as asphalt, concrete, stone, mulch, and the like, with a description of each. All planter walls and other landscape furnishings shall be described through drawing and specifications to illustrate their construction or method of attachment. All existing trees 1½ inches in diameter at breast height (DBH) to be removed or retained shall be so noted.

-
5. *Irrigation plan.* An irrigation plan showing compliance with chapter 14-8.
 6. *Land preparation plan.* Specifications and references required by the city construction standards and specifications relative to the site grading plan for the entire subdivision.
 7. *Design professionals.* Title, name, address, telephone number, email address and signature of the registered professionals responsible for the above.

(Code 1995, §§ 14-2-131, 14-2-132; Ord. No. 3034, § 1(14-3-42), 8-4-2020)

14-3-43. Subdivision site improvements.

A. Improvements and guarantees.

1. *Completion of improvements.* Before the plat is signed by the mayor, all applicants shall be required to complete, in accordance with the city commission's decision and to the satisfaction of the city engineer, all the street, sewer and other improvements, including lot improvements on the individual lots of the subdivision as required in this title, specified in the final subdivision plat, and as approved by the city commission, and to dedicate the public improvements to the city free and clear of all liens and encumbrances on the property and public improvements thus dedicated.
2. *Guarantees.* In lieu of requiring the completion of all improvements prior to final plat approval, the city may, at its discretion, enter into a contract with the subdivider whereby the subdivider shall guarantee to complete all improvements required by this title, or otherwise specified by the city commission, in a manner satisfactory to the commission. The form and substance of this contract shall be approved by the city attorney prior to acceptance by the city commission. To secure this contract, the subdivider shall provide, subject to the approval of the city commission, one of the following guarantees:
 - a. *Security bond.* The subdivider shall obtain a security bond from a surety bonding company authorized to do business in the state. The bond shall be payable to the city and shall be in an amount sufficient to cover the entire cost, as estimated by the subdivider and approved by the city engineer, of installing all contracted improvements. The duration of the bond shall be until such time as the improvements are accepted by the city in accordance with B below.
 - b. *Cash.* The subdivider shall deposit cash, or other instrument readily convertible into cash at face value, either with the city or in escrow with a bank. The use of any instrument other than cash and, in the case of an escrow account, the bank with which the funds are to be deposited shall be subject to the approval of the city commission. The amount of the deposit shall be at least equal to the cost, as estimated by the subdivider and approved by the city engineer, of installing all required improvements. In the case of an escrow account, the subdivider shall file with the city commission an agreement in a form approved by the city between the financial bank and himself guaranteeing the following:
 - i. That the funds of the escrow account shall be held in trust until released by the city commission and may not be used or pledged by the subdivider as security in any other matter during that period;
 - ii. And that in the case of a failure on the part of the subdivider to complete the improvements, then the bank shall immediately make the funds in the account available to the city for use in the completion of those improvements.
 - c. *Property.* The subdivider may offer as a guarantee land or other property, including corporate stocks or other bonds. The value of any such property shall be at least equal to the cost, as estimated by the subdivider and approved by the city engineer, of the installation of all contracted improvements. The county assessor shall establish the value of any property so used

and, in so doing, shall take into account the likelihood of a decline in the value of the property during the guarantee period. The city commission shall retain the right to reject the use of any property when the value of such property is sufficiently unstable, when it believes that the property will be unusually difficult to sell, or for other reasons such as will inhibit the city commission from exchanging the property for a sufficient amount of money to complete the required improvements. When property is offered as an improvement guarantee, the subdivider shall:

- i. Execute an agreement with the trustee, when it is not the city, instructing the trustee to release the property to the city in the case of default. The agreement shall also state that the property may be released only upon consent of the city commission. The agreement shall be placed on file with the city manager and recorded among the public records of Osceola County, Florida.
 - ii. File with the city commission an affidavit affirming that the property to be used as a guarantee is free and clear of any encumbrances or liens at the time it is to be put in trust.
 - iii. Execute and file with the city commission and record among the public records of Osceola County, Florida, an agreement stating that the property to be placed in trust as an improvement guarantee will not be used for any other purpose, or pledged as a security in any other matter, until it is released by the city commission.
- d. *Letter of credit.* The subdivider shall provide, from a bank or other reputable institution or individual subject to the approval of the city commission, a letter of credit. This letter shall be deposited with the city manager and shall certify the following:
 - i. That the creditor does guarantee funds in an amount equal to the cost, as estimated by the subdivider and approved by the city engineer, of completing all required improvements.
 - ii. That, in the case of failure on the part of the subdivider to complete the specified improvements within the required time period, the creditor shall pay to the city immediately, and without further action, such funds as are necessary to finance the completion of those improvements, up to the limit of credit stated in the letter.
 - iii. That this letter of credit may not be withdrawn or reduced in amount until released by the city commission.
- 3. *Time limits.* Prior to the granting of final plat approval, the subdivider and the city commission shall agree upon a deadline for the completion of all required improvements, such deadline may not exceed two years from the date of final plat approval. The city manager (or designee thereof) shall have the power to extend the deadline for three additional months where the subdivider can present substantial reason for doing so, with the right to appeal this decision to the city commission. The city commission shall have the power to extend that deadline for nine additional months where the subdivider can present substantial reason for doing so. This time limit does not supersede the concurrency time limits of section 14-3-58.B.
- 4. *Failure to complete improvements.* If any portion of the required improvements shall fail to be accepted for dedication per subsection B below within the allocated time period, either for reason of incompleteness or for reason of substandard construction, then the city commission shall take one of the following actions:
 - a. Where improvements have been guaranteed under subsection A.2.a of this section, preliminary plat approval shall be revoked.
 - b. Where improvements have been guaranteed under subsection A.2.a, b, c or d of this section, the city commission shall declare whatever security has been pledged as a guarantee to be forfeited.

Where the city is not already in possession of said guarantee, it shall immediately take the actions necessary to obtain it. Upon receipt of these securities, the city commission shall use them, or receipts from their sale if that be necessary to finance the completion of contracted improvements or the rebuilding of such improvements to the proper specifications. Unused portions of these securities shall be returned to the subdivider, bonding company or crediting institution, as is appropriate.

B. *Inspection and certification.*

1. *Inspection.* The city engineer shall regularly inspect for defects in the construction of required improvements. Upon completion of these improvements, the city engineer shall file with the city commission a statement either certifying that the improvements have been completed in the specific manner or listing the defects in those improvements.
 - a. Upon completion of the improvements, the subdivider shall file with the city a statement stipulating the following:
 - i. That all required improvements are complete;
 - ii. That these improvements are in compliance with the minimum standards specified by the city for their construction;
 - iii. That the subdivider knows of no defects from any cause in those improvements; and
 - iv. That the improvements are free and clear of any encumbrance or lien.
 - b. The applicant shall also submit the following:
 - i. Two sets of as-built drawings showing field dimensions to all improvements installed in the subdivision and certified correct by a Florida-registered engineer.
 - ii. A letter from a Florida-registered engineer stating that all required improvements have been installed in accordance with city specifications and the lines and grades indicated on the as built drawings.
 - iii. A letter from a Florida-registered surveyor stating that all permanent reference monuments (PRMs) and permanent control points (PCMs) [(PCPs)] have been set in accordance with Florida law.
2. *Certification.* If the city engineer has certified that the contracted improvements are complete and free from defect, then upon receipt of the other statements and agreements detailed above, the city shall accept the dedication of those improvements which are public improvements. The city may, at its discretion, accept the dedication of any portion of the required public improvements, provided that all statements and agreements specified above have been received for that portion of the improvements.

C. *Reduction of guarantees.*

1. *Authorized.* In those cases where improvement guarantees have been made under subsection A.2 above, the amount of the guarantees may be reduced upon acceptance, in compliance with subsection B above, of the dedication of a portion of the required public improvements or in the case of private improvements, upon the certification by the city engineer in subsection B.2 above. The amount of the reduction shall not exceed the percentage that the public improvements just accepted for dedication or the private improvements just certified as complete make up of all originally required improvements. In no case, however, shall the guarantee be reduced less than 15 percent of the original amount.

-
2. *Release of guarantee.* Upon acceptance of the dedication of the final portion of public improvements and the certification of any private improvements, the city shall authorize the release of the remaining portion of the improvement guarantee.

D. *Maintenance of improvements.*

1. The developer shall be required to maintain all public improvements until final acceptance of the improvements by the city. If there are any certificates of occupancy on a street dedicated to the city, the city may on 12 hours' notice effect emergency repairs and charge same to applicant.
2. The developer shall be required to file with the city, at the city's discretion, either cash, a maintenance bond or a letter of credit from a bank or other financial institution approved by the city manager, and in a form satisfactory to the city attorney, prior to dedication, in an amount considered adequate by the city commission, but not less than ten percent of construction costs, in order to assure the satisfactory condition of the required public improvements for a period of one year after the date of their acceptance by the city commission and dedication of same to the city.

E. *Issuance of building permits and certificates of occupancy.*

1. *Performance bond.* Where a performance bond has been required for a subdivision, building permits may be issued for up to 90 percent of the lots in the subdivision or phase of the subdivision; however, no certificate of occupancy for any building in the subdivision shall be issued prior to the city engineer certifying completion of the improvements in accordance with this section, dedication of public improvements to the city and formal acceptance by the city commission of public improvements, as required in the city commission's final approval of the subdivision plat.
2. *Adequate access.* The extent of street improvement shall be adequate for vehicular access by the prospective occupant and by police and fire equipment prior to the issuance of any building permit. Such vehicular access shall have a surface and subgrade determined by the city engineer as being capable of supporting the imposed loads of firefighting apparatus.
3. *Temporary water supply.* During construction, when combustibles are brought to a lot in such quantities as deemed hazardous by the fire department, a temporary water supply system acceptable to the fire department shall be provided and maintained.
4. *Ten percent holdback.* No building permit shall be issued for the final ten percent of lots in a subdivision, or if ten percent is less than two lots, for the final two lots of a subdivision, until all improvements required by the city commission for the plat have been certified by the city engineer as being fully completed in accordance with this section and all public improvements have been dedicated to the city.
5. *Model homes.* For the purpose of allowing the early construction of model homes in a subdivision where completion of improvements is required in lieu of a bond, the director in ~~his/her~~their discretion, may permit a portion of a subdivision involving up to ten percent but no more than five lots per developer; provided, however, that no certificate of occupancy shall be issued until final plat approval.

- F. *Sale of lots.* No owner, or agent of the owner, of any parcel of land located in a proposed subdivision shall transfer or sell any such parcel before a plat of such subdivision has been approved by the commission, in accordance with the provisions of these regulations, and filed with the Osceola County Clerk of the Circuit Court.

(Code 1995, § 14-2-205; Ord. No. 2038, 12-20-1994; Ord. No. 2674, 3-11-2008; Ord. No. 3034, § 1(14-3-43), 8-4-2020)

14-3-44. Resubdivision.

- A. *Procedures for resubdivision.* For any change of an approved or recorded subdivision plat, if such change affects any street layout shown on such map or area dedicated for public use, such parcel shall be approved by the city commission by the same procedure and regulations as for a subdivision.
- B. *Procedure for subdivision where future resubdivision is indicated.* Whenever a parcel of land is subdivided and the subdivision plat shows one or more lots containing more than one acre of land and there are indications that such lots will eventually be resubdivided into small building sites, the city commission may require that such parcel of land allow for the future opening of streets and the ultimate extension of adjacent streets. Easements providing for the future opening and extension of such streets may be made a requirement of the plat.

(Code 1995, § 14-2-204; Ord. No. 3034, § 1(14-3-44), 8-4-2020)

14-3-45. Vacation of plats.

- A. Any plat or part thereof may be vacated by the owner of the premises, at any time before the sale of any lot therein, or the opening of any streets by following procedures outlined in F.S. § 177.101, and filing a written instrument to which a copy of the plat is attached, declaring the same to be vacated.
- B. Such an instrument shall be approved by the city commission in the same manner as plats. The city commission may reject any such instrument which abridges or destroys any public rights in any of its public uses, improvements or streets.
- C. Such an instrument shall be executed or approved, and recorded or filed, in like manner as plats; and being duly recorded or filed shall operate to destroy the force and effect of the recording of the plat so vacated, and to divest all public rights in the streets and public grounds, and all dedications laid out or described in such plat.
- D. When lots have been sold, the plat may be vacated in the manner herein provided by all the owners of lots in such plat joining in the execution of such writing.

(Code 1995, § 14-2-204; Ord. No. 3034, § 1(14-3-45), 8-4-2020)

14-3-46. Sale or exchange of portions of lots.

- A. *Purpose.* The sale or exchange of portions of lots to or between adjoining property owners is not considered a subdivision provided that the sale/exchange:
 - 1. Does not create additional lots;
 - 2. Does not create a flag lot;
 - 3. Does not cause a lot, structure, or site improvement to become nonconforming;
 - 4. Does not increase the extent of any pre-existing lot, structure, or site improvement nonconformity;
 - 5. Does not result in contiguous portions of a lot having different comprehensive plan future land use map designations;
 - 6. Does not result in contiguous portions of a lot having different zoning district categories;
 - 7. Does not increase or decrease the size of each impacted lot by more than ten percent or by more than 1,000 square feet;

-
8. Does not change the location of an immediately preceding lot line location by a distance of more than ten percent of the immediately preceding lot width or by a distance of more than ten feet; and
 9. Does not result in a lot line location being changed twice in a ten-year period, unless the immediately preceding change was reflected on a valid subdivision plat recorded in the office of the Osceola County Clerk of the Circuit Court.
- B. *Review.* In order to determine if a sale or exchange requires subdivision plat approval, all sales or exchanges of portions of lots to or between adjoining property owners (which do not receive subdivision plat approval after the adoption of this ordinance) must be certified by the director as not requiring subdivision plat approval. No such certification shall occur until after the sale or exchange has been reviewed by the director and the city engineer.
- C. *Submittal requirements.* Information submitted for review shall include:
1. *Project ownership.*
 - a. Name, address, telephone number, and email address of legal owners, or agents, of the lots, and copies of all instruments conveying title to each impacted lot which have been recorded during the last ten years.
 - b. Existing covenants on the property, if any.
 - c. A title opinion of an attorney at law licensed in Florida or a certification by an abstractor or a title company showing the record title to the property being sold or exchanged. The title opinion or certification shall also show all easements of record and show all mortgages not satisfied or released of record nor otherwise terminated by law.
 2. *Description.* The existing and proposed legal description for each impacted lot.
 3. *Survey.* A survey prepared by a land surveyor licensed by the State of Florida which shows the following for the impacted lots: existing and proposed lot lines, all structures, all recorded easements, and all setback lines.
 4. *Surveyor data.* Data from a surveyor licensed by the State of Florida which shows the amount and percentage of change in the square footage of each impacted lot which would result from the transfer and the maximum distance change in lot line locations which would result from the transfer. In addition, the surveyor shall indicate the maximum percentage change in lot widths for the lots involved in the transfer.
 5. *Mortgagee consent.* Documentation suitable to the city showing the consent of any current mortgagees identified in C.1.c above to the sale or exchange.

(Code 1995, § 14-2-131; Ord. No. 3034, § 1(14-3-46), 8-4-2020)

14-3-47. Vacation and abandonment of rights-of-way and easements.

- A. *Purposes and methods.* The purposes of this section are to establish a uniform procedure to apply for the vacation and abandonment of city streets, alleys, special purpose easement and other nonfee interests of the city; to designate the departments of the city which shall be responsible for the processing of such applications; and to provide the methods and procedures for processing the applications. Application for vacating or abandoning ROW or easements may not be accepted if a similar application has been considered at any time within six months of the date the application is submitted.
- B. *Application form.*

-
1. All requests for vacation and abandonment of city streets, alleys, special purpose easements and other nonfee interests which the city may have in real property shall be made in writing upon an application form which shall be furnished by the city and which shall require the following information:
 - a. The name and address of the applicant.
 - b. A general description of the street, alley, special purpose easement or other nonfee interest of the city which the applicant seeks to have abandoned and the location of same. Where possible, a legal description by metes and bounds shall be provided, which description shall be accompanied by a plat, map or drawing which also shows the general area involved and the location of the specific property interest to be abandoned.
 - c. The reason for the request to abandon.
 - d. The names and addresses of the owners and occupants of real property bounding and abutting the street, alley, special purpose easement or other nonfee interest of the city which the applicant seeks to have abandoned.
 - e. Such other relevant information as the city may require.
 2. The application shall be signed by the party or parties requesting same who shall verify same under oath that the information contained therein is true and correct.
- C. *Application fee.* If the application for abandonment pursuant to this section is submitted by a citizen, owner or lessee of adjoining or affected property, the application shall be accompanied by the applicable fee as prescribed by the development review fee schedule.
- D. *Review procedures for vacation of rights-of-way and easements.* The following procedures shall apply to all applications for vacating right-of-way or easements:
1. *Development review committee (DRC).* Upon receipt of a complete application and fee pursuant to this section, the DRC shall review the application for compliance with the requirements of this title. The director will notify the public utility companies that may be involved or concerned with the abandonment, giving them ten days to provide comments to the city. The DRC shall forward a recommendation to the planning advisory board.
 2. *Planning advisory board (PAB).* The PAB shall hold an advertised public hearing and report its recommendations or status on the application for abandonment to the city commission and shall specifically include in its report the recommendations of the DRC. See section 14-3-20 for advertisement and posting requirements.
 3. *City commission.* The city commission shall consider the aforesaid reports and recommendations on applications for vacation and abandonment of rights-of-way and/or easements, and shall, after an advertised public hearing and due consideration, either accept, modify or deny the recommendation in accordance with the best interests of the public. If by the acceptance, modification, or denial of the recommendation, a change in the land use of the comprehensive plan (district map) is required, or if the aforesaid action of the city commission necessitates a change in the existing property interests or rights, an ordinance setting forth the change shall be introduced as soon as possible.
- E. *Criteria for approving vacation of rights-of-way and easements.* The DRC, PAB and city commission shall consider the following when reviewing a request for vacating a public right-of-way or easement:
1. The right and interest in the right-of-way and/or easement subject to the application for abandonment from the standpoint of the benefit of the community as a whole;
 2. The effect of the right-of-way vacation on vehicular and pedestrian connectivity in the area; if existing streets are vacated alternative vehicular connections shall be provided;

-
3. The length of the resulting blocks in the case of right-of-way vacation/abandonment;
 4. The need to rearrange streets and rights-of-way in order to secure a more regular and harmonious system for traffic circulation.
 5. The city shall ensure that street connectivity within the Multimodal Transportation District (MMTD) is not lost over time by prohibiting street vacations for public or private development uses unless a new street connection is provided elsewhere that will result in no net loss of connectivity.
- F. *Valuation/compensation.* All approved vacations and abandonments of city streets, alleys, special purpose easements and other nonfee interests whereby the property to be vacated or abandoned was acquired by gift, negotiation, sale and purchase or condemnation are conditioned upon compensation to the public interest for such vacation or abandonment of the fair market value of the subject property.

The director shall determine an approximate valuation, if necessary, of any street or right-of-way to be abandoned and the extent to which the public interest and general welfare of the community might be compensated by obtaining any alternate right-of-way or any monetary contribution for additional rights-of-way, or by any combination thereof, in exchange for the abandonment. Any monetary contribution which forms a part of the compensation to the public interest for such abandonment shall be expressly designated as such and any sums which shall be received by the city pursuant to these provisions shall be deposited in the city's local option gas tax revenue account. Any monetary contribution received from an abandonment of right-of-way in a designated community redevelopment area (CRA) shall be segregated from other funds within the right-of-way acquisition fund and shall be expended exclusively within the CRA.

(Code 1976, §§ 25-31—25-41; Code 1995, §§ 14-2-50—14-2-60; Ord. No. 3034, § 1(14-3-47), 8-4-2020)

14-3-48. Reserved.

14-3-49. Reserved.

PART VII. MODIFICATION OF STANDARDS AND VARIANCES

14-3-50. Modification of standards and lot size waivers.

- A. *Modification of standards.* It is recognized that because of the individual unique characteristics or circumstances of any given development, flexibility in the application of development requirements may be warranted in certain situations. Modifications from the standards provided in this Code may be requested by an applicant as part of the development review process. If an applicant requests multiple modifications, each modification shall be evaluated independently.
1. *Application.* All requests for modifications shall be submitted in writing with the application for development review on forms provided by the city. The request shall be approved or denied during development plan review and, if granted, shall be noted on the construction drawings, whichever is applicable.
 2. *Director modifications.* The director shall have the authority to grant limited modifications of up to ten percent of any dimensional requirements applicable to the site where it is determined that the proposed development meets the intent of the Code, the requested modification is the minimum necessary to allow reasonable development of the site and the requested modification is not injurious to the public health, safety and welfare.

-
3. *Development review committee (DRC) modifications.* Modifications of more than ten percent but no more than 30 percent of a dimensional requirement, modifications of ten percent or less previously denied or referred to the DRC by the director, and modifications to non-dimensional design requirements shall be reviewed and approved by the DRC in accordance with the review criteria listed below. Changes of more than 30 percent of a dimensional requirement shall be processed as board of adjustment variances per section 14-3-51.
 4. *Prohibited modifications.* No modification shall be granted under this section for any of the following:
 - a. Use of land.
 - b. Development density.
 - c. Approved planned unit developments.
 - d. A reduction in sidewalk width that would result in a sidewalk with less than five feet clear space.
 - e. A reduction of a setback to less than five feet adjacent to a single family residential district.
 5. *Review criteria.* A modification of standards may be granted by the approving authority if it finds that strict application of the requirements of this Code is not warranted and that granting a modification will fulfill the intent of the Land Development Code (LDC). The approving authority shall apply all the following criteria, when applicable, to determine if the applicant has justified a request for a modification:
 - a. The request is within the parameters listed in 2 and 3 above.
 - b. The request is consistent with the comprehensive plan and generally consistent with the purpose of the LDC.
 - c. The proposed modification will not have a material negative impact on adjacent uses, or the applicant proposes to mitigate the negative impact to be created by the modification.
 - d. Compliance with the requirement is technically impractical or undesirable based on site conditions, or approval of the modification will result in superior design.
 - e. The applicant may provide other information in addition to that required by the city to justify a request for a modification and demonstrate that granting the proposed modification will fulfill the intent of the LDC and the Comprehensive Plan.
 6. *Additional requirements.*
 - a. The burden of presenting evidence sufficient to satisfy the applicable criteria set forth in this section, as well as the burden of persuasion on those issues, remains with the applicant seeking the modification.
 - b. The applicant may propose conditions to ensure that the use of the property to which the modification applies will be reasonably compatible with the surrounding properties, including visual screening.
 - c. As an exception to chapter 14-1, part III (Nonconformity), modifications may be granted even if nonconforming structures will be enlarged or altered as a result of the modification.
 - d. A granted modification and any conditions attached to it shall be entered on the face of or attached to the development order or permit and development plan.
 - e. A proposed change to an approved modification shall be added to the approved modification and considered in the aggregate. The total modification (approved modification plus proposed change) shall determine the approving authority per subsections 2 and 3, above.

-
- B. *Lot size waivers.* When a final plat for a minor subdivision is submitted, waivers may be requested to the zoning district lot area, width, and depth requirements in accordance with the following. The applicant shall demonstrate that the lot can meet the required parking, access, buffering, and stormwater criteria in this title if waiver is granted.
1. *Lot size waivers.* Lot size waivers shall stay within the following parameters. Additionally, in no case shall a lot have less than 30 feet of frontage at the property line.
 - a. *Lots fronting on arterial streets.*
 - i. The minimum lot area may be reduced to 30,000 square feet in the HC district.
 - ii. The minimum lot width may be reduced to 125 feet in the HC district.
 - iii. Access to the property requesting the area or width reduction shall be obtained by an existing or proposed cross access from an adjacent lot.
 - b. *Lots fronting on collector streets.*
 - i. The minimum lot area may be reduced to 15,000 square feet in the B-2, B-3, HC, B-5, IB, CF, HF, and UT districts.
 - ii. The minimum lot width may be reduced to 100 feet in the B-2, B-3, HC, B-5, and IB districts.
 - iii. The minimum lot depth may be reduced to 100 feet in the B-2, B-3, and HC districts.
 - c. *Other lots.*
 - i. The minimum lot area may be reduced to 12,000 square feet in the B-2, B-3, HC, B-5, IB, CF, HF, and UT districts.
 - ii. The minimum lot width may be reduced to 80 feet in the B-2, B-3, HC, B-5, IB, CF, HF, and UT districts.
 - iii. The minimum lot depth may be reduced to 80 feet in the B-2, B-3, HC, B-5, and IB districts.
 2. *Submittals.* When the final plat is submitted it must be accompanied by a lot size waiver report which provides:
 - a. *Rationale for lot size waivers.* This report shall present the waivers being requested and explain how the waiver criteria would be satisfied.
 - b. *Access and parking plan.* This report shall include an access and parking plan which demonstrates that the requirements of chapter 14-7 can be satisfied. It must also demonstrate that adequate parking, in accordance with chapter 14-7, can be provided for a typical one story 2,000 square foot establishment allowed by the relevant zoning district.
 - c. *Easements and recordable documents.* Any recordable documents which are needed to ensure that the access and parking plan can be implemented must be submitted with the report. For example, cross access easements or parking easements might be necessary.
 3. *Lot size waiver review procedures.*
 - a. *Development review committee (DRC).* The DRC shall review the application and make a recommendation to the city commission.
 - b. *City commission.* The city commission shall hold an advertised public hearing and approve, approve with conditions, or deny the request. If the request is denied, reasons shall be stated based upon the review criteria.

-
4. *Waiver criteria.* The criteria to be applied in granting requests for lot size waivers listed in subsection 3 above are as follows:
- a. *General.* All waiver requests shall be evaluated in a manner which gives consideration to the need for the request and the characteristics of the subject property and the surrounding area.
 - b. *Nearby lots.* The waivers granted shall not reduce the size of the lot below the size of typical nearby lots.
 - c. *Access and parking.* The waivers shall not be granted unless it is demonstrated that the lots can comply with the access requirements of chapter 14-7. It must also be demonstrated that the waivers will not prevent the lot from complying with the parking requirements for a typical 2,000 square foot one-story establishment, as required in chapter 14-7, allowed by the relevant zoning district in accordance. Any recordable documents which are needed to ensure that these access and parking requirements can be met must be provided and must be recorded when the plat is recorded.
 - d. *Adequate space.* The waivers shall only be granted if the lots still have adequate space to:
 - i. Satisfy the front, side, and rear yard requirements of the relevant zoning district; and
 - ii. Comply with the landscaping and buffer requirements of chapter 14-8.
 - e. *General compatibility.* The waivers granted shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the placement of access and parking facilities or other factors.
 - f. *Appropriate public facility impacts.* The granting of the waivers shall not result in an excessive burden on public facilities.
 - g. *Comprehensive plan.* The waivers granted shall be consistent with the goals, objectives, and policies of the city's comprehensive plan.
5. *Conditions of approval.* When the city approves a lot size waiver request, it may impose conditions of approval in conformity with the intent and provisions of this section as it deems necessary in order to protect the public health, safety, and welfare. Such conditions may involve requirements which exceed the minimum design standards which would normally apply. Conditions may include, but are not limited to, conditions which:
- a. *Access.* Designate the size, number, location, and nature of vehicular access points (including the sharing of access with other lots).
 - b. *Parking.* Designate the size, location, and other characteristics of parking areas (including the sharing of parking areas with other lots).
 - c. *Buffers.* Require berming, screening, landscaping, and other buffering to protect nearby property.
 - d. *Building characteristics.* Designate the orientation and location of potential buildings.
 - e. *General.* Specify other conditions to permit development of the city in conformity with the intent and purpose of this Land Development Code and the city's comprehensive plan.

(Code 1995, § 14-2-133; Ord. No. 3034, § 1(14-3-50), 8-4-2020)

14-3-51. Board of adjustment variances.

- A. *Purpose.* The board of adjustment (BOA) shall have the power to determine variances from the terms of this title as will not be contrary to the public interest where, owing to conditions unique to the site, enforcement

of the provisions of this Code would result in unnecessary hardship. No variances shall be granted by the board of adjustment, however, to the requirements of section 14-4-7.D (Historic Preservation Overlay District), 14-3-36 (Designation of Historic Landmarks) or chapter 14-10 (Subdivisions, Site Design and Public Required Improvements).

- B. *Application procedures.* An application shall be submitted on forms provided by the department; the form shall specify the required information and maps. The important requirements are:
1. A statement of the reasons the variance request should be approved by the board in accordance with the review criteria.
 2. A map which shows the variance request and the unique building or site characteristics.
- C. *Fee.* An application fee shall be charged in accordance with the development review fee schedule.
- D. *Board of adjustment review procedure.*
1. *Public hearing.* The application shall be placed on the agenda of the board of adjustment. The board shall vote to approve, approve with conditions or deny the application. A public hearing can be continued in order to obtain additional information. A reason for the board's action, based on the review criteria in subsection E below, shall be stated. Appropriate conditions may be attached to the variance. The public hearing shall be noticed as required in section 14-3-20.
 2. *Repeat application.* Once a variance has been denied, an application cannot be submitted for one year for the same request. Upon good cause or proof that circumstances have changed, the board of adjustment, in its discretion, may waive this provision. This subsection does not apply to an application withdrawn prior to or during a public hearing.
 3. *Reconsidering a variance.* The board may, at the request by the applicant, reconsider a variance previously granted which has not been acted in reliance upon by the applicant provided the request for rehearing is not for a variance greater than that granted previously.
- E. *Review criteria.* The board of adjustment shall approve a variance only after the applicant has demonstrated justification for the granting of a variance in conformance with all of the following criteria:
1. *Reasonable use of land.* Conditions and circumstances exist affecting the land, structure or site improvements involved which prevent the reasonable use of said land or structure, or reasonable placement of site improvements.
 2. *Special conditions and circumstances.* The conditions and circumstances which cause the hardship are peculiar to the property or to such a small number of properties that they clearly constitute a marked exception to the conditions and circumstances affecting other properties in the zoning district.
 3. *Deprivation of rights.* The provisions contained in this title would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title and would cause unnecessary and undue hardship for the applicant. It is of no importance whatever that the denial of the variance might deny to the property owner some opportunity to use the property in a more profitable manner or to sell it at a greater profit than is possible under the terms of this title.
 4. *No special privilege conferred.* Approval of the variance requested will not confer on the applicant any special privilege that is denied by this title to other property in the same zoning district.
 5. *No self-created hardship.* The conditions and circumstances do not result from the actions of the applicant and are not due to the mere disregard for or ignorance of the provisions of the title.
 6. *Minimum possible variance.* The variance is the minimum variance that will make possible the reasonable use of the land or structure, or reasonable placement of the site improvements.

-
7. *No use variance.* The variance shall not allow the establishment or expansion of a use of property prohibited in the district involved.
 8. *No detriment to public welfare.* The variance will not be injurious to the area involved or otherwise detrimental to the public welfare. No nonconforming use of neighboring lands or structures in the same district and no use of lands or structures in other districts shall be considered grounds for the authorization of a variance. In addition, no zoning violations involving the property or nearby properties shall constitute grounds for variance approval.
 9. *Consistent with intent and purpose.* The variance shall be in harmony with the general intent and purpose of this Land Development Code and the city's comprehensive plan.
- F. *Expiration of BOA variance approval.* Approved variances shall be effective for a period of 12 months from the approval date, during which time final plat approval or building permits may be issued consistent with the variance approval. After 12 months, in the absence of an active final plat or permit application, the variance approval shall expire. Upon application to the city manager prior to the expiration date, the effective period may be extended an additional three months for good cause, with the right to appeal this decision to the board of adjustment. An additional extension of up to nine months may be granted by the board of adjustment for good cause.
- G. *Relation to other Code titles [chapters].* No variance may be approved pursuant to the requirements of this title for a provision of another title [chapter] of the Code of Ordinances or an interlocal agreement (including those provisions which are cross referenced or summarized in this title), unless authorized by the title [chapter] of the Code of Ordinances or the interlocal agreement in which the provision originated.
- (Code 1995, § 14-2-207; Ord. No. 2038, 12-20-1994; Ord. No. 2331, 3-7-2000; Ord. No. 2858, 5-21-2013; Ord. No. 3034, § 1(14-3-51), 8-4-2020)

14-3-52. Subdivision variances.

- A. *Purpose.* The city commission shall have the power to determine variances from the terms of chapter 14-10 (Subdivisions, Site Design and Required Improvements) as will not be contrary to the public interest where, owing to conditions unique to the site, enforcement of the provisions of this title would result in unnecessary hardship.
- B. *Application procedures.* An application shall be submitted on forms provided by the department; the form shall specify the required information and maps. The important requirements are:
1. A statement of the reasons the variance request should be approved by the city commission in accordance with the review criteria.
 2. A map showing the variance request and the unique building or site characteristics.
 3. Fee. An application fee shall be submitted in accordance with the development review fee schedule.
- C. *City commission review procedure.*
1. *Public hearing.* The city commission shall vote to approve, approve with conditions or deny the application. A public hearing can be continued in order to obtain additional information. A reason for the city commission's action, based on the review criteria in subsection D below, shall be stated. Appropriate conditions may be attached to the variance. See section 14-3-20 for meeting notice requirements.
 2. *Repeat application.* Once a variance has been denied, an application cannot be submitted for one year for the same request. Upon good cause of proof that circumstances have changed, the city

commission, in its discretion, may waive this provision. This subsection does not apply to an application withdrawn prior to or during a public hearing.

- D. *Review criteria.* Where the commission finds that extraordinary hardships or practical difficulties may result from strict compliance with the regulations of chapter 14-10 and/or the purposes of that chapter may be served to a greater extent by an alternative proposal, it may approve variances to the standards of that chapter so that substantial justice may be done and the public interest secured; provided that such variance shall not have the effect of nullifying the intent and purpose of these regulations; and further provided, the city commission shall not approve variances unless it shall make findings based upon the evidence presented to it in each specific case that:
1. *Lack of detrimental impacts.* The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property, wherever located.
 2. *Unique circumstances.* The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property.
 3. *Hardship to the owner.* Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out.
 4. *Compliance with comprehensive plan and other chapters of this LDC.* The variances will not in any manner vary the provisions of other chapters of this Land Development Code or the comprehensive plan.
- E. *Expiration of subdivision variances.* Approved subdivision variances shall be effective for a period of 12 months from the approval date, during which time final plat approval or permits may be issued consistent with said variance approval. After 12 months, in the absence of an active final plat or permit application, the variance shall expire. Upon application to the city manager prior to the expiration date, the effective period may be extended an additional three months for good cause, with the right to appeal this decision to the city commission. An additional extension of up to nine months may be granted by the city commission for good cause.
- F. *Relation to other code titles [chapters].* No variance may be approved pursuant to the requirements of this section for a provision of another title [chapter] of the Code of Ordinances or an interlocal agreement (including those provisions which are cross referenced or summarized in this title), unless authorized by the title [chapter] or the interlocal agreement in which the provision originated.

(Code 1995, § 14-2-208; Ord. No. 3034, § 1(14-3-52), 8-4-2020)

14-3-53. Reserved.

14-3-54. Reserved.

PART VIII. CONCURRENCY MANAGEMENT

14-3-55. The purpose of concurrency.

No development permit application involving a specific plan for development (with densities or intensities) shall be approved unless a certificate of concurrency has been issued demonstrating that there will be sufficient available public facility design capacity to sustain the levels of service (LOS) as established in the comprehensive plan.

14-3-56. Concurrency level of service standards.

The following levels of service shall apply:

A. *Streets.*

1. All arterial and collector streets (as so classified in the comprehensive plan) shall have an average peak hour level of service (LOS) standards not lower than "D."
2. The following streets, which are designated "constrained" or "backlogged," shall maintain an LOS whereby peak hour traffic volumes do not exceed the 1991 level by more than 20 percent of the average travel speed is not reduced by more than one mile per hour.

[i.] Constrained:

[(a)] Vine Street from Hoagland Blvd. to Michigan Avenue.

[ii.] Backlogged:

[(a)] Vine Street from Michigan Avenue to east city limits.

[(b)] Main Street from north city limits to Vine Street.

- B. *Sanitary sewers.* The sewage treatment system average daily flow treatment capacity for the service area within which a new project is located shall not exceed 98 percent of the capacity permitted by the state as a result of the addition of the flows generated by the new project.

C. *Potable water.*

1. The central water supply system average daily water production capacity, for the service area within which a new project is located, shall not exceed 98 percent of the capacity permitted by the state as a result of the addition of the flows generated by the new project.
2. Potable water pressure of at least 40 pounds per square inch shall be maintained at property lines, excluding fire demand. At times of fire demand potable water pressure will be provided at no less than 20 pounds per square inch at property lines.

- D. *Solid waste.* The city solid waste collection amount shall not exceed 5.1 pounds per person per calendar day.

E. *Recreation.* The public park system within the city shall meet the following LOS:

1. Active recreation area: 2.0 acres per 1,000 population.
2. Urban open space: 2.0 acres per 1,000 population.
3. Total recreation area: 5.0 acres per 1,000 population.

F. *Drainage.* The LOS shall be met if conformance with the following standards is achieved:

1. *Off-site discharge.* 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 ten-year frequency 72-hour duration storm. Retention/detention ponds, for all sites greater than ten acres of total area, shall have a minimum of one foot freeboard. Sites less than or equal to ten acres shall meet freeboard requirements of the city engineer.

-
2. *Runoff velocities.* Limit velocities in any new system to a maximum of three feet/second or less for the ten-year storm.
 3. *Roadways.* Design roadway drainage systems for the ten-year storm event, utilizing the Florida Department of Transportation (FDOT) intensity duration frequency (IDF) curves map.
 4. *Pavement.* Design pavement drainage for ten-year design frequency storms.
 5. *Detention/retention.* Design wet detention for the first inch of runoff or the total runoff of 2½ inches times the percent of imperviousness, whichever is greater. Reductions in the above volumes of 25 percent and 50 percent for dry detention and retention respectively can be applied when conditions permit. Industrial zoned projects shall provide at least one-half inch dry detention or retention pretreatment as part of the required retention/detention.
 6. *Flood storage.* There shall be no net reduction in the flood storage capacity within a special flood hazard area.

(Code 1995, § 14-2-176; Ord. No. 2038, 12-20-1994; Ord. No. 2732, 11-3-2009; Ord. No. 2824, 4-3-2012; Ord. No. 2858, 5-21-2013; Ord. No. 3034, § 1(14-3-56), 8-4-2020)

14-3-57. Concurrency review process.

A. Development subject to adequacy determination.

1. New development.

- a. *Concurrency test and certificate.* Level-of-service standard compliance will be officially calculated in conformance with subsection b below and a certificate of concurrency issued at the time of approval of a site plan, or planned unit development (PUD) conceptual plan, preliminary plat, final plat, or enforceable development agreement which is associated with a specific plan for development, or a final single family minor subdivision plat, final duplex minor subdivision plat, or final triplex minor subdivision plat or if none of the above or the exemptions below apply, building permit. See also subsection 3 below for exemptions to the above.
- b. *Certificate of concurrency contingencies.* Certificates of concurrency issued at the time of approval of a site plan or a preliminary single family, duplex, or triplex major subdivision plat shall be subject to:
 - i. The submission of consistent construction drawings;
 - ii. The allocation of suitable capacity in accordance with subsection d below; and
 - iii. All other appropriate conditions. Certificates of concurrency issued at the time of approval of PUD conceptual plans shall be subject to:
 - (a) The submission of consistent site plans and/or subdivision plats;
 - (b) The submission of consistent development plans;
 - (c) The allocation of suitable capacity in accordance with subsection d below; and
 - (d) All other appropriate conditions. Other certificates of concurrency may also be subject to appropriate contingencies.
- c. *Additional concurrency review.* Level-of-service standard compliance will also be officially calculated prior to the issuance of a building permit associated with an approved site plan in order to determine compliance with certificate of concurrency conditions of approval.

-
- d. *Facility capacity allocation.* Facility capacity allocation shall occur in accordance with section 14-3-58.B. Except when indicated to the contrary by that section, capacity shall be allocated by the payment of impact fees.
 - e. *Optional concurrency review.* However, either the city or the applicant may request an optional or preliminary concurrency review at an earlier development permit stage, including zoning map amendments, other types of subdivisions, special exceptions, conditional uses or variances. Such a review may also be requested for future land use map (comprehensive plan) amendments or annexations. A certificate of concurrency issued at this preliminary phase is conditioned upon:
 - i. Submission of a consistent site plan or subdivision plat;
 - ii. Submission of consistent development plans;
 - iii. The allocation of suitable capacity in accordance with subsection d above; and
 - iv. Other appropriate conditions.
2. *Addition or change of use.* A concurrency review shall be required in the case of any building addition or basic change of building or site use, unless such addition or use change would have a de minimis impact. Unless a more permissive standard is approved by Florida Statute, a de minimis impact is one that would not affect more than 0.1 percent of the maximum volume at the adopted level of service standard of the affected transportation facility as determined by the city and that is caused by an increase in density or intensity that is less than or equal to twice the density or intensity of the existing land use or, in the case of vacant land, is a density of less than one dwelling unit per quarter acre or a floor area ratio of 0.1 for non-residential uses. Only any incremental increase in facility capacity usage over the existing usage will be assessed for concurrency.
3. *Exempt projects.*
- a. *Developments of regional impact (DRI).* Development which is authorized by a DRI development order approved prior to adoption of this section.
 - b. *Vested projects.* The criteria for determining whether or not a previously approved project is exempt from this Land Development Code is if a previously approved site plan, conditional use, or planned unit development was valid immediately before the effective date of this Code and a building permit based upon that site plan, conditional use, or PUD is obtained within the period for which the site plan, conditional use, or PUD was approved. In the case of a preliminary single family, duplex, or triplex subdivision plat, the subdivision is exempt if the preliminary plat was valid immediately before the effective date of this title and a final plat is obtained within the period for which the preliminary plat was approved. If a site plan, conditional use, PUD, or preliminary plat is not required, then concurrency must be met at the time of building permit application if such application is submitted after the effective date of this section, unless otherwise exempt. If a building permit expires, however, any previously approved development which has not been substantially completed shall no longer be vested. See subsection 4 below for vesting appeal process.
 - c. *Houses.* Any single family, duplex or triplex dwelling (which is not part of a multiple family housing development) on a lot.
 - d. *De minimis impact uses.* Unless a more permissive standard is approved by Florida Statute, a de minimis impact use is one that would not affect more than 0.1 percent of the maximum volume at the adopted level of service standard of the affected transportation facility as determined by the city and that is caused by an increase in density or intensity that is less than or equal to twice the density or intensity of the existing land use or, in the case of vacant land, is a density of less than one dwelling per quarter acre or a floor area ratio of 0.1 for non-residential uses.

-
4. *Appeal process.* Any applicant that is aggrieved by a decision of an administrative officer of the city relative to vesting based upon expenditures made in reliance upon code provisions prior to adoption of Ordinance No. 2824 (or any other concurrency decision made by the director or any other administrative officer of the city) may appeal to the city manager, and if still aggrieved, to the board of adjustment. Any vesting appeal review shall be based upon relevant statutes (such as F.S. § 163.3167(10)), and common law on the subject.
- B. *Measurement of level-of-service (LOS) capacities.*
1. *Water and sewage.* Measurement of water and sewer system capacities shall be based on the current design capacity of the treatment plant and related facilities. Water pressure will be tested at the site by the Tohopekaliga Water Authority.
 2. *Roadways.*
 - a. All traffic calculations shall be for the peak hour of the closest arterial or collector road impacted by the development. Highway capacities shall be those shown in the latest city traffic tables with any necessary adjustment based upon either the latest Florida Department of Transportation (FDOT) quality/level of service handbook or the city's traffic model. The measurement of capacity may also be determined by engineering studies or other data provided that analysis techniques are technically sound and acceptable to the city.
 - b. Traffic generation shall be based upon a table of rates available from the city or the latest Institute of Transportation Engineers (ITE) Manual Trip generation rates may also be determined by engineering studies or other data provided that analysis techniques are technically sound and acceptable to the city.
 - c. The impact shall be pressed to be limited to those collector or arterial streets serving the local streets which give access to the lot, or to any collector or arterial street abutting the lot. However, if it is the judgment of the city that the project may generate peak hour trips that would impact any additional nearby collector or arterial by an amount in excess of ten percent of the roadways LOS "D" capacity, a traffic analysis and trip assignment will be required using professional traffic engineering techniques acceptable to the city.
 - d. The applicant shall provide the square footage for city traffic calculations. In some cases, the applicant will have to supplement the square footage data (e.g., number of hospital beds).
 3. *Solid waste.* A table available from the city may be used to calculate solid waste generation rates. Other generation rates are subject to approval by the city. City solid waste base collection data will be used.
 4. *Drainage.* Conformance with the drainage LOS shall be demonstrated by plans and reports sealed by a civil engineer licensed in the State of Florida in a form acceptable to the city.
 5. *Recreation.* Applies to residential uses only, including short-term rentals and time-share dwellings and excluding hotels and motels. Measurement shall be based on the city's most recent public park land and facility inventory and the latest city population estimate contained in the concurrency system user's manual, with any necessary interpretation provided by the director.
- C. *Determination of concurrency.* For purposes of these regulations, the capacity availability shall be determined by the following approach:
- Adding together:
1. The total design capacity of existing facilities operating at the required level of service; and

-
2. The total design capacity of new facilities that will become available concurrent with the impact of the development. The capacity of new facilities may be counted only if one or more of the following is shown:
- a. For water, sewage, solid waste and drainage:
 - i. The necessary facilities and services are in place at the time of approval of a site plan, PUD conceptual plan, preliminary single family major subdivision plat, preliminary duplex major subdivision plat, preliminary triplex major subdivision plat, final single family minor subdivision plat, final duplex minor subdivision plat, final triplex minor subdivision plat, enforceable development agreement which is associated with a specific plan for development, or building permit (if a site plan, PUD conceptual plan, or single family, duplex, or triplex subdivision is not required or there is no enforceable development agreement associated with a specific plan for development); or
 - ii. Such approval is issued subject to the condition that the necessary facilities and services will be in place when the impacts of development occur; or
 - iii. Construction of the new facilities is under way at the time of approval of a site plan, PUD conceptual plan, preliminary plat, final plat, or building permit (if a site plan, PUD conceptual plan, or single family, duplex, or triplex subdivision is not required or there is no enforceable development agreement which is associated with a specific plan for development); or
 - iv. The new facilities are guaranteed by an enforceable development agreement to be available at a specific time which complies with one or more of the above three standards. An enforceable development agreement may include, but is not limited to, development agreements pursuant to F.S. § 163.3220, or an agreement or development order pursuant to F.S. ch. 380.
 - b. For recreation:
 - i. See subsection C.2.a above;
 - ii. The new facilities/land are the subject of a binding executed contract for the construction/acquisition of facilities/land to be completed/acquired within three years of the time of approval of a site plan, PUD conceptual plan, preliminary plat, final plat, enforceable development agreement which is associated with a specific plan for development, or building permit (if a site plan, PUD conceptual plan, or single family, duplex, or triplex subdivision is not required or there is no enforceable development agreement which is associated with a specific plan for development); or
 - iii. The new facilities are guaranteed in an enforceable development agreement which requires the completion of the actual construction of any necessary facilities and the acquisition of any necessary land within three years of the time of approval of a site plan, PUD conceptual plan, preliminary plat, final plat, enforceable development agreement which is associated with a specific plan for development, or building permit (if a site plan, PUD conceptual plan, or single family, duplex, or triplex subdivision is not required or there is no enforceable development agreement associated with a specific plan for development).
 - c. For traffic:

-
- i. The new facilities have been included in a five-year schedule of capital improvements included in the comprehensive plan and construction is scheduled for the third year or earlier; or
 - ii. See subsection C.2.a of this section; [or]
 - iii. Subtracting from that number the sum of:
 - (a) The design demand for the service created by existing development; and
 - (b) The new design demand for the service (by phase or otherwise) that will be created concurrent with the impacts of the proposed development by the anticipated completion of other presently approved developments.
 - D. *Information provided by applicant.* In order to be approvable, applications for concurrency approval shall provide sufficient and verifiable information of the kind specified in the application form. Information supplied by the applicant may include a written evaluation of the impact of the anticipated development on the levels of service established by this title, including level of service calculations. The city will evaluate the applicant's information. In addition, the applicant shall provide written assurances that any improvements to be provided by the applicant which would maintain or improve the level of service shall be in place in a manner consistent with the provisions of this section.
 - E. *Impact/mobility fees.* If the applicant is required to construct improvements to meet concurrency that would otherwise be covered by a required impact/mobility fee for that facility, the impact/mobility fee will be adjusted accordingly. See section 14-3-19.A.

(Code 1995, § 14-2-177; Ord. No. 2038, 12-20-1994; Ord. No. 2144, 12-17-1996; Ord. No. 2732, 11-3-2009; Ord. No. 2824, 4-3-2012; Ord. No. 3034, § 1(14-3-57), 8-4-2020)

14-3-58. Concurrency monitoring and allocation system.

- A. *Responsibility.* The director shall be responsible for coordinating the monitoring of development activity to ensure that concurrency reviews consider significant impacts of existing and committed development. Such monitoring shall include, but is not limited to:
 - 1. *Actual facility usage.* Periodic updating of data on actual facility usage;
 - 2. *Addition of anticipated development impacts.* Periodic addition of the anticipated impacts of unoccupied developments with allocated capacity to a log of project impacts;
 - 3. *Reduction of no longer anticipated impacts.* Periodic deletion from that log of any reduction of the anticipated impacts of developments resulting from any decreases in allocated capacity; and
 - 4. *Reduction of anticipated impacts reflected in actual facility usage.* Periodic deletion of the anticipated impacts of approved and occupied projects from that log after such impacts are accounted for by periodically updated data on actual facility usage.

The director may require the use of such methodology as deemed professionally appropriate given concurrency management practices in Florida and the budget available in the city for monitoring purposes. If appropriate in the judgment of the director, residential and non-residential projects which have no more impact than 20 single family detached residential dwellings need not be logged. This provision is not meant to specifically require that such projects not be logged, nor to specifically require that the director log all other projects.

- B. *Concurrency rights allocation and effective period.*
 - 1. *Certificate of concurrency.* Compliance will be finally calculated and a certificate of concurrency issued at time of approval of a site plan, planned unit development (PUD) conceptual plan, preliminary single

family major subdivision plat, preliminary duplex major subdivision plat, preliminary triplex, major subdivision plat, final single family minor subdivision plat, final duplex minor subdivision plat, final triplex minor subdivision plat, enforceable development agreement which is associated with a specific plan for development, or building permit (if a site plan, PUD conceptual plan, or single family, duplex, or triplex subdivision is not required or there is no enforceable development agreement associated with a specific plan for development). Certificates of concurrency will include contingencies as provided for in section 14-3-57. If the applicant is required to make facility improvements to meet concurrency, this commitment shall be in a written form acceptable to the city attorney.

2. *Capacity allocation.*

- a. Facility capacity allocation for concurrency purposes for single family, duplex, and triplex subdivisions shall occur when the final plat is approved or sooner if the requirements of subsection b below are satisfied.
- b. Facility capacity allocations for other developments shall occur as follows (see chapter 28, article III, division 2 for recreation impact fees, and chapter 9, article IX for mobility fees), except when indicated to the contrary by this Code:
 - i. Capacity shall be allocated by the payment of impact/mobility fees.
 - ii. The required impact/mobility fees may be paid at the time of receiving the certificate of concurrency (the fees must be paid within 45 days of certificate issuance to allocate capacity).
 - iii. If the applicant does not pay the required impact/mobility fees within 45 days of the certificate of concurrency issuance, a concurrency review update will be conducted to verify that adequate capacity is still available prior to any allocation of capacity.

3. *Allocation period.* A building permit application must be submitted within 12 months of site plan approval and a final plat must be approved within 12 months of the approval of a preliminary plat, or final plat, to preserve the concurrency or capacity allocation for the project or phase unless a shorter time period is allowed by chapter 28, article III, division 2 for recreation capacity, and section 9-570 for transportation capacity. An extension of up to three months may be issued by the city manager (or designee thereof) based upon suitable hardship with the right to appeal this decision to the city commission. An additional extension of up to nine months may be granted by the city commission. Such an extension must be based upon suitable hardship. In the case of a PUD, the allocation shall be valid so long as the PUD approval is valid, as specified in section 14-3-28.F, unless a shorter time is allowed by chapter 28, article III, division 2 or 9-570.

4. *Phasing.* The provisions of subsections B.1 through 3 above may be applied on a phased basis if appropriate for the scale of the project.

5. *Development agreement.* Development agreements, as described in F.S. §§ 163.3220 through 163.3243, shall have a valid concurrency period not to exceed ten years or as extended by mutual consent of the city commission and the developer.

6. *Building permit development order.* Any building permit approval shall be accompanied by a development order issued by the director which specifies all of the applicable conditions regulating the development. This development order shall be valid as long as the building permit is valid. However, no building permit shall be extended for a total of more than 12 months unless a new development order is issued. This new development order shall necessitate a new concurrency review, certificate of concurrency and a verification that capacity is allocated for an adequate period of time. If a site plan approval was required in order to obtain the original development order, a new site plan must also be submitted and approved in accordance with section 14-3-31 in order to obtain the new development order.

(Code 1995, § 14-2-178; Ord. No. 2038, 12-20-1994; Ord. No. 2732, 11-3-2009; Ord. No. 2824, 4-3-2012; Ord. No. 3034, § 1(14-3-58), 8-4-2020)

CHAPTER 14-4: ZONING

14-4-1. Applicability of other subchapters.

In addition to the standards specified in each district, development shall also be subject to all other sections of this Code.

(Ord. No. 3034, § 1(14-4-1), 8-4-2020)

14-4-2. Official zoning map.

The official zoning map of the city is hereby incorporated as part of this chapter; the official copy of this map is maintained in the city clerk's office.

(Code 1995, § 14-2-10; Ord. No. 3034, § 1(14-4-2), 8-4-2020)

14-4-3. Boundary of districts.

- A. *Centerlines.* Where the boundary line of a district runs along a street, railroad or canal, the center line of said street, railroad or canal shall be the boundary line.
- B. *Other boundaries.* Most other boundaries follow property lines. Where such distances are unclear and no dimension is shown on the map, the map scale shall be used.
- C. *Interpretation.* The director shall be responsible for providing an official interpretation of district boundaries. Such interpretations may be appealed to the board of adjustment in accordance with section 14-3-21.

(Code 1995, § 14-2-11; Ord. No. 3034, § 1(14-4-3), 8-4-2020)

14-4-4. Standard zoning districts—Intent.

The following standard zoning districts are hereby established for the purpose of regulating the location and development of residential and non-residential uses in the City of Kissimmee:

- A. *Agriculture and Conservation District (AC).*
 - 1. The Agriculture and Conservation (AC) 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.
 - 2. This district is intended primarily for suitable areas which have been assigned a Single Family Low Density Residential (SF-LDR) future land used designation by the comprehensive plan. However, it is also appropriate for agricultural areas which have been annexed into the city, but are given the Multiple Family Medium Density Residential (MF-MDR), Multiple Family High Density Residential (MF-HDR), Commercial General (CG), Industrial Business (IN), Institutional (INST), or ~~Open Space (OS)~~ Recreation (REC), or Conservation (CONS), future land use designations by the comprehensive plan.

-
3. When an annexed area is given a future land use designation other than Single Family Low Density Residential (SF-LDR), the AC district 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.
- B. *Residential Estate District (RE)*. The Residential Estate (RE) District is primarily intended for single family detached residential development where the requirements are designed to encourage quality neighborhoods in a relatively spacious urban setting. Objectives of the district include the protection of existing stable low density single family neighborhoods, the preservation of open space, and the encouragement of densities which are compatible with existing and anticipated future developments, natural features, and existing and projected public services and facilities. This district is intended for use in suitable areas which have been assigned a Single Family Low Density Residential (SF-LDR) future land use designation by the comprehensive plan.
- C. *Single Family Residential Districts (RA-1, RA-2, RA-3, and RA-4)*. The single family residential zoning districts are primarily intended to meet the single family housing needs of the community. All four districts may be used to implement the Single Family Low Density Residential (SF-LDR) future land use designation. The RA-3 and RA-4 may also be used to implement the Single Family Medium Density Residential (SF-MDR) future land use designation and are particularly suitable for redevelopment areas having small platted lots and sites serving as a transition between two or more areas accommodating potentially incompatible uses. Objectives of the district include the protection of existing stable single family neighborhoods, the preservation of open space, and the encouragement of densities which are compatible with existing and anticipated future developments, natural features, and existing and projected public services and facilities.
- D. *Medium Density Residential Districts (RB-1 and RB-2)*. The RB-1 and RB-2 zoning districts are primarily intended to meet housing needs for single family medium density development, duplexes, and, where appropriate, triplexes. Both districts are also intended to accommodate compatible non-residential uses, existing multiple family structures, and existing rooming houses. The RB-1 district is particularly suitable for redevelopment areas having small platted lots; areas with natural constraints which make higher densities inappropriate; and sites serving as a transition between areas or districts with differing intensities of development. The RB-2 district is primarily designed for locations on the fringe of existing residential areas serving as a transition area between residential neighborhoods and higher intensity development. The RB-1 and RB-2 districts implement the Single Family Medium Density Residential and the Office-Residential future land use designations in the comprehensive plan.
- E. *Multiple Family Medium Density Residential Districts (RC-1 and RC-2)*. This district is primarily intended to accommodate multiple family developments. The RC-1 district is envisioned for locations where medium density housing already exists and other places appropriate for such development. Frequently the locations serve as a transition between residential neighborhoods and non-residential development. This district is intended for use in areas which have been assigned a Multiple Family Medium Density Residential (MF-MDR) or a Multiple Family High Density Residential (MF-HDR) future land use designation by the comprehensive plan. The RC-2 district is envisioned for areas that are adjacent to development with compatible intensity levels, arterial or collector roads, and have the requisite utilities. These areas should generally be highly accessible to commercial services. The RC-2 district is intended for use in areas which have been assigned a Multiple Family High Density Residential (MF-HDR) future land use designation. Future development proposals within these districts should provide for a smooth transition in residential density, preserve stability of established residential neighborhoods, and include sufficient open space, parking, and landscaping to reinforce objectives for quality living areas.

-
- F. *Mobile Home District (MH)*. The Mobile Home (MH) District is primarily intended to meet low density single family housing needs in locations appropriate for mobile homes on lots under individual ownership. Objectives of the district include the protection of existing stable low density single family neighborhoods, the preservation of open space, and the encouragement of densities which are compatible with existing and anticipated future developments, natural features, and existing and projected public services and facilities. Areas zoned MH adjoining MHP zoning, or Osceola County zoning of RMH, RMH-1, or RMH-1A, shall have a size of at least five acres. This district is intended for use in suitable areas which have been assigned a Mobile Home Medium Density Residential (MH-MDR) future land use designation by the comprehensive plan.
- G. *Mobile Home Park District (MHP)*. The Mobile Home Park (MHP) District is intended to provide an area for mobile homes in parks, occupied as single family dwellings, with the intent of creating an environment of residential character and permitting only those uses and activities that are compatible with the residential environment. This district is intended for suitable areas which have been assigned a Mobile Home Medium Density Residential (MH-MDR) future land use designation by the comprehensive plan. (See also section 14-6-41.)
- H. *Residential Professional Business District (RPB)*. The Residential Professional Business (RPB) District is primarily intended to accommodate professional offices and residential uses in locations on the fringe of existing residential areas which have good accessibility to major thoroughfares. Frequently the locations serve as a transition area between residential neighborhoods and higher intensity development. Accordingly, non-residential sites in the district should be designed to be compatible with nearby residences through appropriate landscaping, buffers, levels of site coverage, and access provisions. This district is intended for use in areas which have been assigned an Office-Residential (OR) future land use designation by the comprehensive plan.
- I. *Neighborhood Commercial District (B-2)*. The Neighborhood Commercial (B-2) District is intended to permit selected business uses in locations convenient to residential areas, where the character of the business uses are such that they predominantly serve commercial needs of the surrounding neighborhood. Uses allowed are primarily those which provide convenience goods or frequently used services, urge business operations and extensions of strip commercial areas are not desired. Areas zoned B-2 shall have a minimum size of five acres and shall be located on arterial or collector streets. The district is intended for use in suitable areas which have been assigned a Commercial General (CG) future land use designation by the comprehensive plan.
- J. *General Commercial District (B-3)*. The General Commercial (B-3) District is intended to provide for a broad range of business activities including a variety of retail sales, office, and service establishments, and uses requiring a high degree of accessibility for vehicular traffic. However, it is not suitable for warehousing, manufacturing, and most other industrial activities. Areas zoned B-3 should generally be located on or close to arterial or collector streets. The district is intended for use in suitable areas which have been assigned a Commercial General (CG) future land use designation by the comprehensive plan.
- K. *Highway Commercial District (HC)*. The Highway Commercial (HC) District is intended to primarily provide for a variety of retail, office, and tourist oriented uses mainly along the major transportation corridors in the city. Due to the highway nature of the zone, lot size and yard requirements exceed those of the B-3 district. The district is intended for use in suitable areas which have been assigned a Commercial General (CG) future land use designation by the comprehensive plan.
- L. *Office Commercial District (B-5)*. The Office Commercial (B-5) District is intended primarily for uses involving businesses and institutional uses which do not involve the direct sale or display of goods, the production of goods, or the storage or shipment of bulk or large volume materials. Convenience commercial facilities, restaurants, and certain other uses are allowed when appropriate conditions and safeguards are fulfilled. Uses in this district should have access to arterial or collector streets. This district is sometimes suitable for use as a buffer separating other commercial zones from residential districts.

The district is intended for use in suitable areas which have been assigned an Office Residential (OR) or Commercial General (CG) future land use designation by the comprehensive plan.

- M. *Business Park District (BP)*. The Business Park (BP) District is intended to provide a protective zone for park-like development of industrial and related uses which have limited objectionable external effects and provide a high quality setting. Manufacturing, warehousing, research, wholesale trade, and office uses are among the allowable uses. Development in this district is particularly characterized by unified planning, controlled ingress and egress to major streets, extensive setbacks, and screening and landscaping necessary to create a quality site design. This district is intended for use in suitable areas which have been assigned an Industrial Business (IN) future land use designation by the comprehensive plan.
- N. *Industrial Business District (IB)*. The Industrial Business (IB) District is intended for properties suitable for industrial development, but where proximity to residential or commercial zones makes it desirable to limit the manner and extent of industrial operations. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. Various commercial uses which are compatible with typical industrial uses shall also be allowed according to the provisions of this section. It is intended for use in suitable areas which have been assigned an Industrial Business (IN) future land use designation by the comprehensive plan.
- O. *Airport Operations District (AO)*. The Airport Operations (AO) District is intended to provide for appropriate land uses within that portion of the Kissimmee Municipal Airport tract that is used for aircraft operations and the direct support of such operations. This district is intended for use in areas which have been assigned an Airport Industrial (AI) land use designation by the comprehensive plan. All uses in the AO district shall conform to the Kissimmee Airport Master Plan and chapter 8 of the Code.
- P. *Airport Industrial District (AI)*. The Airport Industrial (AI) District is intended to accommodate activities predominantly connected with typical industrial uses, as well as supporting non-industrial uses in the vicinity of the Kissimmee Municipal Airport. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. This district is intended for use in areas which have been assigned an Airport Industrial (AI) or Industrial Business (IN) land use designation by the comprehensive plan. All uses shall conform to the Kissimmee Airport Master Plan and chapter 8 of the Code.
- Q. *Community Facilities District (CF)*. The Community Facilities (CF) District is intended to accommodate many of the city's public and semi-public community facilities. Development in this district is expected to have sufficient acreage, open space, buffering, and access controls to minimize potential adverse impacts on adjacent land uses. This district is intended for use in areas which have been assigned an Institutional (INST) future land use designation by the comprehensive plan.
- R. *Hospital Facilities District (HF)*. The Hospital Facilities (HF) District is intended to accommodate hospitals and compatible facilities. Development in this district is expected to have sufficient acreage, open space, buffering, and access controls to minimize potential adverse impacts on adjacent land uses. This district is intended for use in areas which have been assigned an Institutional (INST) future land use designation by the comprehensive plan.
- S. *Utilities District (UT)*. The Utilities (UT) District is intended to accommodate large scale utility operations. Development in this district is expected to have sufficient acreage, open space, buffering, and access controls to help minimize potential adverse impacts on adjacent land uses. This district is intended for use in areas which have been assigned a Utility (UT) future land use designation by the comprehensive plan.
- T. *Open Space District (OS)*. The Open Space (OS) District is primarily intended to help protect environmentally sensitive natural systems, preserve major open spaces, and provide for recreational needs of the city. Due to the variety of areas involved, permitted uses are restricted to those with low-

intensity characteristics. More intense recreational and other activities are allowable, where appropriate, as conditional uses. The provisions of this district shall not be interpreted to prohibit or regulate the following activities, unless the prohibition or regulation is specifically stated as a condition of approval of a site plan, subdivision, conditional use, or temporary use:

1. Filling.
2. Dredging.
3. Dredged material disposal.
4. Bankline/stream alteration.
5. Construction and repair of shoreline stabilization structures, mosquito control structures, and dikes.
6. Installing navigational structures.
7. Construction of public streets.

This district is intended for use in areas which have been assigned an ~~an~~ Recreation (REC) or Conservation (CONS) Open Space (OS) future land use designation by the comprehensive plan. Site design requirements and standards will be established at that time, including requirements concerning buffers, landscaping, signage, and outdoor storage.

(Code 1995, §§ 14-2-16—14-2-42; Ord. No. 3034, § 1(14-4-4), 8-4-2020)

14-4-5. Schedule of uses for standard zoning districts.

Except as noted otherwise in this Code, regulations governing the use of land within the standard zoning districts shall be as shown in Table 4-1 for residential districts and Table 4-2 for non-residential districts. Uses of land or structures not expressly listed as permitted (P) or conditional (C) uses shall be prohibited. Uses subject to additional standards are noted with a section number on the second column. Mixed-use developments may only include uses that are specifically allowed in the applicable zoning district. If any use in a proposed mixed-use development requires conditional use approval, the entire mixed-use development must be reviewed under the conditional use process.

Whenever there is any uncertainty as to the classification of a use, the director shall determine the classification, if any, within which the use falls, based on its characteristics and similarity to other uses in the district. If a use has characteristics similar to more than one classification, the use shall be construed as the classification having the most similar characteristics. In the event that a particular use is determined not to be within an allowed defined use, then the particular use shall be prohibited.

Table 4-1: Schedule of uses for residential standard districts

USES	See Section	AC	RE	RA-1	RA-2	RA-3	RA-4	RB-1	RB-2	RC-1	RC-2	MH	MHP
AGRICULTURAL & RURAL USES													
Agricultural uses ⁽¹⁾		P	C ⁽²⁾										
Kennels and aviaries		C											
Hunting camps and fishing camps		C											
RESIDENTIAL USES													
Accessory dwelling unit	14-6-2	P/C	P	P	P	P	P	P	P				

Created: 2021-08-13 15:01:43 [EST]

(Supp. No. 1)

Community residential homes	14-6-39									P	P		
Dwellings:													
Duplexes	14-6-43							P	P	P	P		
Mobile homes (individual)												P	
Mobile home parks	14-6-41												P
Multi-family dwellings								P	P	P	P		
Single family detached dwellings		P ⁽³⁾	P	P	P	P	P	P	P				
Townhouses	14-6-43							P	P	P	P		
Triplexes								P	P	P	P		
Family day care homes	14-6-4	P	P	P	P	P	P	P	P	P	P	P	P
Rooming houses								P ⁽⁴⁾	P ⁽⁴⁾	C	C		
SUPPORT USES ⁽⁵⁾ ⁽⁶⁾													
Cemeteries		C	C										
Child care facilities	14-6-37	C	C	C	C	C	C	C	C	C	C	C	C
Churches		C	C	C	C	C	C	C	C	C	C	C	
Civic, social clubs		C	C	C	C	C	C	C	C	C	C	C	
Communication service establishments										C	C		
Communication towers and facilities	14-6-38									C	C		
Community centers		C	C	C	C	C	C	C	C	C	C	C	
Fire stations		C	C	C	C	C	C	C	C	C	C	C	C
Hospitals													
Libraries		C	C	C	C	C	C	C	C	C	C	C	
Office establishments									C				
Recreation, passive		C	C	C	C	C	C	P	P	P	P	P	
Recreational vehicle parks	14-6-41												P
Schools, elementary		P		P	P	P	P	P	P	P	P	P	P
Schools, middle		P		P	P	P	P	P	P	P	P	P	P
Schools, high		C	C	C	C	C	C	C	C	C	C	C	
Short-term rentals if the housing type is allowed	14-6-44						C	C	C	C	C		
Time-share dwellings if the housing type is allowed	14-6-44						C	C	C	C	C		
Utility facilities, minor	14-6-46	P	P	P	P	P	P	P	P	P	P	P	P

P=Permitted; C=Conditional Use; Blank Cell = Prohibited.

Footnotes:

(1) No farm animal shall be allowed within 25 feet of a residentially-zoned property.

(2) Only allowed on parcels of two acres or more in size.

(3) Located in areas assigned a Single Family Low Density Residential future land use designation by the comprehensive plan.

(4) Existing prior to January 30, 1991.

(5) Non-residential uses in residential zoning districts shall have frontage on, or direct access to, a collector or arterial road.

Table 4-2: Schedule of Uses for Non-Residential Standard Districts

USES	See Section	RPB ⁽¹²⁾	B-2	B-3	B-5	HC	BP	IB	AO	AI	CF	HF	UT	OS
AGRICULTURAL USES														
Agricultural uses														C
AIRPORT USES														
Airport-dependent uses									P	C				
Airport-related uses									P	C				
COMMERCIAL/RETAIL USES														
Drive through facilities with an allowed use	14-6-40	C	P/C ⁽²⁾	P/C ⁽²⁾	P/C ⁽²⁾	P/C ⁽²⁾	P/C ⁽²⁾	P/C ⁽²⁾	P/C ⁽²⁾	P/C ⁽²⁾	C	C		
Nurseries and greenhouses								P ⁽³⁾		C				
Restaurants	14-6-9		P	P	P	P	P	C	C	C				
Retail sales establishments			P	P		P	P ⁽⁴⁾	C						
Retail: Pawn shop	5-7					C ⁽⁵⁾								
INDUSTRIAL USES														
Manufacturing, light	14-6-15						P ⁽⁶⁾	P ⁽⁶⁾		P ⁽⁶⁾				
Manufacturing, medium	14-6-15						P ⁽⁶⁾	P ⁽⁶⁾		P ⁽⁶⁾				
Manufacturing, heavy							C ⁽⁶⁾	C ⁽⁶⁾		C ⁽⁶⁾				
Wholesale trade establishments							P	P		P				
INSTITUTIONAL USES														
Cemeteries											C			
Churches		C	C	P	C	P					P			
Civic, social clubs		C	P		P ⁽¹⁾									
Colleges and universities											P			

Community centers		C	C		C ⁽¹⁾						P			
Educational service establishments				P	C	P		C		C				
Hospitals				C	C	C					C	P		
Institutional care facilities				C	C ⁽¹⁾	C					C	P		
Libraries and museums			P	P	P	P					P			
Public uses											P			<u>P</u>
Schools, elementary and middle		C		C	C	C					<u>P</u>	C		
Schools, high		C		C	C	C					<u>P</u>	C		
LODGING														
Bed and breakfast establishments	See 14-6-35													
Hotels and motels				P		P	P		C	C				
MISCELLANEOUS USES														
Adult entertainment establishments	Ch. 5-2									P				
Heliports	14-6-6			C		C	C	C	P	C	C			
Heliports, medical and law enforcement	14-6-6			P		P	P	P	P	P	P	P		
Microbreweries	Ch. 5-3			P	P	P	C	C	C	C				
Outdoor advertising signs	Ch. 14-11			C		C		C						
Shelters/halfway houses											C	C		
Water dependent uses not allowed as a permitted use														C
Water dependent uses in Lake Tohopekalgia														P

(Supp. No. 1)

RECREATION USES														
Recreation areas, passive		P	P		P		P	P			P			P
Recreation facilities, indoor				P		P		C		C ⁽¹⁰⁾	P			
Recreation, active/outdoor				C		C					P			
Recreation: Golf courses									€	€	C			
Recreation: Shooting ranges, indoor						C		C		€				
Recreation: Shooting ranges, outdoor						C		C		€				
RESIDENTIAL USES														
Accessory dwelling units	14-6-2	P												
Community residential homes	14-6-39			C										
Duplex dwellings	14-6-43	P												
Mobile homes	14-6-41													
Multiple family residential	14-6-43	P	€ ⁽⁷⁾	P ⁽⁷⁾	P ⁽⁷⁾	P ⁽⁷⁾								
Single family dwellings (detached)	14-6-43	P												
Townhome	14-6-43	P												
Triplex	14-6-43	P												
SERVICE USES														
Car wash establishments			C	C										
Child care facilities	14-6-37	C	P/C ⁽¹³⁾	P/C ⁽¹³⁾	P/C ^(1,13)	P/C ⁽¹³⁾	P/C ⁽¹³⁾				C	P		
Communication service establishments	14-6-38			P	P	P	P	P		P				

(Supp. No. 1)

Equipment sales and leasing, heavy						C		C						
Equipment sales and leasing, light				P	C ⁽¹⁾	P	P	P	P	C				
Financial institutions			P	P	P	P				C				
Gasoline service stations			C	C		C	C	C		C				
Gasoline stations for fleet vehicles only								P						
Kennels				C				C		C				
Mobile home & RV sale, rental, leasing								C		C				
Motion picture production studio	Ch. 5-4						C	C						
Motor vehicle repair, heavy ⁽⁶⁾								C		<u>C</u>				
Motor vehicle repair, light				C ⁽⁶⁾		C ⁽⁶⁾		p ⁽⁶⁾						
Sales, rental and leasing (heavy commercial vehicles)	14-6-10							C		C				
Sales, rental and leasing (mopeds, scooters, and/or neighborhood electric vehicles)	14-6-10			P		P								
Sales, rental and leasing (all other vehicles)	14-6-10			C		C		C	C ⁽¹¹⁾	C				
Occult science establishment	Ch. 5-6			C		C								
Office establishments		P	P	P	P	P	P	<u>P</u>	C ⁽⁸⁾	p ⁽⁸⁾				

Parking garages, principal use	14-7-28			C		C	C			C				
Parking lots (surface), principal use	14-7-23			C		C	C			C				
Repair service establishments, heavy				C ⁽⁶⁾		C ⁽⁶⁾		C ⁽⁶⁾						
Repair service establishments, light				P ⁽⁶⁾		P ⁽⁶⁾		P ⁽⁶⁾		P ⁽⁶⁾				
Research & development establishments				C		C	P			P				
Service establishments, business			P	P	P	P	P	P		P				
Service establishments, personal			P	P	C ⁽¹⁾	P	P							
Service establishments, intensive							C	P		P				
Storage facilities, self-service	14-6-47		P ⁽⁹⁾	P ⁽⁹⁾	P ⁽⁹⁾	P		P		P ⁽⁹⁾				
Storage yards	14-6-12							P		P				
Temporary labor service establishments	14-6-45			C		C	C	P		C				
Veterinary clinics			P	P	P	P	P	P		P				
Warehouse							P	P		P				
UTILITY USES														
Communication towers and facilities	14-6-38			C		C	C	C	C	C	C	C	C	
Recycling collection centers	14-6-42							C		C				
Utility facilities, major				C			C	C		C			C	
Utility facilities, minor	14-6-46	P	P	P	P	P	P	P	P	P	P	P	P	

(Supp. No. 1)

TRANSPORTATION USES													
Bus depots				C		P	C	C					
Rail stations and taxi stations with no onsite vehicle storage and/or repair				P		P							
Rail stations				C		C							
Taxi stations				C		P	C	C					

P=Permitted; C=Conditional Use; Blank Cell=Prohibited.

Footnotes:

- (1) The gross floor area shall not exceed 4,000 square feet.
- (2) Conditional use required if located within 300 feet of an RA or RB residentially zoned lot.
- (3) Allowed only on lots located more than 300 feet from residential zoning district boundaries.
- (4) Shall not occupy more than five percent of the gross floor area of all buildings on any lot or group of contiguous lots in common ownership or control; shall be within a building or enclosure such that there are no external signs or evidence of such uses; and shall have no external access to the uses.
- (5) Pawn shop buildings shall not contain less than 5,000 or more than 10,000 square feet of gross floor area.
- (6) All repair and manufacturing activities conducted within 300 feet of a residential district shall be in completely enclosed buildings. Processes located at a greater distance may be located outdoors if approved as a conditional use and shall be enclosed by a solid wall or fence at least six feet high.
- (7) Allowed only as part of a mixed-use development. Residential density shall not exceed the highest density permitted by adjacent residential districts.
- (8) Directly related to or dependent upon the use of the airport or other airport activities.
- (9) Only allowed within a mixed-use development and not directly fronting an arterial roadway.
- (10) Only allowed outside the Airport Noise Overlay District.
- (11) Vehicle rental establishments only.
- (12) No outdoor business activities shall be allowed in the RA, RB, RC, or MH district except when authorized as a temporary use. This provision does not apply to business signs, standard antennas, or outdoor storage if allowed by other sections of this Code.
- (13) Conditional use required if located within 300 feet from a residential zoning district.

(Code 1995, §§ 14-2-16—14-2-42; Ord. No. 3034, § 1(14-4-5), 8-4-2020)

14-4-6. ~~Dimensional~~ Regulations for ~~standard zoning~~ zoning districts.

A. General rules.

1. *Yard identification on multiple frontage lots.* The yards for multiple frontage lots (including corner lots, through lots and lots with frontage on more than two streets) shall be determined based on the definitions listed in chapter 14-2. For lots/sites that have multiple frontages, the director shall make a determination based on the following criteria:
 - a. In the case of corner, through or island lots, the front yard shall be the continuation of the front yard of the adjacent lots or, if there are no adjacent lots, the lots across the street.
 - b. If there is no consistency of yards on the adjacent lots or across the street, the front yard shall be determined based on the function or hierarchy of the abutting streets, the lot depth requirements of the zone, and access requirements of this Code.

-
- c. The other sides of the lot which also face a street shall be designated "street side" yards.
 - d. In the case of non-rectangular lots, the front lot lines shall be determined by the director subject to the standards set forth for rectangular lots.
2. *One building per lot.* Not more than one single family, duplex or triplex structure shall be located on a lot except in an RC-1, RC-2, MHP, RPUD, SRPUD or MUPUD district.
3. *Setback encroachments.* Every part of the required setback zone shall be open and unobstructed from the ground to the sky, except as hereinafter provided or as otherwise permitted in this ordinance:
- a. Roof projections may project up to three feet into a required setback.
 - b. Balconies and movable awnings may extend up to three feet into any required setback area, but may not have any supports within the setback zone.
 - c. Air conditioning units, pool pumps and similar mechanical units may project up to five feet into a required rear or side yard setback if at least two feet of the required yard setback is unobstructed by such mechanical units.
 - d. Stoops, colonnades, and open-sided porches may encroach up to ten feet into the front setback, but in no case shall such elements be set back less than five feet from the front property line.
 - e. Fences and walls provided they meet the standards of section 14-6-5.
4. *Building height.* Building height shall be measured in floors/stories, unless noted otherwise in certain zoning districts.
- a. Unless specifically stated in other sections of this Code, the ground floor of commercial buildings shall measure no less than 12 feet and no more than 25 feet from finished floor to finished ceiling. Upper floors in non-residential or mixed-use buildings shall measure no less than nine feet and no more than 14 feet. A floor exceeding the maximum height shall be counted as two stories. Mezzanines extending beyond 33 percent of the floor area shall be counted as an additional story. Parking garages shall be exempt from these requirements.
 - b. Parapet walls and cornices shall not extend more than four feet above the roof.
 - c. Rooftop architectural features, such as church spires, belfries, cupolas, domes, chimneys and similar elements not used for human occupancy, shall not exceed 20 percent of the total height of the building or 20 feet above the top floor of the building, whichever is less.
 - d. Rooftop equipment such as water towers, HVAC units, elevator machine rooms, ventilators, skylights, and similar elements shall be erected only to such height as necessary to accomplish the purpose they are to serve. In no case shall they exceed ten feet above the top floor of a building.
 - e. Notwithstanding the above, all structures shall meet the applicable standards of the airport hazard district, as specified in chapter 8 of the Code, and the regulations of the Federal Aviation Administration.
5. *Density and intensity.*
- a. Allowable density and intensity (floor area ratio - FAR) shall be calculated by multiplying the gross area of the site times the density or intensity allowed in the district.
 - b. For horizontal and vertical mixed-use, the density shall be calculated based on the *combined* residential and non-residential acreage of the site. The allowable intensity, however, shall be calculated as follows:

- i. For horizontal mixed-use, the non-residential portion of the site is multiplied times the allowable FAR. Interior parking, loading, or heights of less than six feet are not included in the FAR calculation.
 - ii. For vertical mixed-use, the combined square footage of residential and non-residential portions of the site are multiplied by the permitted FAR. The resulting square footage number represents the maximum square footage of combined residential and non-residential use permitted on the site. Interior parking, loading, or heights of less than six feet are not included in the FAR calculation.
6. *Open space.* All residential developments shall meet the requirements of section 14-10-10 (Open Space).
7. *Recreational facilities.* All residential developments with more than 20 lots shall meet the requirements of section 14-10-11 (Parks and Recreation Facilities).
8. *Living area.* Buildings intended for dwelling use shall have the following minimum living area size per unit:
 - a. Single family dwellings: 1,200 square feet.
 - b. Townhouse and multi-family:
 - i. 500 square feet for one-bedroom;
 - ii. 750 square feet for two-bedrooms; and
 - iii. 1,000 square feet for three-bedrooms.
 - c. Mobile home, duplex, or triplex: 750 square feet.
 - d. Any dwelling with more than three bedrooms shall have an additional 100 square feet for each additional bedroom.
 - e. Hotel rooms or similar rooms intended for transient or temporary occupancy (without cooking facilities): 120 square feet per room, not including bath, shower, closets and other usual accessory spaces.
9. No residentially zoned lot shall have more than 40 percent of the front and side yards covered with pavers, concrete, turf blocks, gravel, asphalt, brick pavers or other type pavement.
10. Unless mentioned in the zoning district standards, the following standards shall apply to all zoning districts, including Planned Unit Developments. Where not in conflict with the standards of the Form-Based Code, these standards shall also apply to transect zones.

B. *Schedule of dimensional regulations for standard districts.*

Except as noted otherwise in this Code, regulations governing the dimensional requirements for the standard districts shall be as shown in Tables 4-3 through 4-5. More specific standards for certain uses are listed in chapter 14-6.

The standards adopted for specific uses (chapter 14-6), overlay districts (section 14-4-7), planned unit development (section 14-4-8) and the form-based code area (chapter 14-5) shall take precedence over the standards in this section.

Table 4-3: Site Standards - Residential Districts

	AC	RE	RA-1	RA-2	RA-3	RA-4	RB-1	RB-2	RC-1	RC-2	MH
Lot size (min):											

Lot area (sq. ft.) SF/MH	5 ac	20,000	12,000	9,000	7,000	6,000	6,000	6,000	-	-	6,000
DP/TP	-	-	-	-	-	-	4,000/unit	4,000/unit	4,000/unit	4,000/unit	-
Other uses	5 ac	20,000	20,000	20,000	20,000	20,000	20,000	10,000 ⁽¹⁾	10,000 ⁽¹⁾	10,000 ⁽¹⁾	6,000
Lot width (ft.) ⁽²⁾ SF/MH	200	100	80	70	60	50 ⁽³⁾	50	50	-	-	50
DP/TP	-	-	-	-	-	-	70	70	50	50	-
TH	-	-	-	-	-	-	20	20	20	20	-
MF	-	-	-	-	-	-	70	75	70	70	-
Other uses	200	100	80	75	75	75	70	75	70	70	50
Lot depth (ft.)	200	150	120	110	100	100	100	100	100	100	120
Impervious surface area (max.)	50%	50%	50%	50%	50%	50%	50%	50%	75%	75%	50%
Gross floor area, non-residential uses (max.)(sq. ft.) ⁽³⁾	NA	NA	5,000	5,000	5,000	15,000	15,000	15,000	NA	NA	NA
Setbacks (ft.): ⁽⁴⁾⁽⁵⁾⁽⁶⁾											
Front Min	35	35	25	25	20	20	10	10	10	10	25
Max							20	20	20	20	
Side (min.) Resid.	25	15	9	8	7	5	5	5	10	10	5
Non-resid.	25	15	10	10	10	10	10	10	10	10	5
Street side (min.) Resid	NA	25	25	20	18	15	15	15	10	10	15
Non-resid.	25	25	25	20	18	15	15	15	10	10	15
Rear (min.)	35	35	25	25	25	25	20	20	20	20	25
Alley (min.)	4 ft., or 18 ft. if parking is expected to be provided in the driveway										
Building separation ⁽⁷⁾ (ft.)	-	-	-	-	-	-	-	-	15	15	-

Created: 2021-08-13 15:01:43 [EST]

(Supp. No. 1)

Recreation & open space ⁽⁸⁾											
Open Space (%)	25	25	25	25	25	25	25	25	25	25	25
Active recreation	MF: 3% min. and 6% max. of buildable area or 150 sq. ft. per unit, whichever is greater										
Passive recreation	15% of buildable area										
Structure height (stories) ⁽⁴⁾ ⁽⁹⁾	2	2	2/3 ⁽¹⁰⁾	2/3 ⁽¹⁰⁾	2/3 ⁽¹⁰⁾	2/3 ⁽¹⁰⁾	3	3	4	NA	1/3 ⁽¹⁰⁾

SF=Single Family; MH=Mobile Home; DP=Duplex; TP=Triplex; TH=Townhouse.

Notes: Overlay District regulations that address bulk and dimensional requirements supersede the requirements of this table. See chapter 14-5 (Form-Based Code) for regulations applicable to properties that have a T-zone designation.

Footnotes:

- (1) Churches, public and private schools, educational service establishments, libraries, day care centers, community centers, non-profit clubs, and fire stations within these districts require a minimum lot size of 20,000 square feet, unless a larger area is needed to accommodate the use.
- (2) Single family home developments proposing lots with less than 70 feet in width shall meet the standards for TND (see section 14-10-18).
- (3) The maximum building size noted may be exceeded if approved through the conditional use review. Schools are exempt from this requirement.
- (4) See section 14-4-6.C for special setback requirements for developments adjacent to, or across the street from, residential zoning districts.
- (5) Garages in districts where the minimum front or street side setback is less than 20 feet, shall allow a minimum setback of 20 feet to accommodate the length of a vehicle in the driveway.
- (6) The minimum front and street side building setback for multi-family and non-residential uses located on any street classified as an arterial or collector in the comprehensive plan shall be 35 feet except in the form-based code area, where setbacks are regulated by chapter 14-5.
- (7) Minimum separation between residential buildings on the same lot, unless a higher standard is required by the National Fire Protection Association (NFPA) 1141 (as adopted by section 24-19 of the Code), or by the Florida Building Code.
- (8) These percentages apply to the entire development site, not to individual lots.
- (9) See chapter 8 (aviation) for height restrictions.
- (10) The second figure represents the number of stories that may be authorized through conditional use review.

Table 4-4: Site Standards - Residential Mobile Home Park District

	Tract	Mobile Home Lots	Accessory Building Lots	Other Lots
Lot Size (min):				
Lot area	5 acres (MHP tract)	4,000 sq. ft.		
Lot width (feet)	NA	50 ft.		
Lot depth (feet)	NA	NA		
Setbacks:				
Perimeter setbacks		10, except as follows: 25 ft. from arterial or collector 15 ft. from single family district or public ROW	15 ft., except as follows: 25 ft. from public ROW 25 ft. from single family district	—

Created: 2021-08-13 15:01:43 [EST]

(Supp. No. 1)

		adjacent to single family district		
Front (feet)		10		
Side (feet)	10, except as follows: 15 if adjacent to SF residential district	7.5, except as follows: 10 next to common open space		
Street side (feet)	25 arterial & collector 15 other roads	7.5		
Rear (feet)	10	10		
Residential building separation (on same lot) (feet)	20		20	
Parking space setback	10		10 from ROW	
Impervious surface area (max.)	—	—	—	—
Structure height (feet)	—	15		25

Note: See section 14-6-41 for additional provisions applicable to mobile home and recreational vehicle parks

Table 4-5: Site Standards - Non-Residential Districts

	RPB	B-2	B-3	HC	B-5	BP	IB	AO	AI	CF	HF	UT	OS
Tract size (min)						5 ac ⁽¹⁾							
Lot size (min):													
Lot area (sq. ft.)													
SF	6,000												
DP/triplex	4,000 / unit												
All other uses	10,000 ⁽⁹⁾	30,000	30,000	40,000	20,000	80,000	20,000	30,000	40,000	20,000	20,000	20,000	
Lot width (ft)	75	150	150	200	150	200	150	100	150	100 ⁽²⁾	100	100	
SF	50												
DP/TP	70												
Lot depth (ft.)	100	150	150	150	100	300	100	200	200				
Setbacks (min. ft.) ⁽³⁾⁽⁴⁾ :													
Front	25	25	25	35	25	40	25	25	25	25	25	25	25

Created: 2021-08-13 15:01:43 [EST]

(Supp. No. 1)

Side		10	10	15	10	25	10 ⁽⁵⁾	10	10 ^[5]	10	10	10	25
SF/DP	5												
Street side	25	20	20	25	20	25				25	25	25	25
SF/DP	18												
Rear	25	25	10	15	10	40	15/25 ⁽¹⁾ 5 ⁽⁶⁾	15/25 ⁽⁶⁾	25 ⁽⁵⁾	10	10	10	25
Parking space setback (min. ft.)	7 feet minimum or the width of the landscape strip required in Chapter 14-8, Part III, whichever is greater												15/25 ⁽⁷⁾
Impervious surface (max)	75%	80%	80%	80%	80%	80%	85%	80%	85%	75%	80%	80%	30%
Structure height (max. ft.) ⁽³⁾⁽⁸⁾	35	35	NA	NA	45	NA	NA	NA		80	NA	60	35
Ground floor area (min)		25%											

SF=Single Family; DP=Duplex; TP=Triplex; TH=Townhouse

Notes: Overlay District regulations that address bulk and dimensional requirements supersede the requirements of this table. See chapter 14-5 (Form-Based Code) for regulations applicable to properties that have a T-zone designation.

Footnotes:

- (1) Minimum may be waived by the city commission upon the recommendation of the planning advisory board.
- (2) Except parks for which no minimum is required.
- (3) See section 14-4-6.C for special setback requirements for developments adjacent to or across the street from residential zoning districts.
- (4) The minimum front and street side building setback for multi-family and non-residential uses on any street classified as an arterial or collector in the comprehensive plan shall be 35 feet except in the form-based code area, where setbacks are regulated by chapter 14-5.
- (5) No building setback is required next to a railroad siding.
- (6) 15 feet adjacent to property assigned an Industrial(IN), Airport Expansion (AE), or Utilities (UT) future land use designation by the comprehensive plan; 25 where adjacent to property assigned any other future land use designation.
- (7) 15 feet minimum. No parking area shall be located within 25 feet of any residentially zoned property.
- (8) See chapter 8 (Aviation) for height restrictions.
- (9) Churches, public and private schools, educational service establishments, libraries, day care centers, community centers, non-profit clubs, and fire stations within this district require a minimum lot size of 20,000 square feet, unless a larger area is needed to accommodate the use.

- C. **Building height and setbacks adjacent to residential zoning.** Multi-family developments with more than four units and non-residential developments abutting a single family residential zoning district, including RE, RA-1, RA-2, RA-3, RA-4, RB-1, RB-2, and MH, or a lot approved for single family detached dwellings in RPUD, SRPUD, and MUPUD, shall provide:

1. The landscaping, buffer and screening required in chapter 14-8, part III; and

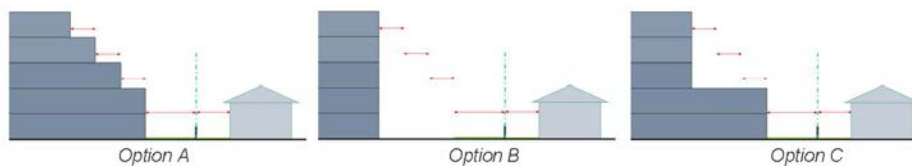
Created: 2021-08-13 15:01:43 [EST]

(Supp. No. 1)

2. A setback of one foot from the abutting residential site for every foot of building height. Developers may elect to apply the setback as follows:
 - a. Option A: Apply the setback to each of the floors above the second story (step back approach, see Figure 4-1); or
 - b. Option B: Apply the setback to the entire façade; or
 - c. Option C: Setback all the stories above the second floor.

The additional setback/step-back requirement may render some sites ineligible for the maximum permitted height. The first 50 feet of the rooftop closest to the single family zoned lot shall not be occupied by active uses that may produce noise and affect the adjacent residential units (open air restaurant, bar, etc.).

Figure 4-1: Setbacks abutting single family residential zoning



D. Site and building design.

1. **Building materials.** The use of corrugated metal finishes or similar materials on the exterior of a building shall be prohibited, except on lots zoned IB or AI if they are located more than 300 feet from any residential zoning district and not abutting an arterial or collector roadway.
2. **Massing.** Where a proposed building is larger than the buildings adjacent to the site, the building shall be designed with façades, rooflines, and architectural features, such as entry porticos, window openings, awnings, canopies, or other elements subject to city approval, to provide visual relief and ensure consistency with the mass, scale and character of surrounding buildings.
3. All buildings must front a right-of-way (excluding an alley or lane) or civic space. Building sides fronting a right-of-way or civic space shall comply with the architectural standards contained herein.
4. A building's primary entrance shall be located on the façade facing the public right-of-way or civic space. Primary entrance is the principal pedestrian access to a building, even if customers or residents may more frequently use a secondary entrance associated with a garage, parking area, driveway or other vehicle use area. The entrance shall have architectural detailing that sets it apart from other entrances and allows it to be recognized as the building's primary access point.
35. **Loading/unloading bay & non-residential garage doors.** No loading/unloading bay, non-residential garage door, or similar opening intended for vehicular access or movement of large materials shall be visible from public rights-of-way or adjacent residential uses or districts.
46. **Mechanical equipment screening.** All mechanical equipment located outdoors, such as heating, ventilation, air conditioning, refrigeration systems, or similar devices, shall be fully screened from view from adjacent rights-of-way.
57. **Shopping cart, on-site retention.**

-
- a. All business establishments utilizing shopping carts or similar devices, and having more than 20 shopping carts on-site shall install and maintain a system to retain all shopping carts within the real property boundaries of the business location.
 - b. Location, type of device and other pertinent information regarding shopping cart retention deemed necessary by the director must be shown on the approved site plan for the business or lot the business is located on.
 - c. Permitted methods of retention shall include any one of the following methods:
 - i. A physical barrier, such as bollards, restricting shopping carts to the front sidewalk or portion of the business.
 - ii. Shopping carts equipped with a protruding arm or similar device prohibiting the cart from being removed from the interior of the business.
 - iii. A system, which may be mechanical in nature, requiring a deposit to use a shopping cart; deposit should be of a reasonable amount that would not deter the use of the cart, but would encourage the return of the cart.
 - iv. Shopping carts equipped with a wheel locking mechanism that is used in conjunction with an electronic barrier along the perimeter of the area shopping carts are allowed. The wheel locking mechanism will activate when the shopping cart crosses the electronic barrier.
 - v. The business shall provide signage in a conspicuous location notifying shopping cart users of a retention system in place and how said system operates.
 - d. Home improvement centers, as defined in chapter 14-2, are exempt from this section, until such time that the city collects 20 or more shopping carts belonging to an individual home improvement center, during any calendar month, from public- or privately-owned lands and/or rights-of-way other than that of the establishment's location. The loss of this exemption is permanent and may not be reinstated.
 - e. Any business establishment failing to install or properly maintain an approved on-site shopping cart retention system is in violation of this section. Any person, firm, or corporation violating the provisions of this division [section] shall, upon conviction, be subject to the penalties provided in section 1-22 of the Code of Ordinances. Each separate day of violation constitutes a separate offense.

68. *Symbolic buildings.* Symbolic buildings shall only be allowed in the B-3 and HC districts through conditional use approval, and shall meet the following standards:

- a. The symbolic building shall be located within 300 feet of one or more lots with tourist-oriented facilities such as: motels, hotels, or private outdoor amusement, entertainment, and recreation establishments.
- b. The symbolic building shall be located at least 300 feet from residentially zoned lots.
- c. The lot must have frontage on an arterial or collector road as designated by the comprehensive plan.

(Code 1995, §§ 14-2-16—14-2-42, 14-2-74.7; Ord. No. 3034, § 1(14-4-6), 8-4-2020)

14-4-7. Overlay districts.

- A. *Bed & Breakfast Overlay District (BBO).* The Bed & Breakfast Overlay District is hereby established to provide locations for the establishment of such uses. Bed & breakfast facilities shall comply with the requirements of section 14-6-36 and all other requirements of this Code.
- B. *Conservation Overlay District (CO).* This district is intended to protect the integrity of environmentally sensitive areas including wetlands, surface waters, floodplains, and special wildlife and plant habitats. This is to be achieved by requiring the preparation and implementation of an acceptable conservation impact report in conjunction with any development proposal submitted for a use permitted in the underlying zoning district. This report will include an analysis of the property and techniques appropriate for protecting any important environmental characteristics of the property. This zone is intended for use in areas which have been assigned a Conservation (CONS) future land use designation by the comprehensive plan. See section 14-3-33 for conservation impact report requirements.
- C. *Short-Term Rental Overlay District (STRO).*
 - 1. This district is intended to identify areas where short-term rental developments and time-share dwelling developments may potentially be located.
 - 2. Short-term rental developments and time-share dwelling developments are only allowed in the Short-Term Rental Overlay (STRO) District if listed as a permitted or conditional use in Table 4-1 and section 15-4-8 planned unit development districts. No short-term rentals or time-share units shall be allowed unless they comply with the requirements of section 14-6-44 (Short-Term Rentals and Time-Share Units). It is not the intent of this district to deny the continued use of short-term rentals where previously approved. Legally existing short-term rentals and time-share dwellings are subject to the provisions of section 14-1-12 (Nonconforming Uses).
 - 3. Short-term rentals and time-share dwellings within the STRO district must utilize a housing type (single family, duplex, and the like) authorized by the underlying district.
 - 4. Short-term rentals and time-share dwellings must satisfy the standards of the underlying district and other standards of this chapter which apply to the particular housing type involved or underlying zoning district. In addition, all short-term rentals and time-share dwellings requiring conditional use approval must comply with the provisions of sections 14-3-29.F (Conditional Uses - Review Criteria), 14-6-44 (Short-Term Rentals), and 14-6-44 (Time-Share Dwellings).
- D. *Historic Preservation Overlay District (HPO).*
 - 1. *Intent.* The Historic Preservation Overlay (HPO) District is intended to help ensure the protection, enhancement, and perpetuation of properties of historical merit and the areas in which they are located. The district is recognized as serving the public interests of the city and is more specifically intended to do the following:
 - a. Protect, enhance, and perpetuate buildings, structures, improvements, landscape features, and archaeological resources of sites and areas which represent distinctive elements of the city's cultural, social, economic, political, scientific, religious, prehistoric, and architectural history.
 - b. Foster civic pride in the accomplishments of the past by safeguarding the city's heritage as reflected in such sites and areas.
 - c. Stabilize and improve property values of residential, non-residential, and mixed-use areas of the city through the protection, enhancement, and perpetuation of these sites and areas.
 - d. Protect and enhance the city's attraction to visitors and the support and stimulus to the city's economy provided by the attraction to these historic sites and areas.

-
- e. Enrich the educational and cultural dimensions of the city's population by promoting the use of such historic sites and areas for the education, pleasure, and general welfare of the public.
 - f. Maintain and enhance the special characteristics of the city's historic neighborhoods by helping to protect the historic character and social fabric of the areas and by furthering the compatibility of uses within them.
 - g. Operate in conjunction with any zoning district.
2. *New district designation.* Section 14-3-35 contains the requirements and processing steps for the designation of new HPO districts.

(Code 1995, §§ 14-2-43, 14-2-44, 14-2-46, 14-2-47; Ord. No. 2038, 12-20-1994; Ord. No. 2146, 12-17-1996; Ord. No. 2358, 9-5-2000; Ord. No. 2511, 4-13-2004; Ord. No. 2858, 5-21-2013; Ord. No. 3034, § 1(14-4-7), 8-4-2020)

14-4-8. Planned unit developments (PUD).

A. General.

1. *Purpose of PUDs.* PUD districts are recognized as serving the public interest and are encouraged for the following reasons:
 - a. *Land use and housing diversity.* To allow diversification of uses (where mixed-use is allowed), housing types and open spaces when not in conflict with abutting properties.
 - b. *Efficiency.* To reduce facility improvement and maintenance costs through a more efficient use of land and a smaller network of utilities and streets than is possible through application of conventional site design controls.
 - c. *Open spaces.* To conserve the natural amenities of the land by encouraging the preservation of scenic and functional open space.
 - d. *Site planning.* To provide maximum opportunity for innovative site planning concepts to create pleasing living environments.
2. *General provisions.*
 - a. Density and intensity calculations shall comply with section 14-4-6.A.5.
 - b. The relevant review criteria in section 14-3-31 (Site Plan Review) shall be used in reviewing a planned unit development (PUD) application.
 - c. The ordinance adopting the rezoning for a specific PUD district shall specify the allowable number of units permitted therein.
 - d. New planned unit developments are not allowed within the form-based code area (see chapter 14-5).
 - e. To ensure that development will occur according to the limitations of housing types, site design, density, building coverage, improvement standards, and construction phasing it must be authorized through a conceptual plan.
 - f. See section 14-3-28.B.1.b for ownership and control requirements.
 - g. Mixed-use and commercial planned developments shall distribute pedestrian/bicycle-oriented amenities, such as bike racks, evenly throughout the residential and non-residential portions of the development.

-
3. *Density bonus.* Any density bonus tentatively approved at the time of rezoning shall be conditioned upon full conformance at the time of site plan or subdivision plat. A five percent density bonus may be approved for each of up to five criteria listed below, which the city determines is satisfied. No density bonus shall be provided unless the design used to achieve the criteria below exceeds the minimum standards of this chapter which would otherwise apply to the project.
- a. *Design standards.* A comprehensive set of standards are established which address the design of all buildings, signage, fences/walls, accessory structures, streetscapes, landscapes and site design elements. Design elements to be addressed shall include: architectural styles, details and materials; the configuration, massing, scale, spacing, façade design and orientation of buildings; setback patterns; the style, materials and placement of walls/fences and landscaping; streetscape design addressing pavement materials, lighting, street trees, pedestrian and bike facilities, signage, transit shelters, benches, trash receptacles and other hardscape features; screening design and placement of above-ground utility and solid waste facilities; and styles, materials, lighting and placement criteria for signage. This bonus shall require use of upgraded construction materials and design standards for all elements of the development.
 - b. *Amount of open space.* The minimum amount of required common open space is increased by at least ten percent.
 - c. *Size of open space areas.* At least 50 percent of the required open space is located in one or more areas at least one acre in size which have a minimum width and depth of at least 150 feet.
 - d. *Number of trees retained.* The portion of the development considered buildable land must preserve an average of at least 15 trees per acre. Preserved trees must have a minimum DBH of 12 inches.
 - e. *Number of trees planted.* The developer proposes to plant an average of at least 15 trees per acre within the portions of the development considered buildable land. Trees shall have a minimum DBH of four inches, shall be located within common areas, and shall be in excess of minimum landscaping requirements.
 - f. *Street/driveways.* All entranceways to the development have a landscaped entranceway with at least 1,250 square feet of landscaped area and all major internal streets and driveways shall have trees (with an average spacing of 35 feet or less).
 - g. *Pedestrian/bicycle path system.* All residential areas are connected by means of an appropriate pedestrian and/or bicycle path system which complies with the standards in section 14-7-5 and which is located primarily outside of street rights-of-way and generally a substantial distance from major internal streets and driveways. Pathways shall adhere to the following:
 - ~~h-[i]-i.~~ i. Shall be a minimum of ten feet in width;
 - ~~i-[ii]-ii.~~ ii. Must form a continuous internal loop through the development;
 - ~~j-[iii]-iii.~~ iii. Shall connect to existing and/or proposed off-site pedestrian/bicycle systems where possible.
 - k [h]. *Affordable housing.* At least ~~ten-twenty (20%)~~ percent of the dwelling units are substantially subsidized by governmental subsidies in a manner which provides long-term benefits to very low, low and/or moderate-income households. Use of this bonus shall require a letter of confirmation from the City of Kissimmee Housing and Community Development Coordinator or designee.
 - l [i]. *Diversified housing market.* At least 75 percent of the dwelling units contain 2,000 square feet or more of heated/cooled space to provide expanded options for higher income households.

- m [j]. *Traditional neighborhood design.* The development complies with the traditional neighborhood design standards in section 14-10-13.
- n [k]. *Public school site dedication.* The developer dedicates land to the Osceola County School Board for use as a public school. This criterion alone may achieve a bonus equivalent to 20 percent of the total allowable density for the project. In order to qualify for this bonus:
- o [i]. The site to be dedicated must be accepted by the Osceola County School Board as being consistent with their plans and need for schools in the area;
 - p [ii]. The dedication of land shall be made prior to or concurrent with final plat approval for the proposed development.
- q [l]. *Public facility dedication.* The dedication of land for use by a government entity for a fire station, police substation, community center, athletic facility or similar public facility when requested by the local government entity.
- r [m]. *Green building practices.* The use of "green" building practices in accordance with the policies of the U.S. Green Building Council (USGBC) and leadership in energy and environmental design (LEED) certification program. To qualify, the project must have a minimum of 25 percent of the points required to become LEED certified, based on the LEED certification checklist issued by the USGBC. Methods for utilizing these principles shall be clearly outlined in the PUD documents and must be verified in all building and site construction documents.
- s [n]. *Infill development.* The development meets the definition of "infill," as identified in chapter 14-2 and is within existing city limits or would reduce an existing enclave. This section shall not be construed to promote the demolition of existing structures deemed historic within the city, as defined by chapter 14-2.
- t [o]. *Historic preservation.* The development includes the rehabilitation, restoration, and/or adaptive reuse of an existing historic structure, as defined by chapter 14-2. The use of this bonus shall require historic preservation board review and approval of any improvements to existing historic structures utilized within the project.

B. Residential Planned Unit Development District (RPUD).

1. *Intent.* The purpose of this district is to permit land under unified control to be planned and developed for permanent residential occupancy with a greater amount of site design flexibility by removing some of the restrictions of conventional zoning.
2. *Future land use categories.* This district is intended for use in suitable areas which have been assigned any of the following future land use designations by the comprehensive plan: 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), Open Space (OS), and Institutional (INST).
3. *Permitted uses.* The primary permitted uses shall be those uses authorized by the category designated on the future land use map of the comprehensive plan. Within this framework, the following subordinate uses may be authorized if they utilize less than 50 percent of the gross area of the development:

Table 4-6: Permitted subordinate uses in RPUD

Permitted Uses	FUTURE LAND USE CATEGORIES			
	Single Family Low Density	Single Family Medium Density	Multiple Family	Mixed-Use
Single family	P	P	P	(1)
Duplexes	P	P	P	(1)

Created: 2021-08-13 15:01:44 [EST]

Triplexes	P	P	P	(1)
Multiple family	P	P	P	(1)
Townhouses	P	P	P	(1)
Community residential homes	P	P	P	(1)
Rooming houses	P	P	P	(1)
Short-term rentals in compliance with section 14-6-44	P	P	P	P
Time-share dwellings	N	N	N	N
Sewage treatment plants, water plants, and similar facilities needed to serve the RPUD District	P	P	P	(1)
Communication facilities (other than communication towers)			P	(1)

(1) Per Future Land Use category

Permitted (P); Not Permitted (N)

4. *Site design standards.*

a. *Residential planned unit development (RPUD) density.*

- i. The maximum density within a mixed-use future land use designation shall not exceed 75 percent of the maximum density permitted by the future land use designation of the site. No density bonuses may be approved. However, the development shall be required to meet a minimum of four of the criteria identified in subsection 14-4-8.A.3. If the site has a residential or non-residential future land use designation, however, a density bonus may be approved in accordance with section 14-4-8.A.3.
- ii. Densities may be restricted to less than six units per acre in areas assigned a multiple family future land use designation if during the conceptual plan review process the city determines such densities are needed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding uses of land.
- iii. The density shall be calculated based on gross acreage as defined in chapter 14-2.
- iv. Densities in RPUDs shall be compatible with the densities of existing and anticipated future development surrounding the RPUD, according to the policies of the future land use element of the comprehensive plan. .

b. *Lot area, yards, building separation, and setbacks.*

- i. Single family detached dwellings shall be located on lots with an area of at least 9,000 square feet and a lot width of at least 70 feet. Single family lots with an area of less than 9,000 square feet and a lot width of less than 70 feet may be permitted provided the development complies with the traditional neighborhood design standards listed in section 14-10-13. However, greater area and lot widths may also be required after considering the relevant characteristics of the use, the rest of the planned unit development (PUD), and the surrounding area - including those characteristics relating to compatibility, physical feature constraints, and infrastructure constraints. Lot depth and yard requirements for single family dwellings shall be determined on a similar basis. Area, width, depth, and yard requirements

Created: 2021-08-13 15:01:44 [EST]

for townhouse lots and other lots shall also be determined on an individual development basis, after considering the relevant characteristics of the use, the rest of the PUD, and the surrounding area.

- ii. There shall be at least 15 feet between multiple family structures with four or more dwellings, and for each story over one, an additional five feet of separation is required. Where residential structures have differing heights, the distance shall be based upon the tallest structure. Accessory structures shall be located no closer than five feet to residential structures. Additional separation may be required to provide adequate light, air, privacy, and protection from fire hazards. However, the separation requirements may be partially waived by the city commission after review by the planning advisory board. Such a waiver shall only be permitted if the city commission determines that a reduction in the standards is justified after considering the impact on light, air, privacy, and protection from fire hazards. The separation requirements may also be waived if the project is developed in accordance with the traditional neighborhood standards listed in section 14-10-13.
- iii. No building shall be located closer than 25 feet to any street or street right-of-way unless suitable provisions have been made for public safety, parking/access, landscaping/buffering, and the placement of utilities, or when the development fully complies with the traditional neighborhood design standards listed in section 14-10-13.
- c. *Frontage.* Each dwelling unit and other permitted uses shall have access to a public or private right-of-way and all lots shall front on a public or private right-of-way. All streets shall comply with the standards in chapter 14-7, except that private streets do not need to satisfy the minimum right-of-way width specified in that chapter. The city shall be allowed access on private streets, driveways, easements and common open space to ensure the police and fire protection of the area, to meet emergency needs, to conduct city services, and to generally ensure the health and safety of the residents of the development.
- d. *Height of structures.* Unless specified in the development standards, no structure shall exceed a height of 35 feet.
- e. *Underground utilities.* All utilities including telephone, television cable, and electrical systems shall be installed underground in easements suitable for maintenance and extension. Primary facilities providing service to the site may be exempted from this requirement. Large transformers shall be placed on the ground and contained within pad mounts, enclosures or vaults.
- f. *Internal circulation.* An internal pedestrian and bike path circulation system shall be provided in accordance with section 14-7-5.
- g. *Other site design standards.* All RPUD development shall also meet the applicable provisions of the following sections:
 - i. Minimum living area: Section 14-4-6.A.
 - ii. Short-term rentals: Section 14-6-44.
 - iii. Parking and access: Chapter 14-7.
 - iv. Landscaping: Chapter 14-8.
 - v. Floodplain: Section 14-9-1.
 - vi. Signs: Chapter 14-11.
 - vii. Communication facilities: The requirements of sections 14-3-29.F (Conditional Uses - Review Criteria) and 14-6-38 (Communication Towers and Facilities) shall be met.

- viii. Open space: Section 14-10-10.
- ix. Parks and recreation: Section 14-10-11.
- h. *Professional services required.* Any plans submitted as a part of a rezoning application for an RPUD development shall be prepared by qualified professionals registered or licensed by the State of Florida. This can include an architect, landscape architect, surveyor, civil engineer, or land planner.
- 5. *Variances.* Variances to Code requirements that cannot be waived through the PUD process must be approved by the board of adjustment in accordance with chapter 14-3.
- C. *Short-Term Rental Planned Unit Development District (SRPUD).*
 - 1. *Intent.* The purpose of the Short-Term Rental Planned Unit Development (SRPUD) District is to permit land under unified control to be planned and developed for short-term rental and/or time-share dwelling (as defined in chapter 14-2) residential structures with a greater amount of site design flexibility by removing some of the restrictions of conventional zoning. However, specific district locations must be compatible with surrounding areas and, unless created prior to the short-term rental overlay (STRO) regulations, must have also received a STRO district classification.
 - a. *Conceptual plan.* To ensure that development will occur according to the limitations of housing types, uses, site design, density, building coverage, improvement standards, and construction phasing authorized through a conceptual plan.
 - 2. *Future land use categories.* This district is intended for use in suitable areas which have been assigned any of the following future land use designations by the comprehensive plan: Mixed-Use (MU), 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), Open Space (OS), and Institutional (INST).
 - 3. *Permitted uses.* The primary permitted uses shall be those uses authorized by the category designated on the future land use map of the comprehensive plan. Short-term rentals and time-share dwellings may be allowed. Within this framework, the following subordinate uses may be authorized if they utilize less than 50 percent of the gross area of the development:

Table 4-7: Permitted subordinate uses in SRPUD

Permitted Uses	FUTURE LAND USE CATEGORIES			
	Single Family Low Density	Single Family Medium Density	Multiple Family	Mixed-Use
Single family	N	N	P	(1)
Duplexes	P	N	N	(1)
Triplexes	P	N	N	(1)
Multiple family	P	P	N	(1)
Townhouses	P	P	N	(1)
Community residential homes	P	P	N	(1)
Rooming houses	P	P	N	(1)
Short-term rentals in compliance with section 14-6-44	N	N	N	P
Time-share dwellings	N	N	N	N
Sewage treatment plants, water plants, and similar facilities needed to serve the RPUD district	P	P	P	(1)

Created: 2021-08-13 15:01:44 [EST]

Communication facilities (other than communication towers)			P	(1)
--	--	--	---	-----

⁽¹⁾ Per Future Land Use category

Permitted (P); Not Permitted (N)

4. *Site design standards.* The site design standards of the RPUD district (see subsection 14-4-8.B.4) shall apply in addition to the following:
 - a. *Roadway access.* All short-term rental developments and time-share dwelling developments shall have direct access to a collector or arterial road.
 - b. *Buffer.* All short-term rental developments and time-share dwelling developments shall be separated on each side from areas which have not been approved for short-term rental or time-share dwelling use by a 15-foot or wider common area buffer with dense vegetation or a wall at least six feet high. A waiver to the size of the buffer may be granted by the development review committee when the short-term rental or time-share dwelling development is adjacent to a non-residential district.
 - c. *Location within mixed developments.* All short-term rental or time-share dwelling developments which have one or more sections approved for short-term rentals or time-share dwellings and one or more sections not approved for short-term rentals or time-share dwellings shall locate the sections approved for short-term rentals and time-share dwellings in the front of the development or shall provide separate driveway access to such sections.
 - d. *Conversions.* All short-term rental and time-share dwelling developments involving a conversion of existing dwellings to short-term rental or time-share dwelling residential units shall not be approved unless at least 80 percent, or the more restrictive standard in any specific property regulations controlling the property (example: association documents), of the owners in the development demonstrate acceptance of the conversion in a manner suitable to the city attorney.
 - e. *Sales contracts.* All sales contracts involving the sale of lots or dwelling units in short-term rental or time-share dwelling developments shall indicate in red bold type that residential lots in the development may be used for short-term rental or time-share dwelling residential units.
 - f. *Licenses.* Applicable city, county, and state licenses shall be obtained for all short-term rentals, short-term rental developments, time-share dwellings, and time-share dwelling developments.
 - g. *Other conditions.* All short-term rental and time-share dwelling developments shall comply with any other conditions deemed necessary and just.
 5. *Procedures and requirements for rezoning to SRPUD.* See section 14-3-28.
 6. *Site plan and plat reviews.* See chapter 14-3.
 7. *Conformance to conceptual plan.* See section 14-3-28.A.
 8. *Effective period of SRPUD approval.* See section 14-3-28.F.
 9. *Variances.* Variances to the Code requirements that cannot be waived through the PUD process must be approved by the board of adjustment in accordance with section 14-3-51.
- D. *Mixed-Use Planned Unit Development District (MUPUD).*

-
1. *Intent.* The purpose of this district is to permit land under unified control to be planned and developed for a compatible mix of residential and commercial purposes or commercial-light industrial uses with a greater amount of site design flexibility by removing some of the restrictions of conventional zoning.
 2. *Future land use categories.* This district is intended for use in suitable areas which have been assigned any of the comprehensive plan future land use designations other than the Mobile Home Medium Density Residential (MH-MDR) designation. The uses, density and intensity allowed in this district shall be consistent with the future land use designation.
 3. *Permitted uses.* The primary permitted uses shall be those uses authorized by the category designated on the future land use map of the comprehensive plan, including short-term rentals and time-share dwellings in areas with land use designations allowing residential uses if in compliance with section 14-6-44. Within that framework, the following subordinate uses are authorized in a mixed-use pattern:
 - a. *Mixed residential - Non-residential development (except in areas with a MU future land use designation).*
 - i. *Residential as subordinate use.* Any use allowed in the RC-2 Multiple Family High Density Residential District (RC-2), including short-term rentals and time-share dwellings if in compliance with section 14-6-44.
 - ii. *Non-residential as subordinate use in Single Family Low Density Residential (SF-LDR) designated areas.* Any use allowed in the B-2 or OS districts, other than communication towers and other communication facilities as defined in chapter 14-2.
 - iii. *Non-residential as subordinate use in other residential designated areas.* Any uses, other than communication towers as defined in chapter 14-2, which are allowed in the B-2, B-5, CF, UT, or OS districts. However, no communication towers and no other communication facilities shall be allowed in areas which have been assigned a Single Family Medium Density Residential (SF-MDR) future land use designation by the comprehensive plan.
 - b. *Non-residential development (except in areas with a Mixed-Use (MU) future land use designation).* The subordinate uses, except adult entertainment establishments, may be any use allowed in the B-2, B-3, HC, B-5, AI, BP, IB, CF, UT, or OS districts.
 - c. *Areas with a Mixed-Use (MU) future land use designation.* The subordinate uses may be any use authorized by the comprehensive plan future land use element policy which established the MU land use designation for the property. Each of the above uses shall only be allowed in locations which the city commission determines them to be appropriate giving consideration to the characteristics of the particular project being proposed, their compatibility with nearby uses, the physical feature constraints of the site and nearby property, and the infrastructure constraints.
 4. *Site design standards.*
 - a. *Mixed-Use Planned Unit Development District (MUPUD) residential density.*
 - i. The maximum density within a mixed-use future land use designation shall not exceed 75 percent of the maximum density permitted by the future land use designation of the site. ~~No density bonuses may be approved; however,~~ Density bonuses may be approved; however, the development shall be required to meet a minimum of ~~four~~ five of the criteria identified in subsection 14-4-8.A.3. If the site has a residential or non-residential future land use designation, however, a density bonus may be approved in accordance with subsection 14-4-8.A.3.
 - ii. Densities may be restricted to less than six units per acre in areas assigned a Multiple Family future land use designation if during the conceptual plan review process the city determines such densities are needed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding uses of land.

-
- iii. The density shall be calculated by gross acreage as defined in chapter 14-2.
 - b. *Lot area, yards, building separation, and setbacks.* Area, width, depth, yard, building separation, and setback requirements for lots shall be determined on an individual development basis, after considering the relevant characteristics of the use, the rest of the planned unit development, and the surrounding area - including those characteristics relating to compatibility, physical feature constraints, and infrastructure constraints. However, areas assigned a residential land use designation on the future land use map of the comprehensive plan and areas assigned a mixed-use designation with a primary use of residential shall comply with the more restrictive requirements in section 14-4-8.B.4.b.
 - c. *Frontage.* Each principal structure shall have access to a public or city approved private street and all lots shall front on a public or city approved private street. All streets shall comply with the standards in chapter 14-7, except that private streets do not need to satisfy the minimum standards for right-of-way width specified in that chapter. The city shall be allowed access on private streets, driveways, easements and common open space to ensure the police and fire protection of the area, to meet emergency needs, to conduct city services, and to generally ensure the health and safety of the occupants of the development.
 - d. *Height of structures.* The city commission, upon recommendation of the planning advisory board, shall determine the appropriate height limitations on an individual development basis after considering the character of the surrounding area, the character of the proposed development, and the development goals as stated in the Kissimmee Comprehensive Plan. However, areas assigned a residential land use designation on the future land use map of the comprehensive plan and areas assigned a mixed-use designation with a primary use of residential shall comply with the more restrictive requirements in section 14-4-8.B.4.b.
 - e. *Underground utilities.* All utilities including telephone, television cable, and electrical systems shall be installed underground in easements suitable for maintenance and extension. Primary facilities providing service to the site may be exempted from this requirement. Large transformers shall be placed on the ground and contained within pad mounts, enclosures or vaults.
 - f. *Pervious area.*
 - i. *Future land use designation is residential.* The maximum amount of impervious surface on the non-residential portion of such a site shall not exceed 80 percent of the non-residential acreage.
 - ii. *Future land use designation is non-residential.* The maximum amount of impervious surface shall be no greater than 80 percent.
 - iii. *Future land use designation is mixed-use.* The maximum amount of impervious surface shall be as specified in the comprehensive plan future land use element policy which established the MU land use designation for the property.
 - g. *Open space and recreation facilities.*
 - i. Common open space provided shall at least equal to the amount of pervious area required above or ten percent of the gross area of the development, whichever is less, when the future land use designation assigned by the comprehensive plan is a non-residential designation or when the future land use designation is mixed-use and the primary use is non-residential.
 - ii. When the designation is residential or mixed-use and the primary use is residential, the development shall meet the requirements of sections 14-10-10 (Open Space) and 14-10-11 (Parks and Recreation Facilities).

-
- h. *Internal circulation.* An internal pedestrian and bike path circulation system in accordance with section 14-7-5 shall be provided within the development separate from vehicular circulation systems and at a distance sufficient to ensure safety. The city may waive all or a portion of this requirement upon a demonstration that the paths are infeasible or undesirable in the proposed development.
 - i. *Other site design standards.* All PUD development shall also meet the applicable provisions of the following sections or articles.
 - i. Minimum living area: Section 14-4-6.A.
 - ii. Short-term rentals: Section 14-6-44.
 - iii. Time-share dwellings: Section 14-6-44.
 - iv. Parking and access: Chapter 14-7.
 - v. Landscaping: Chapter 14-8.
 - vi. Floodplain: Section 14-9-1.
 - vii. Signs: Chapter 14-11.
 - viii. Heliport: The requirements of section 14-6-6 shall be met and any maintenance facilities shall be accessory.
 - ix. Communication towers and other communication facilities: The requirements of sections 14-3-29.F (Conditional Uses - Review Criteria) and 14-6-38 (Communication Towers and Facilities) shall be met.
 - x. General regulations for specific uses: Chapter 14-6.
 - j. *Professional services required.* Any plans submitted as a part of a rezoning application for an MUPUD development shall be prepared by qualified professionals which means an architect, landscape architect, or surveyor licensed by the State of Florida, a civil engineer registered by the State of Florida, or a land planner.
- 5. *Procedures and requirements for rezoning to MUPUD.* See section 14-3-28 except that 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 square footage constructed if the area with the residential component has been assigned a residential land use classification on the future land use map of the comprehensive plan.
 - 6. *Site plan and plat reviews.* See chapter 14-3.
 - 7. *Conformance to conceptual plan.* See section 14-3-28.
 - 8. *Effective period of MUPUD approval.* See section 14-3-28.
 - 9. *Previously approved PUD.* The Kissimmee Industrial Park shall be developed in accordance with the provisions of Ordinance 400, its original PIP zoning. Any other tract designated PUD-I, PUDC, PUD-R, or PUD-S prior to the enactment of the MUPUD district shall be subject to the terms and conditions of the ordinance authorizing that PUD and all other documents approved by the city pertaining to that PUD, including, but not limited to, city approved plans and agreements. However, this section shall apply where such documents are silent with regard to a particular issue or when a PUD amendment is proposed [to] alter the enactment of the MUPUD district, so long as the application of this section does not result in the abrogation of any vested rights attributable to such PUD.
 - 10. *Appeals process.* Any applicant that is aggrieved by a decision of an administrative officer of the city relative to vesting hated upon Code provisions prior to adoption of this ordinance may appeal to the city

manager, and if still aggrieved, to the board of adjustment. Any vesting appeal review shall be based upon the relevant statutes (such as F.S. ch. 163 or 380) and common law on the subject.

11. *Variances.* Variances to Code requirements that cannot be waived through the PUD process must be approved by the board of adjustment in accordance with section 14-3-51.

(Code 1995, §§ 14-2-50—14-2-52; Ord. No. 2038, 12-20-1994; Ord. No. 2138, 11-26-1996; Ord. No. 2144, 12-17-1996; Ord. No. 2146, 12-17-1996; Ord. No. 2158, 2-4-1997; Ord. No. 2241, 8-18-1998; Ord. No. 2242, 9-1-1998; Ord. No. 2400, 12-11-2001; Ord. No. 2510, 3-16-2004; Ord. No. 2572, 9-20-2005; Ord. No. 2692, 6-24-2008; Ord. No. 2742, 12-22-2009; Ord. No. 2908, 10-6-2015; Ord. No. 3034, § 1(14-4-8), 8-4-2020)

CHAPTER 14-5: ~~DOWNTOWN AND VINE STREET~~ FORM-BASED CODE

14-5-1. Purpose.

The purpose of the form-based regulations is to:

- A. Promote transit-oriented design;
- B. Encourage infill development;
- C. Facilitate the aggregation of lots;
- D. Encourage and promote redevelopment on underdeveloped sites;
- E. Foster a relationship between new development and existing and proposed transit stop locations and their proximity to the SunRail Facilities in Kissimmee and Osceola County.
- F. Implement the downtown community redevelopment area (CRA) and Vine Street CRA master development plans.

(Code 1995, § 14-2-54; Ord. No. 3034, § 1(14-5-1), 8-4-2020)

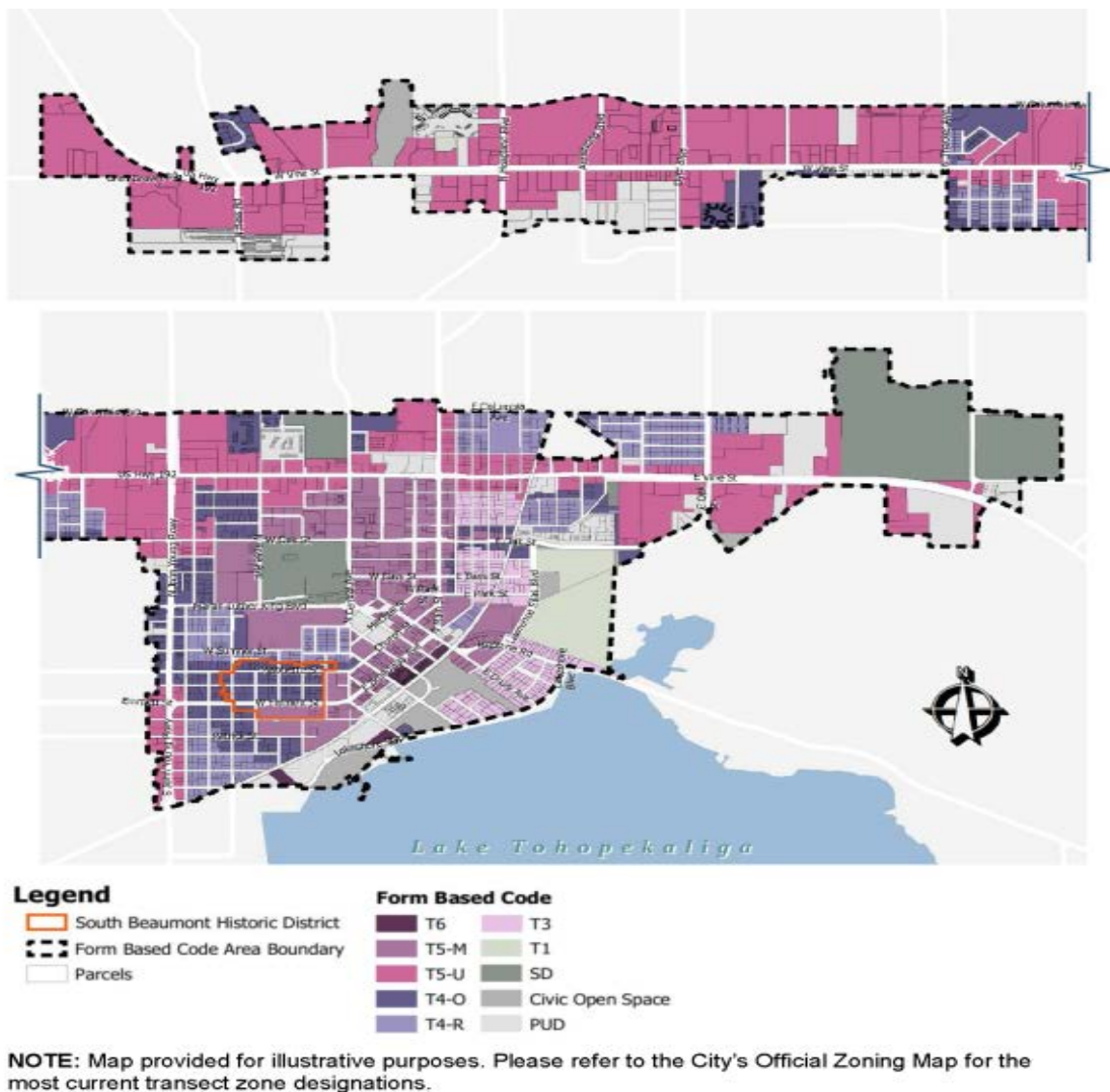
14-5-2. Regulating plan.

Great cities feature a variety of building types and street scenes that differ from center to edge. The center of a city is usually developed in a more intense, mixed-use manner with formal public gathering spaces; the edge areas are usually less intense, less formal and more private in nature. This delicate gradient from center to edge provides a variety of destinations and places to live and work.

The form-based code uses the regulating plan (incorporated into the city's zoning map and shown in Figure 5-1) to designate transect zones (T-zones) and one special district, each with varying urban characteristics, calibrated to fit with the envisioned future context. The following sections show the intent of each T-zone. The regulating plan also depicts areas currently used for public parks (civic/open space) and sites currently approved for planned unit development.

- A. Areas shown as OS (open space) in the transect plan are subject to the use and dimensional standards of the open space zoning district (see chapter 14-4) and section 14-5-10.
- B. New planned unit development zoning districts shall not be allowed within the form-based code area. Owners of existing PUDs may voluntarily rezone their properties to a transect zone.

Figure 5-1: Regulating Plan



(Ord. No. 3034, § 1(14-5-2), 8-4-2020)

14-5-3. Special requirements plan.

The regulating plan (Figure 5-1) works hand in hand with the special requirements plan (see Figure 5-2). These two documents depict areas subject to the following requirements:

- Required frontage (depicted in the special requirements plan).* A ground floor retail, restaurant or personal service establishment shopfront with marquee, awning, canopy, gallery, or arcade is required along the lot frontages shown on the map (Broadway and nearby streets). See requirements for shopfronts in section 14-5-7.D.1 (Shopfront). No other uses shall be allowed on the ground floor along this frontage.



Shopfront

- B. *Required awning, canopy, marquee, gallery or arcade (depicted in the special requirements plan)* A marquee, awning, canopy, gallery or arcade is required along this lot frontage. See requirements for these elements in section 14-5-7.D (Building Frontage Design).



Awnings, canopies and marquees

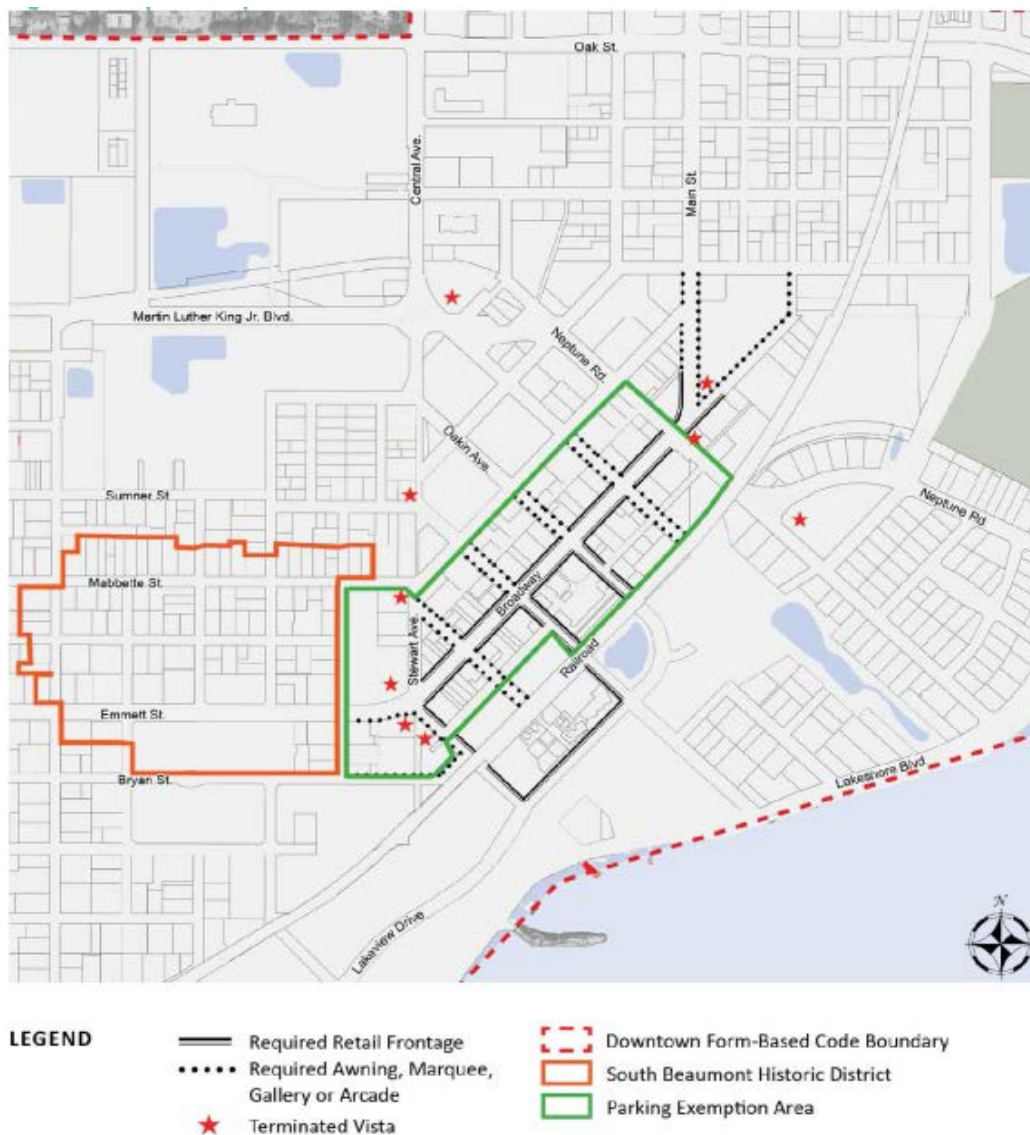
- C. *Historic district (depicted in both).* The provisions of this chapter shall apply to properties within the South Beaumont Historic Overlay District unless they are in conflict with the overlay district design standards. In such cases, the overlay standards shall apply.



Historic Property

- D. *Parking exemption area (depicted in the special requirements plan).* Off-street parking space requirements (minimum number of spaces) shall not apply to this area.
- E. *Terminated vista (depicted in the special requirements plan).* Buildings on sites marked as a terminated vista on the special requirements plan may include towers, corner towers, symmetrical façades centered on a visual axis, an architecturally embellished entry, or similar distinctive architectural devices. See cupola/tower requirements in section 14-5-7.B.1.a.

Figure 5-2: Special Requirements Plan



(Ord. No. 3034, § 1(14-5-3), 8-4-2020)

14-5-4. Transect zones established.

This section establishes the transect zones.

- A. *T1, Natural.* This zone consists of property that is primarily open space, native habitat and wetlands. Development within this area is limited to preserve the natural character. Limited boardwalk and other trails as well as trailheads may be provided in order to access the area for recreational purposes. See Figure 5-3.

Figure 5-3: Image of the T1 Natural Zone



- B. *T3, Edge.* This zone encompasses the predominately residential older neighborhoods with detached single family homes on the edge of downtown. The zone intends to maintain the stability of these neighborhoods and to retain key features of walkability with shallow setbacks and front porches within conversation distance of the sidewalk. See Figures 5-4 and 5-5.

Figure 5-4: Example of Development in T3



Figure 5-5: Examples of Appropriate Building Types Within the T3 Zone



A cottage with front porch and a shallow setback. Plantings along the sidewalk maintain the spatial definition of the street



A modest single family home with front porch



A single-family house with a picket fence and plantings marking the front lot boundary



A single family detached house with a porch within conversation distance of the sidewalk



A picket fence marks the front property boundary



A two-story single family detached home with front porch

-
- C. *T4-R, Neighborhood Restricted.* Located within a short walk of the commercial area, this zone encompasses Kissimmee's historic and older residential neighborhoods. The zone exemplifies a mix of residential types in a pedestrian-oriented urban form. See Figure 5-6 and 5-7.

Figure 5-6: Example of Development in T4-R



Figure 5-7: Examples of Appropriate Building Types Within the T4-R Zone



Closely spaced detached single family homes. A shallow front setback and strong cornice line create a more urbane streetscape



Differing lot widths support a mix of housing types and sizes along the same street, providing a diversity of housing price points



Townhouses with two-story balconies. A modest front setback allows for additional landscaping



Single family homes on small lots are part of the housing mix in this zone



A small apartment building, designed to look like a large house, is a good neighbor to single family homes



Townhouses forming a well-defined street edge and adding to the housing mix in this Transect Zone

-
- D. *T4-O, Neighborhood Open.* Located within a short walk of the main street, this zone encompasses Kissimmee's historic and older neighborhoods where some residential uses have and will continue to transition to commercial. This designation also applies to areas between commercial corridors and the lower intensity residential areas behind those corridors. The zone consists of a mix of uses in a pedestrian-oriented urban form. Buildings may be attached or detached with front façades located close to the sidewalk. See Figures 5-8 and 5-9.

Figure 5-8: Example of Development in T4-O



Figure 5-9: Examples of Appropriate Building Types Within the T4-O Zone



A single-family house repurposed to a commercial use



Front Facades and porches close to the street



A repurposed residential front yard



Live/Work units with commercial uses on the ground floor and residential above



A converted residential home with rear parking



Storefronts with shallow front setbacks allow for additional landscaping and create a transition from the urban core to residential neighborhoods

-
- E. *T5-U, Mixed-Use Urban Corridor.* This zone is primarily located along Vine Street. The purpose of this zone is to promote transit-oriented design, encourage infill development with a mix of uses, facilitate aggregation of lots, encourage redevelopment of underdeveloped sites, foster a relationship between new development and transit stop locations, and implement the Vine Street Community Redevelopment Area (CRA) master plan. See Figures 5-10 and 5-11.

Figure 5-10: Example of Development in the T5-U Zone



Figure 5-11: Examples of Appropriate Building Types Within the T5-U Zone



F. *T5-M, Mixed-Use Center.*

This zone encompasses the center of downtown Kissimmee. Priority is placed on optimizing the built environment for increased walkability and creating a vibrant atmosphere that embraces the historic character of Kissimmee's main street. See Figures 5-12 and 5-13.

To maximize vibrancy and walkability, this zone permits greater development intensity and a mix of uses, with buildings close to the sidewalk, plentiful shade for pedestrians, and parking lots screened from public view.

Figure 5-12: Example of Development in T5-M



Figure 5-13: Examples of Appropriate Building Types Within the T5-M Zone



Mixed-use buildings with simple basic massing, well-designed shopfronts, and architecturally rich details



A single-story commercial building with a generous ceiling height



Taller ground to ceiling heights on the first floor provide flexibility for commercial use and a comfortable adjacent space for pedestrians



A shopfront building with pedestrian protection from sun and rain provided by a two-story gallery.



Large shopfront windows provide interesting views for pedestrians, allow retail shops to display their wares, and let in natural light



Mixed-use building with well-defined street edge. Horizontal articulation breaks the building into several distinct sections.

G. *T6, Waterfront.*

This zone is primarily located along Lakefront Park. Priority is placed here on optimizing the physical characteristics of the built environment to maximize the benefits afforded by the park.

To maximize vibrancy and walkability within and near the park, this zone permits the greatest intensity and mix of uses with buildings close to the sidewalk, plentiful shade for pedestrians, and parking lots screened from view. Building heights are permitted to be tallest here, to create landmark defining features and to create a sense of enclosure for the park. See Figures 5-14 and 5-15.

Figure 5-14: Example of Development in T6



Figure 5-15: Examples of Appropriate Building Types Within T6



Office building with ground floor retail.



Rendering of the Mosaic at Lake Toho development in Kissimmee



Taller floor-to-ceiling heights on the ground floor are more supportive of commercial uses



Horizontal and vertical facade articulation divides the large, single building mass into more human-scaled modules



Larger building sizes allow for full-sized grocery stores to be located in the ground floor retail space of mixed-use buildings



Aerial of mixed-use development. Buildings lining the street. Parking in the rear.

H. *SD, Special District.*

Due to the unique use and large scale nature of campus-type facilities such as schools and hospitals, more design flexibility is allowed within the SD zone than in other districts. The goal of the SD zone standards is to accommodate these large-scale uses while contributing to the urban setting of downtown Kissimmee. See Figures 5-16 and 5-17.

Where possible, based on the nature of the facility, buildings will define the edges of streets and public spaces to create pedestrian and bike-friendly spaces. However, greater flexibility and variety in urban form is given to accommodate the diverse needs of the users. Taller buildings are permitted in these zones to maintain a proper proportional relationship with larger-scale public open spaces and thoroughfares and to accommodate the needs of the uses. Designs must ensure that connections to the pedestrian system are safe.

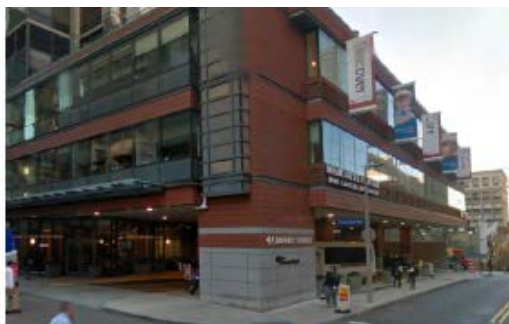
Figure 5-16: Examples of a Hospital Development in SD



Figure 5-17: Examples of Appropriate Building Types Within the SD Zone



Larger setbacks are permitted in this Transect Zone although the Primary Entrance is still required on the Front Façade



The building is brought to the street while still accommodating vehicular drop-off access at the front door



A portion of this building reaches the sidewalk while another portion is set behind a plaza



A modest setback and transparent facade enables this building to have some engagement with the street



A public school designed to contribute to the urban form.



This school building fits its urban context by defining the street edge and providing an engaging pedestrian experience.

(Ord. No. 3034, § 1(14-5-4), 8-4-2020)

14-5-5. Block standards.

The regulation of block size is a fundamental component of a code to achieve good urban form and transportation connectivity. Shorter blocks improve the pedestrian experience as well as foster a street network grid that supports the efficient distribution of automobile traffic. The urban core of the city generally displays a gridded network, which shall be maintained and improved. If existing streets are vacated to allow the aggregation of smaller blocks into mega-blocks, alternative vehicular connections shall be provided. Furthermore, proposed developments shall be required to increase connectivity in the area by meeting the maximum block size provisions listed in Table 5-2 and the following. If the connections are deemed not feasible by the city manager, the requirement may be waived.

(Supp. No. 1)

Created: 2021-08-13 15:01:44 [EST]

-
- A. Culs-de-sac and dead-end streets are not allowed, unless physical conditions provide no practical alternative.
 - B. Proposed development sites that do not encompass an entire block but are within a block that exceeds the maximum block perimeter allowed, shall incorporate vehicular passages connecting streets, or connecting a street to adjacent sites (for future connection if not feasible at the time) to ensure a 660-foot maximum block length is not exceeded (see Figures 5-18 and 5-19). The vehicular passage may be a public street or private drive but shall be open for public passage to another street/drive, or to the adjacent site, which will be required to continue that street/drive. The purpose of this requirement is to improve vehicular and pedestrian connectivity within blocks that are longer than the standard noted above.
 - C. Pedestrian passages to rear parking areas or streets, or to adjacent sites (for future connection) shall be provided every 300 feet, where applicable (see Figure 5-19). Where there is not a functional connection, a public plaza with a minimum width and depth of 20 feet shall be created to break down the continuity of the block. The width of a pedestrian passage shall be no less than 20 feet.

Figure 5-18: Improving ~~Connectivity~~Connectivity with Site Driveways

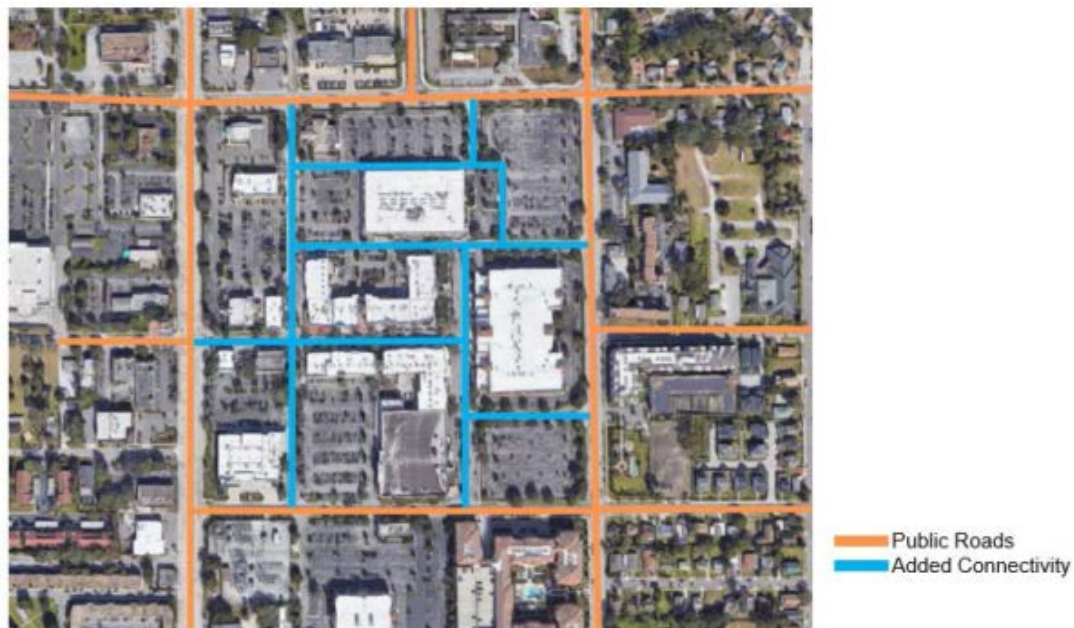


Figure 5-19: Examples of Vehicular and Pedestrian Passages



(Ord. No. 3034, § 1(14-5-5), 8-4-2020)

14-5-6. Site Standards.

A. Permitted uses.

Table 5-1 lists the various types of uses allowed in the form-based code area and identifies whether a use is permitted (P), conditional (C), or not permitted (N) within the noted transect zone. Uses not listed in Table 5-1 are prohibited. Refer to section 14-5-3, Special Requirements Plan, for use restrictions in certain areas.

Mixed-use developments are allowed in all zones, provided that the individual uses are all allowed in the zone. If one of the uses requires conditional use, the entire development shall undergo conditional use review.

All developments, regardless of the use classification, shall comply with the standards of this chapter and all other applicable chapters of the Land Development Code.

Table 5-1: Permitted Uses

	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
COMMERCIAL/RETAIL USES									
Drive through facilities with an allowed use	14-6-40 14-5-8.B	N	N	N	N	N	C	C	N
Micro-brewery	Ch. 5-3	N	N	N	N	P	P	P	N
Pawn shop	5-7	N	N	N	N	N	C	N	N
Restaurants	14-6-9	N	N	N	C	P	P	P	C
Retail sales establishments		N	N	N	C	P	P	P	C
CIVIC/INSTITUTIONAL USES									
Churches		N	N	N	N	N -P ⁽¹⁾	P	N	N
Civic, social clubs		N	N	N	N	N	C	N	N
Colleges and universities		N	N	N	N	C	C	C	P
Community centers		N	N	N	N	C	C	C	N
Educational service establishments		N	N	N	N	C	C	C	C

Created: 2021-08-13 15:01:45 [EST]

(Supp. No. 1)

Hospitals		N	N	N	N	N	N	N	P
Institutional care facilities		N	N	N	N	C	C	C	C
Libraries and museums		N	N	N	N	P	P	P	P
Public uses		N	N	N	N	P	P	P	P
Schools, elementary and middle*		N	N	N	N	C	C	C	P
Schools, high*		N	N	N	N	N	N	N	P
LODGING									
Bed and breakfast establishments	14-6-36	N	N	N	C	C	N	N	N
Hotels and motels		N	N	N	N	C	P	P	N
MISCELLANEOUS USES									
Heliports, medical and law enforcement	14-6-6	N	N	N	N	N	N	N	C
RECREATION USES									
Recreation areas, passive		P	P	P	P	P	P	P	P
Recreation, indoor (private)		N	N	N	C	P	P	P	P
Recreation, active/outdoor (private)		N	N	N	N	N	C	N	N
RESIDENTIAL USES									
Accessory dwelling units	14-6-2	N	P	P	P	N	N	N	N
Community residential homes	14-6-39	N	N	P	P	N	N	N	N
Duplex dwellings	14-6-43	N	P	P	P	N	N	N	N
Multiple family residential	14-6-43	N	N	C	C	P	P	P	P
Single family dwellings (detached)	14-6-43	N	P	P	P	N	N	N	N
Townhome	14-6-43	N	N	C	C	P	P	P	P
Triplex	14-6-43	N	N	C	C	P	P	P	N
SERVICE USES									
Child care facilities	14-6-37	N	N	N	C	C	C	N	N
Equipment sales and leasing, light		N	N	N	N	N	P	N	N
Financial institutions		N	N	N	N	P	P	P	N
Gasoline service stations	14-5-8.A	N	N	N	N	N	C	N	N
Motor vehicle repair, light	14-5-8.C	N	N	N	N	N	C	N	N
Occult science establishment	Ch. 5-6	N	N	N	N	N	C	N	N
Office establishments		N	N	N	C	P	P	P	N
Parking garages, principal use		N	N	N	N	C	C	C	N
Rental, sale and leasing of mopeds, scooters, and/or neighborhood electric vehicles	14-5-8.C	N	N	N	N	N	C	N	N
Repair service establishments, light		N	N	N	N	C	P	C	N
Research & development establishments		N	N	N	N	P	P	P	C
Sales, rental and leasing (vehicles other than heavy commercial vehicles)	14-6-10 14-5-8.C	N	N	N	N	N	C	N	N

Service establishment, business		N	N	N	C	P	P	P	N
Service establishment, personal		N	N	N	C	P	P	P	N
Storage facilities, self-service	14-5-8.G	N	N	N	N	N	C	N	N
Veterinary clinics		N	N	N	N	P	P	N	N
UTILITY USES									
Communication towers and facilities	14-6-38	N	N	N	N	N	C	N	N
Utility Facilities, Minor	14-6-46	N	N	N	C	C	C	C	C
TRANSPORTATION USES									
Bus depots		N	N	N	N	N	C	N	N
Rail, bus and taxi stations with no onsite vehicle storage and/or repair		N	N	N	N	C	C	C	N
Rail stations		N	N	N	N	N	N	P	N

**Public and private schools shall not be permitted within the Vine Street CRA unless there are 2,000 residential dwelling units that have received a certificate of occupancy to support a student population creating the demand for new facilities. This provision shall be evaluated with each review of the CRA districts as required by the comprehensive plan.*

(1) Only if existing prior to the August 31, 2020.

- B. *Accessory and temporary uses and structures.* Accessory and temporary uses and structures shall meet the requirements of chapter 14-6, part I (Accessory Uses and Structures) and part II (Temporary Uses), unless otherwise specifically addressed in this chapter. Accessory structures visible from the right-of-way shall meet the site and building design standards of this chapter.
- C. *Site dimensional standards.*

The general intent of the transect zones is to ensure that the scale of the built form, formality of public spaces, and intensity of uses will vary throughout the community, and shall reduce in scale, formality and intensity further away from the core of the city.

Each transect zone has a different set of characteristics that correspond with building placement, building form, and frontage standards, all of which influence the level of walkability and vibrancy in a particular place. The standards for each transect zone are shown in Table 5-2 and explained in detail in the following sections. Figure 5-20 depicts the setback and height measurements.

Figure 5-20: Building Setbacks and Building/Floor Height

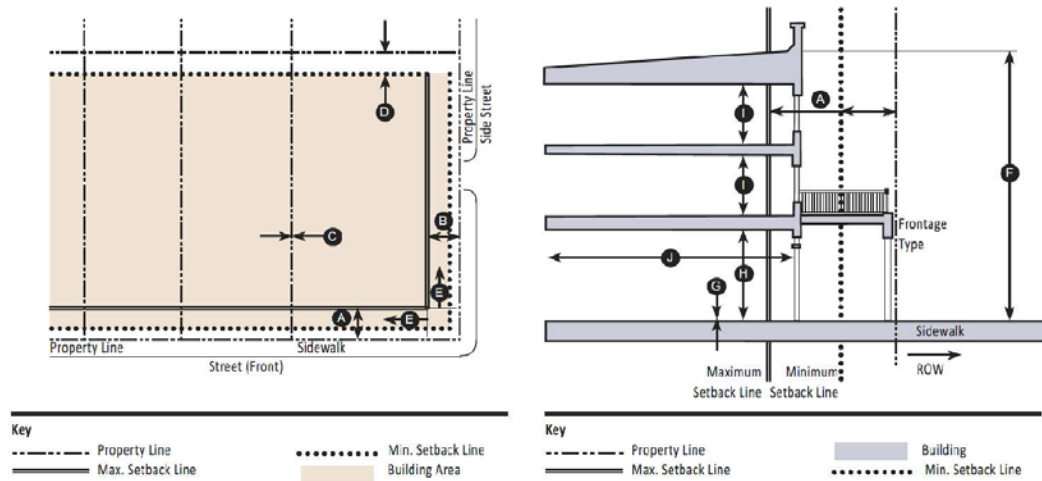


Table 5-2: Transect Zone Dimensional Standards

	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
For additional standards, see section 14-6-6.								
Building Placement								
Front and street side setbacks	20' min.	12' min.	5' min. to 20' max.	5' min. to 20' max.	5' min. to 15' max. ²	10' min. to 20' max. ¹ +10' above 4 th floor	5' min. to 15' max. ¹	10' min. to 40' max.
Side setback	30' min.	8' min.	0' min. (attached) 5' min. (detached)	0' min. (attached) 5' min. (detached)	0' min.	5' min.	0' min. to 24' max.	10' min.
Rear setback (lot or alley)	30' min.	10' min.	5' min.	5' min.	5' min.	5' min.	5' min.	10' min.
Frontage buildout (primary street) (see Fig. 5-25)	n/a	40% min.	60% min.	60% min.	70% min.	60% min.	80% min.	40% min.
Frontage buildout (all other streets)	n/a	30% min.	30% min.	30% min.	30% min.	30% min.	30% min.	30% min.
Lot and Block Standards								

Maximum block perimeter	n/a	2,400 linear ft.	2,000 linear ft.	2,000 linear ft.	2,400 linear ft.	2,000 linear ft.	3,000 linear ft.	4,000 linear ft.
Lot width	n/a	48' min.	18' min., 200' max.	18' min., 200' max.	18' min., 180' max.	18' min., no max.	18' min., no max.	n/a
Lot depth	n/a	80' min.	60' min., 200' max.	60' min., 200' max.	no min., 180' max.	no min., no max.	no min., no max.	n/a
Impervious surface area (%)	n/a	60% max.	70% max.	70% max.	no max.	80% max.	90% max.	70% max.
Building Height								
Minimum building height	n/a	14'	16'	16'	22'	22'	22'	16'
Maximum building height	1 story	3 stories	3 stories	3 stories ³	5 stories ⁴	5 stories (+3 bonus)	8 stories	10 stories
Ground floor elevation ⁵ (above sidewalk or finished grade)	n/a	24" min.	6" max. (non-resid.) 24" min. (resid.)	6" max. (non-resid.) 24" min. (resid.)	6" max. (non-resid.) 24" min. (resid.)	6" max. (non-resid.) 24" min. (resid.)	6" max. (non-resid.) 24" min. (resid.)	6" max. (non-resid.) 24" min. (resid.)
Ground floor ceiling height ⁶	n/a	9' min	9' min.	12' min.	12' min.	12' min.	12' min.	12' min.
Upper floor(s) ceiling height ⁶	n/a	9' min	9' min	9' min	9' min.	9' min.	9' min	9' min
Allowed Encroachments								
Allowed frontage types	n/a	Porch, stoop	Forecourt, porch, stoop	Shopfront, forecourt, stoop, gallery/arcade	Shopfront, forecourt, stoop, gallery/arcade	Shopfront, forecourt, stoop, gallery/arcade	Shopfront, forecourt, stoop, gallery/arcade	n/a

Notes: See section 14-5-8 for supplemental standards for gas stations, drive-through facilities, auto-related uses, large footprint buildings, civic buildings, and self-storage facilities.

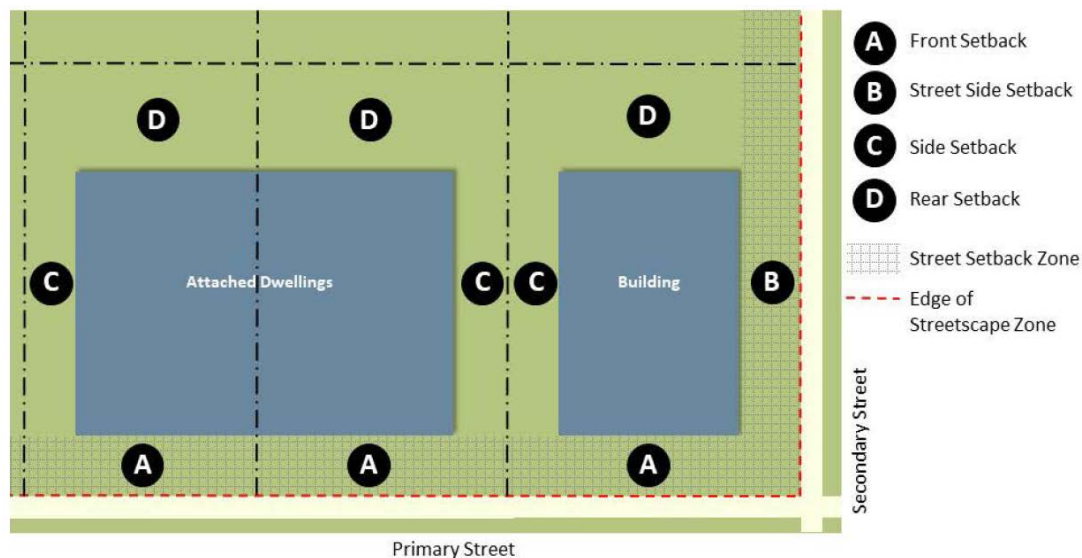
1. Street façades must be built to the min. setback for the first 30' on a corner.
2. 0' minimum along Broadway
3. 4 stories allowed along Emmett Street and Bryan Street for civic uses.
4. 3 stories maximum for buildings fronting on Broadway.
5. See LDC chapter 14-9-1 for properties in a special flood area.
6. Measured from finished floor to finished ceiling.

D. Building setbacks.

The placement of a building on a site is critical to creating a coherent public realm. Urban development forms seek to support and foster pedestrian trips. Therefore, buildings need to be constructed in closer proximity to streets and sidewalks but not so close that the public realm is diminished. Table 5-2 contains the required setbacks by transect zone and Figure 5-21 shows the location of each of the required building setbacks. See section 14-5-7.C and Table 5-2 for building frontage buildout requirements, which are closely tied to the side setback requirements.

The front and street side setbacks shall be measured from the property line if there is sufficient area within the right-of-way to accommodate a streetscape zone as specified in subsection E below. Otherwise, the building setbacks shall be measured from the edge of the streetscape zone.

Figure: Building Setbacks



E. Streetscape zone.

The space between the back of the curb and the back of the sidewalk is known as the streetscape zone and is intended to accommodate a public sidewalk and the furnishing zone (see Figure 5-22). Due to the lack of right-of-way to accommodate adequate streetscape zones along all streets, some development applicants will be required to dedicate an easement to the city to accommodate such zone. The reconstruction of the streetscape zone shall be the responsibility of the development applicant. If the requirements cannot be met due to existing conditions or site constraints, the director has the ability to adjust or waive the requirement to construct the improvements required by this subsection.

The design of the streetscape zone shall be as follows:

1. Sites located along Vine Street, Hoagland Boulevard, Martin Luther King, Jr. Boulevard, Dyer Boulevard, Thacker Avenue, John Young Parkway, Main Street, Broadway, Neptune Road, Michigan Avenue, and Emmett Street shall provide a 20-foot-wide minimum streetscape zone, where there shall be a 12-foot sidewalk and an eight-foot furnishing zone. If on-street parking is provided, it may be interspersed with the furnishing zone.
2. Sites located along all other streets shall provide a 14-foot-wide streetscape zone, consisting of a six-foot-wide sidewalk and an eight-foot-wide furnishing zone.

3. The design of the streetscape zone shall be coordinated with city staff. Provisions shall be made to connect existing and new sidewalks that have different alignments (see Figure 5-23).

Figure 5-22: Sidewalk Zone and Setback Zone

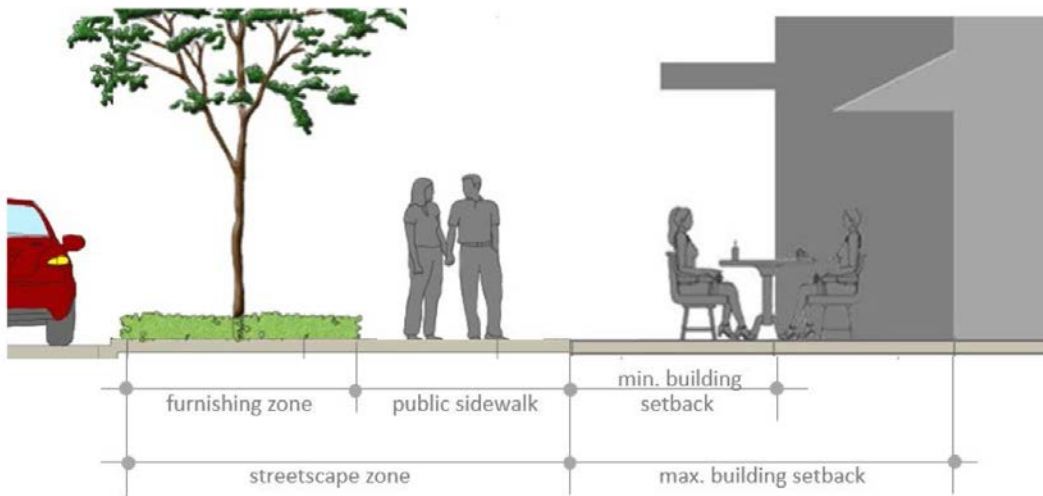
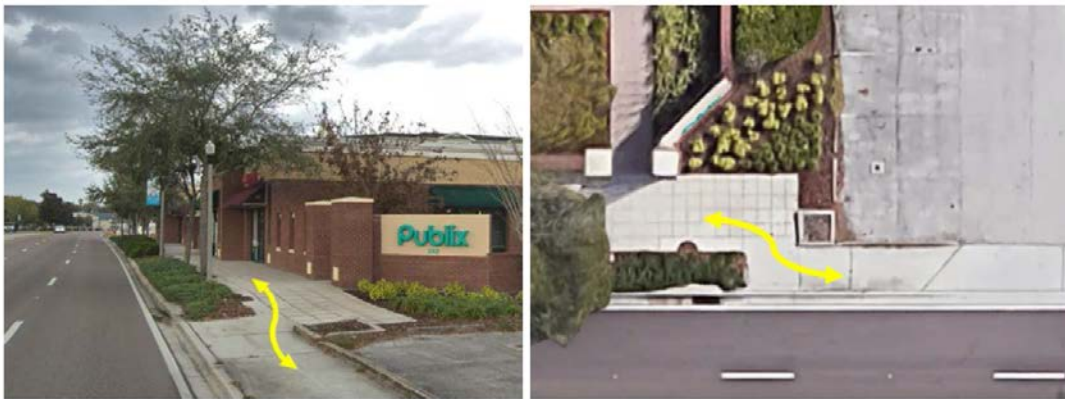


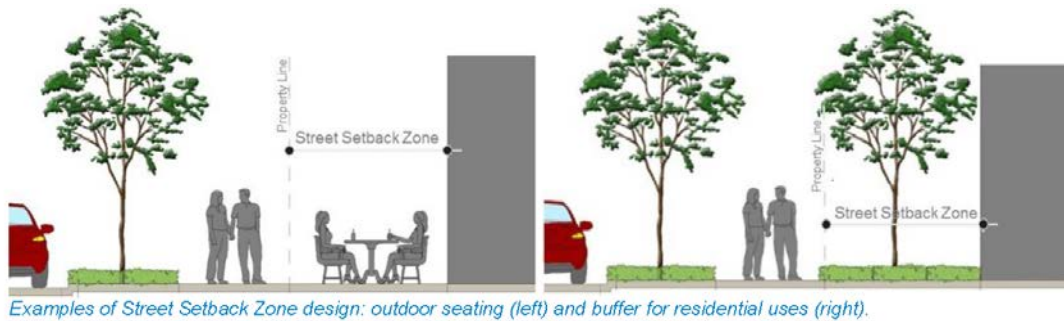
Figure 5-23: Connecting Existing and New Sidewalks



- F. *Front and street side building setback zone design.* The intent of the front and street side building setbacks (the area between the back of the sidewalk and the building) is to provide a transition, both physical and visual, from the street to the building. The zone created by the setback should vary in design depending on the level of privacy desired along the building façade. Commercial buildings usually have a setback zone designed to attract customers into the building, while residential, hotel and office buildings often have a setback zone designed to provide privacy to the ground floor spaces, as shown on Figure 5-24. Accessibility (ADA) laws shall be observed.
1. Elements such as balconies, bay windows, awnings, canopies and similar elements may encroach into the front setback but shall not extend into the public right-of-way except along Broadway where these elements are allowed to encroach into the public right-of-way. The property owner is required to enter into a right-of-way agreement establishing the property owner's responsibility for repairing any

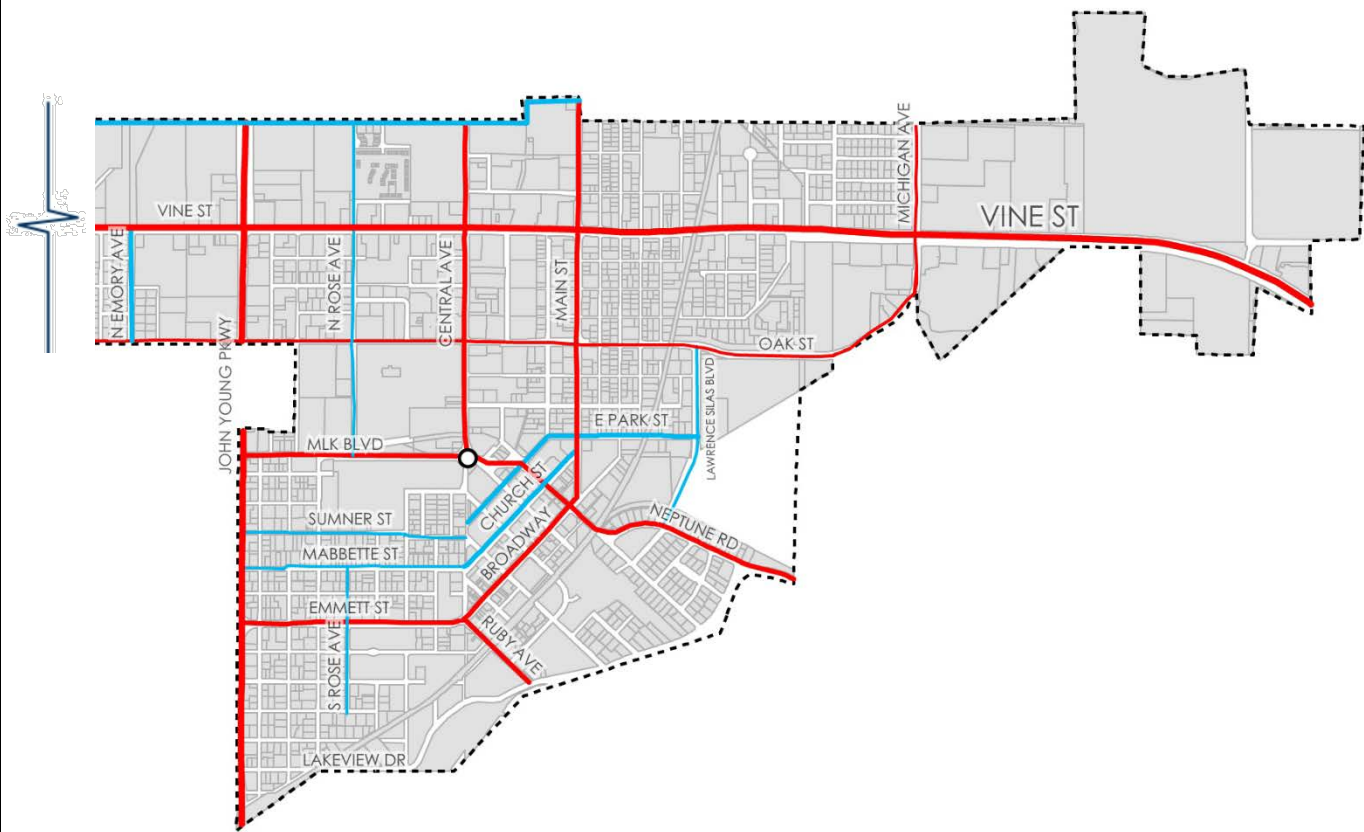
damage that may result from public maintenance or improvements. Appurtenances along a public right-of-way shall have a minimum underside clearance of eight feet.

Figure 5-24: Examples of Street Setback Zone Activity



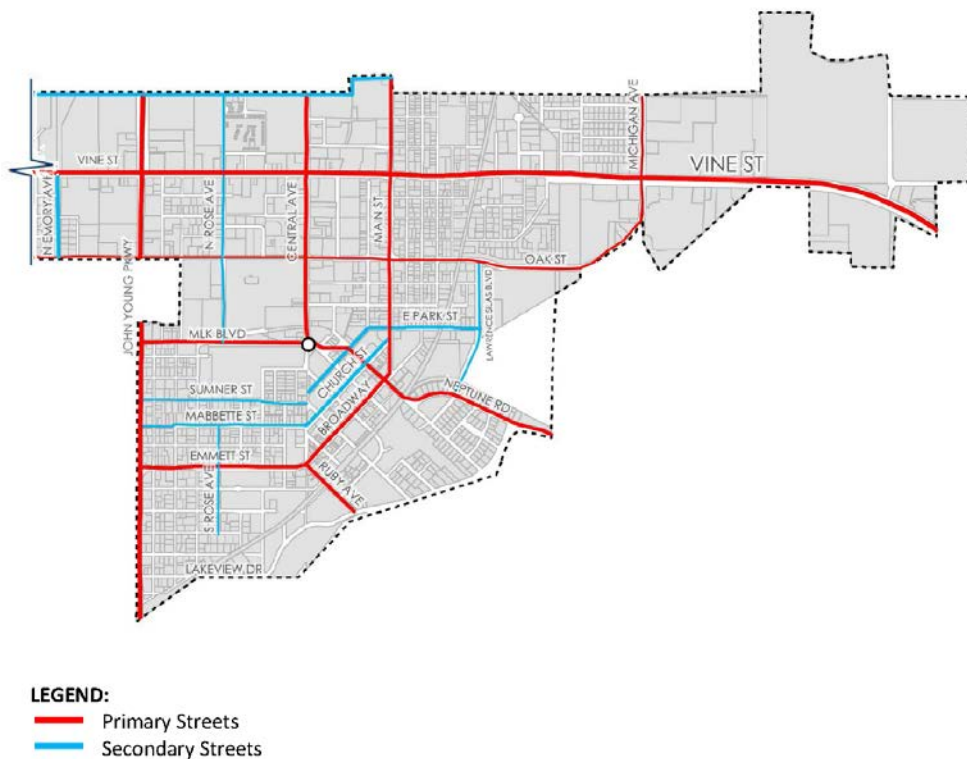
2. Street setback zones in front of uses that benefit from pedestrian interaction along the front façade shall include urban landscaping such as containers and/or planter boxes that complement the building mass and architecture.
3. Street setback zones in front of uses that do not require pedestrian interaction along the façade (e.g., offices, hotels, multi-family) may be landscaped with a combination of intermediate (understory) trees, palms, shrubs, vines and/or ground covers.
4. Street furniture such as benches, trash receptacles, and/or bicycle racks may be installed within the street setback zone.
5. Outdoor dining is permitted within street setback zones as long as restaurants are a permitted use in the transect zone (See section 14-6-9, Outdoor Dining).
6. Retail uses in T5 and T6 may use the street setback zone for outdoor display of merchandise, as defined in chapter 14-2, subject to the restrictions of section 14-6-11, Outdoor Display of Merchandise.
7. Outdoor dining and display of merchandise may be located within a public sidewalk if the business is located along Broadway where the buildings are placed at the right-of-way line. No display shall block a building entrance or obstruct the sidewalk in such a manner that there is less than a five-foot-wide pedestrian path.
8. Elements within the street setback zone (landscaping and architectural features) shall comply with the sight triangle requirements.

Figure 5-25: Street Hierarchy



LEGEND:

- Primary Streets
- Secondary Streets



(Code 1995, §§ 14-2-16—14-2-42; Ord. No. 3034, § 1(14-5-6), 8-4-2020)

14-5-7. Building standards.

This section establishes standards for building design. The standards apply to all transect zones.

A. *Building massing.*

1. Buildings shall be articulated as shown in Table 5-3. The purpose of this requirement is to break down large volumes into smaller volumes grouped together. In no event shall buildings exceed a height to width ratio of 1:3 or the length noted in the table, whichever is less, without providing a substantial volume break, which may consist of a projection or recess, a tower or bay, and/or an architecturally prominent entrance (see Figures 5-26 and 5-27). Vertical and horizontal projections and recesses shall have a minimum depth as noted in Table 5-3.

Table 5-3: Building Massing

	T2 & T3	T4 (O & R)	T5 (U & M)	T6	SD
Building length	75' max.	NA	NA	NA	NA
Articulation spacing	Every 30'	Every 50'	Every 75'	Every 75'	Every 75'
Projection/recess depth	2' min.	3' min.	3' min.	3' min.	3' min.

2. Roofs or assemblies of roofs shall also be articulated to reduce building mass. Roof heights shall vary using the parameters listed in subsection 1, above.
3. Buildings on corner lots and buildings that terminate vistas shall incorporate distinctive architectural treatments to emphasize their prominent location.

Figure 5-26: Massing

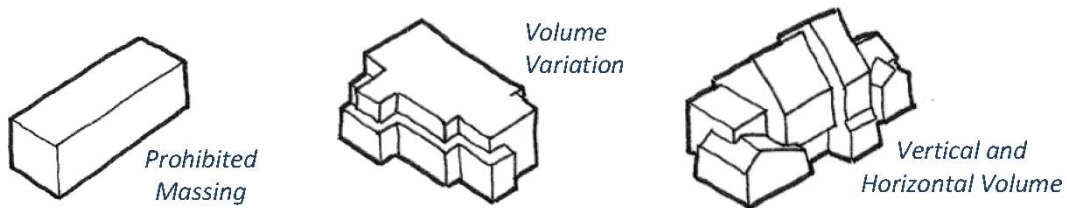
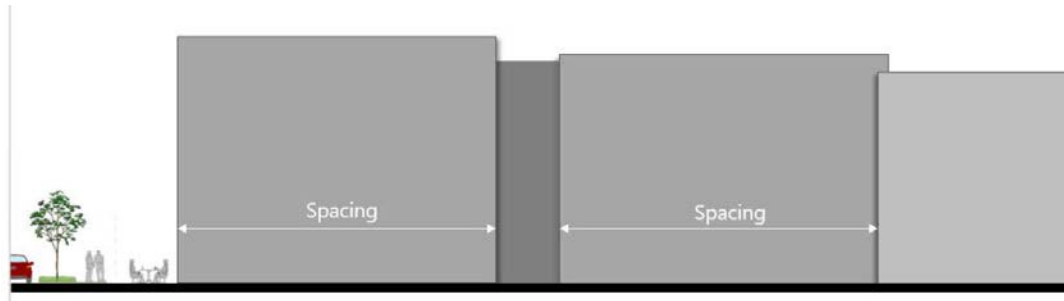


Figure 5-27: Examples of Building and Roof Articulation



- B. *Building and floor height.* Table 5-2 establishes the minimum and maximum building and floor heights for each transect zone. The following standards shall also apply:
1. Towers and cupolas are designed to extend above the roofline and are generally intended to be visual landmarks. They are commonly used to terminate vistas. See Figures 5-28 and 5-31.
 - a. In those locations where a terminated vista is indicated on the special requirements plan, towers/cupolas shall be provided as follows:
 - i. Towers/cupolas with a footprint smaller than 30 feet by 30 feet may extend up to 30 feet above the designated height limit.
 - ii. Towers/cupolas with a footprint smaller than 20 feet by 20 feet may extend up to 40 feet above the designated height limit.
 - b. Towers/cupolas are also permitted in all other locations. However, in locations not indicated as a terminated vista on the special requirements plan, towers/cupolas shall not exceed 30 feet by 30 feet in footprint and shall not exceed 20 feet above the height limit.

Figure 5-28. Small Footprint Tower (top) and Cupola (bottom)



2. Any building over four stories in height shall step back a minimum of ten feet after the fourth story or provide articulation in the façade to differentiate the base four stories of the building from the top (Figure 5-29).

Figure 5-29. Height Step Back



3. In the T4 and T5 zones, an additional building setback of one foot over the minimum required building setback for each foot of building height above two stories shall apply to buildings adjacent to a single family residentially-zoned or T3 property. Developers may elect to apply the setback to:
 - a. Each floor above the second story (step back approach, see Figure 5-30 - Option A); or
 - b. To the entire façade (Option B); or
 - c. A combination of the two (Option C).

Figure 5-30. Setback Options Abutting Sing-Family Residential Zoning

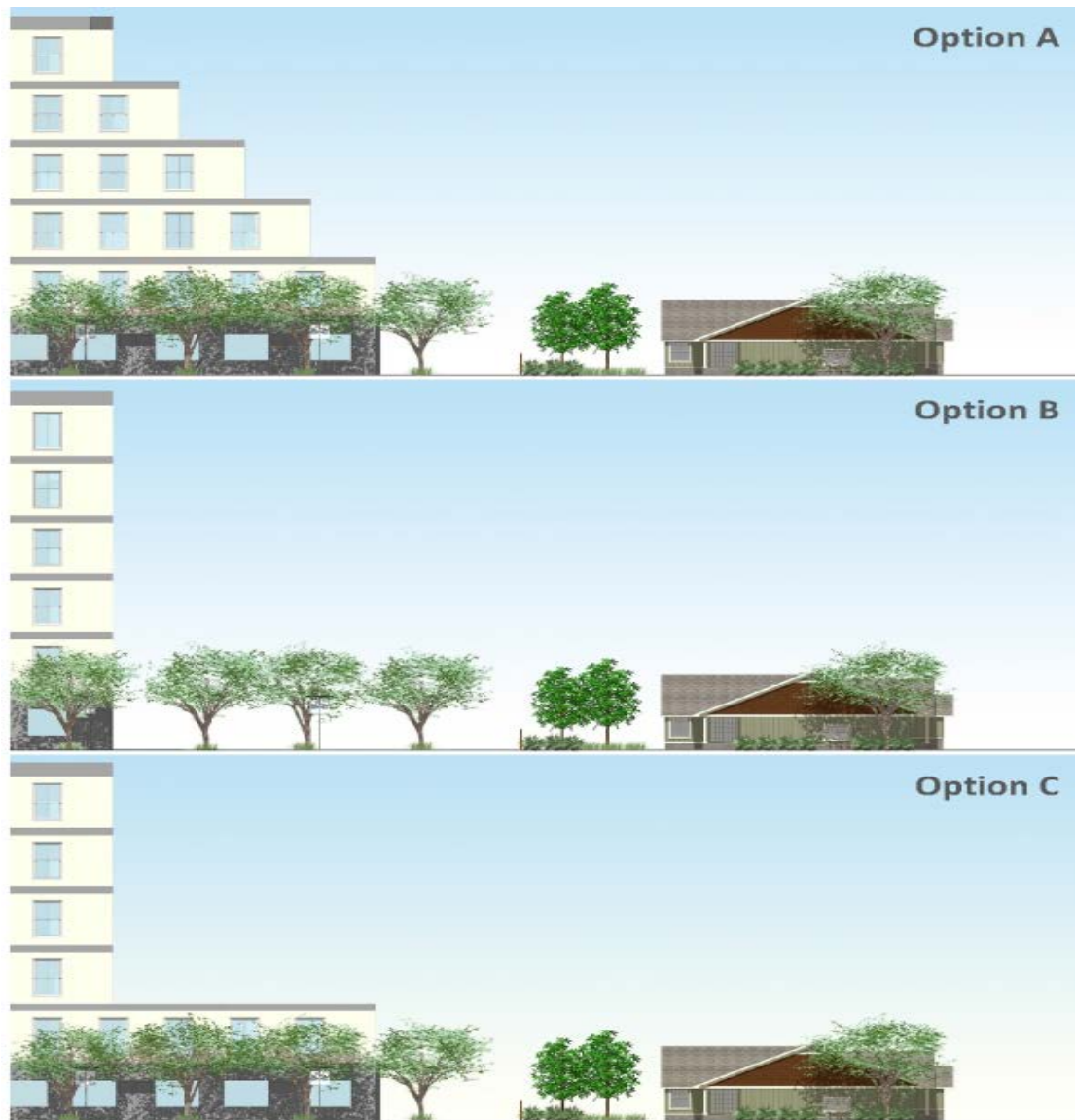


Figure 5-31. Examples of Small Footprint Towers/Cupolas

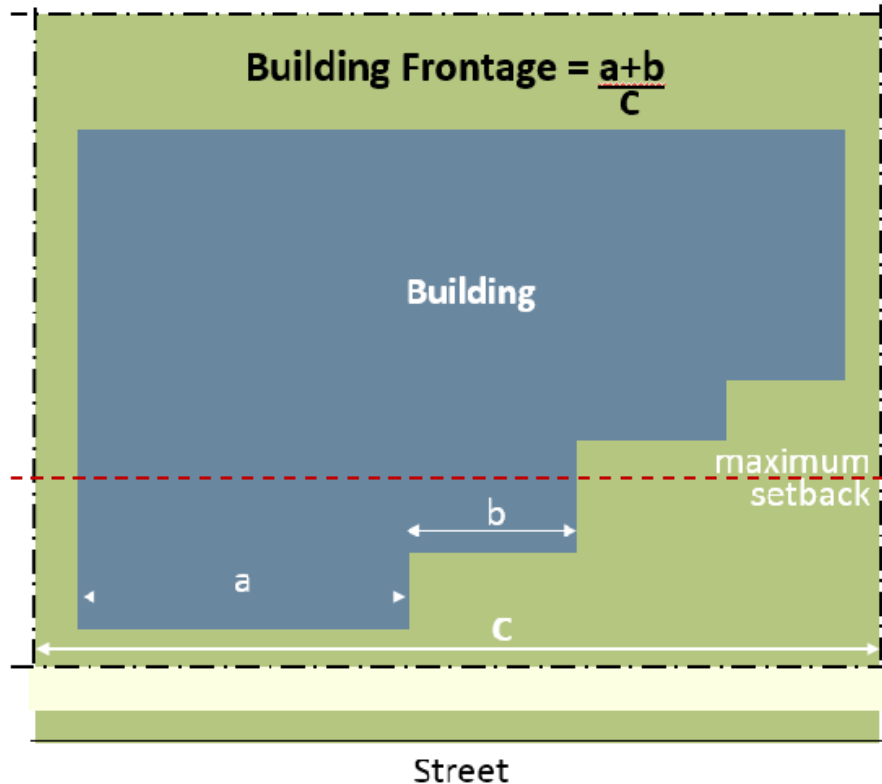


The additional setback/step-back requirement may render some sites ineligible for the maximum permitted height. The first 50 feet of the rooftop closest to the single family zoned lot shall not be occupied by active uses that may produce noise and affect the adjacent residential units (open air restaurant, bar, etc.).

4. Stories shall not exceed 14 feet in height from finished floor to finished ceiling, except for a ground floor non-residential function, which shall not exceed 25 feet. A single story exceeding 14 feet, or 25 feet for ground floor non-residential, shall be counted as two stories. Mezzanines extending beyond 33 percent of the floor area shall be counted as an additional story.
- C. *Building frontage buildout.* The purpose of the following building frontage buildout requirements is to ensure façade continuity and activity along the street, in addition to avoiding large expanses of blocks that are not framed by buildings. The building frontage buildout standards are stated in Table 5-2 as a

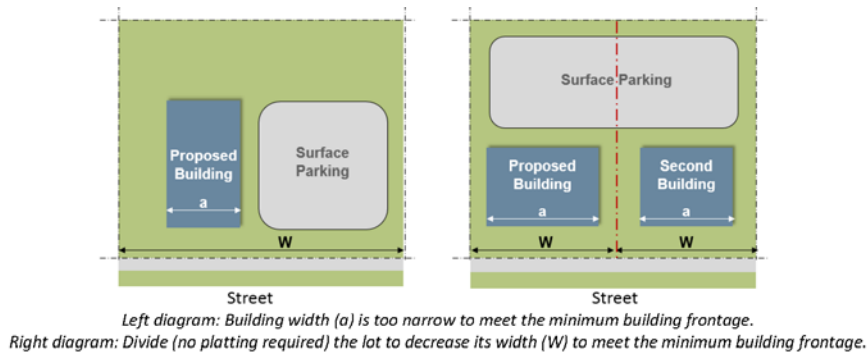
proportion of the building width (within the required building setback and including porches) relative to the width of the development site. Portions of the building façade outside the required building setbacks do not count as building frontage (see Figure 5-32).

Figure 5-32. Building Frontage



1. For parcels with two street frontages (e.g., corner lots), Table 5-2 specifies the requirements for each street frontage, primary vs. all other streets (see Figure 5-25). If both street frontages have the same priority, the requirement shall apply along both streets. Lots with more than two frontages shall meet the standards along two streets, giving priority to the primary frontages. Any frontages that do not meet the standard shall have a street wall for the length of the frontage (excluding access points).
2. In the event the proposed building width is too narrow to meet the minimum building frontage buildout requirement, the applicant shall have the option to separate the development into smaller sites that meet the dimension requirements, as shown on Figure 5-33. No platting will be required, but the concept plan shall show the new lots as available for future development and may not include any improvements other than an optional street wall delineating the site.

Figure 5-33. Exceptions to the Building Frontage

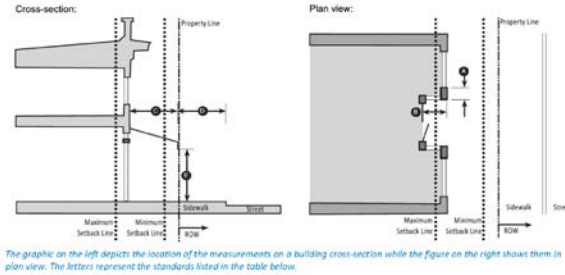


3. In the case where the required building frontage cannot be met due to the need to provide vehicular access from the street, a gateway, arch, or similar feature shall be provided to preserve the block continuity and may be counted toward meeting the building frontage requirement, as shown on Figure 5-34.

Figure 5-34. Gateway Feature



4. Single family, duplex, townhomes, live-work units, libraries, places of religious assembly, public utility buildings, and schools (elementary, middle and high) are not subject to the minimum frontage requirements.
 5. Drive-through facilities proposed as part of a development subject to the requirements of this section must be designed to comply with the building frontage requirements.
 6. No maximum lot width is prescribed for development within some of the transect zones. However, the width of a lot shall not be justification for not meeting the building frontage requirements.
- D. *Building frontage design.* Building frontages, where used, shall conform to the standards contained in this section and the American with Disabilities Act (ADA). The illustrations and photographs provided are for illustrative purposes and need not be interpreted literally with regard to architectural styles. Adjustments to the dimensions may be approved by staff to incorporate these building frontages into existing developments.
1. *Shopfront.* Shopfronts are required along Broadway and nearby streets (see Figure 5-2) and optional along other streets as shown in Table 5-2.
 - a. *General standards for shopfronts.*



(i) Description		
The front façade of the building is located between the minimum and maximum setback lines, inclusive, and shall include a canopy or awning element along most of the frontage. Appurtenances may not encroach into the public right-of-way, except along Broadway where frontage elements may encroach into the public right-of-way barring any additional restrictions by the public entity that has control over the public right-of-way.		

(ii) Size		
Distance between glass panels	2' max. (horizontal)	Ⓐ
Door recess	5' max.	Ⓑ

(iii) Canopy or awning		
Depth	6' min.	Ⓒ
Width, cumulative	70% min. of proposed façade width within setback	
Setback from curb	2' min.	Ⓓ
Height, clear	8' min.	Ⓔ

(iv) Miscellaneous		
Doors may be recessed if the façade is at the minimum setback line.		
Open ended awnings are encouraged.		
Domed, bubble, and hoop style awnings are prohibited.		

Figure 5-35. Shopfronts



b. *Additional standards for shopfront design.*

- i. The top of all shopfront window sills shall be between one and three feet above the adjacent sidewalk.
- ii. Shopfront windows shall extend up from the sill at least eight feet above the adjacent sidewalk.
- iii. Shopfronts shall have an expression line above, between the first and second story.
- iv. Shopfront windows may not be made opaque by window treatments (except operable sunscreen devices within the interior space). Zero percent transparent glass, such as reflective and frosted glass, is prohibited on shopfronts.
- v. Doors or entrances for public access shall be provided at intervals no greater than 50 feet, unless otherwise approved by the city. The intent is to maximize street activity, to provide pedestrians with frequent opportunities to enter buildings, and to minimize any expanses of inactive wall.
- vi. Shopfront doors shall contain at least 60 percent transparent glass. Solid doors are prohibited.
- vii. The minimum depth of the retail space behind each shopfront on the primary façade shall be 35 feet. This ensures that the area behind shopfronts is sufficient enough to be an actively used retail space.

Figure 5-36. Anatomy of a Shopfront

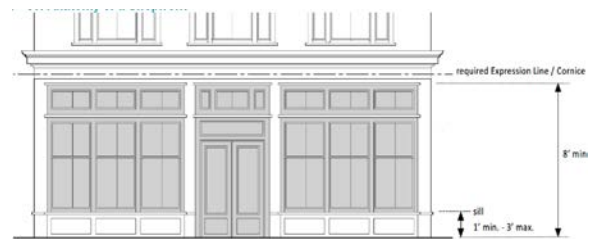
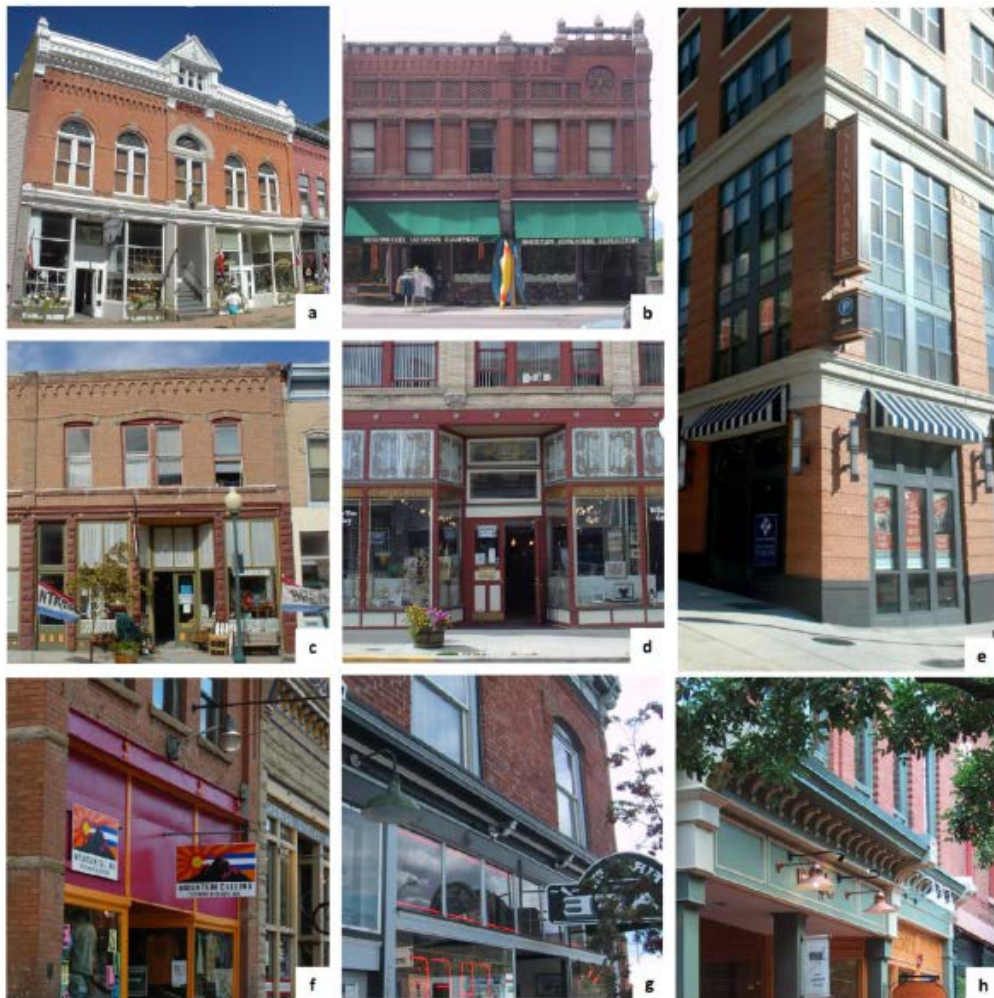
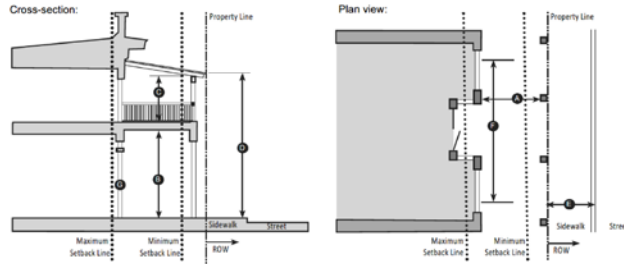


Figure 5-37. Examples Shopfronts



a-e Examples of façades with appropriate transparency
f-h. Examples of expression lines

2. Gallery/arcade.



The graphic on the left depicts the location of the measurements on a building cross-section while the figure on the right shows them in plan view. The letters represent the standards listed in the table below.

(a) Description

The front façade of the building is located between the minimum and maximum setback lines, inclusive, and the gallery/arcade element overlaps a walkway, eliminating the need for an awning, canopy, or marquee. The gallery/arcade may not encroach into the public right-of-way, except along Broadway where the gallery/arcade may encroach into the public right-of-way barring any additional restrictions by the public entity that has control over the public right-of-way. This frontage type is intended for buildings with ground-floor commercial or retail uses and may be one or two stories in height.

(b) Size

Depth, clear	8' min.	Ⓐ
Ground floor height, clear	10' min.	Ⓑ
Upper floor height, clear	9' min.	Ⓒ
Height	2 stories max.	Ⓓ
Setback from curb*	2' min.	Ⓔ
Width	75% of façade width min.	Ⓕ

* Along Broadway only. Minimum distance may be greater based on restrictions by the public entity that has control over the public right-of-way.

Figure 5-38: Galleries/Arcades

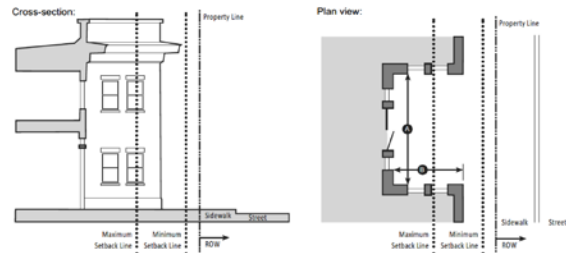


A two story wood framed gallery



A gallery with slender metal columns (left) and masonry (right)

3. Forecourt.



The graphic on the left depicts the location of the measurements on a building cross-section while the figure on the right shows them in plan view. The letters represent the standards listed in the table below.

a. Description

The primary portion of the building's front façade is between the minimum and maximum setback lines, inclusive, while a small percentage is set back, creating a courtyard space. This space can be used as an apartment or office entry court, garden space, or for outdoor seating or dining.

b. Size		
Width, clear	12' min., 50% of front façade or 50' (whichever is less) max.	Ⓐ
Depth, clear	12' min., 40' max.	Ⓑ

c. Miscellaneous

Forecourts are especially useful along larger, more auto-dominant thoroughfares in order to provide well-shaped, intimately sized public outdoor spaces.

Figure 5-39: Forecourts



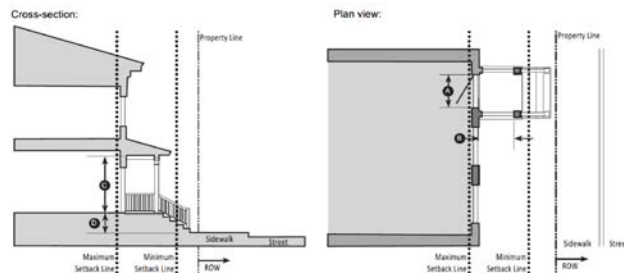
Elevated Forecourt



A forecourt functioning as an entry court

4. Stoop.

4. Stoop



The graphic on the left depicts the location of the measurements on a building cross-section while the figure on the right shows them in plan view. The letters represent the standards listed in the table below.

(a) Description

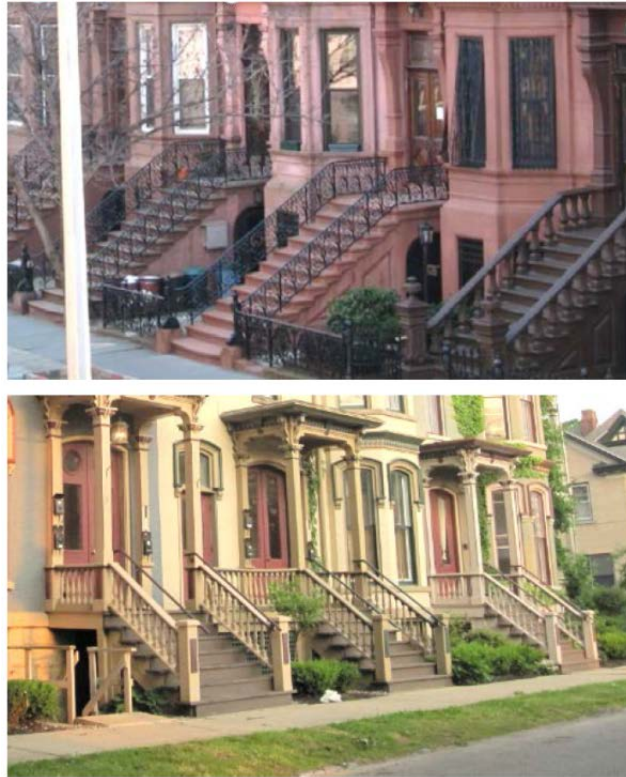
The front façade of the building is between the minimum and maximum setback lines, inclusive, and the elevated stoop projects forward. Stoops are typically used in conjunction with residential and lodging uses, but may also be used in conjunction with office uses. The stoop is used to access a first floor that is elevated above the sidewalk to ensure privacy within the building. Stairs from the stoop may descend forward or to the side. Stoops may extend forward of the minimum setback line, but shall not extend into the public right-of-way.

(b) Size		
Width, clear	5' min., 8' max.	Ⓐ
Depth, clear	5' min., 8' max.	Ⓑ
Height, clear	8' min.	Ⓒ
Height	1 Story max.	
Finish level above sidewalk	24" min.	Ⓓ

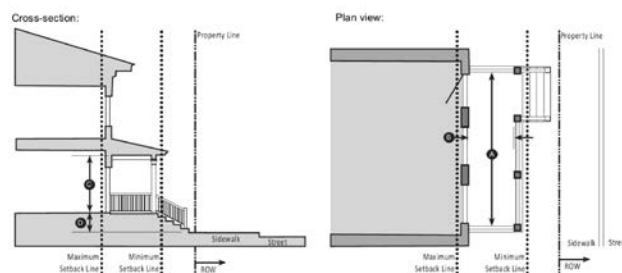
(c) Miscellaneous

Stairs may be perpendicular or parallel to the building façade.

Figure 5-40: Stoops



5. Porch.



The graphic on the left depicts the location of the measurements on a building cross-section while the figure on the right shows them in plan view. The letters represent the standards listed in the table below.

a. Description

The front façade of the building is between the minimum and maximum setback lines, inclusive, and the porch projects forward. The porch is used to access a first floor that is elevated above the sidewalk to ensure privacy within the building. A porch is large enough to function as an outdoor living space. Stairs from the porch may descend forward or to the side. Porches and stairs from the porch may extend forward of the minimum setback line but shall not extend into the public right-of-way.

b. Size		
Length, clear	10' min.	Ⓐ
Depth, clear	8' min.	Ⓑ
Height, clear	8' min.	Ⓒ
Height	2 stories max.	
Finish level above sidewalk	24" min.	Ⓓ

Figure 5-41: Porches



A 2-story porch on a single-family home



A wraparound porch located close to the sidewalk

E. Façade articulation.

1. façades facing a street or public space shall not exceed 20 horizontal feet and ten vertical feet without including at least one of the elements listed below:
 - a. Storefront awnings, marquees, galleries/arcades, forecourts, stoops, or porches.
 - b. Overhangs of no less than three feet in depth.
 - c. Raised cornice/parapets over a door.
 - d. Expression line between floors.

- e. An offset, column, reveal, void, projecting rib, band, cornice, or similar element with a minimum depth of six inches.
 - f. Peaked roof forms.
 - g. Clock or bell towers.
 - h. Balconies.
 - i. Windows or doors.
 - j. Any other treatment that meets the intent of this section and is approved during the review of the development plan.
2. Columns and posts shall not be spaced further apart than they are tall.
 3. A solid band of colors or group of strips, without a change in plane or material, shall not be used for architectural detail (Figure 5-42).

Figure 5-42: Color Bands

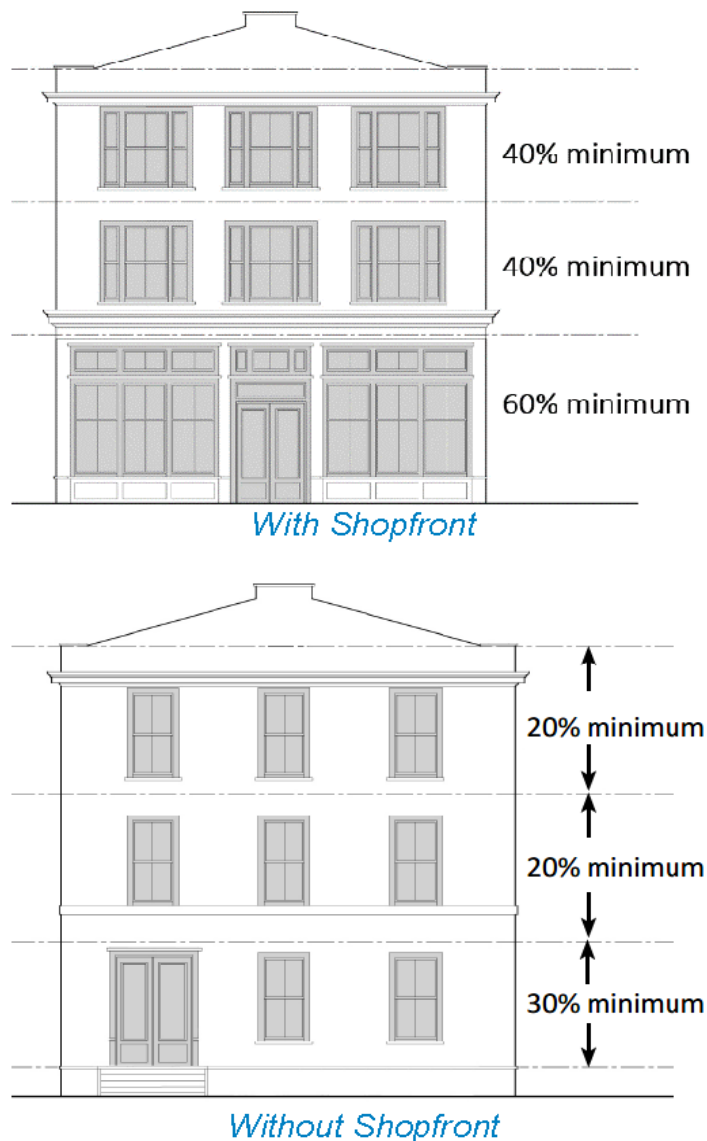


F. Doors and windows.

1. The primary entrance of every building must directly face a street or a forecourt (see section 14-5-7.D.3). Additional building entrances are permitted. Corner lots shall orient the primary entrance to the primary street or may provide a corner entrance. If they have frontage on more than one primary street, the director shall determine which street the main entrance must face.
2. Public entry and exit doors which swing outward shall be recessed into the façade a minimum of three feet where the sidewalk abuts the building.
3. Door and window openings shall include a structural lintel above to express the conveyance of building weight.
4. Windows and doors shall be vertically proportioned or subdivided to appear vertical.
5. In order to provide clear views of merchandise in stores and enhance the pedestrian shopping experience, the first-floor windows of all buildings with frontage on a primary street, as defined in this chapter, shall remain unblocked for at least 60 percent of the surface of the window (this does not include any signs that may be permitted by chapter 14-11).
6. Interior shelves or furniture shall not fully or partially block windows used to meet the transparency and fenestration requirements.

-
7. Windows and doors shall utilize clear glass with no less than 90 percent visible light transmission (VLT, percentage of light that passes through the window) for retail establishments, and 50 percent for office and residential uses. Glass block is not considered transparent and shall not count toward the minimum fenestration requirement.
 8. All building façades fronting on a street or public space shall meet the minimum fenestration requirements outlined herein. Fenestration refers to the arrangement of windows and doors along a façade. The percentage of fenestration per story shall be calculated within the area between finished floor and finished ceiling and shall be a total percentage of doors and windows along that portion of the façade.
 - a. *Buildings with shopfront (Figure 5-43).*
 - i. Minimum building façade fenestration for ground story: 60 percent and shall allow a view of at least five feet of interior space.
 - ii. Minimum building façade fenestration for upper stories: 40 percent.
 - b. *Buildings without shopfront (Figure 5-43).*
 - i. Minimum building façade fenestration for ground story: 30 percent.
 - ii. Minimum building façade fenestration for upper stories: 20 percent.

Figure 5-43: Façade Fenestration



- G. **Building materials.** Façade materials visible from the street shall be selected on compatibility with the building style and neighborhood character.
1. **Permitted façade materials.** Stucco, brick, "hardie-plank" siding, wood lap board siding, and stone.
 2. **Prohibited façade materials.** Cedar shakes, wood shingles, or shakes; metal/steel walls; corrugated or reflective metal panels (not intended to prohibit metal roofs or architectural accents); unfinished block, textured plywood, mirrored glass, plastic siding, tile (except as an architectural accent), chain link fencing, and polyurethane and polystyrene foam products (except as an architectural accent).
 3. **Material changes.**

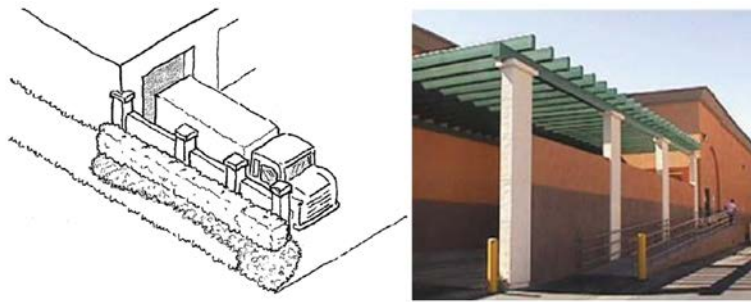
-
- a. When materials are combined on a building façade horizontally, heavier materials shall occur below lighter materials.
 - b. Changes from one material or color to another along the horizontal direction shall occur at "inside corner" transitions (Figure 5-44).

Figure 5-44: Material or Color Changes



- c. Changes in material or color along the vertical direction shall occur at a hard-edge "bump-out" transition which gives materials a surface to terminate against.
- H. *Foundation screening.* Foundations lifted several inches above ground level are typical in Florida. These spaces between the ground and the base of the building shall be screened with durable materials including painted lattice or brick, wood paneling, stucco or stone. Additionally, shrubs shall be planted along this foundation line to soften the architectural edge.
- I. *Service areas & mechanical equipment.*
 - 1. Service areas, including waste disposal containers, mechanical equipment, loading docks/spaces, satellite dishes, air conditioning equipment and similar, shall be located in the rear or to the side of buildings and screened from view from adjacent public rights-of-way and pedestrian walkways (not including rear alleys). Where possible, they shall be incorporated into the primary building design (Figure 5-45).
 - 2. Service areas shall not be located within 50 feet of single family residentially zoned lots.
 - 3. Loading docks, overhead doors, and other service features shall not be located across from T-5 or T-6 primary façades or across from civic spaces.
 - 4. See section 14-10-8 for dumpster standards.

Figure 5-45: Service Area Screening



5. If mechanical equipment is located at-grade, and is visible from an adjacent street or sidewalk, it shall be inset into the building façade and screened with doors, or screened by a fence or street wall (see Figure 5-46). For the purposes of these standards, mechanical equipment shall include any heating, ventilation, and air conditioning (HVAC) or electrical machinery but also includes air compressors, hoods, mechanical pumps, exterior water heaters, water softeners, utility and telephone company transformers, meters or boxes, garbage cans, storage tanks, generators, geothermal wells, and similar elements. Electric vehicle (EV) chargers are not deemed mechanical equipment.

Figure 5-46: Mechanical Equipment Screening



6. Rooftop mechanical equipment shall be integrated into the overall mass of a building by screening it behind parapets or by recessing equipment into hips, gables, parapets, or similar features (see Figure 5-47).

Figure 5-47: Rooftop Units Screening



7. Rooftop equipment shall be set back from the edge of the roof by a distance at least equal to the height of the screening in order to minimize visibility from surrounding streets.
8. Shopping cart storage shall be located inside the building or shall be screened by a four-foot wall consistent with the building architecture and materials.
9. Shopping cart corrals in the parking lot shall meet the requirements of section 14-4-6.D.5.
10. Electrical transformers and other utility equipment shall be screened from public view on all sides.

(Ord. No. 3034, § 1(14-5-7), 8-4-2020)

14-5-8. Supplemental site and building standards.

- A. *Gasoline service stations.* Service stations are auto-oriented uses and may be permitted as shown in Table 5-2. However, all gas stations shall meet the standards of this document and the following provisions:
 1. A ground-floor shopfront (convenience store or service building) shall be located in the front of the site (see Figures 5-48 and 5-49) meeting the required setback of the transect zone. All pumps, parking and service bays shall be located to the side (interior only) or rear of the main building.

Figure 5-48: Gas Station With Ground-Floor Shopfront that Defines the Frontage of the Lot

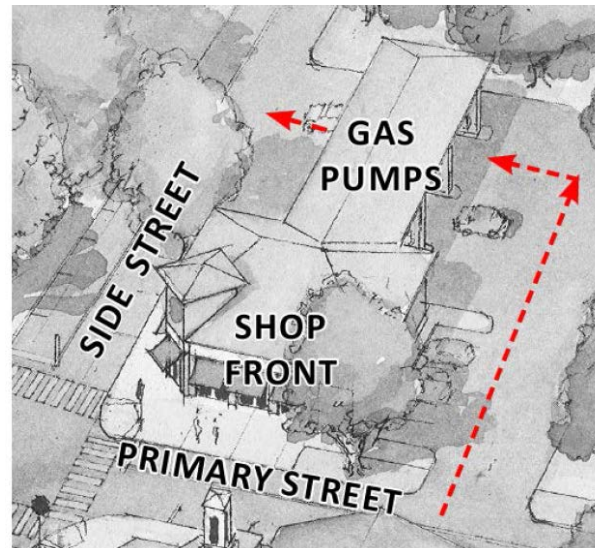


Figure 5-49: Service Station Examples



2. A street wall meeting the standards of section 14-5-11.F shall be provided to screen vehicular use areas. Landscaping (up to three feet in height) shall be provided in front of the wall to soften the treatment.
 3. Accessory car wash structures shall not exceed 20 feet in height, unless they have a hip or gable roof.
 4. Accessory car wash openings, service and storage areas, and refuse enclosures shall be oriented away from public view.
 5. Gas station canopy clearance shall not exceed 18 feet.
 6. Lighted bands or tubes or applied bands of color (other than permitted as signage) are prohibited.
 7. Site lighting shall minimize direct and reflected glare and excess brightness. Therefore, only cut-off fixtures shall be allowed.
- B. *Drive-through facilities.* Drive-through facilities are auto-oriented and therefore may only be allowed within the form-based code area if they meet the standards of this chapter. Drive-through lanes may be allowed if the use is listed in Table 5-1 and subject to the following standards:

-
1. Drive-through lanes and windows shall be located along the side or rear of buildings, away from street frontages (see Figures 5-50 and 5-51). If the use is located within a building that has a parking garage, the drive through windows/bays shall be located within the garage (see Figure 5-52).

Figure 5-50: Appropriately-Sited Drive-Throughs



Figure 5-51: Exterior Through Facilities



Figure 5-52: Interior Drive-Through Facilities





2. Drive-through sites in the downtown community redevelopment area (CRA) shall not be directly accessed from a primary street, as identified in Figure 5-25.
 3. Drive-through facilities on a separate site than the principal use shall not be allowed.
 4. Stacking lanes shall meet the requirements of section 14-6-40 (Drive-Through Facility).
- C. *Automobile sale, lease or service.* All principal and accessory structures used for automobile sale, lease, or service shall meet the setback and frontage requirements of this chapter, and shall be located and constructed in accordance with the following requirements:
1. Vehicle repair facilities are not permitted as accessory to any permitted use, unless vehicle repair is allowed as a permitted use in the transect zone.
 2. Bay openings shall be located to the side or rear of the building (see Figure 5-53) and oriented away from adjacent single family residential districts.
 3. There shall be no storage or display of vehicles outdoors. Any display of automobiles must be in the interior of the building (see Figure 5-54).

Figure 5-53: Auto Service Facility



Figure 5-54: Auto Sales Facilities



- D. *Large footprint buildings.* Large footprint buildings are those with footprints greater than 30,000 sq. ft. Examples may include a grocery store, large-format retailer, or theater. Lots may exceed the dimensions set in the transect zone standards provided such buildings comply with the following provisions:
1. façades facing civic spaces shall provide active uses (as part of the building or a separate liner building) with doors and windows facing the public space.
 2. To encourage use by pedestrians and decrease the need for solely auto-oriented patronage, large-footprint buildings must reinforce the urban character of the neighborhood and shall therefore continue a connected system of walkable blocks/street frontages (including sidewalks and street trees) through the site as part of the design of parking and drive aisles.
- E. *Civic buildings.*
1. *General.* Civic buildings may include, but are not limited to, municipal buildings, religious facilities, libraries, schools, recreation facilities, and places of assembly. They shall meet the following provisions:
 - a. The design and construction of civic buildings shall be of the highest quality to reflect the importance of these buildings within the community and with their function as landmarks in mind.
 - b. The scale of civic buildings should typically be larger than surrounding buildings in order to be more prominent and visible across greater distances.
 - c. Floor-to-floor heights and architectural details shall be proportionately larger than those of private buildings that exist or are anticipated within adjacent blocks.
 - d. Prominent roof forms and additive elements such as cupolas can visually extend the height of the building and shall be permitted by variance (see chapter 3: modification of standards). These features shall not exceed 30 feet by 30 feet in footprint and shall not exceed 20 feet above the height limit.
 2. *Building placement.* Civic buildings shall be sited in locations of particular geometric importance, such as anchoring a major public space or terminating a street vista. Flexibility in building placement allows civic buildings to be distinguished from surrounding residential and commercial buildings and to be a prominent landmark in the community.

Figure 5-55: Placement of Civic Buildings

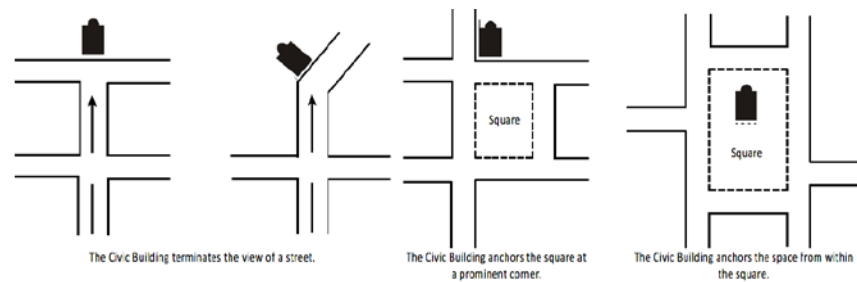
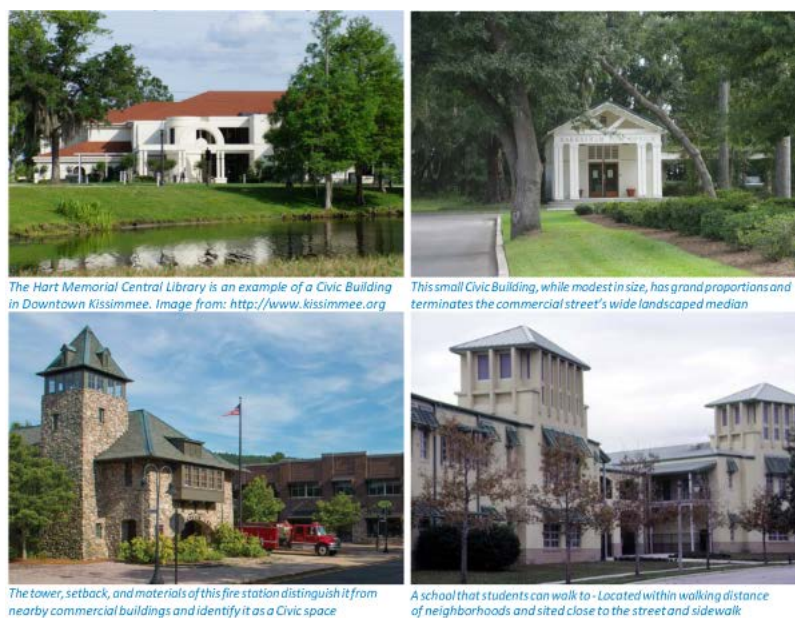


Figure 5-56: Examples of Civic Buildings



F. **Self-storage facilities.** Self-storage facilities are allowed as noted in Table 5-1. However, they shall be designed to meet the intent of the form-based code to create a pedestrian-friendly urban environment. Self-storage facilities shall be designed and constructed in accordance with the following requirements (Figure 5-57):

1. Self-storage facilities are only allowed as part of a mixed-use development, as defined in chapter 14-2, and must include retail, restaurants or office uses on the ground floor.
2. Access to the individual storage units shall not be visible from the street and may only be provided from interior spaces.
3. There shall be no outdoor storage allowed.
4. Loading docks shall be located inside the building.
5. Privacy fences or walls are not allowed around the property unless they are required by this Code.

Figure 5-57: Urban Self-Storage Facilities



~~(Ord. No. 3034, § 1(14-5-8), 8-4-2020)~~

(Ord. No. 3034, § 1(14-5-8), 8-4-2020)

14-5-9. Access, circulation and parking requirements.

The intent of the parking standards is to encourage a balance between pedestrian-oriented development and necessary vehicle storage. The goal is to construct neither more nor less parking than is needed.

- A. *Access and circulation.* Access shall be provided in accordance with chapter 14-7 and the following provisions:
1. It is the intent of the city to minimize the number of curb cuts and driveways along primary streets (depicted in Figure 5-25). Therefore, new access driveways shall not be allowed along primary streets. Sites shall be accessed from rear alleys where they exist (see Figure 5-58) and/or from secondary streets if the lot is located on a corner or has double frontage (see Figure 5-58). If no rear alley or secondary street exists, access shall be provided across neighboring properties utilizing cross-access easements (see Figure 5-59). Cross-access easements must be recorded prior to construction plan approval. The director may approve access from a primary street if none of the allowed access options listed are feasible (see Figure 5-58). If the property has frontage on two or more primary streets, the director shall make a determination on which street may have the driveway.
 2. The maximum width of vehicular driveways in the form-based code shall meet the standards of chapter 14-7, except that width may be reduced to 20 feet for two-way traffic and ten feet for one-way traffic if approved by the fire department and sanitation division on a case-by-case basis. No reductions may be approved for access driveways along primary streets within the Vine Street CRA, or if the agency with jurisdiction over the roadway does not allow it.
 3. When connecting to adjacent properties through cross-access easements is not feasible, the proposed development shall still design the site to allow for future connections.
 4. When vehicular access to the site must be directly from a primary street, the access driveways shall be designed in a way that pedestrians crossing on the sidewalk are safe. This may be achieved by using a different color or material for the sidewalk.

Figure 5-58: Vehicular Site Access

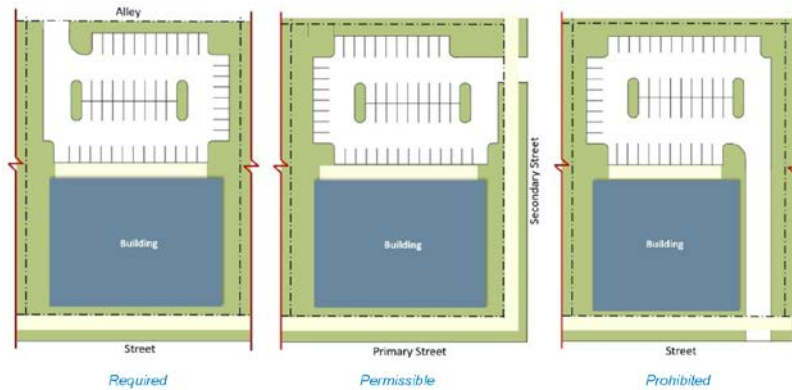
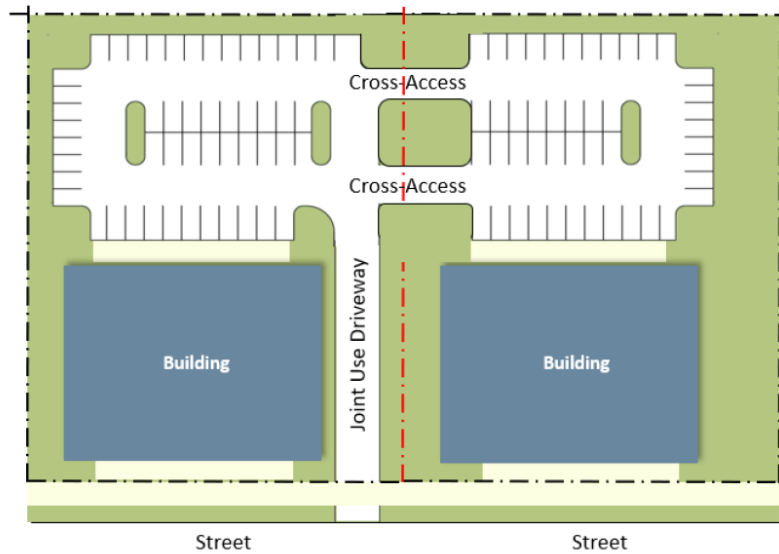


Figure 5-59: Joint Use Driveways/Cross-Access



5. Vehicular access to non-residential or mixed-use developments from/through single family residential neighborhoods shall not be allowed.
6. Circular drives are prohibited ([Figure 5-60](#)) except for civic buildings and sites in the SD transect zone.

[Figure 5-60: Example of a Circular Drive:](#)



7. Direct pedestrian access from the public sidewalk to the building shall be required for all development.
8. Pedestrian connections between parking areas and the main building entrance shall also be provided. This may be achieved through pedestrian passageways (see Figure 5-60) or sidewalks around the building. The pedestrian walkways shall be a minimum of five feet wide.
9. Safe pedestrian connections shall be provided not only along the perimeter of the blocks but also throughout the interior of development sites.
10. Pedestrian walkways within the development shall be differentiated from driving surfaces through a change in materials and/or grade elevation.
11. Developments of 50,000 gross square feet or more may be required to provide access for on-site public transit.

Figure 5-60: Pedestrian Linkages

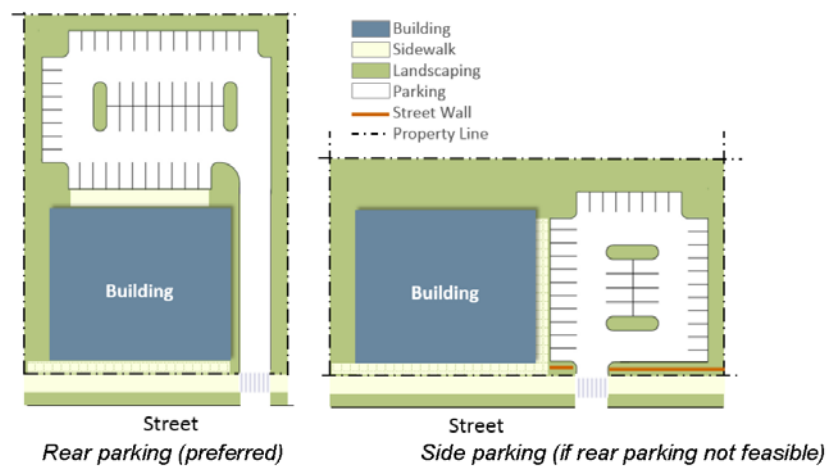


B. *Parking requirements.*

1. Parking shall be provided for each use in accordance with the minimum requirements outlined by use in chapter 14-7, except that:
 - a. Developments within the parking exemption area depicted in the special requirements plan (see Figure 5-2) is exempt from the provision of off-street parking spaces.

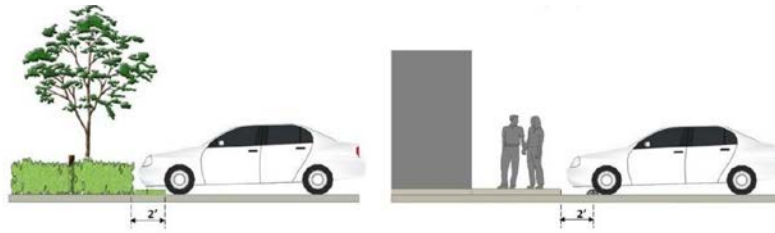
- b. Parking stalls can be reduced to 8.5' in width for up to 25 percent of the required parking spaces (not including ADA spaces) and shall be designated as "compact" at the head of the parking stall (closest to the drive aisle) using thermoplastic reflective paint that can be seen at night.
2. Parking shall be located on the same lot as the use it serves. However, on-street parking may also be counted towards the parking space requirement if the full length of the space is located directly adjacent to the site. On-street parking shall remain open to the public and cannot be reserved or dedicated for private use. Satellite parking may also be allowed if located within one-quarter mile of the building's primary entrance. See section 14-7-26 for other requirements applicable to satellite parking.
3. Parking shall be located behind the primary building or, if rear parking is not feasible, to the side of the building. The location of parking to the side of the building, however, does not exempt the development from meeting the building frontage requirements of section 14-5-7.C (Building Frontage Buildout). Parking lots located on the side shall be masked from the street by a street wall (see section 14-5-11.F).

Figure 5-6162: Parking Location



4. Surface parking areas adjacent to a street shall have at least the same setback as the building façade facing the same street. See section 14-5-11.F for street wall/fence requirements.
5. Surface parking areas abutting other sites shall be set back the distance necessary to allow for the required perimeter landscaping required in section 14-5-11.C.
6. Street-facing garages for single family, duplex, triplex or townhouse units shall be set back at least five feet from the building's front façade.
7. Parking spaces adjacent to an internal sidewalk or walkway shall not reduce the width of the sidewalk or walkway below five feet. Wheel stops placed two feet from the sidewalk may be used or the sidewalk must be widened by two feet (see Figure 5-62).

Figure 5-6263: Parking Overhang



8. Shared and reduced parking is permitted and encouraged in all transect zones for more efficient parking solutions. The amount of parking required is calculated by adding the total number of spaces required by each separate function in the parking requirement chart and dividing by the appropriate factor from the sharing factor matrix (Figure 5-63). However, the required number of handicap spaces cannot be reduced. (For example, the residential function requires ten spaces while the office portion requires 12 spaces. Independently they would require 22 spaces, but when divided by the sharing factor of 1.4, they would require only 16 spaces). When more than two uses share parking, the lowest number shall be used.

Figure 5-6364: Sharing Factor

SHARING FACTOR				
Function	with			Function
RESIDENTIAL				RESIDENTIAL
LODGING				LODGING
OFFICE				OFFICE
RETAIL				RETAIL
		1	1	
	1.1	1.1	1.1	
	1.4	1	1.4	
	1.2	1.7	1.7	1.2
	1.3	1	1.3	
	1.2	1	1.2	
		1		

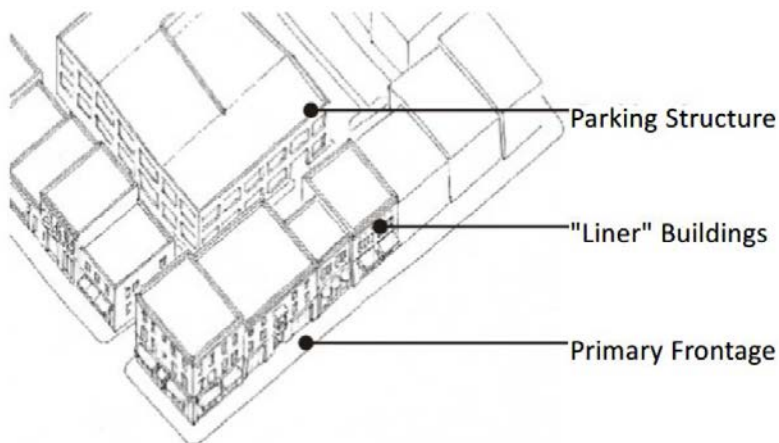
9. Bicycle parking shall be provided in all transect zones per chapter 14-7.
 10. All uses within the downtown CRA shall use decorative pavers and/or stamped/decorative concrete instead of asphalt or concrete for the extent of the entire parking lot, including drive aisles. For campus style developments, projects greater than or equal to 50,000 gross square feet, or greater than or equal to 15 dwelling units, this requirement may be waived by the director for surfaces other than vehicular access points which must use decorative pavers and/or stamped/decorative concrete. The use of decorative pavers and/or stamped/decorative concrete is encouraged in all other areas of the form-based code.
- C. *Parking garages.*
1. Parking garages shall be set back as noted in the transect zone dimensional standards (Table 5-2).
 2. The first floor of parking garages that front on a street shall be used for active uses (e.g., commercial, office, residential). The commercial uses may be located within a liner building, or as an integral part of the parking garage building (see Figure 5-64). Additionally, liner buildings may be attached or detached from parking garage (see Figures 5-65).

3. Parking garages and liner buildings shall meet the building design standards of section 14-5-7.
4. Direct access for parking garages shall not be provided from Broadway, Emmett Street or Main Street.

Figure 5-6465: Parking Garages and Liner Buildings



Figure 5-6566: Liner Building Placement



D. Parking lot and pedestrian area lighting.

1. The maximum height of any parking lot lighting pole shall be 15 feet. Light fixture cutoffs shall block no less than 85 percent of light projecting upward.
2. The design, color, shape, style, and materials of the fixtures shall match or complement the style and materials of the buildings served.
3. Parking lot light fixtures shall be designed so that light is directed onto the parking area and away from neighboring residential lots (e.g., house side shields). For residential conversions in the downtown community redevelopment area (CRA), no additional lighting shall be added that would change the character of the area.

-
4. Lighting for parking garages shall be shielded to the outside of the structure; top level lighting shall be placed at the interior of the floor, not to the edge of the structure.

(Ord. No. 3034, § 1(14-5-9), 8-4-2020)

14-5-10. Civic open space requirements.

Parks, playgrounds, squares, plazas and green space on public or private property, but open to the public, may be located in a transect zone (per Table 5-2) or be rezoned to open space. Such uses shall meet the standards of chapter 14-4 and the following provisions.

- A. *General.* Civic open spaces may contain features such as manicured green spaces, naturalistic green spaces, hardscaped plazas, pavilions, and playgrounds.
- B. *Types of civic open space.* The appropriate arrangements for civic open spaces are described below and are permissible type within the designated transect zones as indicated in Table 5-4.
 1. *Park.* A natural preserve available for unstructured recreation. A park does not need to be fronted to buildings. Its landscape shall consist of paths and trails, meadows, waterbodies, woodland, recreational fields, and open shelters, all naturalistically disposed. Parks may be lineal, following the trajectories of natural corridors.
 2. *Green.* Available for unstructured recreation. A green may be spatially defined by landscaping rather than buildings fronting it along the edges. Its landscape shall consist of lawn and trees, naturalistically disposed.
 3. *Square.* Available for unstructured recreation and public gatherings. A square is spatially defined by building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be densely shaded and provide seating. Trees and shrubs shall be of sufficient quantity and located so as to define a specific geometry of open space and shall promote security by allowing visibility through all areas.
 4. *Plaza.* Available for public gatherings and outdoor markets. A plaza shall be spatially defined by building frontages. Its landscape shall consist primarily of pavement. Plazas should use pervious pavers, where feasible. Trees are optional.
 5. *Playground.* Designed and equipped for the recreation of children. A playground shall be fenced and may include an open shelter. Playgrounds may be interspersed within residential areas and may be placed within a block. Playgrounds may be included within parks, greens and squares.

Figure 5-667: Examples of Civic Spaces

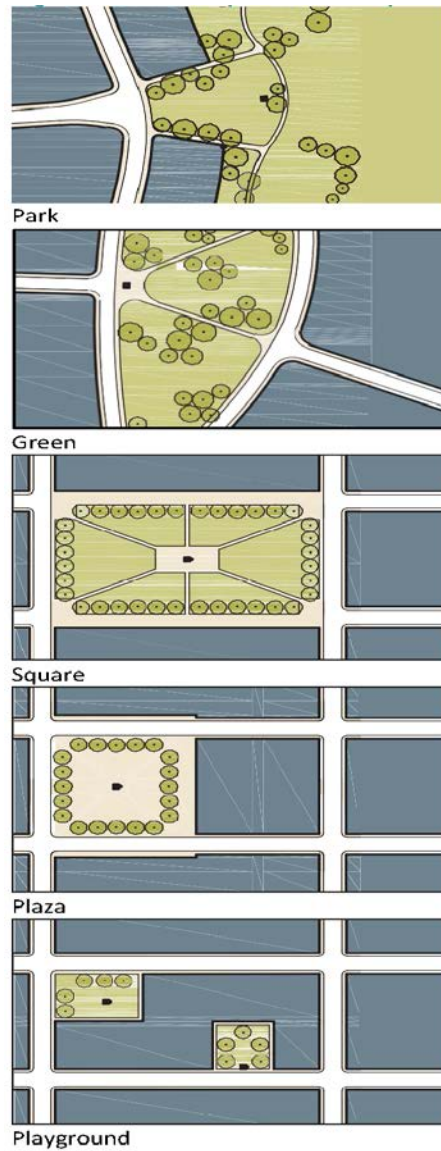


Table 5-4: Civic Open Spaces

Type	Typical Size	T1	T3	T4-R	T5-M	T6	SD
Park	min. 2 acres	X	X				
Green	0.25 to 2 acres		X	X	X	X	
Square	1,000 sf to 2 acres			X	X	X	X
Plaza	1,000 sf to 2 acres				X	X	X
Playground	1,000 sf to 1 acre	X	X	X	X	X	X

-
- C. *Guidelines.* Heightened attention shall be paid to the quality of landscape design and function according to the following principles:
1. The landscape design shall support and express environmental, cultural, and historical attributes unique to Kissimmee. It shall integrate with surrounding development to encourage the public experience of the civic space.
 2. The landscape design shall promote connection with nature, social interaction, and mental restoration.
 3. Views of natural features and historic structures shall be preserved or maximized.
 4. The landscape design shall promote connection to surrounding neighborhood resources, amenities and services, and provide for optimum accessibility, safety and way-finding.
 5. Stormwater management improvements shall be integrated with the final landscape design as aesthetically and visually pleasing design elements.
 6. Whenever appropriate, landscape design shall promote sustainability awareness and education through interpretive signs, demonstrations and other forms of interpretation.

Figure 5-6768: Examples of Civic Open Spaces



(Ord. No. 3034, § 1(14-5-10), 8-4-2020)

14-5-11. Landscape, buffers and screening standards.

Landscaping, buffering and screening shall be provided in accordance with the following:

- A. *Landscaping between the building and the street.* Contrary to the rest of the city, the buildings in the form-based code area are intended to be actively engaged with the street. Therefore, any provisions in chapter 14-8 requiring landscaping or buffering between the building and the street are not applicable to sites in the form-based code area, unless specifically required in this chapter.

Figure 5-6869: Planters Adjacent to Buildings



Figure 5-70: Parking Lot Lighting and Trees



Coordinated location of trees and lighting

Trees block lighting

B. *Landscape materials.*

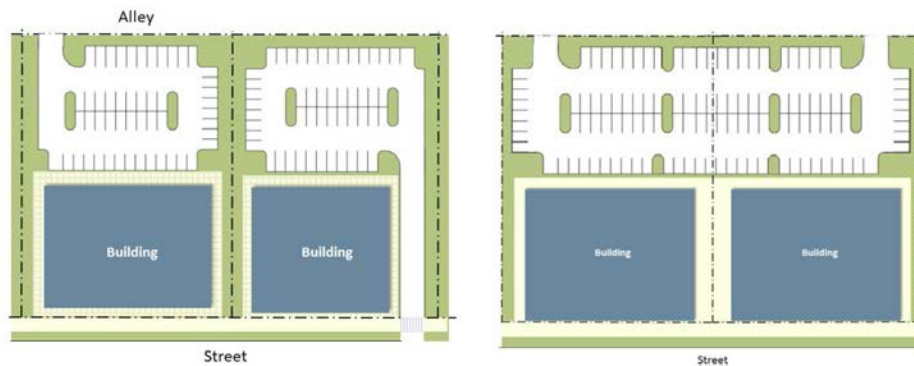
1. At the time of planting, trees within rights-of-way and public parking areas shall meet the standards of section 14-8-23.
2. Tree and site lighting locations shall not be in conflict. They shall be spaced in a manner that the canopy of the trees does not block the light intended to illuminate the site.

C. *Parking lot landscaping.* Developments in the form-based code area shall be subject to the vehicular use landscaping requirements of section 14-8-18 and the following:

1. Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks; prevent spill-over light, glare, noise, and exhaust fumes from infringing on adjacent properties; and provide the required tree canopy shade.

2. Any landscaping adjacent to the front of a parking space that does not have a wheel stop shall include a two-foot-wide strip of gravel, grass or mulch so that the front of the parked vehicle can overhang without interfering with taller plantings and irrigation systems (see Figure 5-62).
3. A minimum five-foot landscape strip shall be provided between vehicular use areas and side and rear property lines, unless there is a surface parking lot on the adjacent site and the two lots are combined into a single, shared parking lot (joint use and cross-access easements will be required). See Figure 5-69.

Figure 5-7169: Adjacent Surface Parking Lots



4. The use of grass shall be minimized and shall not be planted in strips less than five feet wide. Lawn seed mixes shall be drought resistant. To achieve a high level of drought tolerance, lawn mixes may include, but shall not be limited to, a predominance of fine fescues.
 5. Design of landscape shall maximize use of green infrastructure stormwater best management practices such as pervious paving, bioretention systems, rain gardens, bioswales, and stormwater planters to slow and treat stormwater runoff while providing multiple additional community benefits.
 6. For residential conversions in the downtown community redevelopment area (CRA), the overall landscaping requirements for surface parking lots shall be reduced to five percent of the vehicular use area. When feasible, these five percent requirements can also be met by increasing the landscaping buffers above and beyond the minimum standards.
- D. *Street trees.* Street trees shall be provided as required in chapter 14-8 and the following provisions:
1. Planting strips shall be used strategically to allow for adequate space to plant street trees. Planting pits and tree grates are typically used in mixed-use, urban areas with medium to high pedestrian traffic, and shall be at least four' wide by 3.5' deep. Tree grates may be integrated within planting pits to protect root balls and prevent soil compaction. Grates shall be expandable for tree growth. In order for grates to be safe for pedestrians to walk on, they must have no more than one-quarter" space between slots.
 2. Coordination will be required to integrate the placement of street trees, signage, and lighting to ensure that each element complements the other.
 3. Vertical clearance shall comply with 14-8-23.A.8.

-
4. In areas where landscaping cannot be located in the public right-of-way, it shall be located within the street setback zone. This landscaping shall take the form of canopy trees followed by understory trees and then low-level shrubs.
 5. When street trees are planned for thoroughfares with frequent transit service, the trees shall be placed to be compatible with passenger loading areas and allow maintenance so branches do not interfere with transit vehicle movements.
 6. Tree species with tap roots shall be selected to prevent sidewalk and pavement breakage.
- E. *Buffers.*
1. No buffers (or fences) are required between uses in the T4-O, T5-U, T5-M or T6 zones, unless specifically required as part of a conditional use approval.
 2. Proposed developments in the T5-U, T5-M or T6 zones adjacent to single family residential uses in the T3, T4-O and T4-R zones shall provide a seven-foot landscape buffer and a six-foot high solid fence along the shared property line. The buffer shall contain one understory tree for each 25 linear feet of the buffer and one shrub with a minimum height of 24 inches, spaced a minimum of 30 inches on center. The director may waive the buffer and/or fence requirement if the sites are designed to integrate the uses, or they share a parking area, or have a cross-access easement between the two sites.
 3. Proposed developments in the T5-U, T5-M or T6 transect zones abutting single family residential zoning districts outside the form-based code area shall provide buffers, landscaping and screening as required in section 14-8-16.C.
- F. *Street walls/fences.* A freestanding street wall/fence meeting the requirements of this section and intended to mask parking areas from the street and to strengthen the spatial definition of the public realm, is the only type of wall or fence permitted within the required front and street side yard setbacks. Street walls shall meet the sight visibility triangle regulations (see LDC Section 14-7-2).
1. Street walls/fences shall have a minimum height of 2.5 feet and a maximum height of five feet (measured from the elevation of the public sidewalk) in all transect zones. The portion of the street wall/fence above 2.5 feet shall be transparent (e.g., wrought iron or similar). Transparent fences shall have columns (one foot by one foot minimum) spaced every 24 feet (see Figure 5-70).

Figure 5-~~70~~72: Street Wall Examples



2. Street walls shall have openings no larger than necessary to allow automobile and pedestrian access.
3. Street walls shall be placed in line with the building façade facing the same street

4. Street walls shall not be permitted in the right-of-way.
5. Street walls shall be constructed of wrought iron, brick, masonry, stone, powder-coated aluminum or other decorative materials that complement the finish on the primary building. Chain link, wood and PVC street walls/fences shall be prohibited.
6. The area in front of a street wall shall include a landscaped strip with a minimum width of five feet (with ground cover, hedges, or shrubs). The landscape strip may be waived by the director if the area in front of the wall is needed to expand the public sidewalk (see Figure 5-71).
7. The area between the street wall and on-site parking shall also include a three-foot-wide landscape strip.
8. Understory trees shall be planted in front or behind the street wall at a rate of one tree per 25 feet of wall length. If planted behind the street wall, the landscape area shall be at least five feet wide to accommodate such trees. The trees may be waived by the director if they conflict with the required or existing street trees.

Figure 5-71: Street Wall Landscaping Examples



(Ord. No. 3034, § 1(14-5-11), 8-4-2020)

14-5-12. Stormwater management.

- A. *General standards.* In order to reduce water quality impacts at receiving waters and enhance community character in support of compact development, the standards of this section intend to:
 1. Manage rainfall as close to where it falls as possible, approximating the natural pre-development hydrology (water quality and water quantity) using natural, decentralized stormwater management practices.
 2. Celebrate stormwater as an integral part of the built environment.
 3. Establish watershed sensitive planning and design criteria at the neighborhood scale of development to support shared flood control solutions.
 4. Encourage incorporation of low impact development (LID) best management practices at the block, street, and site level, appropriate to land use context and site conditions.
- B. *Design criteria.* Development in the form-based code area shall meet the requirements of section 14-10-3, except that:

1. Pervious paving shall be permitted and is encouraged to reduce stormwater runoff volume. Pervious paving approaches may be technically infeasible where underlying soils are contaminated or other site constraints exist.
2. Green roofs shall be permitted for all building types.
3. Irrigation systems are encouraged to first make use of all available surface stormwater runoff or other retained or detained stormwater as a water supply. Re-used water is also a preferred source.
4. Bioretention systems, bioswales, tree filters, and other vegetated stormwater BMPs are encouraged for treatment of stormwater runoff from streets, parking lots, plazas, and other impervious surfaces. In areas where infiltration is not technically feasible due to site contamination concerns These vegetated BMPs can include impermeable liners with underdrains to provide water quality treatment. where infiltration is not technically feasible due to site contamination concerns.
5. For new construction, retention must be placed in the rear or side yard, not facing the public right-of-way, unless it is integrated into the design and featured as a site amenity. The following are examples of stormwater facilities designed as amenities.



- ~~6. In the downtown community redevelopment Area (CRA), the retention may be at any depth.~~
- ~~76.~~ Vehicular use areas in the downtown CRA area with less than 2,000 square feet of durable all-weather surface, as defined in this Code, may be relieved of the city requirements for providing stormwater detention/retention, but shall still be required to meet SFWMD water quality standards.
- ~~78.~~ The maintenance berm around privately owned and maintained wet ponds may be reduced to a minimum width of ten feet.
- ~~89.~~ Special detention areas such as parking lots, rooftops ("blue roofs"), parks, plazas, and fields are areas primarily designated for other uses but that may be used for temporary infiltration and/or peak rate mitigation during storm events if the requirements herein are satisfied (Figure 5-72). Special detention areas shall be designed sensitive to land use context and public use requirements and the following conditions:

Figure 5-~~72~~74: Alternative Stormwater Detention Facilities



- a. Temporary ponding storage areas must be located so that ponding will not significantly disrupt typical traffic (pedestrian/bicycle/vehicle) flow, and areas shall be adequately sloped towards outlets to ensure complete drainage after storm events.
- b. Special detention areas shall be clearly identified as such and their primary use shall be restricted during storms.
- c. Emergency overflows shall be incorporated and designed to prevent excessive depths from occurring during extreme storm events or if the primary flow control structure/structures are clogged. ~~In most cases, ponding depth shall not exceed 12 inches.~~
- d. Rooftop storage must consider structural support, HVAC requirements, waterproofing, emergency overflows, and all other building design considerations.
- e. Landscaping materials used for high-intensity public uses (community parks, athletic fields, greens, etc.) shall be located in areas of well-draining soils to guarantee public use is not compromised by excessively wet ground between rain events.

(Ord. No. 3034, § 1(14-5-12), 8-4-2020)

14-5-13. Development bonuses.

The bonus program is established to encourage the location of higher density/intensity development at places where they will not have a negative impact on low density residential neighborhoods, and to encourage the provision of amenities that would benefit the community as a whole. Development sites may receive more than one bonus. However, the density/intensity and building height shall not exceed the maximum noted in the corresponding future land use category and Table 5-2, respectively.

- A. *Improvements eligible for bonuses.* Development projects within the form-based code area that meet the standards of this Code may be eligible to achieve the additional building height noted in Table 5-2 for sites in T5-U or to obtain a reduction in the number of required parking spaces, as follows:
 1. *Mixed-use.* Developments that include a vertical mix of residential and commercial or office are entitled to the maximum building height allowed with the bonus. The residential portion shall include at least five residential units to qualify for the bonus.
 2. *Affordable housing.* Developments with at least ~~25~~20 percent of its residential units certified as "affordable housing" by the city are entitled to the maximum height allowed with the bonus.

Such units will be subject to an agreement with the city to ensure the units remain affordable for a period of time of no less than ~~30~~15 years.

3. *Public open space & amenities.* Developments that include a public open space (urban plaza or park) are entitled to one additional floor above the permitted base height for every 3,000 square feet of continuous public open space, not to exceed the maximum height allowed with a bonus. The urban plaza or park shall not be enclosed, shall be easily accessible by the public, include amenities (landscaping, hardscaping, and furnishing), and be privately-owned and -maintained, but open to the public. The public open space shall not be located within required buffers.

Figure 5-~~73~~75: Examples of Public Open Spaces



4. *Parking spaces.* A reduction of parking requirements by up to 50 percent may be approved if the applicant proposes a public space area occupying a minimum of 50 percent of the parking area waived. However, there shall be no reduction in the number of required ~~accessible~~accessible parking spaces. The public open space shall not be located within required buffers.
 5. *Parking garages.* If located below or above the residential, commercial or office space, the development is entitled to one additional floor for each floor of parking garage, not to exceed the maximum allowed with the bonus. The parking garage shall not occupy the ground floor frontage along any primary street (as depicted on Figure 5-25). This frontage will require an active use.
- B. *Building height next to residential.* Developments utilizing the bonus system are subject to the development compatibility standards of section 14-5-7.B.3.
 - C. *Review and approval.* Requests for bonuses do not require a separate application. They shall be noted on the site plan and shall be reviewed concurrently with the site plan to ensure all other requirements of the Code, including the requirements of this chapter, are met. Applicants requesting approval of bonuses are still eligible to apply for variances and modification of standards, but under separate application (see chapter 14-3, part VII, Modification of Standards and Variances).

(Ord. No. 3034, § 1(14-5-13), 8-4-2020)

14-5-14. Flexibility.

- A. *Project of significance to the city.* A project of significance to the city shall be defined as any development or redevelopment project with special site characteristics of such a size, especially very small or very large, determined by the city manager to be of such economic or social importance to the city that it warrants greater flexibility in the interpretation of this chapter. A developer's agreement will outline specific design considerations, and schedule and phasing plans consistent with the overall design intent of the form-based code area. This section only applies to standard within the Form-Based Code (Chapter 14-5).

(Code 1995, § 14-2-54; Ord. No. 3034, § 1(14-5-14), 8-4-2020)

CHAPTER 14-6: STANDARDS FOR ACCESSORY, TEMPORARY AND OTHER USES

PART I. ACCESSORY USES AND STRUCTURES

14-6-1. General requirements for accessory uses and structures.

The following regulations shall apply to all accessory uses and structures, except as provided in the standards in the following sections or the Downtown Form-Based Code:

- A. Accessory uses and structures shall be subordinate (less than 50 percent of the principal structure or use) in size (square footage) and shall be smaller in height to the principal building.
- B. Accessory structures shall be located no closer than six feet from the rear property line (or the site boundary line for mobile homes on mobile home sites in a MHP district), except that accessory structures of 12 feet or more in height shall meet the principal building setback of the zoning district where it is located.
- C. Accessory structures shall meet the side and street side yard setback requirements of the zoning district.
- D. Accessory structures shall not be located in front of the façade of the principal building.
- E. Accessory structures (other than screen enclosures attached to the building) shall be separated from the principal building by five feet or more.
- F. Accessory structures shall not be located within a utility easement.
- G. Screened and open porches (not including screened pool enclosures) attached to the building shall meet all principal building setback requirements.
- H. Except as otherwise provided in this Code, no accessory use or structure shall be approved, established, or constructed, before the principal use or structure is approved, established or constructed.
- I. Accessory uses may be located within the principal building.

(Ord. No. 3034, § 1(14-6-1), 8-4-2020)

14-6-2. Accessory dwelling units (ADU).

This policy is intended to promote and encourage the creation of legal accessory dwelling units (ADU) in a manner that helps meet the city's housing needs by increasing the range of choices for housing accommodations, encouraging a greater diversity of the population with particular attention to young adults and senior citizens, and encouraging a more economic and energy-efficient use of the city's housing supply while maintaining and enhancing the appearance and character of Kissimmee's single family neighborhoods. Accessory dwelling units as defined in chapter 14-2 shall meet the following standards:

- A. *Lot and yard standards.*
 - 1. One ADU (attached or detached) may be developed per lot, provided the lot complies with the minimum lot size for the respective zoning district and the ADU meets all site standards of the

applicable zoning district. ~~A detached ADU requires a lot with 1½ times the minimum required lot size.~~

~~2. An ADU attached to the main residential unit is only allowed if the lot meets the minimum lot size and dimensions of the zoning district. A detached ADU requires a lot with 1½ times the minimum required lot size.~~

- B. *Parking standards.* An ADU shall require off-street parking as outlined in section 14-7-22 in addition to the parking required for the primary structure.
- C. *Occupancy standards.* The principal structure shall be owner-occupied and shall maintain a valid homestead exemption.
- D. *Buildings.*
 - 1. An ADU shall have a minimum living area of 500 square feet and a maximum living area of 800 square feet or 40 percent of the gross floor area of the principal structure/dwelling at time of application, whichever is less.
 - 2. All ADUs shall be compatible with the existing and surrounding structure(s) in both materials and design. All structures shall be permanently founded in accordance with applicable building codes.
 - 3. An ADU shall not have its main entrance in the front façade of the principal structure unless it is a shared entryway. This entryway shall contain only one main door on the front façade of the primary structure. An exterior stairway to an ADU, if proposed, shall not be constructed on the front or street side of the principal dwelling unit.
 - 4. Illegally created accessory dwelling units shall be subject to compliance with this section or abated.
- E. *ADUs in Agriculture and Conservation Districts (AC).*
 - 1. *Existing.* Accessory dwelling units that existed on agriculture sites before being annexed into the city shall be deemed "permitted" and not subject to the nonconforming use provisions of this Code.
 - 2. *New.* New accessory dwelling units in the AC zoning district may only be allowed if they are incidental to a single family dwelling, have a Single Family Low Density Residential (SF-LDR) future land use designation, and are reviewed through the conditional use approval process.

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

14-6-3. Antennas.

- A. *Standards for all districts.*
 - 1. Standard antennas and communication antennas as defined in chapter 14-2 shall be maintained in compliance with all applicable construction permits and codes.
 - 2. The installation of antennas shall meet all Federal Communications Commission (FCC) and manufacturer specifications, rules and requirements.
 - 3. The antennas shall be of a non-reflective surface material and, to the maximum extent possible, their color and location shall blend with the surrounding area and structures.

-
4. The antennas shall contain no advertising or signage of any type, other than governmentally required signage.
 5. Prior to installation, the applicant shall submit detailed drawings of the proposed antenna installation and of the installation of any associated equipment to the city. The drawings shall be certified by the manufacturer or a professional engineer licensed by the State of Florida.
 6. Standard antennas shall be permitted to the side or rear of the principal structure. However, a standard antenna may be located on a principal structure if:
 - a. The antenna has a diameter of one meter (39.37 inches) or less;
 - b. The antenna is panel or dish-shaped and cannot be seen from a public street or is camouflaged; or
 - c. A waiver is granted by the city manager where there are special conditions involved.
 7. Communication antennas which are mounted on structures other than communication towers and other communication facilities as defined in chapter 14-2 shall only be allowed as an accessory attachment to the structure and shall be designed to blend in with the functional design of the structure. Some examples of structures where antennas may be mounted include utility poles, architectural features (e.g., church steeple) and similar structures. Such supporting structures must comply with the following requirements:
 - a. The distance from the base of the structure on which the communication antennas are mounted to residentially zoned lots must be equal to or greater than the height of the structure, including any antennas on the structure. In addition, the structures and any associated communications equipment shall not be located in front of any principal building on the lot and shall not be located in any required yard area. A minimum setback of ten feet to property lines is required for any associated guy lines.
 - b. The structures on which the communication antennas are mounted and any associated communications equipment shall be screened from view from public rights-of-way and residentially zoned lots to the extent that such screening is practical and consistent with the principal use of the structures.
 - c. The structures on which the communication antennas are mounted shall not be artificially lighted except to the extent required by the principal use of the structure, to assure human safety, or as required by the Federal Aviation Administration (FAA).
 - d. No structure on which communication antennas are mounted and no associated communications equipment shall be designed or operated in a manner which interferes with public safety communications. Frequency coordination is required to ensure noninterference with public safety systems and operations. Compliance with this requirement must be demonstrated by the applicant using written information prepared by a communications expert or by submitting suitable FCC information which verifies compliance.
 - e. Each structure on which communication antennas are mounted shall be posted with signage warning the general public to stay away from the antennas.
 8. Communication antennas mounted on communication towers and other communication facilities as defined in chapter 14-2 shall be placed and designed in accordance with this section, in a manner consistent with valid development plans, construction plans, and conditional use approval conditions.
 9. Standard antennas and communication antennas on buildings shall, to the maximum extent practical, be screened from view from a public right-of-way.

B. *Additional standards for residential districts.*

-
1. A standard antenna shall be considered an accessory structure to the principal structure on the lot.
 2. A standard antenna shall not be used for any commercial purposes; it shall only provide service to dwellings on the parcel.
 3. Standard antenna installations shall be limited to one per residential building.
 4. The maximum size of a standard antenna shall be 12 inches in diameter.
 5. The maximum height of a standard antenna shall be 15 feet (measured when the antenna is at its maximum forward position) unless mounted on the roof of a dwelling. A panel or dish shaped antenna shall not be mounted on the roof of a dwelling unless it has a diameter of one meter (39.37 inches) or less, cannot be seen from a public street, or is camouflaged.
 6. In meeting the accessory structure setback requirements of section 14-6-1, the setback shall be measured from the edge of the standard antenna when the antenna is in the closest horizontal position possible in relation to the lot line.
 7. Communication antennas as defined in chapter 14-2 which are mounted on structures other than buildings are not allowed in any residential district (for example, no communication towers and no communication antennas on poles are allowed in residential districts).
- C. *Exemptions.* Standard antennas and communication antennas shall be exempt from these regulations to the minimum extent necessary to comply with the laws of the United States.

(Code 1995, § 14-2-68; Ord. No. 2038, 12-20-1994; Ord. No. 2158, 2-4-1997; Ord. No. 3034, § 1(14-6-3), 8-4-2020)

14-6-4. Family day care homes.

Family day care homes shall meet the following standards:

- A. Signage is limited to a single, one square foot non-illuminated placard that is attached to the residence, near the main entrance of the residence. Entrances, openings, doors and windows to a garage, patio or screen room are not allowed to be marked or have signage. The placard may not project from the structure and must be made out of materials similar to the structure in which it is attached. No other permanent signage is allowed.
- B. There shall be no alterations in the residential character or appearance of the premises.
- C. The use shall not cause or add to on-street parking congestion or cause a substantial increase in traffic through the residential area where it is located. Locations with an approved family day care shall not have vehicles parked on unpaved surface.
- D. No outdoor storage of materials, goods, supplies or equipment shall be permitted.
- E. Must meet the provisions for standard home occupations (see section 14-6-7).

(Code 1995, § 14-2-62; Ord. No. 2038, 12-20-1994; Ord. No. 2119, 8-13-1996; Ord. No. 2158, 2-4-1997; Ord. No. 2173, 7-15-1997; Ord. No. 2445, 10-1-2002; Ord. No. 2522, 8-10-2004; Ord. No. 2692, 6-24-2008; Ord. No. 2726, 8-4-2009; Ord. No. 2741, 12-22-2009; Ord. No. 3034, § 1(14-6-4), 8-4-2020)

14-6-5. Fences and walls.

- A. *Permit.* A building permit is required to erect any fence or wall within the city limits.
- B. *Side and rear yard fences and walls.*

-
1. Such fences may be located in the required yard but the finished side of the fence shall face away from the property on which it is located.
 2. Maximum height of six feet except that the director may approve a fence or wall up to ten feet in height if either dictated by unique topographic conditions or required to screen an outdoor storage area of unique characteristics.
- C. *Front yard fences and walls.*
1. Maximum height of three feet unless it is a retaining wall or a decorative open fence (no more than 15 percent opaque) up to six feet in height;
 2. The director may approve a solid fence or wall up to six feet in height if dictated by unique topographic conditions, required to screen an outdoor storage area of unique characteristics, or required for buffering purposes as a condition of a development permit.
 3. For all properties within the form-based code area, the provisions of chapter 14-5 shall apply.
- D. *Fence and wall materials.*
1. Allowable fence materials include aluminum, treated wood, vinyl, ornamental iron, chain link (see restrictions below), concrete, brick or stone.
 2. Chain link fences in the front yard are prohibited, unless provided in conjunction with a public school.
 3. Where permitted, chain link fences shall be coated in green or black vinyl.
 4. The use of slats within chain link or similar fencing for screening is not allowed.
 5. Barbed wire and electric fences are allowed for agricultural uses in the AC district, but not in the front or street side yards. They are prohibited in all other zoning districts
- E. *Traffic visibility at intersections.* Fences shall not be allowed within the sight visibility triangle (see section 14-7-2).
- (Code 1995, § 14-2-63; Ord. No. 2038, 12-20-1994; Ord. No. 2139, 11-26-1996; Ord. No. 2692, 6-24-2008; Ord. No. 2776, 9-7-2010; Ord. No. 3034, § 1(14-6-5), 8-4-2020)

14-6-6. Heliports.

All heliports, whether a principal or accessory use, shall meet the following standards:

- A. Heliports may be approved in zoning districts where they are allowed as a conditional use if the requirements of this section and other applicable requirements are satisfied.
- B. Helicopter takeoffs and landings must occur at the Kissimmee Municipal Airport or at heliports approved by the city, except when necessary for public safety emergencies, necessary for law enforcement purposes, or approved by the city manager in conjunction with a special event such as an athletic contest, holiday celebration, parade or similar activity.
- C. A heliport protection zone shall be established for each heliport during the heliport approval process. This heliport protection zone shall be delineated by the primary, approach, and transition surfaces of the heliport as defined in chapter 14-2. The height of any structure within a heliport protection zone shall not extend above the height of the primary, transition, and approach surfaces defined for the heliport. A structure which exceeds height limitations imposed by this subsection may be permitted if the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) have stated in writing that the structure will not constitute an undue hazard to aviation and provided that said structure is marked in accordance with the requirements of the FAA and FDOT.

-
- D. The following documents shall be submitted to the city with the conditional use application:
1. A statement of need, indicating the purpose of the heliport, the benefits (whether direct or indirect) to be derived by the public as a result of the heliport, and the availability and function of other heliports within five miles of the site.
 2. A description of the facility outlining the types of helicopters expected to use the facility, the estimated number of takeoffs and landings per month, the proposed hours of operation, and the proposed support facilities (such as hangars and fuel facilities).
 3. A study prepared by an aviation specialist which evaluates potential navigation hazards, combustible and explosive materials hazards, and hazards to nearby land uses associated with the proposed heliport and which presents techniques to adequately avoid these hazards.
 4. A study prepared by a noise specialist showing the location of noise sensitive areas within a radius of one mile of the proposed heliport site (such as residences schools, or businesses whose operation would be impacted by vibration), indicating the noise impacts of the proposed heliport, and presenting any noise abatement techniques needed to protect nearby land uses. The noise study shall be prepared in a manner consistent with Federal Aviation Administration (FAA) noise assessment guidelines for heliports.
 5. Evidence that any required landing area documents have been filed with the FAA and the Florida Department of Transportation (FDOT), and that both agencies consider the proposed heliport safe for the conduct of the aviation activities proposed for the site.
 6. A sketch plan and supporting documents containing the following:
 - a. Any information required for FDOT licensing.
 - b. The location of all security and noise attenuation materials and structures.
 - c. The location and type of firefighting equipment and materials.
 - d. The location and type of fuel storage facilities (if applicable).
 - e. The location of the helicopter takeoff and landing areas.
 - f. The lateral clearance zones and emergency landing areas.
- E. Heliports may be approved as a conditional use subject to meeting the following criteria and other applicable requirements:
1. The heliport is reasonably safe; giving consideration to potential navigation hazards, combustible or explosive materials hazards, and hazards to nearby land uses associated with the proposed heliport and the techniques being used to avoid these hazards. Attention shall be given to the proximity of emergency services.
 2. The heliport is compatible with nearby land uses; giving special consideration to noise and aesthetic impacts, and the techniques being used to minimize these impacts.
 3. In order to help achieve adequate safety and compatibility, heliports shall comply with the minimum separation requirements listed below. Greater separation distances may be required due to the characteristics of the heliport and surrounding areas when needed in order to help achieve safety or compatibility. Lesser separation distances may be allowed for medical and law enforcement heliports when a justifiable public need is demonstrated.
 - a. Heliport primary surface areas shall be located at least 200 feet from any property line. All property under an approach surface area which is within 400 feet of a primary surface area must be a part of the heliport property.

-
- b. Heliport primary surface areas shall be located at least 500 feet from any of the following zoning districts: AC, RE, RA-1, RA-2, RA-3, RA-4, RB-1, RB-2, MH, RC-1, RC-2, or MHP. All property zoned AC, RE, RA-1, RA-2, RA-3, RA-4, RB-1, RB-2, MH, RC-1, RC-2, or MHP located under an approach surface area which is within 750 feet of a primary surface area must be part of the heliport property.

- F. In addition to conditions that may be attached as part of the conditional use approval, legal agreements may be required to help ensure that various safety techniques, compatibility techniques, and operational activities associated with the heliport are implemented as approved by the city.

(Code 1995, §§ 14-2-70, 14-2-206; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-6-6), 8-4-2020)

14-6-7. Home occupations.

- A. *Standard home occupations.* Standard home occupations are those occupations customarily practiced in the home and which have no client presence on the residential site, except that a teacher or tutor may have a maximum of two students present at any one time, and a family day care home may have the number of children specified in F.S. § 402.302(8). Such standard home occupations shall be accessory to the principal use of the premises as a residence. Home hobbies where services or products are not sold are not considered home occupations. Standard home occupations shall meet the following standards:
 - 1. The standard home occupation shall be conducted entirely within the residential or accessory structure and operated only by a resident of the premises. The individual shall not engage any employees or volunteer workers to assist in the standard home occupation other than family members residing on the premises.
 - 2. No standard home occupation, including storage for the standard home occupation, shall occupy more than ten percent of the gross floor area of the ground floor of a residence. The ground floor area measurement is exclusive of any open porch, attached garage or similar space not intended to be occupied as living quarters.
 - 3. No signs shall be permitted to advertise the standard home occupation located on the premises.
 - 4. No chemical, mechanical or electrical equipment that is not normally a part of domestic or household equipment shall be used primarily for commercial purposes. No equipment shall be utilized that creates a nuisance due to odor, vibration, noise, electrical interferences or fluctuations in line voltage beyond the property line of the lot upon which the standard home occupation is conducted.
 - 5. A standard home occupation shall not involve the retailing or wholesaling of stock, supplies or products to any individual on the premises. Delivery of retail products to the consumer off the premises, such as by mail order, is permitted.
 - 6. All sales of products and the performance of all service or work that requires the presence of a customer for any length of time shall not be permitted on the premises.
 - 7. There shall be no alterations in the residential character or appearance of the premises in connection with such a standard home occupation.
 - 8. Commercial vehicles associated with the standard home occupation or any resident must comply with chapter 42, article III of the Code of Ordinances.
 - 9. No traffic or parking demands shall be generated by the standard home occupation in greater volume, frequency or type than would normally be expected in a residential district, ten vehicle trips per day. Family day care homes may generate an additional 20 vehicle trips per day. Any need for parking generated by a standard home occupation shall be provided for as off-street parking.

-
10. Deliveries related to the standard home occupation shall not occur more frequently than twice per day, not including any deliveries made by the United States Postal Service.
 11. The address or location of a standard home occupation shall not be given in any advertisement, including, but not limited to, commercial telephone directories, newspapers, magazines, signs, flyers, radio, television or other media.
 12. No outdoor storage of materials or equipment used in the standard home occupation shall be permitted. No storage or display of material, goods, supplies, or equipment related to the operation of a standard home occupation shall be visible from the outside of the residence.
 13. Any business tax receipt (BTR) application for a business meeting the above standards shall be designated a home occupational license. Such a BTR shall be revocable upon any violation of the standards. The applicant shall sign a letter of intent, provided by the department, stating compliance with these standards.
 14. The city fire department and the building division reserve the right to inspect a family day care home upon application for a new or renewal of a home occupation license.
- B. *Extended home occupations.* Extended home occupations are those service-based occupations that can be practiced in the home and which have a limited client presence at the residential site in the appropriate zoning districts listed below. Such extended occupations are accessory to the principal use of the premises as a residence. Extended home occupations require a conditional use permit in accordance with section 14-3-29 of this chapter [title] and must meet the design and performance standards listed below. Home hobbies where services or products are not sold are not considered home occupations. Extended home occupations shall meet the following standards:
1. Extended home occupations are only permitted in the RB-2 (Medium Density Residential-Office) and the RPB (Residential Professional Business) zoning districts.
 2. Extended home occupations are only allowed on residential sites with direct frontage onto arterial and collector roadways as designated by the Kissimmee Comprehensive Plan.
 3. Extended home occupations are prohibited in the form-based code area and any city designated historic preservation district.
 4. No extended home occupation, including storage for the extended home occupation, shall occupy more space than ten percent of the gross floor area of the ground floor of a residence. The gross ground floor area measurement is exclusive of any open porch, attached garage, or similar space not intended to be occupied as living quarters.
 5. Signage is limited to a single, one square foot non-illuminated placard that is attached to the residence, near the main entrance of the residence. Entrances, openings, doors and windows to a garage, patios or screen rooms are not allowed to be marked or have signage. The placard may not project from the structure and must be made out of materials similar to the structure in which it is attached. No other permanent signage is allowed.
 6. No chemical, mechanical or electrical equipment that is not normally a part of domestic or household equipment shall be used primarily for commercial purposes. No equipment shall be utilized that creates a nuisance due to odor, vibration, noise, electrical interferences or fluctuations in line voltage beyond the property line of the lot upon which the standard home occupation is conducted.
 7. An extended home occupation shall be completely service oriented; no retailing or wholesaling of stock, supplies or products to any individual on premises is permitted. Delivery of retail products to the consumer off the premises, such as by mail order, is permitted.

-
8. There shall be no alterations in the residential character or appearance of the premises in connection with such an extended home occupation.
 9. Commercial vehicles associated with the extended home occupation or any resident must comply with chapter 42, article III.
 10. Extended home occupations shall not cause or add to on-street parking congestion or cause a substantial increase in traffic through the residential area where it is located. Locations with an approved extended home occupation shall not have vehicles parked on unpaved surface.
 11. Deliveries related to the extended home occupation shall not occur more frequently than twice per day, not including any deliveries made by the United States Postal Service.
 12. No outdoor storage of materials or equipment used in the extended home occupation shall be permitted. No storage or display of material, goods, supplies, or equipment related to the operation of an extended home occupation shall be visible from the outside of the residence.
 13. Any business tax receipt (BTR) application for a business meeting the above standards shall be designated a home occupational license. Such a receipt shall be revocable upon any violation of the standards. The applicant shall sign a letter of intent, provided by the department, stating compliance with these standards.
- C. *Prohibited home occupations.* The following uses are not allowed as either standard or extended home occupations in any residential district:
1. Restaurants;
 2. Kennels and veterinary clinics;
 3. Funeral homes;
 4. Dance or exercise studios;
 5. Repair shops except the repairs of small household appliances, clothing and similar personal items;
 6. Beauty and barber shops, except when customer visits are by appointment only and limited to no more than a single customer at any given time;
 7. Cabinet or furniture manufacturing, assembly or repair, including refinishing and upholstery; and
 8. Vehicle repair of any kind, including bodywork, detailing, washing and work done to the interior of the vehicle.

(Code 1995, § 14-2-62; Ord. No. 3034, § 1(14-6-7), 8-4-2020)

14-6-8. Itinerant food vendors.

Itinerant food vendors are authorized in the B-3, HC, IB zoning districts and shall be in accordance with the following standards:

- A. *Operating requirements.* The following standards shall be met for itinerant food vendors operating within the city limits:
 1. There shall be only one vendor booth or conveyance per parcel, location or development. Itinerant food vendors shall be limited to those parcels containing a retail store with a minimum gross floor area of 50,000 square feet. This minimum area shall apply to a single retailer and shall not be construed to apply to a multi-tenant center with the same square footage.

-
2. Any itinerant food vendor shall obtain a city business tax receipt (BTR) prior to operating, which shall be renewed annually.
 3. The county/state health department must license any vending booths and itinerant food vending operations preparing and selling food items. All applicable codes of the health department shall be met.
 4. A trash container must be available on the vending booth or itinerant food vending conveyance.
 5. Lighting may be used to continuously illuminate the vending booth or itinerant food vending conveyance canopy and provide task lighting for night operation, provided it conforms with the city's lighting regulations.
 6. Change of ownership, booth/conveyance or location will require that the owner apply for a new vending booth or itinerant food vendor permit.
 7. All required licenses must be conspicuously displayed on the vending booth or itinerant food vending conveyance.
 8. Vending booths and itinerant food vending conveyances must be provided with at least one approved portable fire extinguisher having a minimum rating of 2A10BC and a Class K fire extinguisher.
 9. All liquefied petroleum gas containers must be installed on the outside of the vending booth or itinerant food vending conveyance, protected from physical damage and, if enclosed, vented at the lowest point of the enclosure. All liquefied petroleum gas containers must be properly secured and comply with all applicable standards.
 10. One sign will be allowed at a maximum size of six square feet, to be mounted on the vending booth or itinerant food vending conveyance. No other signs, pictures or advertisements of any kind, such as stickers, flags, balloons, inflatables or lights, shall be allowed.
 11. The vendor shall keep the sidewalks, parking areas and other spaces adjacent to their vending sites or locations clean and free of paper, peelings and refuse of any kind generated from their vending operation.
 12. Sales shall be oriented to pedestrians. No vendor shall sell or attempt to sell any product or engage in any commercial transaction with the occupant of any motor vehicle.
 13. Vendors shall not conduct business in a way that will restrict or interfere with the entrance or exit of a business, create a nuisance, create a hazard to pedestrians, life or property, or obstruct vehicular circulation, pedestrian circulation, or access to emergency exits.
 14. No alcoholic beverages may be sold.
 15. All food shall be prepared on-site from the itinerant food vending conveyance.
 16. Outdoor vending shall be limited to the hours between 7:00 a.m. and 10:00 p.m. daily and shall take place only at the approved location. The itinerant food vending conveyance shall not be set up prior to 6:00 a.m. and must be removed by 11:00 p.m. of that same day.
 17. Outdoor seating shall not be permitted.
 18. A vending booth or conveyance shall not exceed a size of ten feet in width and 20 feet in length. If the vending conveyance is a trailer, the trailer shall be unhitched from the motorized vehicle and stabilized prior to operating the vending conveyance and it is the trailer alone that will be considered the vending conveyance for purposes of the size limitation. Tent structures shall not be permitted.

-
19. The vending conveyance shall not be operated in a manner that destroys existing sodded areas, results in erosion or breaks down the pervious or impervious surface of the site. In the event of erosion or destruction of the site surface, the owner of the site shall be required to restore the site to its original condition.
- B. *Location of outdoor vendors.* No outdoor vendor shall be permitted to operate in any of the following areas:
1. Within 25 feet of any loading zone or bus stop.
 2. Within 15 feet of a building entrance or exit.
 3. Against windows of a business.
 4. Within 25 feet of any fire hydrant, fire escape or fire control device.
 5. Within 25 feet of any parking space or access ramp designated for persons with disabilities.
 6. Within the required building setbacks of the zoning district.
 7. Within required parking spaces or landscape areas.
 8. On a vacant lot or property.

(Code 1995, § 14-2-65; Ord. No. 3034, § 1(14-6-8), 8-4-2020)

14-6-9. Outdoor dining.

Outdoor dining, as defined in chapter 14-2, may be established in conjunction with a legally established and licensed restaurant, provided the following regulations can be met:

- A. Canopies, awnings, roofs or other similar structures used in conjunction with the outdoor dining area shall comply with the applicable setbacks of the zoning district in which the property is located.
- B. A safety barrier shall be provided along the outer perimeter of the outdoor dining area. The barrier shall consist of plants, screens, or fencing and shall be at least 30 inches high, measured from the ground. If alcohol is served, a solid continuous barrier shall be provided around the entire perimeter of the outdoor dining area. Barriers for outdoor dining areas in the form-based code area (see chapter 14-5) may consist of a railing, planters or similar elements, but do not need to be a solid barrier.



Examples of outdoor dining safety barriers

Outdoor Dining Safety Barriers

- C. The design of the outdoor area and the barrier shall be architecturally consistent and compatible with the principal structure as to exterior building finishes, colors, design and style or theme.

-
- D. Outdoor areas shall be considered part of the gross floor area of the establishment for calculation of parking, stormwater drainage, impact and mobility fees, and other development regulations.
 - E. A minimum setback of 15 feet from any arterial or collector right-of-way and seven feet from any other public right(s)-of-way shall be provided. This requirement shall not apply to the form-based code area (see chapter 14-5).
 - F. The outdoor dining area shall be established in the front, side or at the rear of the business and immediately adjacent to the business with which the outdoor dining area is associated. The area shall not be located in a side or rear yard that abuts any residential property. The area including any table, chair, bench, umbrella, or planter shall not block any pedestrian access, on-site traffic circulation, loading area, landscape area, stormwater drainage area or required parking.
 - G. The outdoor dining area shall be set back a minimum of five feet from any fire hydrants and shall not be located within the sight visibility triangle in accordance with section 14-7-2.
 - H. No heating or cooking of food shall be permitted in the outdoor dining area.
 - I. Alcoholic beverages may be consumed within the outdoor dining area provided the primary restaurant operation, including the outdoor dining area, is licensed by the State of Florida Department of Business and Professional Regulation and the City of Kissimmee to serve alcoholic beverages.
 - J. Live entertainment shall be prohibited outdoors unless non-amplified.
 - K. The outdoor dining area shall comply with the Americans with Disabilities Act (ADA) and applicable state regulations.
 - L. The applicant shall submit a scaled site plan showing:
 - 1. The location and size of the proposed outdoor dining area, including the location and placement of tables, seats, benches, planters, awnings, umbrellas and the business' entrance and windows;
 - 2. The location and size of the associated establishment and building;
 - 3. The location and number of parking spaces;
 - 4. Distances from the property line and from any fire hydrant, landscaping and any other public improvement in the right-of-way; and
 - 5. Any other improvements to be located within the dining or adjacent area(s).
 - M. Outdoor dining on rooftops are only allowed if the site is not adjacent to a property zoned for residential use or for mixed-use that may include a residential component.
 - N. The review process for adding outdoor dining areas to existing restaurants shall be determined based upon the extent of the proposed modifications to the existing site improvements. Stormwater management shall be required for new impervious outdoor dining areas.

(Code 1995, § 14-2-65; Ord. No. 3034, § 1(14-6-9), 8-4-2020)

14-6-10. Outdoor display and storage of vehicles.

- A. *Boat and travel trailer parking in residential areas.* Parking and outside storage areas for boats, travel trailers, and similar equipment shall be screened from view from other dwellings, and shall be screened from adjacent properties using one or a combination of landscaping, berm and/or decorative solid fencing, a minimum of six feet in height. Storage of equipment within public and private rights-of-way shall be prohibited.

-
- B. *Vehicular display and storage of automotive uses.* Areas used for the display of vehicles and trailers offered for sale or lease at a vehicular sales or leasing establishment, licensed by the State of Florida and the City of Kissimmee, shall meet the following requirements:
1. Display areas are not considered "parking lots"; therefore, the parking standards of chapter 14-7 do not apply, except as noted below.
 2. The vehicles/trailers shall be parked on a durable, all-weather surface as defined in section 14-7-23.E.
 3. Vehicle display areas are exempt from the parking lot landscaping requirements of chapter 14-8.
 4. The vehicle display area must be in a location approved on a site plan which does not interfere with driveways, fire lanes, landscaping or parking spaces required to meet the minimum standards for the site.
 5. Storage and display area for vehicular sales and leasing cannot be used to satisfy the required parking for any business establishment as required in chapter 14-7.
 6. Inoperable motor vehicles shall not be stored at such facilities for a period in excess of 24 hours unless the vehicle is enclosed within a building or located on a durable, all-weather surface surrounded by a solid wall or fence at least six feet high.
 7. Any operable or inoperable vehicle parked, stored, or being repaired at an automobile repair facility must have a valid motor vehicle tag and registration.
 8. No automobile repair facilities, gasoline service station or vehicular sales or leasing establishment permitted in any district shall allow any parked vehicles to intrude upon a sidewalk or other public right-of-way.
- C. *Parking, storage and display of heavy commercial vehicles and construction equipment.* No parking, storage or display of heavy commercial vehicles or construction equipment over 6,000 pounds shall be permitted, except in the IB, AI, AO, and BP zoning districts and portions of MUPUD zoning districts designated Industrial Business (IN) by the comprehensive plan. This prohibition does not include heavy commercial vehicles parked during active loading and unloading, but for no longer than 48 hours, within areas designated as loading spaces on an approved site plan. All heavy commercial vehicles shall be located on a durable, all-weather surface, as specified in section 14-7-23.E, and construction equipment may be located on a stabilized base. For the purposes of this section, a stabilized base shall be a compacted surface consisting of a material which does not generate dust.
- D. *Fleet vehicle parking.* Fleet vehicles must be owned or leased by the business establishment where they are parked and shall be clearly marked with the business' name and/or logo. Fleet vehicles are motorized vehicles and trailers, excluding construction equipment, that are used solely for the purpose of conducting activity associated with the business establishment at the location where the vehicles are parked. In the IB, BP, AO, AI, CF, UT and portions of MUPUD districts designated Industrial Business (IN) by the comprehensive plan, fleet vehicle parking areas shall meet the following standards:
1. The fleet vehicle parking area must meet the parking lot design standards established in section 14-7-23.B, E, H and K, the remainder of that section does not apply to fleet vehicle parking areas.
 2. Fleet vehicle parking areas shall meet the vehicle area landscaping requirements contained in chapter 14-8.
 3. The parking area shall be completely screened so as not to be visible from any adjacent rights-of-way or lot by decorative fencing, wall, landscaping, or other suitable buffers with a height of at least six feet unless otherwise specified in the district or site plan approval. See section 14-6-5 for fence and wall standards. Gates accessing screened parking areas must also be screened.

-
4. Employees' personal vehicles, customer vehicles and other non-fleet vehicles must be parked in an approved parking lot meeting the standard set forth in chapter 14-7.
 5. Fleet vehicle parking spaces and areas cannot be used to satisfy the required parking for any business establishment as required in chapter 14-7.
 6. Fleet vehicle parking must be approved in accordance with section 14-3-31 (Site Plan Review) to ensure development standards are met.
- E. *Temporary storage of trailers and containers.* Notwithstanding the provisions of subsection C above, the temporary placement of semi-trailers and/or shipping containers used for the storage of merchandise for a maximum of 90 days between September 15 and January 15 may be allowed with development review committee (DRC) approval in the B-3 or HC districts. Approval for such use shall be effective annually, unless revised or revoked at a later date. Semi-trailer and container storage shall be subject to the outdoor storage provisions of the zoning district, shall be located a minimum of 20 feet from all building openings on a durable all-weather surface, and shall not be located in any driveways, fire lanes, handicapped parking spaces, pedestrian ways or parking spaces required to meet the minimum standards for the site. Such storage shall be limited to lots containing a minimum of 25,000 square feet of building area. No more than four trailers shall be permitted on lots containing between 25,000 to 119,999 square feet of building area, and no more than eight trailers shall be permitted for lots containing 120,000 square feet or more of building area.

(Code 1995, § 14-2-65; Ord. No. 2038, 12-20-1994; Ord. No. 2158, 2-4-1997; Ord. No. 2264, 3-16-1999; Ord. No. 2357, 9-5-2000; Ord. No. 2379, 2-13-2001; Ord. No. 2431, 2-14-2002; Ord. No. 2457, 12-17-2002; Ord. No. 2508, 3-16-2004; Ord. No. 2589, 3-21-2006; Ord. No. 2692, 6-24-2008; Ord. No. 2721, 6-16-2009; Ord. No. 2740, 12-22-2009; Ord. No. 2741, 12-22-2009; Ord. No. 2804, 7-19-2011; Ord. No. 3034, § 1(14-6-10), 8-4-2020)

14-6-11. Outdoor display of merchandise.

Merchandise may be displayed outside of a building in the T-5, T-6, B-3 and HC zoning districts subject to the following requirements:

- A. The display shall be located within five feet of a portion of a building used by the seller, shall only be allowed along one side a building, and shall not cover an area in excess of 40 percent of the total lineal footage of the side of the building where the display is located. No items or display over six feet in height may be allowed outdoors.
- B. The display shall not encroach within any driveway, parking or loading spaces, fire lanes or landscaped areas. No display shall be located in a public right-of-way unless permitted by the form based code (see section 14-5-6.F).
- C. No display shall block a building entrance or obstruct a pedestrian path in such a manner that there is less than a five-foot-wide path to all building entrances.
- D. Items shall be displayed in such a manner that the items for sale may be partially or completely viewed by the potential purchaser without opening a container of any type. Only a single unit of each type item may be displayed. The display of multiple units of any one item, except for potted plants, is prohibited. The stacking of items in bulk such as landscape, masonry, fencing or building materials shall not be permitted, except for potted plants.
- E. Merchandise shall only be displayed during the business hours of the seller.
- F. No additional signage is allowed in conjunction with the outdoor display of merchandise.

-
- G. All equipment used to display the items for sale must be mobile and must be stored indoors or off-site when the merchandise is not being displayed.
 - H. Outdoor display must also meet any additional requirements of the zoning district in which establishment is located.

(Code 1995, § 14-2-65; Ord. No. 2038, 12-20-1994; Ord. No. 2158, 2-4-1997; Ord. No. 2264, 3-16-1999; Ord. No. 2357, 9-5-2000; Ord. No. 2379, 2-13-2001; Ord. No. 2431, 2-14-2002; Ord. No. 2457, 12-17-2002; Ord. No. 2508, 3-16-2004; Ord. No. 2589, 3-21-2006; Ord. No. 2692, 6-24-2008; Ord. No. 2721, 6-16-2009; Ord. No. 2740, 12-22-2009; Ord. No. 2741, 12-22-2009; Ord. No. 2804, 7-19-2011; Ord. No. 3034, § 1(14-6-11), 8-4-2020)

14-6-12. Outdoor storage.

The permanent outdoor storage of merchandise, supplies, or equipment in conjunction with a principal use shall be subject to the following requirements: The outdoor display of merchandise discussed in section 14-6-11, above, shall not be considered outdoor storage.

- A. The outdoor storage area shall not be located in front of the principal building, unless the lot is in an IB, AI, or AO district and the storage area is not visible from residential districts or any road designated as an arterial or collector.
- B. The storage area shall not be located in any required setback.
- C. Outdoor storage areas shall not exceed ten percent of the total lot area except in the IB, AI and AO districts, and except for nurseries and greenhouses located in a B-3 or HC district.
- D. No storage shall be allowed with[in] 25 feet of a residential district.
- E. Outdoor storage (other than related to aeronautical uses) shall be completely screened so as not to be visible from any adjacent rights-of-way or lot by decorative opaque fencing, wall, landscaping, or other suitable buffer with a height of at least six feet unless otherwise specified in the district or site plan approval. See section 14-6-5 for fence and wall standards. Gates shall also be opaque.

(Code 1995, § 14-2-65; Ord. No. 2038, 12-20-1994; Ord. No. 2158, 2-4-1997; Ord. No. 2264, 3-16-1999; Ord. No. 2357, 9-5-2000; Ord. No. 2379, 2-13-2001; Ord. No. 2431, 2-14-2002; Ord. No. 2457, 12-17-2002; Ord. No. 2508, 3-16-2004; Ord. No. 2589, 3-21-2006; Ord. No. 2692, 6-24-2008; Ord. No. 2721, 6-16-2009; Ord. No. 2740, 12-22-2009; Ord. No. 2741, 12-22-2009; Ord. No. 2804, 7-19-2011; Ord. No. 3034, § 1(14-6-12), 8-4-2020)

14-6-13. Outdoor vending equipment and machines.

- A. *Accessory to residential uses.* Vending machines and ice machines shall only be permitted in multi-family or mixed-use developments with ten units or more and located within RC-1, RC-2, MUPUD, or SRPUD zoning districts and only if in compliance with the following standards:
 - 1. Such items shall only be located at the clubhouse or recreational facility within the development and shall be located under a roof adequate to protect them against the elements;
 - 2. Such items shall not be visible from the public right-of-way. They may be screened by a wooden or vinyl fence; brick, stone or concrete wall compatible with the main structures; or shrubbery. One identification sign no larger than three inches by 12 inches shall be permitted on screening material.
- B. *Accessory to non-residential uses.* Vending machines, self-service kiosks, ice machines, propane tank storage bins and similar type machines are customary accessory uses for many commercial and retail businesses. Proliferation of these machines in outdoor areas creates an unfavorable atmosphere and image for the city, and conflicts with the general prohibition on outside uses. Vending machines, ice machines, propane tank

storage bins and similar type machines and bins may only be placed outside a building if they are under a roof or awning adequate to protect against the elements and in compliance with the following standards:

1. Shall not be installed or maintained within any part of a public right-of-way;
2. Shall be located no less than five feet from building doorways, entranceways, and emergency exits and shall comply with the Florida Accessibility Code;
3. Shall be placed flush with the building wall. A five-foot clear access for pedestrians shall be maintained at all times;
4. Shall be placed on a concrete pad or existing concrete surface;
5. Shall not be located within a required setback, open space, view corridor, landscaped area, or within a parking space or travel aisle within a parking lot and shall not be located in such a manner to impair a motor vehicle operator's view of motor vehicles, bicycles, or pedestrians upon entering, or exiting a right-of-way;
6. Shall be limited to the following number of machines and bins:
 - a. Businesses that have a minimum of two public entrances separated by more than 20 feet shall be limited to a maximum of three vending machines and two ice machines and/or propane tank storage bins, and one self-service kiosk. No more than three items may be located at one business entrance;
 - b. All other development sites shall be limited to no more than two such items outside of any building;
7. No machine or bin shall be taller than six feet in height;
8. If a machine or bin is located in front of a business window, no such item may obstruct more than one-third of the glass area of the window;
9. No additional signage, apart from that incorporated into the machine or container itself, shall be visible from the right-of-way;
10. Shall only be allowed within the downtown form-based code area if such items are not visible from the public right-of-way.

(Code 1995, § 14-2-65; Ord. No. 2038, 12-20-1994; Ord. No. 2119, 8-13-1996; Ord. No. 2158, 2-4-1997; Ord. No. 2173, 7-15-1997; Ord. No. 2445, 10-1-2002; Ord. No. 2522, 8-10-2004; Ord. No. 2692, 6-24-2008; Ord. No. 2726, 8-4-2009; Ord. No. 2741, 12-22-2009; Ord. No. 3034, § 1(14-6-13), 8-4-2020)

14-6-14. Recreational vehicles and trailers.

A. *Occupied recreational vehicles and trailers.*

1. Recreational vehicles used for living, sleeping, or housekeeping purposes may only be parked in a duly licensed mobile home park or campground.
2. Recreational vehicles may not be used for living, sleeping or housekeeping purposes while a mobile home is located on the site.

B. *Unoccupied recreational vehicles and trailers.*

1. Unoccupied recreational vehicles and trailers may be parked in multiple family housing developments and mobile home parks when located in parking areas designated for such use in the approved site plan.

-
2. Recreational vehicles and trailers may be parked on a lot used for a single family, duplex, triplex, or townhouse dwelling subject to the following standards:
 - a. The vehicle may be parked in the front, side, or rear yard. However, no more than one of these items shall be parked between the front or side of such dwellings and any adjacent right-of-way.
 - b. In no case shall a single family, duplex, triplex, or townhouse lot have more than a total of three recreational vehicles and/or trailers outdoors. Notwithstanding this, no more than one motor home and/or travel trailer as described in F.S. § 320.01(1)(b) shall be allowed. No trailers used for business activities shall be allowed on any of these lots, unless parked in a garage.
 - c. If there are more than one recreational vehicle or trailer on the site, all but one of these items shall be shielded from view from public rights-of-way and adjacent residentially zoned property by a wall or other objects that obscure the view to a height of at least six feet.
 - d. The recreational vehicles and trailers shall be owned or leased by the people who occupy the lot or their guests while staying overnight with the occupant in the occupant's single family, duplex, triplex, or townhouse unit. However, guests may not park such vehicle on the lot in violation of subsection B.2.b above or other provisions of this chapter. In addition, no guest may park such an item on the lot for more than ten nights during any 12-month time frame.
 - e. This section does not apply to duplexes and triplexes which are part of a multiple family housing development as defined in chapter 14-2.

C. *General requirements.*

1. Recreational vehicles and trailers must be located on a durable, all-weather surface. A durable all-weather surface shall consist of concrete, asphalt, brick or other permanent surfaces, not including gravel, wood chips, or other materials subject to change in structure and/or location. For the purpose of parking or storing recreational equipment or a trailer, a durable all-weather surface does not include single paver blocks, or similar material, placed under each of the items tires or a row of paver blocks, or similar material placed in such a way to lead to the dwelling units driveway or the adjacent right-of-way.
2. It shall be unlawful for any recreational vehicle or trailer to extend over, or interfere with, the use of any sidewalk or right-of-way.
3. Recreational vehicles and trailers measuring 30 feet or more shall not be parked or stored on any residential street.
34. No recreational vehicle or trailer shall obstruct the sight visibility triangle (see section 14-7-2).
- ~~4.5 The owner of the recreational vehicle or trailer (or their agent) shall document compliance with this section within 30 days of a request for such documentation from the city.~~
- ~~565.~~ Notwithstanding other provisions of this section, only existing pieces of recreational vehicles or trailers which satisfy subsection D, below, shall be grandfathered. Any replacement, transfer, additional piece, or disposal shall end the grandfather status of that piece of recreational equipment or trailer.
76. In the event that the parking of recreational vehicles or trailers impedes the flow of traffic, or causes a public safety hazard, owners may be required to move such vehicles despite being of permitted length.

- D. *Pre-existing recreational equipment and trailers.* Any resident who owned a recreational vehicle and/or a trailer at their place of residence prior to the adoption of Ordinance No. 2173 on July 15, 1997, may continue to locate that same recreational vehicle or trailer only on the same property in the same location even if the location does not satisfy those restrictions if the applicant can document that the following conditions are satisfied:

-
1. The owner of the recreational vehicle or trailer resided on the lot at which the recreational vehicle or trailers are to be stored, prior to July 15, 1997;
 2. The recreational vehicle or trailer was owned by the resident prior to July 15, 1997, and was located on the lot in the same location sometime prior to July 15, 1997;
 3. The recreational vehicle or trailer is not used for business activities and is owned by the occupant or overnight guests of the property occupant where it is parked.

(Code 1995, § 14-2-62; Ord. No. 2038, 12-20-1994; Ord. No. 2119, 8-13-1996; Ord. No. 2158, 2-4-1997; Ord. No. 2173, 7-15-1997; Ord. No. 2445, 10-1-2002; Ord. No. 2522, 8-10-2004; Ord. No. 2692, 6-24-2008; Ord. No. 2726, 8-4-2009; Ord. No. 2741, 12-22-2009; Ord. No. 3034, § 1(14-6-14), 8-4-2020)

14-6-15. Repair and manufacturing accessory to permitted uses.

Establishments in the B-3, HC and CF zoning districts may have accessory fabricating and repairing of goods on the premises provided that the following standards are met:

- A. The space dedicated to repair and/or manufacturing shall not exceed 20 percent of the gross floor area of the establishment, whether such space is located indoors or outdoors. This shall not limit the gross floor area devoted to repair activities in repair service establishments which are listed as a principal use.
- B. All repair and manufacturing processes conducted within 300 feet of a residential district shall be in completely enclosed buildings. Processes located at a greater distance may be located outdoors if approved as a conditional use and if enclosed by a solid wall or fence at least six feet high.

(Code 1995, §§ 14-2-32, 14-2-33, 14-2-39; Ord. No. 3034, § 1(14-6-15), 8-4-2020)

14-6-16. Security trailers at schools.

Mobile home dwellings may be used as security trailers on public school sites only.

(Code 1995, § 14-2-62; Ord. No. 3034, § 1(14-6-16), 8-4-2020)

14-6-17. Swimming pools.

- A. Swimming pools, spas, hot tubs and customary accessory structures such as screened enclosures are deemed accessory structures and shall meet the standards of section 14-6-1. Pool setbacks shall be measured from the water's edge.
- B. See F.S. ch. 515, for fencing requirements.

(Code 1995, § 14-2-62; Ord. No. 2038, 12-20-1994; Ord. No. 2119, 8-13-1996; Ord. No. 2158, 2-4-1997; Ord. No. 2173, 7-15-1997; Ord. No. 2445, 10-1-2002; Ord. No. 2522, 8-10-2004; Ord. No. 2692, 6-24-2008; Ord. No. 2726, 8-4-2009; Ord. No. 2741, 12-22-2009; Ord. No. 3034, § 1(14-6-17), 8-4-2020)

14-6-18. Reserved.

14-6-19. Reserved.

14-6-20. Reserved.

14-6-21. Reserved.

14-6-22. Reserved.

14-6-23. Reserved.

14-6-24. Reserved.

PART II. TEMPORARY USES

Temporary uses identified below shall not be subject to normal yard size, impervious surface area, storage, parking, access, landscape planting, and site plan review standards unless determined to be necessary as a condition of approval or unless specifically required below.

(Code 1995, § 14-2-67; Ord. No. 3034, § 1(ch. 14-6, pt. II, intro. ¶), 8-4-2020)

14-6-25. Construction trailer.

A temporary building or construction trailer, not used for residential occupancy, may be used in any zoning district for office or storage purposes only in conjunction with the construction of a project. Any such temporary trailer must receive approval from the director in order to ensure the following, and shall be removed upon completion of the project:

- A. Adequate buffering from adjacent uses and streets;
- B. Suitable access and parking; and
- C. The provision of appropriate utilities.

(Code 1995, § 14-2-67; Ord. No. 3034, § 1(14-6-25), 8-4-2020)

14-6-26. Portable storage containers.

- A. Portable storage containers, as defined in chapter 14-2, shall be allowed in a residential district in association with the relocation of the contents of a residential structure. Such containers shall not remain on the site for more than seven consecutive days.
- B. Portage [portable] storage containers shall also be allowed in conjunction with a residential renovation and can remain on the property as long as a valid permit exists. The container must be removed within seven days of building permit expiration or after construction is completed, whichever is first.
- C. Placement of portable storage containers shall not be within any public rights-of-way and shall not interfere with traffic visibility onto public rights-of-way.

(Code 1995, § 14-2-77; Ord. No. 3034, § 1(14-6-26), 8-4-2020)

14-6-27. Garage/yard sales.

- A. Garage/yard sales shall be permitted in a residential district not to exceed two times per year for up to three days per sale. Said year shall be from January 1 through December 31. See chapter 14-11 for sign regulations.
- B. Outdoor sales used as fundraising opportunities for non-profit operations or businesses shall be permitted not to exceed two times per calendar year for up to three days per sale without a special event permit. The following requirements for such activities shall apply:
 - 1. Sales shall be limited to locations within non-residential districts, or to sites occupied by non-profit operations or businesses legally established within residential districts.
 - 2. Sales shall not be located within any required setbacks, required parking spaces, drive aisles or adjacent rights-of-way, and shall not block fire hydrants, fire department connections, required sidewalks or access to any building.
 - 3. Sales shall be conducted on the same property as the primary business location of said non-profit and shall only be performed with written authorization from the property owner.
 - 4. No onsite cooking or other preparation of food shall be permitted in association with such sales.
 - 5. A building permit shall be required for any tents or temporary signage associated with the event. Such signage shall be in accordance with chapter 14-11.
 - 6. No other items associated with the outdoor sales, such as moonwalks, stages, rides or other temporary structures, shall be permitted.
 - 7. Any business exceeding the parameters outlined above must apply for a special event with sales permit and shall adhere to all of the requirements outlined in section 14-6-30(Outdoor Sales, Temporary).

(Code 1995, § 14-2-65; Ord. No. 3034, § 1(14-6-27), 8-4-2020)

14-6-28. Special events.

Special events, as defined in this Code, are allowed as a temporary use subject to the following conditions:

- A. Shall only be allowed in non-residential zoning districts, multiple family housing developments and in non-profit sites in residential districts.
- B. The temporary use of any one site for special events shall be limited to 30 days per calendar year for multi-tenant sites and 20 days per calendar year for single-tenant sites, unless specifically authorized through conditional use and site plan approval.
- C. No special event shall be permitted on a site unless adequate site improvements including paved vehicular access and parking are present. All special events and host sites shall comply with the minimum parking standards outlined in section 14-7-22.
- D. Setbacks from property lines shall be governed by the zoning district in which such event is taking place.
- E. The use of any public address or sound projection system shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m., shall not project sound onto adjacent streets or residential areas, and shall comply with the noise control provisions of chapter 22, article II of the Code of Ordinances. The use of any public address system or sound projection system may be prohibited after due warning from the city. Based on the severity of the violation of the provisions of chapter 22, article II of the Code of Ordinances, the temporary sales event may be closed immediately by order of city staff.

-
- F. Signage for special events shall comply with the standards listed in chapter 14-11 and shall be limited to two of the following:
1. One 21 square foot banner sign.
 2. One cold air balloon.
 3. One eight square foot temporary sign.
- G. The use of any right-of-way for the purposes of conducting a special event is prohibited, unless approved by the development review committee (DRC) and subject to the following provisions:
1. The special event shall be limited only to rights-of-way located within the Downtown Form-Based Code Area; or minor collector or local rights-of-way, in accordance with section 14-7-1 (Streets).
 2. Barricades and detour signs in accordance with the current edition of MUTCD (Manual on Uniform Traffic Control Devices) standards to ensure proper closure of the street and maintenance of traffic shall be coordinated with the city public works and engineering department and shall be provided at all locations where streets are to be closed. Barricade/sign details and locations shall be provided at the time of application and are subject to approval by the city engineering traffic division.
 3. Events held on closed streets shall be limited to no more than 12 hours per closure, unless additional time is approved by the city.
 4. The applicant shall be responsible for sending notice via certified return receipt mail of the event to all property owners adjacent to the affected portion of street. Written consent from affected property owners that they acknowledge and understand the entirety of the application and that the adjacent street will be closed shall be provided prior to permit issuance.
 5. Required vehicular and pedestrian access necessary for surrounding properties and businesses shall be provided and shall be indicated on the approved event layout.
 6. A lane for emergency vehicle access shall be provided and maintained at all times. No event-related items may be placed within this area designated on the approved site layout.
 7. A designated parking area located outside of the event area shall be provided to accommodate the number of citizens expected to attend the event. Other than vehicles utilized for the event, parking within the barricaded area shall be prohibited. The use of private commercial parking lots shall be prohibited unless written authorizations from the owners of such lots are submitted for city review and approval.
 8. Trash cans shall be placed throughout the event area. Immediately after the event, the applicant shall clean the site, adjacent site(s) and rights-of-way of any debris from the event.
 9. Outdoor vendors shall not be permitted, except as part of an approved special event. Event organizers shall be responsible for any outside food vendors. For special events with food vendors, the event organizer shall:
 - a. Prior to event approval by the DRC, provide a list of all food vendors and verification of their FDACS food permit to the city. This list must include all vendors anticipated to participate in the event, as well as a list of alternates that may be substituted in the event an individual vendor is unable to participate. Failure to comply with this requirement will result in vendors being barred from participation in the scheduled event;
 - b. Submit a State of Florida Department of Health food service event notification form to the department of health. This form may be obtained from city staff during DRC review;

-
- c. Require each vendor to provide their own garbage bags and to keep the area around the vendor's booth clean;
 - d. Designate, in conjunction with city staff, a specific area(s) for food vendors to be placed, as well as specific area(s) for vendor parking.
 10. Consumption or possession of alcohol shall be permitted only within cordoned-off areas if sold by vendors currently licensed to sell alcohol in the cordoned-off area, or contiguous thereto. The cordoned-off area shall be patrolled by a city police officer or officers, who shall be paid as a special detail to the city by the promoter of the special event. The number of police officers required at any special event shall be determined by the police department based on its evaluation of the security needs of the promoter and the safety of the public.
 11. Particular attention shall be given to traffic flow and control, auto and pedestrian safety, and the effect which such use and activity will have on surrounding uses, particularly where the adjoining use is residential.
- H. A special event permit application shall be obtained from the development services - planning division in accordance with the DRC schedule and at least 30 days prior but no more than 180 days prior to the desired date of the event. All permit applications shall be submitted to the department in accordance with and accompanied by the following:
1. An application fee in accordance with the applicable development review fee schedule; non-profit organizations or charitable institutions shall be exempt from payment of such fee, provided that documentation of tax-exempt status is provided.
 2. A completed special event application including a schedule of events, specific portions of requested right(s)-of-way to be closed, and all items associated with the requested event.
 3. A site sketch showing location of the proposed event, tents, temporary structures, location of barricades, life safety plan, emergency vehicle access, and signage proposed and the location of all existing site improvements, including parking lot striping, sidewalks, fire department connections, fire hydrants, and intersecting streets.
 4. Written authorization from the owner of the host site, allowing the special event and dates requested to occur and letters of authorization from all affected property owners adjacent to portions of streets to be closed.
 5. If street closures are proposed, proof of liability insurance in the amount of \$1,000,000.00 shall be provided to cover the event. This liability insurance shall cover the entire portion of the right-of-way, including sidewalks, to be used in conjunction with the event.
 6. A cash deposit or bond to cover any clean up or repairs to the right(s)-of-way caused by the event shall be provided. The amount of deposit or bond will be determined by the city after evaluating the application and determining the size [of] the event and the right(s)-of-way impacted and must be submitted prior to permit issuance. Should necessary repairs or cleaning costs exceed this amount, no further event permits will be issued until the balance has been paid to the city.
 7. Any other documentation necessary to determine the appropriateness of the application as requested by the department.
 8. Permit issuance shall constitute approval to conduct the event and covers any temporary signage, balloon or tents requested as part of the application, subject to the standards contained herein, the information provided on the application and site sketch, any conditions set by the DRC, as well as any applicable codes or ordinances. The DRC's decision may be appealed to the city commission following recommendation of the planning advisory board.

-
- I. No more than two permits for streets closures within a one-mile radius shall be granted at any given time. No street closures associated with a private special event shall occur on Broadway. The city reserves the right to deny street closure requests based on safety, welfare and other events.
 - J. A copy of all applicable permits, the approval letter, and the approved site sketch shall be posted on site in a prominent location during the event and shall be made available for presentation upon request. Failure to obtain proper permits and failure to comply with all applicable code requirements of the Code of Ordinances and the conditions of the permit shall invalidate the approval and may result in a daily fine and the forfeiture of future event dates.
 - K. The city reserves the right to limit, alter, or deny special events at any time. The city may deny a special event permit application if it is determined that the activity will adversely impact neighboring businesses or residents, impose a safety hazard, create a noise disturbance that is not appropriate for the location, place the city in a position of liability, or overextends the city's ability to provide services. The city may limit the duration of the event, including the hours of the event and the number of days it may be conducted, to minimize adverse impact caused by the activity that the city cannot manage. If the city fails to notify the applicant of a decision within 25 days of filing an application it shall be deemed denied.

(Code 1995, § 14-2-67; Ord. No. 3034, § 1(14-6-28), 8-4-2020)

14-6-29. Mobile medical units.

A temporary vehicular medical unit shall be allowed if used solely for purposes of temporarily collecting donated blood, blood cells, plasma, platelets, and the like, as well as those providing MRI, CAT scan, nuclear medicine, or other similar imaging, diagnostic, or testing procedures.

- A. General requirements.
 - 1. The use and unit shall be regulated by the State of Florida Department of Business and Professional Regulation.
 - 2. The placement of the unit and any accessory components shall not alter or obstruct the flow of traffic or present a safety hazard to vehicles or pedestrians.
 - 3. Signage permanently integrated into or part of the unit or a banner permitted by the city attached to the unit may be allowed. All other signage shall be prohibited.
 - 4. Outdoor storage to accommodate the unit shall be prohibited.
 - 5. The unit shall be located on an approved paved vehicular use area and shall not occupy drive aisles, fire lanes, or required parking spaces for the businesses that the vehicular use area serves.
- B. A mobile medical unit located on a property for up to two consecutive days shall meet the following.
 - 1. Allowed in the B-2, B-3, B-5, HC, CF, HF, BP, AI, or IB, zoning districts, the T5-M, T5-U zones, or the MUPUD zoning district with commercial future land use designation.
 - 2. The use shall not exceed two consecutive days in any seven-day period and ten total days per calendar year.
 - 3. The unit shall be clearly accessory to the primary use on site and shall not encroach within the underlying zoning district setbacks and buffers.
 - 4. There shall not be any construction or site alterations to accommodate the unit.
- C. A mobile medical unit located on property for more than two consecutive days shall meet the following provisions:

-
1. Allowed in the B-2, B-3, B-5, HC, BP, and HF zoning districts, the T5-M, T5-U zones, and the MUPUD zoning district with commercial future land use designation where medical establishments are permitted as the primary use.
 2. Shall not exceed a total of 60 days per calendar year.
 3. The units shall be accessory to a medical establishment, which has a valid business tax receipt (BTR) from the City of Kissimmee, and shall be located on the same property.
 4. The unit shall not encroach within the underlying zoning district setbacks or buffers.
 5. If the unit is not in operation for a period exceeding two consecutive days, the facility must be removed from the property.
 6. If the vehicular use area where the unit is located is necessary to accommodate requirements for another use, the unit must be removed within five calendar days.
 7. The accessibility requirements of the Americans with Disabilities Act (ADA) and pedestrian access must be provided in accordance with the Land Development Code, the Florida Building Code, and the National Fire Protection Act (NFPA).
 8. Prior to locating the unit on the property, plans shall be submitted to the development services department, planning division, outlining compliance with all of the above standards and requirements. Such plans shall also include the following:
 - a. Survey outlining location and dimensions in relationship to existing structures and improvements on site.
 - b. Any other information related to the mobile medical unit that may be requested by the city in order to make informed decisions regarding the unit.

(Code 1995, § 14-2-67; Ord. No. 2038, 12-20-1994; Ord. No. 2312, 12-7-1999; Ord. No. 2342, 5-16-2000; Ord. No. 2668, 12-18-2007; Ord. No. 2744, 12-2220-09; Ord. No. 2790, 12-21-2010; Ord. No. 3034, § 1(14-6-29), 8-4-2020)

14-6-30. Outdoor sales, temporary.

Outdoor sales of merchandise from a vehicle, stall or designated area shall constitute a roadside stand, curb market or open air market, as defined herein, and are not permitted within the city except as follows:

- A. *Outdoor sales of holiday-related merchandise.* Outdoor sales of holiday-related merchandise, specified in this section, are permitted, subject to the following restrictions:
 1. A business tax receipt fee must be paid and a license obtained before any sale shall take place; provided, however, nonprofit organizations or institutions shall be exempt from payment of such fee.
 2. A license for the outdoor sale of merchandise will only be issued for items sold in connection with the Fourth of July, Halloween (October 31), Christmas (December 25) and New Year's Day (January 1).
 3. Any license issued for sales permitted under this section shall only be valid for a temporary period of time, as prescribed below:
 - a. A maximum of ten days preceding the Fourth of July;
 - b. A maximum of 30 days preceding Halloween;
 - c. A maximum of 40 days preceding New Year's Day.

-
4. Outdoor sales of holiday-related merchandise are subject to the following restrictions:
 - a. Shall only be located on privately owned lots with adequate access and located within the HC, B-3, MUPUD zoning districts or T5-M and T5-U zones.
 - b. The sales area shall be set back a minimum of 50 feet from all property lines; pyrotechnical items shall meet the following setbacks:
 - i. 200 feet from a site housing any fuel storage of any kind, measured from the property line of such site.
 - ii. 100 feet from any restaurant or lounge and from any parking area in connection with same.
 - iii. 1,000 feet from any school or church and any parking area in connection with same.
 5. All pyrotechnical items sold must be approved by state laws regulating same and all persons selling pyrotechnical merchandise must be licensed by the state fire marshal.
 6. Pyrotechnical items may be sold if each item and sales location have been approved by the city fire inspector.
 7. Signage for outdoor sales shall comply with the standards listed in chapter 14-11 and shall be limited to two of the following:
 - a. One 21 square foot banner sign.
 - b. One cold air balloon.
 - c. One eight square foot temporary sign.
 - B. *Outdoor sales in conjunction with special events.* Outdoor sales may be allowed as a temporary use by the development review committee (DRC) if such open-air sales are deemed by the DRC to be in the best interest of the public and associated with a special event approved in accordance with section 14-6-28 (Special Events). Such sales do not constitute retail sales establishments as defined herein, but shall be subject to the following provisions:
 1. The outdoor sales of vehicles shall be limited to 15 days per calendar year for multi-tenant sites and ten days per calendar year for single-tenant sites. Those days used for outdoor sales of vehicles shall count against the total days for outdoor sales.
 2. The special event permit shall be obtained before any outdoor sale can take place. See section 14-6-28 (Special Events).
 3. Any business not holding a business tax receipt for sales within the city shall obtain said license prior to permit issuance.

(Code 1995, § 14-2-67; Ord. No. 3034, § 1(14-6-30), 8-4-2020)

14-6-31. Reserved.

14-6-32. Reserved.

14-6-33. Reserved.

14-6-34. Reserved.

PART III. STANDARDS FOR SPECIFIC USES

14-6-35. General.

The following sections establish additional standards for uses that are allowed by right or through conditional use approval, as specified in chapter 14-4. In addition to the standards listed below, conditional uses shall also comply with the approval criteria set forth in section 14-3-29. The intent of this part is to ensure that certain uses shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity.

(Ord. No. 3034, § 1(14-6-35), 8-4-2020)

14-6-36. Bed and breakfast.

The following standards shall apply to all bed and breakfast establishments:

- A. Bed and breakfast establishments shall only be located within the Bed and Breakfast Overlay District within the CRA.
- B. The owner or manager of a bed and breakfast facility shall live on the premises.
- C. Separate toilet and bathing facilities shall be provided for the exclusive use of guests.
- D. Occupancy shall be on a transient basis such as in a hotel, motel or other similar public lodging. No individual shall occupy the establishment for a continuous period of time that would vest any rights provided for in F.S. ch. 83, Landlord and Tenant.
- E. Cooking facilities shall be approved by the Florida Department of Health. Cooking shall be for overnight guests and residents only. No cooking facilities shall be allowed in guest bedrooms.
- F. Neither hired receptions nor parties shall be permitted in bed and breakfast establishments located in residential zoning districts.
- G. Bed and breakfast establishments shall comply with appropriate health permits, building and fire codes, and business licenses, including, but not limited to, a license from the division of hotels and restaurants applicable to such use.
- H. In addition to the parking required for the residence, one parking space shall be provided for each guestroom. The board of adjustment may vary the parking requirement for those properties listed on the local register of historic places, based on site constraints, including, but not limited to, small yards, inadequate space for parking, and the availability of on-street parking. Properties within the historic preservation overlay must have approval from the historic preservation board.
- I. Signs shall be in conformance with chapter 14-11.
- J. The maximum number of rooms for guests shall be as follows:

Building Size (Gross Floor Area)	Maximum Guestrooms
Less than 1,200 square feet	1
1,200—1,800 square feet	2

1,801—2,400 square feet	3
2,401—3,000 square feet	4
3,001—3,600 square feet	5
Over 3,600 square feet	8

(Code 1995, § 14-2-47; Ord. No. 2629, 12-12-2006; Ord. No. 3034, § 1(14-6-36), 8-4-2020)

14-6-37. Child care facilities.

Child care facilities shall meet the following standards:

- A. Child care facilities are permitted as shown in tables 4-1 and 4-2. However, where shown as P/C (permitted/conditional), facilities within 300 feet from a residential zoning district require conditional use approval.
- B. Child care facilities shall provide adequate short-term parking to accommodate pick-up and drop-off areas which are not located in the public right-of-way.
- C. The location of parking for the child care facility shall be easily identifiable and separated from any parking required for other uses in the surrounding area in order to reduce parking conflicts.
- D. Separate lanes designated for ingress and egress of vehicular traffic shall be considered in parking areas to minimize negative impacts on parking lot flow.
- E. A pick-up/drop-off area shall be established in close proximity to the entrance of the child care facility to ensure safe ingress and egress into and out of the building.
- F. Adequate area for pick-up/drop-off shall be provided so that off-site traffic flow is not negatively impacted by on-street stacking or stopping. Sufficient turnaround areas should be provided so that traffic associated with the child care facility does not back up onto public roadways.
- G. Access to pick-up/drop-off areas shall be easily identifiable and located so as not to negatively impact or interfere with on-site traffic circulation or required parking. Adequate area shall be provided to absorb on-site queuing requirements during peak hour traffic to minimize any negative impacts to on-site circulation.
- H. For multi-tenant sites, pick-up/drop-off areas shall be separated from other tenant parking to reduce conflicts.

(Ord. No. 3034, § 1(14-6-37), 8-4-2020)

14-6-38. Communication towers and facilities.

Communication towers and facilities, as defined in chapter 14-2, shall meet the following standards:

- A. *Statement of need.* A statement shall be submitted which indicates the purpose of the communication tower or other communication facility, the benefits to be derived by the public as a result of the tower or other facility, and the availability of existing communication towers and other communication facilities which are technologically able to allow the owner/operator of the proposed tower or other facility to provide service to the service area of the owner/operator or service provider.
- B. *Lot size exception.* No minimum lot size is required for communication towers.

- C. *Residential district separation.* The distance from the base of the communication tower to residentially zoned lots, must be equal to or greater than the following:
1. *Camouflaged communication towers.* The distance shall be a distance equal to or greater than the tower height.
 2. *Monopole and similar communication tower types.* The distance shall be a distance equal to or greater than the tower height or 100 feet, whichever is greater.
 3. *Other tower types (including lattice and guyed tower types).* The distance shall be three times the tower height or 200 feet, whichever is greater.
- D. *Separation between communication towers.* The distance from the base of one communication tower to the base of other communication towers (including unbuilt towers which have a valid building permit or a valid conditional use, site plan, or PUD or BP district preliminary plan), must be equal to or greater than the following. Compliance with these separation requirements must be demonstrated by the applicant by using written information prepared by a civil engineer or surveyor registered with the State of Florida.

Proposed Tower Type:	Existing Towers - Types (Required Separation in Feet)			
	Camouflaged Less Than 75 ft. in Height	All Other Tower Types Less Than 75 ft. in Height	Monopole, Similar Tower Types and Camouflaged 75 ft. in Height or Greater	Other Tower Types (including Lattice & Guyed) 75 ft. in Height or Greater
Camouflaged - Less Than 75 ft. in Height	0	0	0	0
All Other Tower Types - Less Than 75 ft. in Height	0	750	750	750
Monopole, Similar Tower Types and Camouflaged - 75 ft. in Height or Greater	0	750	1,500	1,500
Other Tower Types (Including Lattice & Guyed) - 75 ft. in Height or Greater	0	750	1,500	1,500

- E. *Other minimum separation requirements.* Communication facilities and communications equipment shall not be located in front of any principal building on the lot and shall not be located in a required yard. A minimum setback of ten feet to property lines is required for the guy lines for any guyed tower. In addition, communication towers must comply with the following separation requirements:
1. The distance from the base of a communication tower to a public right-of-way must be equal to or greater than the tower height, except that camouflaged communication towers must only be set back a distance equal to 50 percent of the tower height.
 2. The distance from the base of a communication tower to other property lines shall be at least 20 percent of the tower height.
 3. The distance from the base of a communication tower to Lake Tohopekaliga must be equal to or greater than three times the tower height, except that camouflaged communication towers must only be set back a distance equal to 50 percent of the tower height.
- F. *Security barrier.* Each communication tower and communication equipment cabinet shall be surrounded by a six-foot high wall or fence with a locked security gate.

-
- G. *Landscaping.* The visual impacts of a communication tower and communication equipment cabinets shall be mitigated for nearby viewers through landscaping or other screening materials at the base of the tower and cabinets. The following landscaping and buffering shall be the minimum required around the perimeter of the tower and cabinets. This landscaping and buffering shall be located on the outside of the wall or fence. Further, existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute of or a supplement for the landscaping and buffering requirements.
1. A row of evergreen trees with a minimum height of eight feet and a maximum separation of ten feet shall be planted around the perimeter of the wall or fence.
 2. If the wall or fence is not a solid wall or fence, a hedge at least 2½ feet high at the time of planting shall be planted near the perimeter of the wall or fence. This hedge shall be spaced and maintained so as to form a continuous, unbroken, solid, visual screen within one year after planting. Such spacing shall be no more than 30 inches on center at the time of planting.
- H. *Height of communication towers.* Communication towers shall not extend over 200 feet above the ground. Communication towers on buildings shall not exceed the building height by more than 40 percent. All communication towers shall comply with the height limits in chapter 8-1 of the Code, and the zoning districts in which the towers are located. The height of towers should be minimized to the maximum extent practical justification for the proposed tower height shall be submitted by the applicant. Evidence of compliance with Federal Aviation Administration (FAA) requirements governing structure heights shall also be submitted to the city. This evidence shall include, where applicable, a copy of the submitted FAA Form 7460-1, attachments submitted with the form, and a copy of any FAA responses. For purposes of determining tower height for compliance with the requirements of this section, the height shall be measured to include communication antennas located on the tower.
- I. *Illumination.* Communication towers and associated communication antennas shall not be artificially lighted except to assure human safety or as required by the FAA. At the time of construction, in cases where there are residentially zoned areas within a distance equal to three times the height of the tower, dual mode lighting shall be requested from the FAA.
- J. *Finished color.* Communication towers and associated communication antennas not requiring FAA painting/markings shall have either a galvanized finish or be painted a non-contrasting blue or gray finish. The color should be selected so as to minimize the equipment's visibility. Compliance with these requirements does not mean that the tower is a camouflaged communication tower.
- K. *Structural design.* Each new communication tower must be designed so that in the event a tower falls it will collapse only within the property lines of the lot on which the tower is located. No building permit shall be issued for a new communication tower until the applicant has provided verification of compliance with this design requirement from an engineer registered by the State of Florida. In addition, the construction of new communication towers shall comply with all city construction codes.
- L. *Noninterference.* No communication facility and no communication equipment shall be designed or operated in a manner which interferes with public safety communications. Frequency coordination is required to ensure noninterference with public safety systems and operations. Compliance with this requirement must be demonstrated by the applicant by using written information prepared by a communications expert or by submitting suitable Federal Communications Commission (FCC) information which verifies compliance.
- M. *Signage.* Each communication tower site shall be posted with signage to identify it as a "No Trespassing Area." No signage, other than governmentally required signage, shall be placed on a communication tower or communication equipment.
- N. *Site plan.* A site plan shall be required for new communication towers in accordance with section 14-3-31.

O. *FCC compliance.* No building permit may be issued for a new communication facility until the applicant has demonstrated that the proposed facility complies with FCC requirements.

P. *Co-location of communication antenna.*

1. *Use of existing communication towers.* New communication towers shall not be allowed unless the applicant can demonstrate that it is not feasible to use existing communication towers or other communication facilities. Factors to consider when evaluating the feasibility of joint use of existing communication facilities include, but are not limited to, the following: lack of structural capacity; radio frequency interference; geographic service area requirement problems; mechanical or electrical incompatibilities; excessive costs (if fees and costs for sharing would exceed the cost of the new communication tower amortized over a reasonable time period); FCC limitations which would preclude joint use; and difficulty complying with other requirements of this chapter.
2. *Co-location on new communication towers.* New communication towers shall be engineered and constructed to accommodate the following unless the applicant can demonstrate that such accommodation is not technologically, structurally, or cost feasible:
 - a. One additional communication service provider (such as a personal wireless service provider) if the new communication tower extends less than 75 feet above the ground.
 - b. Two additional communication service providers if the new communication tower extends 75 feet or more above the ground.

If co-location is determined to be feasible, verification from an engineer registered by the State of Florida shall be submitted which demonstrates that the communication tower is designed to accommodate the required number of service providers.

In addition, the owner/operator shall submit a joinder and consent or subordination agreement, in a form acceptable to the city attorney, which shall indicate that the owner/operator shall make the communications tower and site available to other legitimate service providers at a price equal to or lower than the market rates where feasible and subject to reasonable terms. Factors which may impact determinations regarding feasibility include, but are not limited to: the use of sound engineering principals, the impact of the co-location on the structural integrity of the tower, and the impact of the co-location on existing tower users. Factors which may impact determinations regarding reasonable terms include, but are not limited to: the capitalized cost of the communication tower and land, the amount of lease payments, the incremental cost of designing and constructing the tower to accommodate additional users, increases in maintenance expenses due to co-location, and a fair return on investment which is consistent with rates paid for comparable tower sites for co-location.

These instruments shall be recorded by the owner/operator at its expense. Any communication tower which has a valid approval may, without new conditional use approval, add additional communication antennas in accordance with a city approved tower design - unless prohibited by the conditions of a prior conditional use or other governmental approval

A communication tower which is designed to accommodate more than two service providers shall be granted a 20 percent reduction to the separation distances between towers discussed in subsection D above. Use of this incentive shall not be construed in a manner which would cause the tower or any existing lawfully established communication towers to be penalized with regard to criteria in subsection D.

3. *Review fees.* The city may charge the applicant a reasonable fee for the cost of reviewing applicant submittals and other information in order to help determine the feasibility of using existing communication towers and the feasibility of co-location on new communication towers.

-
- Q. *Miscellaneous communication antenna requirements.* The placement of communication antennas should be considered during the conditional use approval process. Communication antennas mounted on buildings shall be camouflaged or screened from view to the maximum extent practical. Communication antennas mounted on buildings in the following districts shall be less than 20 feet tall and shall be camouflaged: RC-1, RC-2, B-2, B-5, RPUD, SRPUD, and MUPUD. Communication antennas shall not be mounted on buildings primarily used as a single family dwelling, duplex, or triplex. Communication antennas mounted on communication towers should utilize the minimum visible area practical and should be mounted in a manner which minimizes the visual impacts on residential areas, public rights-of-way, and Lake Tohopekaliga.
- R. *Miscellaneous communication equipment cabinet requirements.* Communication equipment cabinets must comply with all government health, fire, and safety requirements. Information shall be submitted indicating the types and amounts of any flammable, explosive, or other hazardous materials expected to be located in these cabinets. The placement, size, or number of cabinets must be indicated on the site plan. Any cabinets located on a building must be screened from view from public rights-of-way or camouflaged. Any cabinets located on buildings in the following districts shall be less than eight feet tall and shall be camouflaged: RC-1, RC-2, B-2, B-5, RPUD, SRPUD, and MUPUD. Communication equipment cabinets shall not be located on buildings primarily used as a single family dwelling, duplex, or triplex.
- S. *Electric utility exemption.* An electric utility provider may be exempted from separation standards (see subsections C, D, and E, above) only if the communications antenna involved are used solely for the administration of the electric utility. An exemption from the separation requirements shall automatically exempt the electric utility provider from the requirements in subsection P, above. The exemptions granted shall only be granted if the applicant can demonstrate that compliance with these sections is not technologically or cost feasible.
- T. *Public safety exemption.* All government communication towers with public safety systems or equipment may be exempted from separation standards (see subsections C, D, and E.1, above). These exemptions shall only be granted if the applicant can demonstrate that compliance with these sections is not technologically or cost feasible. Any such exemptions shall not be considered as precluding the co-location of other service providers.
- U. *Tower abandonment.* In the event that the use of a communication tower which was constructed after March 31, 1996, has been discontinued for a period of 180 consecutive days, the tower shall be deemed to be abandoned. Upon such abandonment, the owner/operator of the tower shall have an additional 180 days within which to reactivate the use of the tower, transfer the tower to another owner/operator who makes actual use of the tower, or dismantle and remove the tower. At the earlier of 181 days from the date of abandonment without reactivation or upon completion of dismantling and removal, any conditional use and/or variance approval for the tower shall automatically expire. Upon owner/operator application to the city manager (or designee thereof) prior to the expiration date, the period prior to expiration may be extended for up to an additional three months for good cause. An additional extension of up to nine months may be granted by the city commission for good cause. In order to help determine if abandonment has occurred, the city may request affidavits and other documentation from the communication tower owner/operator regarding the issue of tower usage.
- V. *Tower rebuilding.* When a communication tower is being rebuilt, after receiving conditional use approval to comply with current regulations, the pre-existing tower may be allowed to remain on site while the replacement communication tower is being constructed. Within 45 days of the completion of the replacement communication tower, only one tower may remain on site.
- W. *Tower modifications.* Each modification of an existing communication tower must be designed so that in the event a tower falls it will collapse only within the property lines of the lot on which the tower is

located. No building permit shall be issued for a construction modification to an existing tower until the applicant has provided verification of compliance with this design requirement from an engineer registered by the State of Florida. In addition, modifications to existing communication towers shall comply with all city construction codes.

- X. *Equipment cabinets.* Any replacement of equipment cabinets and any modification in the location, size, or number of these facilities after site plan approval must be approved by the building official.

(Code 1995, §§ 14-2-68.5, 14-2-206; Ord. No. 2158, 2-4-1997; Ord. No. 3034, § 1(14-6-38), 8-4-2020)

14-6-39. Community residential homes.

Community residential homes, as defined in chapter 14-2, shall be separated from another such use by at least 1,200 feet (measured property line to property line) and from a single family residential district by at least 500 feet.

(Code 1995, § 14-2-61; Ord. No. 3034, § 1(14-6-39), 8-4-2020)

14-6-40. Drive-through facility.

A drive-through facility, as defined in chapter 14-2, may be allowed as accessory to a principal use provided the design of the facility complies with the following standards:

- A. Drive-through facilities, including service window(s), menu board(s), and vehicle drive aisles, shall not be placed between the right-of-way and the associated building.
- B. Drive-through windows without menu boards shall be located at the side or rear of the building, and shall be located in a manner where they cannot be seen from the public rights-of-way.
- C. Drive-through facilities for restaurants and other uses that utilize a menu board shall be required to have the menu board located at the rear of the building and be located in a manner where it cannot be seen from public rights-of-way. Drive-through facilities on either side of a building that are visible to pass-by traffic shall be screened by a five-foot-wide landscape buffer of a length to cover the entire drive-through stacking area.
- D. Alternate locations for drive-through windows or menu boards may be considered by the development review committee (DRC) or planning advisory board (PAB) on a case-by-case basis if the location furthers the intent of this section.
- E. A permanent covered porte-cochere type structure, other than awning/canvas type structure(s), shall be installed to extend the width of the drive-through and covering the service window(s). Such structure shall comply with applicable zoning district building setbacks; be integrated structurally and architecturally into the design of the building; and shall be the same as the rest of the building elements that the drive-through use serves.
- F. Drive-through facilities shall not be allowed as freestanding buildings separate from the principal building, except for automated teller machine (ATM) kiosks.
- G. A minimum stacking lane distance of 100 feet shall be provided for each service window. Additional stacking lane distance shall be provided beyond the minimum if warranted by the specific use, as determined by the project's traffic impact analysis/statement, the DRC, and/or the planning advisory board. Stacking lanes shall be designed so that waiting vehicles do not extend into travel lanes or drive aisles, and the stacking measurement shall begin at the service window. Stacking lanes shall be designed to allow waiting motorists to exit to a bypass lane before reaching the service window.

-
- H. Drive-through facilities shall also comply with the requirements of any applicable design guidelines adopted by the city.
 - I. A site plan shall be submitted in accordance with section 14-3-31 for review and approval. The addition of a drive-through facility to an existing building shall meet as many of the above standards as is practically possible, as determined by the DRC and/or planning advisory board. Alternate designs shall be explored to reduce the visual impact from public rights-of-way. Design features such as cross access and circulation with adjacent uses, and pedestrian connections to other adjacent uses may be required.

(Code 1995, § 14-2-65; Ord. No. 3034, § 1(14-6-40), 8-4-2020)

14-6-41. Mobile home and RV parks.

Mobile home and recreational vehicle (RV) parks shall meet the use and dimensional standards contained in chapter 14-4 and the following standards:

- A. *Permitted uses.* Mobile home and RV parks are intended for occupancy by single family mobile home dwellings, recreational vehicles, and similar vehicles on rental sites or common ownership arrangements such as condominiums.
- B. *Accessory uses and structures.* Customary accessory uses and structures in conformance with Part I of this chapter are permitted in mobile home parks, including an [any] administration and maintenance buildings, storage facilities, recreational facilities, and community centers. No business uses are permitted, other than home occupations. The accessory buildings shall have a minimum setback of 25 feet from mobile home park tract boundaries along a public street right-of-way, 25 feet (including a 15-foot landscape strip) from any adjoining single family residential district, and 15 feet in all other situations. In addition, no such building shall be within 20 feet of any other building in the mobile home park, including mobile homes. Parking spaces shall be located no closer than ten feet from the public right-of-way.
- C. *Mobile home/recreational vehicle sales.* The sale, by its owner or licensed dealer, of used mobile homes or recreational vehicles on sites presently or previously occupied by the owner of such mobile home is permitted.
- D. *License.* Each mobile home unit originally moved onto the site as a separate mobile home shall be licensed each year as provided under F.S. § 320.081.
- E. *Parking.* Each mobile home site shall be supplied with two parking spaces. One space shall be located on a paved driveway extending from the private street pavement; the other space may be provided in a parking lot within 200 feet of the site. Parking lot spaces shall not directly back onto a street.
- F. *Additions.* Structures of a permanent nature added or attached to a mobile home, such as enclosed porches, screened enclosures, storage closets and carports, shall conform to all applicable provisions of the building code. No such addition shall be used for sleeping, cooking or sanitary purposes. The total combined area of all such additions, except carports, shall not exceed the gross area of the mobile home itself.
- G. *Utilities.* Each site shall be supplied with water, sewer, electrical, and telephone connections with the service of such utilities to be underground.
- H. *Open space.* All mobile home parks shall provide common open space at a rate of 200 square feet per mobile home site, or a total of 10,000 square feet, whichever is more. Yards, lakes and other waterways, including retention and detention ponds, shall not be used in the calculation to satisfy this requirement.

-
- I. *Vehicular access.* Each mobile home site shall abut a paved private street or drive at least 24 feet in width which is located within a 30-foot-wide common area.
 - J. *Pedestrian circulation.* Pedestrian paths or sidewalks shall be required.
 - K. *Fire protection.* The National Fire Protection Association (NFPA) provisions relative to "Manufactured Homes Installations, Sites and Communities" (as adopted by section 24-19 of the Code) shall be met.

(Code 1995, § 14-2-28; Ord. No. 3034, § 1(14-6-41), 8-4-2020)

14-6-42. Recycling collection centers and containers.

- A. Permanent, manned recycling collection centers shall be allowed as a conditional use within the IB, and AI zoning districts when in compliance with the following criteria:
 - 1. The use shall be conducted wholly within a structure or building.
 - 2. No processing shall take place on-site, unless in accordance with all of the following:
 - a. The facility shall be located in an IB or AI zoning district;
 - b. The facility is located more than 500 feet from any adjacent residentially zoned district.
 - 3. No unmanned drop-offs of items for collection shall be permitted.
 - 4. All items associated with the recycling collection center shall meet zoning district setbacks.
 - 5. Site shall be maintained free of litter and any other undesirable materials, shall be cleaned of loose debris on a daily basis and shall be secured from unauthorized entry and removal of materials when attendants are not present.
 - 6. The containers shall be clearly marked to identify the type of material that may be deposited. The facility shall display a notice stating that no material shall be left outside the recycling containers.
 - 7. Any drive-through facilities designated for donation shall follow the standards for drive-through facilities outlined in section 14-6-40.
 - 8. The facility shall be clearly marked with the name and phone number of the facility operator and the hours of operation.
 - 9. No dust, fumes, smoke, vibration or odor above ambient level shall be detectable on neighboring properties.
- B. Unmanned recycling collection containers shall be permitted in the B-3, HC, IB, AI, and CF zoning districts under the following conditions:
 - 1. Recycling collection containers shall be prohibited within the form-based code area and within rights-of-way and public land.
 - 2. Any containers provided for after-hours donation of recyclable materials shall not be located within a required setback, open space, or landscaping area, or within a parking space or travel aisle within a parking lot, shall not cause adjacent drive aisles to be blocked during drop-off or pick-up, shall not be located within 60 feet of an access point, and shall not be located in such a manner to impair a motor vehicle operator's view of motor vehicles, bicycles, or pedestrians upon entering, or exiting a right-of-way.
 - 3. If more than one container is located on site or exceeds nine feet by nine feet in size, these containers shall not be located between any building façade and adjacent street, except on lots with three or

more street frontages, the containers shall be located in the rear of the lot behind the façade of the building.

4. All containers shall be of sturdy, rustproof construction, shall have sufficient capacity to accommodate materials collected and shall be secure from unauthorized entry or removal of materials.
5. Donation areas shall be kept free of litter and any other undesirable material. The containers shall be clearly marked to identify the type of material that may be deposited. The facility shall display a notice stating that no material shall be left outside the recycling containers.
6. No additional signage, apart from that incorporated into the container itself, shall be visible from the right-of-way.
7. Containers shall be placed on a concrete pad or existing concrete surface.
8. A name and contact number for the party responsible for the container shall be listed clearly on the site of the container.
9. A building permit shall be obtained for the placement of any such containers.

(Code 1995, § 14-2-65; Ord. No. 2038, 12-20-1994; Ord. No. 2158, 2-4-1997; Ord. No. 2264, 3-16-1999; Ord. No. 2357, 9-5-2000; Ord. No. 2379, 2-13-2001; Ord. No. 2431, 2-14-2002; Ord. No. 2457, 12-17-2002; Ord. No. 2508, 3-16-2004; Ord. No. 2589, 3-21-2006; Ord. No. 2692, 6-24-2008; Ord. No. 2721, 6-16-2009; Ord. No. 2740, 12-22-2009; Ord. No. 2741, 12-22-2009; Ord. No. 2804, 7-19-2011; Ord. No. 3034, § 1(14-6-42), 8-4-2020)

14-6-43. Residential development.

Duplexes, townhomes, triplexes, and multi-family developments shall meet the following standards in addition to all other requirements of the Land Development Code. In the case of mixed-use developments, the residential portion shall also meet the standards of this section. Properties within the form-base code area shall comply with the standards of chapter 14-5.

- A. When garages are alley (rear) loaded, there shall not be more than eight townhomes within one building. However, when front-loading parking, with or without garages, is proposed, individual buildings may include no more than six units within one building.
- B. No more than four townhome or multi-family buildings with the same orientation shall be built in a row, except when they are all facing the right-of-way.
- C. No more than three units within a single building shall be single story.
- D. Each duplex and townhome unit shall have an independent entrance, which shall open to the front of the unit. Common entrances shall be prohibited.
- E. External/outdoor stairwells shall be prohibited for all housing types.
- F. Entrances to individual multi-family units may be established from a common interior breezeway or hallway.
- G. A variation of building designs and architectural styles shall be used when developing more than four separate buildings.
- H. The front façade of each building shall have variable setbacks from the street to avoid monotonous façades.
- I. The distance between adjacent driveway surfaces and/or garage doors shall vary to avoid monotony.
- J. Landscaping shall be provided within the driveway separators required in chapter 10 (see Figure 6-1).

Figure 6-1: Landscaping in Townhome Developments



- K. Architectural features, such as gables, dormers, entranceways, proportioned and trimmed front windows, and porches or patios (suitable in size to accommodate seating for the dwelling's occupants) shall be emphasized.
- L. All elevations shall incorporate a comparable proportion of window surface area and associated ornamental features, such as molding and muntins, exposed rafters, decorative gables, dormers, first and second floor horizontal divider banding, decorative trim features, or similar elements.
- M. All elevations shall incorporate the same amount and style of architectural detailing and materials along the roofline and eaves as that provided on the front façade.
- N. Where false windows are utilized in lieu of actual windows, they shall be constructed so as to appear as actual windows with significant details, real glass (may be screened on the inside with window coverings), authentic molding materials, and with authentic sill and frame depths necessary to give the appearance of authentic windows enclosing an interior space.
- O. Stoops, colonnades, and open-sided porches in multi-family developments shall be located no less than five feet from the internal street or drive.
- P. All residential dwellings shall be raised a minimum of 18 inches from finished exterior grade. Waivers from this requirement may be approved during site plan review by DRC for alternative design proposals consistent with this provision's intent of requiring traditional architectural design themes.
- Q. All front-loading garage doors shall incorporate a pattern (stamped doors or similar design) or windows. In addition, at least one of the following design features shall be required:
 - 1. A garage door surface that is recessed a minimum of one foot behind the front face of the garage wall;
 - 2. An overhead trellis or arbor feature spanning over the garage opening and projecting a minimum of three feet from the face of the garage; or
 - 3. A useable space (i.e., air conditioned or open air balcony) that projects overhead from the front face of the garage (minimum three feet; cantilevered or with supporting columns), and extends over the full width of the garage opening.
- R. Each unit shall be self-contained with respect to utilities, heating and air conditioning. All outdoor mechanical equipment, such as heating, air conditioning and ventilation systems, shall be visually screened from the street.
- S. Parking spaces other than on-street parallel spaces or those spaces within driveways shall be located behind or to the side of the principal structures that front on a street or internal drive.

-
- T. All land within the project shall be developed and maintained in a neat and orderly condition. Deed covenants shall be developed to ensure the maintenance and upkeep of areas and facilities retained in common ownership, in order to provide a safe, healthful and attractive living environment within these types of projects, and to prevent the occurrence of blight and deterioration of the individual units.

(Code 1995, § 14-2-60; Ord. No. 2038, 12-20-1994; Ord. No. 2139, 11-26-1996; Ord. No. 2589, 3-21-2006; Ord. No. 2609, 9-19-2006; Ord. No. 2690, 6-10-2008; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-6-43), 8-4-2020)

14-6-44. Short-term rentals and time-share dwellings.

- A. *Time-share units and state statutes.* Time-share units as defined in F.S. § 721.05, shall be regulated in accordance with the nature and use of the real estate time-share property, without regard to the form of ownership (per F.S. § 721.25). Prior to the occupancy of a time-share unit, proof of compliance with F.S. ch. 721, and the following provisions shall be submitted to the director in a form acceptable to the city attorney.
- B. *Short-term rentals and time-share units in existing residential dwellings.* The rental of a dwelling for less than 30 days in a residential district is prohibited except in the following cases:
1. The dwelling is located in an SRPUD or MUPUD district within an STRO district and the dwelling was approved by the city for short-term rental or time-share use during the planned unit development approval process or the dwelling was approved prior to the creation of STRO district regulations and the approval remains in effect.
 2. The dwelling is approved as a conditional use in a residential district (see Table 4-1) in accordance with this section and is located in a STRO district, or was approved prior to the creation of STRO district regulations and the approval remains in effect.
- C. *New development.* New short-term rentals and time-share dwellings shall meet the following standards:
1. *Minimum project size.* Two acres and at least 12 dwelling units.
 2. *Roadway access.* Direct access to a collector or arterial road.
 3. *Buffer.* The development shall be separated on each side from areas which have not been approved for short-term rental or time-share dwelling use by a 15-foot or wider common area buffer with dense vegetation or a wall at least six feet high. A waiver to the size of the buffer may be granted by the DRC when the development is adjacent to a non-residential district.
 4. *Location within mixed developments.* Developments which have one or more sections approved for short-term rentals or time-share units and one or more sections not approved for short-term rentals or time-share dwellings shall locate the sections approved for short-term rentals and time-share dwellings in the front of the development or shall provide separate driveway access to such sections.
 5. *Property owners association.* Developments shall be subject to a property owners' association which is responsible for suitably maintaining all common area buffers and which has the authority to assess all property owners for common area buffer maintenance expenses.
 6. *Conversions.* Conversion of existing dwellings to short-term rental or time-share units shall not be approved unless at least 80 percent, or the more restrictive standard in any specific property regulations controlling the property (example: association documents), of the owners in the development demonstrate acceptance of the conversion in a manner suitable to the city attorney.
 7. *Sales contracts.* All sales contracts involving the sale of lots or dwelling units in short-term rental or time-share developments shall indicate in bold red type that residential lots in the development may be used for short-term rental or time-share residential units.
 8. *Licenses.* Applicable city, county, and state licenses shall be obtained.

9. *Other conditions.* Developments shall comply with any other conditions deemed necessary and just.
(Code 1995, §§ 14-2-73, 14-2-74; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-6-44), 8-4-2020)

14-6-45. Temporary labor service establishments.

- A. *Gathering areas.* Temporary labor service establishments shall have enough space on site for any of the temporary employees which need to gather on site prior to traveling to their work assignments. The areas to be used for this purpose shall be in locations which are clearly marked, easily accessible for the temporary employees, and suitably placed in relation to other site features. Such locations must either be indoors or in areas bordered by screening materials which fully or partially obscure the view of the area to a height of six feet or more.
- B. *Separation from residential zoned property.* Temporary labor service establishments shall only be allowed on a lot located at least 300 feet from the boundaries of a residential district (as defined in chapter 14-2).

(Code 1995, § 14-2-206; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-6-45), 8-4-2020)

14-6-46. Utility facilities, minor.

Mechanical equipment intended to serve non-residential districts shall be permitted outside of the UT district. Examples include sewer lift stations and telephone switching boxes. Landscape screening is required unless waived by the director due to the small size of the equipment or due to safety hazards or operational problems which would result from the landscaping. Sewage treatment plants, water plants, power plants, similar facilities, and communication towers and other communication facilities as defined in chapter 14-2 are not considered minor utility facilities.

(Code 1995, § 14-2-62; Ord. No. 2400, 12-11-2001; Ord. No. 2515, 7-6-2004; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-6-46), 8-4-2020)

14-6-47. Self-storage facilities.

Self-storage facilities are allowed as noted in Table 4-2. However, they shall be designed to and constructed in accordance with the following requirements (Figure 6-2):

- A. In districts other than IB, self-storage facilities are only allowed as part of a mixed-use development, as defined in chapter 14-2, and must include retail, restaurants or office uses on the ground floor.
- B. Access to the individual storage units shall not be visible from the street and may only be provided from interior spaces.
- C. There shall be no outdoor storage allowed.
- D. Loading docks shall be located inside the building.
- E. Privacy fences or walls are not allowed around the property unless they are required by this Code.

Figure 6-2: Examples of Self-Storage Facilities



(Ord. No. 3034, § 1(14-6-47), 8-4-2020)

14-6-48. Reserved.

14-6-49. Reserved.

PART IV. PERFORMANCE STANDARDS

The following standards shall be met by all development.

(Code 1995, § 14-2-72; Ord. No. 3034, § 1(ch. 14-6, pt. IV, intro. ¶), 8-4-2020)

14-6-50. Noise.

The provisions of chapter 22, article II of the Code of Ordinances shall be used to control noise levels.

(Code 1995, § 14-2-72; Ord. No. 3034, § 1(14-6-50), 8-4-2020)

14-6-51. Glare.

In no case shall site lighting be provided in such a manner so as to impair the vision of motorists or cause undue glare into a residential neighborhood.

(Code 1995, § 14-2-72; Ord. No. 3034, § 1(14-6-51), 8-4-2020)

14-6-52. Vibration.

All uses shall be so operated that ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point on the property line of the property on which use is located.

- A. Vibration shall be measured at or beyond any adjacent lot line or residential district line as indicated in Table 6-1 here and such measurements shall not exceed the particle velocities so designated. The instrument used for these measurements shall be a three-component measuring system capable of simultaneous measurement of vibration in three mutually perpendicular directions.
- B. The maximum vibration is given as particle velocity, which may be measured directly with suitable instrumentation or computed on the basis of displacement and frequency. When computed, the following formula shall be used:

$$P.V. = 6.28 F \times D$$

Where

P.V. = Particle velocity, inches per second.

F = Vibration frequency, cycles per second.

D = Single amplitude displacement of the vibration, inches.

The maximum particle velocity shall be the vector sum of the three individual components recorded.
Such particle velocity shall not exceed the values given in Table 6-1.

Table 6-1. Maximum Ground Transmitted Vibration

Zoning District	Particle Velocity in Inches Per Second	
	Adjacent Lot Line	Residential Lot Line
AI and all more restrictive districts	0.10	0.02
IB District	0.20	0.02

Where vibration is produced as discrete impulses, and such impulses do not exceed a frequency of one second between impulses, then the value in Table 6-1 may be multiplied by two.

Vibrations resulting from temporary construction activity that occurs between 7 a.m. and 7 p.m. shall be exempt from the requirements of this section.

(Code 1995, § 14-2-72; Ord. No. 3034, § 1(14-6-52), 8-4-2020)

14-6-53. Fire and explosion hazards.

In addition to meeting the provisions of the Building Code, National Fire Protection Association Code (as adopted by Chapter 24), State Department of Insurance Division of Fire Marshall Uniform Safety Rules and Standards, [and] Standard Fire Prevention Code (as adopted by Chapter 24), the following standards shall be met:

A. *Explosive materials.*

1. *General requirements.*

- a. Activities involving the storage, utilization, or manufacture of materials or products which decompose by detonation are permitted only in accordance with the regulations of the IB district. Such materials shall include, but are not limited to: All primary explosives such as lead azide, lead styphnate, fulminates and tetracene; all high explosives such as TNT, RDX, HMX, PETN, and picric acid; propellants and components thereof such as nitrocellulose, black powder, boron hydrides, hydrazine and its derivatives; pyrotechnics and fireworks such as magnesium powder, potassium chlorate and potassium nitrate; blasting explosives such as dynamite and nitroglycerine, unstable organic compounds such as acetylides, tetrazoles and ozonides; strong unstable oxidizing agents such as perchloric acid, perchlorates, chlorates, and hydrogen peroxide in concentrations greater than 35 percent; and nuclear fuels, fissionable materials and products and reactor elements such as Uranium-235 and Plutonium-239.
- b. Where materials or products which decompose by detonation are permitted, these materials shall be handled, stored, utilized or manufactured in accordance with the National Fire Codes published by the National Fire Protection Association (as adopted by chapter 24).

-
2. *Detailed standards.* Uses subject to Group I standards involving the storage, manufacture or utilization of materials and products which decompose by detonation are permitted up to five pounds. The storage and/or utilization (but not manufacture) of materials and products which decompose by detonation in excess of five pounds may be allowed only as a conditional use in the IB district.
- B. *Other conditional materials.*
1. The storage, utilization or manufacture of solid materials or products ranging from incombustible to moderate burning is permitted.
 2. The storage, utilization or manufacture of solid materials or products ranging from active burning to intense burning is permitted provided that said materials or products are stored, manufactured or utilized in fire resistant and fire protected buildings or spaces. The materials or products may be stored outdoors provided such storage is set back at least 50 feet from all lot lines and is permitted by the zoning district regulations for the property.
 3. The storage, utilization or manufacture of flammable liquids or gases shall be permitted in accordance with Table 6-2 below except that the storage of finished products in original sealed containers of 55 gallons or less shall be unrestricted.

Table 6-2. Flammable Materials Storage Standards
(Maximum Gallons to be Stored)

Flash Point, Closed Cup Tester	Above Ground	Below Ground
140° F. or higher	30,000	100,000
Less than 140° F. but higher than 73° F.	10,000	100,000
73° F. or less	3,000	100,000
Total	43,000	300,000

Note: When flammable gases are stored, utilized or manufactured and measured in cubic feet, the quantity of cubic feet at standard temperature and pressure permitted shall not exceed 30 times the quantities listed above.

(Code 1995, § 14-2-72; Ord. No. 3034, § 1(14-6-53), 8-4-2020)

14-6-54. Air pollution.

Air pollutants, including smoke, particulate matter, odor and toxic matter, shall be regulated by the standards cited below.

- A. *Smoke.* Every use shall be so operated as to prevent the emission into the air of smoke as specified in Title 40, CFR, "Protection of Environment."
- B. *Particulate matter including dust.* Every use shall be so operated as to prevent the emission into the air of dust or other solid matter as specified in Title 40, CFR.
- C. *Odor.* Every use shall be so operated as to prevent the emission of objectionable or offensive odors in such concentration as to be readily perceptible at any point at or beyond the lot line of the property on which the use is located as specified in Title 40, CFR.

(Code 1995, § 14-2-72; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-6-54), 8-4-2020)

CHAPTER 14-7: ACCESS, CIRCULATION, AND PARKING

PART I. STREETS, ACCESS, AND CIRCULATION

14-7-1. Streets.

- A. *Street classification.* Street classification shall be based on projected traffic volumes using average daily trips based upon a table of rates available from the city or the latest Institute of Transportation Engineers (ITE) Manual Trip generation rates may also be determined by engineering studies or other data provided that the analysis techniques are technically sound and acceptable to the city. The relationship of the subdivision's street pattern to shopping areas, employment centers, and other trip generators must also be considered. Where the comprehensive plan has adopted a higher classification than the classification based on projected traffic volumes, the higher classification shall be used.
1. Principal arterial.
 2. Minor arterial.
 3. Major collector street: A street which has a projected traffic volume of 5,000 vehicles per day or more.
 4. Minor collector street: A street which has a projected traffic volume of 1,500 to 4,999 vehicles per day.
 5. Local street: A dead-end or other short interval subdivision street having a projected traffic volume of 300 vehicles per day or less and lot widths of 90 feet or more.
 6. Limited and controlled access facilities.
- B. *Street design standards.*
1. Streets shall be designed and constructed as required by the City of Kissimmee Construction Standards and Specifications and shall meet the provisions of this section.
 2. Widths of new rights-of-way shall comply with Table 7-1. Right-of-way widths may vary on existing roadways in accordance with a completed right-of-way needs assessment approved by the city engineer (or designee thereof).
 3. In addition to the travel lane widths specified in this section, the city may require either intersection turn lanes (right and/or left) and/or acceleration/deceleration lanes when traffic projections dictate.
 4. Public and private streets within the form-based code area shall meet the provisions of chapter 14-5. Where chapter 14-5 is silent, the provisions of this section shall apply.
 5. Street designs shall also consider the Florida Greenbook (Manual of Uniform Minimum Standards for Design, Construction and Maintenance).
 6. Roads shall be related appropriately to the topography.
 7. Interconnected curvilinear streets are encouraged. If connections are not possible, cul-de-sacs may be allowed, provided safe ingress and egress is achieved.
 8. All streets shall be arranged so as to obtain building sites which are at or above the grade of the streets, if at all possible. Grades of streets shall conform as closely as possible to the original topography. A combination of steep grades and curves shall be avoided. Specific standards are contained in the city construction standards and specifications.

9. All streets shall be properly integrated with the existing and proposed system of thoroughfares and dedicated rights-of-way as established in the comprehensive plan.
10. Minor or local streets shall be laid out to promote connectivity, to permit efficient drainage and utility systems, and to require the minimum number of streets necessary to provide convenient and safe access to property.
11. Proposed streets shall be extended to the boundary lines of the tract to be subdivided or developed, unless prevented by topography or other physical conditions, or unless, in the opinion of the city, such extension is not necessary or desirable for the coordination of the layout of the proposed subdivision or development with the existing street layout or the most advantageous for future development or adjacent tracts.

Table 7-1. Minimum Street Widths

Roadway Type	Minimum Right-of-Way Width (feet)
Minor local street	60
Local street	60
Minor collector	70
Major collector	100
Arterial	112

- C. *Travel lanes.* A standard travel lane pavement width shall be a minimum of ten feet. This width may be reduced to nine feet for urban roadways. In cases where the travel lane is shared with a bicycle way (sharrow), the width of the travel lane shall be 13 feet to safely accommodate both modes.
- D. *Residential alleys.* Rights-of-way for bi-directional alleys shall be a minimum of 24 feet in width, with a minimum of 20 feet of pavement, while rights-of-way for one-way alleys shall be a minimum of 16 feet in width, with a minimum pavement width of 12 feet.
- E. *Alignment.* Horizontal curves shall be used for all changes in direction, except that on local and collector streets an "L" intersection may be used as a temporary measure.
- F. *Intersections.*
 1. Streets shall be laid out so as to intersect at right angles. A proposed intersection of two new streets at an angle of less than 75 degrees shall not be acceptable. An oblique street should be curved approaching an intersection and should be approximately at right angles for at least 100 feet therefrom. Not more than two streets shall intersect at any one point.
 2. Proposed new intersections along one side of an existing street shall, wherever practicable, coincide with any existing intersections on the opposite side of such street. Street jogs with centerline off-sets of less than 150 feet shall not be permitted except where the intersected street has separated dual drives without median breaks at either intersection. Where streets intersect arterial and major collector streets, their alignment shall be at least 800 feet apart.
- G. *Connectivity.* The arrangement of streets shall provide for the continuation of principal streets between adjacent properties when such continuation is necessary for convenient movement of traffic, effective fire protection, for efficient provision of utilities, and where such continuation is in accordance with the comprehensive plan. If the adjacent property is undeveloped and the street must be a dead-end street temporarily, the right-of-way shall be extended to the property line. A temporary circular or T- or L-shaped turnabout shall be provided on all temporary dead-end streets, with the notation on the subdivision plat that

land outside the normal street right-of-way shall revert to abutters whenever the street is continued. Where possible, no platted lot shall front on such a temporary turnabout.

- H. *Reserve strips.* The creation of reserve strips shall not be permitted adjacent to a proposed street in such a manner as to deny access from adjacent property to such street except as required by the city.
- I. *Surface improvements.* After utilities have been installed, the applicant shall construct raised vertical curbs and gutters and shall surface roadways to the widths prescribed in these regulations. All road pavement, shoulders, drainage improvements and structures, raised vertical curbs, turnarounds, and sidewalks shall conform to city construction standards and specifications, and shall be incorporated into the construction plans to be submitted for plat approval.
- J. *Right-of-way encroachment prohibited.* No above-grade mechanical equipment, including utility cabinets, transformers and the like, shall be permitted along any street right-of-way, unless suitably screened from public view through landscaping or alternative visual screening. Such equipment may be permitted along alley rights-of-way or within easements that are not visible from the street right-of-way. Use of underground vaults for mechanical equipment and utilities on street rights-of-way is permitted.
- K. *Curbing.* All streets and alleys within a residential development shall be curbed. Curbs for streets shall be raised, Type F style curbs; however, curbs for alleys may be drop curb, shoulder gutter style (i.e., Miami curbs) or ribbon curb.
- L. *Street signs.* The applicant shall furnish and install street signs required by the city engineer at all road intersections. All street signs shall be installed prior to acceptance of the streets. All regulatory signs are to be placed at all intersections within or abutting the subdivision, the type and location of which is to be approved by the city engineer. Street signs shall be placed on the opposite corners of regulatory signs.
- M. *Streets near railroads.*
 - 1. *Intersection setbacks.* Streets parallel to a railroad, when intersecting a street that crosses the railroad at grade, shall be at a distance of at least 150 feet from the railroad right-of-way. Such distance shall be determined with due consideration of the minimum distance required for future separation of grades by means of appropriate approach gradients.
- N. *Dedications and reservations.*
 - 1. *New perimeter streets.* Street systems in new subdivisions shall be laid out so as to eliminate existing half-streets. New half-streets are prohibited. Where an existing improved half-street is adjacent to a new subdivision, the other half of the street shall be improved and dedicated by the subdivider. If the existing half-street is not improved, the entire street shall be improved and the remaining half dedicated by the developer. A new perimeter street may be authorized where the subdivider improves and dedicates the entire required street right-of-way width within his own subdivision boundaries.
 - 2. *Widening and realignment of existing streets.* Where a subdivision borders an existing narrow street or when the comprehensive plan or setback regulations indicate plans for realignment or widening of streets that would require use of some of the land in the subdivision, the applicant shall be required to improve and dedicate such areas for widening or realignment of such streets. Such streets shall be improved and dedicated to the full width as required by this subchapter [part]. Land reserved for any road purposes may not be counted in satisfying yard or lot area requirements whether the land is to be dedicated to the municipality in fee simple or an easement is granted to the city.
 - 3. *New major collectors or arterials:* Where such a new street is planned to be built in accordance with the five-year work program of the city, county or state. The city may waive the requirement for constructing the street if there is not demonstrable need for the street by the subdivision being developed. However, the developer shall reserve the right-of-way in conformance with the comprehensive plan and right-of-way width requirements. Any land reserved for road purposes shall

not be counted in satisfying any lot size, open space or other similar requirements. Where the development depends on the street for the efficient operation of the subdivision, the developer shall dedicate and improve the street in accordance with this chapter. Any land reserved for road purposes shall not be included in satisfying any area requirements for lot size, open space, or other zoning requirements.

(Code 1995, § 14-2-134; Ord. No. 2038, 12-20-1994; Ord. No. 2141, 12-17-1996; Ord. No. 2466, 4-15-2003; Ord. No. 2589, 3-21-2006; Ord. No. 2609, 9-19-2006; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-7-1), 8-4-2020)

14-7-2. Sight visibility triangle.

- A. *Vertical standards.* When an accessway intersects a public right-of-way or when the subject property abuts the intersection of two or more public rights-of-way, all landscaping, walls and fences within the triangular areas described in subsection B, below, shall provide unobstructed cross-visibility at a level between 30 inches and eight feet; the exception is a retaining wall required by the topography. Landscaping, except required grass and ground cover, shall not be located closer than three feet from the edge of any accessway pavement or swales within the triangular area.
- B. *Horizontal sight triangles.*
1. **Access drive and street:** The areas of property on both sides of an access drive formed by the intersection of each side of the accessway and the public right-of-way line with two sides of each triangle being ten feet in length from the point of intersection and the third side being a line connecting the ends of the two other sides. Landscape plans shall show these lines.
 2. **Two streets:** The area of property located at a corner formed by the intersection of two or more public rights-of-way with two sides of the triangular area being 25 feet in length along the abutting public right-of-way lines, measured from their point of intersection, and the third side being a line connecting the ends of the other two sides. Landscape plans shall show these lines.

(Code 1995, § 14-2-97; Ord. No. 2038, 12-20-1994; Ord. No. 2466, 4-15-2003; Ord. No. 3034, § 1(14-7-2), 8-4-2020)

14-7-3. Sidewalks.

- A. *Public sidewalks.*
1. Concrete sidewalks shall be included within the dedicated rights-of-way of all streets or outside of rights-of-way as required in accordance with division 3 below. Sidewalks within the form-based code area shall comply with the requirements of chapter 14-5. Public elementary, middle and high schools are exempt from the sidewalk widths shown below.
 2. The minimum sidewalk width for all streets is six feet. Where required by the city approved bicycle and pedestrian master plan, multi-use trails/paths shall be a minimum width of ten—12 feet
 3. All sidewalks and ramps shall be constructed in conformance with Americans with Disabilities Act (ADA) requirements and city construction standards and specifications.
 4. A grass or landscaped strip shall be provided separating sidewalks from adjacent curbs. This strip shall be wide enough to accommodate street trees, street lighting, fire hydrants and other required infrastructure, but shall in no event be less than eight feet wide. For sites within the FBC area, the provisions of chapter 14-5 shall apply.
 5. All developments shall have a concrete pedestrian connection from the adjacent public sidewalk to the main entrance of any building intended for pedestrian traffic. All developments shall also have a

sidewalk connection from the parking area to the main entrance of any building intended for pedestrian traffic. Such sidewalks shall be in compliance with the ADA, shall be a minimum of four feet in width, and shall not interfere with or be included in any area such as the drive aisle, fire lane, or loading dock. Projects which exceed 10,000 square feet of gross floor area may be required to provide wider internal sidewalks if either:

- a. The project contains two or more uses;
- b. Is located within a redevelopment, multi-modal or transit-oriented overlay district;
- c. Is located within 500 feet of any residential district; or
- d. Is determined by the director to have the potential of generating high volumes of pedestrian traffic from off-site.

(Code 1995, § 14-2-140; Ord. No. 3034, § 1(14-7-3), 8-4-2020)

14-7-4. Bikeways.

Bikeways shall be provided as follows:

- A. *Adjacent bikeway systems.* Any subdivision adjacent to a route in the city approved bicycle and pedestrian master plan shall be required to provide bikeways which tie into that system.
- B. *School access.* A bicycle lane or off-street bicycle path is required:
 1. Within the rights-of-way of any new street, other than a minor local street or local street, if the street segment is within two miles of a public school; and
 2. Within all other collector and arterial rights-of-way.
- C. *Bicycle lane and bicycle path standards.* Such lanes and paths shall comply with the mandatory minimum safety design standards in the FDOT Design Manual, 2018, as amended, published by the Florida Department of Transportation.

(Code 1995, § 14-2-140; Ord. No. 2038, 12-20-1994; Ord. No. 2689, 6-10-2008; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-7-4), 8-4-2020)

14-7-5. Pedestrian ways and bicycle paths outside of right-of-way.

The city may require sidewalks and/or bike paths outside of street rights-of-way in order to facilitate pedestrian access to schools, parks or other nearby streets. These sidewalks or bicycle paths shall be located in perpetual, unobstructed easements or rights-of-way at least 20 feet in width. Such easements or rights-of-way shall be indicated on the plat.

(Code 1995, § 14-2-140; Ord. No. 3034, § 1(14-7-5), 8-4-2020)

14-7-6. Street lighting.

Street lighting shall be provided along all streets within the area between sidewalks and curbs, at intervals no less than 75 feet in length, and shall comply with illumination standards adopted by the city. To avoid conflicts with street trees and to provide pedestrian-scale lighting, street lighting structures shall not exceed 18 feet in height. Where sidewalks abut the curb, street lighting structures shall be provided as close to the curb as possible. Decorative concrete, cast iron, painted aluminum, or similar street lighting shall be utilized.

Figure 7-1: Examples of Streetlight Fixtures



(Code 1995, § 14-2-53; Ord. No. 3034, § 1(14-7-6), 8-4-2020)

14-7-7. Street trees.

Street trees shall be planted in all rights-of-way in accordance with the city's street tree requirements contained in section 14-8-22. Street trees shall be used as a design element to provide visual identity to the development and shade for the pedestrian. All street trees planted in accordance with this section shall be maintained by the home/property owners' association of the development.

(Code 1995, § 14-2-53; Ord. No. 3034, § 1(14-7-7), 8-4-2020)

14-7-8. Reserved.

14-7-9. Reserved.***PART II. LOADING STANDARDS*****14-7-10. Intent.**

It is the intent of this subchapter [part] to establish minimum space and design requirements and require all development to provide adequate parking, access, and loading facilities.

(Code 1995, § 14-2-75; Ord. No. 2038, 12-20-94; Ord. No. 3034, § 1(14-7-10), 8-4-2020))

14-7-11. When required.

Off-street loading and unloading zones shall be provided on the same premises with every building that is used for non-residential purposes. Adequate space for loading services shall be provided to avoid undue interference with public streets and customer parking.

(Code 1995, § 14-2-76; Ord. No. 3034, § 1(14-7-11), 8-4-2020)

14-7-12. Number of loading spaces.

Gross Floor Area (square feet)	Number of Spaces Required
Less than 5,000	1 (restaurant only)
5,000 to 20,000	1
20,000 to 60,000	2
60,000 to 100,000	3
Over 100,000	1 additional space for each 60,000 sq. ft. or fraction thereof

(Code 1995, § 14-2-76; Ord. No. 3034, § 1(14-7-12), 8-4-2020)

14-7-13. Loading space size.

	Minimum in Feet		
	Width	Length	Vertical Clearance
Building of 20,000 square feet or less	10	40	14
Building over 20,000 square feet	12	55	14

(Code 1995, § 14-2-76; Ord. No. 3034, § 1(14-7-13), 8-4-2020)

14-7-14. General regulations.

A. All loading spaces shall be clearly marked by a sign or pavement marking.

-
- B. Such spaces shall be located so that access and loading can occur without blocking the public right-of-way, internal circulation, parking spaces or fire lanes.
 - C. Loading spaces shall not be used or counted as parking spaces.
 - D. Properties within the form-based code area shall also comply with the provisions of chapter 14-5.

(Code 1995, § 14-2-76; Ord. No. 2038, 12-20-1994; Ord. No. 2059, 4-18-1995; Ord. No. 2369, 10-24-2000; Ord. No. 2523, 8-10-2004; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-7-14), 8-4-2020)

14-7-15. Reserved.

14-7-16. Reserved.

14-7-17. Reserved.

14-7-18. Reserved.

14-7-19. Reserved.

PART III. OFF-STREET PARKING STANDARDS

14-7-20. When required.

Parking in conformance with this subchapter [part] shall be provided at the time of site development. Additional parking may be required at the time any principal building or use is enlarged, or when an existing use is expanded or changed to a use requiring additional parking.

(Code 1995, § 14-2-78; Ord. No. 3034, § 1(14-7-20), 8-4-2020)

14-7-21. Downtown district exemption.

The off-street parking requirements shall not apply to the designated parking exemption area depicted on the Form-Based Code Special Requirements Plan (see chapter 14-5).

(Code 1995, § 14-2-78; Ord. No. 3034, § 1(14-7-21), 8-4-2020)

14-7-22. Automobile parking ratios.

- A. *Number of spaces.* Parking spaces for residential and non-residential uses shall be provided as listed in Table 7-2, unless a parking study, approved by the department, is provided demonstrating that a reduction in spaces is warranted.
 - 1. *Fractional spaces.* When units or measurements determining the number of required off-street parking spaces result in a requirement of a fractional space, any fraction shall be construed as an additional required off-street parking space.

2. *Excess parking.* Parking spaces in excess of the minimum number required shall not be permitted in new surface parking lots. The minimum number of spaces may be increased up to ten percent by submitting a parking study, approved by the department, that demonstrates the need.
- B. *Uses not listed.* Parking space requirements for a use not specifically listed in this subchapter [part] shall be determined by the director, based on required parking for uses with similar demand or the unique character of the use.
 - C. *Multiple use building.* In the case of multiple uses, the required parking shall be the sum of the separate requirements for the individual uses, unless shared parking is provided as allowed in section 14-7-25.
 - D. *Use change or building addition.* Whenever a building or structure is enlarged or a change of use occurs, parking shall conform to this chapter.
 - E. *Parking space reduction.*
 1. For each shower facility or bicycle locker (not a bike rack) provided on-site, the total number of vehicular parking spaces required may be reduced by two. There shall be no reduction in vehicular parking spaces greater than ten percent of the parking spaces, or ten parking spaces, whichever is greater.
 2. The parking space requirements for non-residential uses within traditional neighborhood developments may be waived by up to 50 percent by the city commission, after review by the planning advisory board (PAB), provided the commission determines that said non-residential uses are primarily oriented to serve residents and businesses within the neighborhood.

Table 7-2. Minimum Parking Ratios

Uses	Number of Spaces
Residential	
Single family, duplex, triplex, townhouse dwelling and mobile home	2 spaces per unit. See additional provisions in Section 14-7-24
Accessory dwelling unit	1 space per unit
Bed & breakfast	2 spaces per unit, plus 1 space per guestroom
Mobile home parks	2 spaces per unit. See section 14-6-43.
Multiple family housing developments with 4 to 8 units:	
Dwelling units with efficiency design or one bedroom	1.5 spaces per unit, plus 0.5 spaces per unit unassigned for guest parking
Dwelling units with 2 or more bedrooms	2 spaces per unit, plus 0.5 spaces per unit unassigned for guest parking
Multiple family housing developments with more than 8 units:	
Dwelling units with efficiency design or one bedroom	1 space per unit, plus 0.5 spaces per unit unassigned for guest parking
Dwelling units with 2 or more bedrooms	1.5 spaces per unit, plus 0.5 spaces per unit unassigned for guest parking
Non-Residential	
Airport	1.5 times the peak hour airplane load
Amusement park	1 space per 3 patrons and 1 space for each employee
Auditorium or exhibition hall	1 space per 4 seats, plus one space for each 25 sq. ft. available for temporary seating or standing
Auto repair or parts installation facility	3 spaces per repair or service bay

Created: 2021-08-13 15:01:50 [EST]

Bank	1 space per 300 sq. ft. GFA
Beauty/barber shop	2 spaces for each operator chair
Boat salesroom	1 space per 600 sq. ft. GFA
Bus depot	1 space per 300 sq. ft. GFA
Bowling alley	4 spaces for each lane, plus 1 space for 200 sq. ft. of non-bowling uses
Cemetery	1 space per 4 seats in a chapel or assembly area, plus 2 spaces per 3 employees
Church	1 space per 4 seats, plus 1 space for each 25 sq. ft. available for temporary seating or standing
Community residential home	0.5 spaces per bed
Community center	1 space per 300 sq. ft. GFA
Civic or social club	1 space per 200 sq. ft. GFA including outside area used for assembly, recreation
Dance hall	1 space per 200 sq. ft. GFA
Dance, art and music studio/school	1 space per 300 sq. ft. GFA
Child care facility	1 space per 10 children with a drop-off area, or 1 space per 5 children without a drop-off area
Exercise studio or spa	1 space per 200 sq. ft. GFA
Funeral home	1 space per 3 seats, plus 1 space for each 25 sq. ft. available for temporary seats or standing, plus spaces required for vehicles operated by the establishment
Furniture store	1 space per 600 sq. ft. GFA
Golf course	4 spaces for each hole, plus 1 space for each 200 sq. ft. of clubhouse (excluding storage areas)
Heavy commercial vehicle sales, rentals and service	1 space per 600 sq. ft. GFA
Home improvement	1 space per 275 sq. ft. GFA, plus 1 space for each 1,000 square feet of permanent outdoor display area
Hospital	1 space per 0.5 beds
Industrial or manufacturing	1 space per 1,000 sq. ft. GFA or 2 spaces per 3 employees, whichever is greater
Institutional care facility	1 space per 2 beds
Library	1 space per 200 sq. ft. GFA
Medical office or clinic	1 space per 200 sq. ft. GFA
Mobile homes, RVs and motor vehicle sales or rentals	1 space per 200, plus 1 per 1,000 sq. ft. of outdoor display area
Motel or hotel	1 space per room, plus 50% of the spaces required elsewhere in this section for other uses that are accessory (e.g., restaurant, bar, nightclub, auditorium (meeting room), and the like)
Museum or art gallery	1 space per 200 sq. ft. GFA
Office building	1 space per 300 sq. ft. GFA
Restaurant (with indoor/outdoor seating)	1 space per 80 ¹ sq. ft. GFA, but no less than 8 spaces per takeout window
Restaurant (without indoor seating)	8 spaces per takeout window
Recreation vehicle park	1 RV sized space per RV, plus 3 spaces at the manager's office

Created: 2021-08-13 15:01:50 [EST]

Retail stores ^{2, 4}	1 space per 200 sq. ft. GFA, plus 1 space for each 250 square feet of outdoor display area
Rooming house	1 space per bed
Schools ³ :	
Elementary & junior high	1 for each 6 auditorium or gymnasium seats or 2 for each classroom, lab or workshop
Senior high	1 space per 3 high school students
College & vocational	1 space per 3.5 students plus 2 spaces per 3 employees
Service station, gasoline ²	1 space per 2 pumps, plus 3 spaces per service bay
Shopping center ⁴	
Less than 50,000 sq. ft.	200, plus 1 space for each 250 square feet of outdoor display area
50,000 — 199,999 sq. ft.	1 space per 225 sq. ft. GFA
Over 200,000 sq. ft.	1 space per 250 sq. ft. GFA
Stadium	1 space per 4 seats
Temporary labor service establishment	1 space per 250 sq. ft. GFA
Tennis or handball court	3 spaces for each playing court, plus 1 space for each 200 sq. ft. of area for non-playing uses
Theater	1 space per 4 seats
Warehouse and storage	1 space per 1,000 sq. ft. GFA
Wholesale and distribution	1 space per 600 sq. ft. GFA

¹ Outdoor dining area square footage shall be included in restaurant gross floor area to calculate parking space requirements.

² Any convenience store associated with a gas station must meet the retail stores requirement in addition to the gas station requirement.

³ Total number of students in a school is based on Florida Inventory of School Houses (FISH) capacity. These parking ratios do not apply to public elementary, middle or high schools.

⁴ For lots in the B-2 (Neighborhood Commercial) Zoning District under five acres in size, any commercial building(s) over 10,000 square feet in gross floor area shall be considered a shopping center for parking calculation purposes. In all other zoning districts, any commercial building(s) over 25,000 square feet in gross floor area shall be considered a shopping center with regard to parking calculations.

(Code 1995, § 14-2-78; Ord. No. 3034, § 1(14-7-22), 8-4-2020)

14-7-23. Parking facility design standards.

A. *In General.*

1. *Intent.* These standards are intended to assure parking lots that are characterized by safe and convenient access and circulation with no adverse impact on the public right-of-way.
2. *Sources for standards not listed.* Where not specifically stated herein, standards and guidelines established by the Institute of Transportation Engineers, the Florida Department of Transportation (FDOT) or any other authoritative source approved by the city engineering department and director shall be used as the basic reference for the design of parking facilities.

B. *Vehicular use area setbacks.*

1. All vehicular use areas shall be located behind street right-of-way lines and arranged so that the required landscaping can be provided behind said line.

Created: 2021-08-13 15:01:50 [EST]

(Supp. No. 1)

-
2. No parking lots/spaces shall be located closer than seven feet from a public right-of-way unless this requirement is reduced by a maximum of two feet for all or part of the lot by the director provided the reduction would not be detrimental to the surrounding area based on consideration of nearby land uses and because one or more of the following criteria is satisfied:
 - a. A historic structure is located on the lot and a reduction of the requirement would significantly increase the potential for the lot to accommodate the use.
 - b. The lot has an area of less than 10,000 square feet and a reduction of the requirement would significantly increase the potential for the lot to accommodate the use.
 - c. One or more protected tree, as defined in section 14-8-4, shall be saved by granting the reduction.

C. *Parking space and aisle dimensions.*

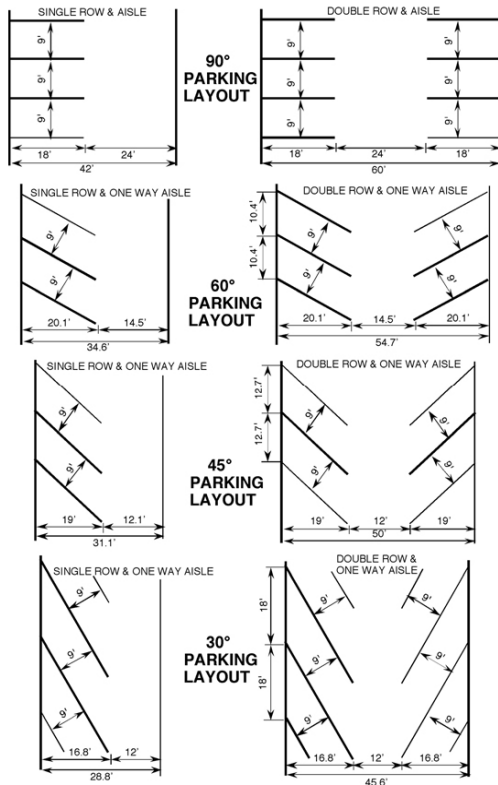
1. *Standard spaces.* All off-street parking areas shall comply with the dimensions shown in Table 7-3 and illustrated in Figure 7-2. ADA compliant parking spaces shall be designed and provided in accordance with the Americans with Disabilities Act.

Table 7-3. Parking Space and Aisle Dimensions

Parking Angle (degrees)	Standard Stall Width (feet)	Stall Depth Perpendicular to Aisle (feet)	Curb Length Parallel to Aisle (feet)	Aisle Width One (1)-Way Traffic (feet)*	Aisle Width Two (2)-Way Traffic (feet)*
0	9	—/23	23	12	24
30	9	16.8	18	12	-
45	9	19	12.7	12	-
60	9	20.1	10.4	14.5	-
90	9	—/18	9.0	-	24

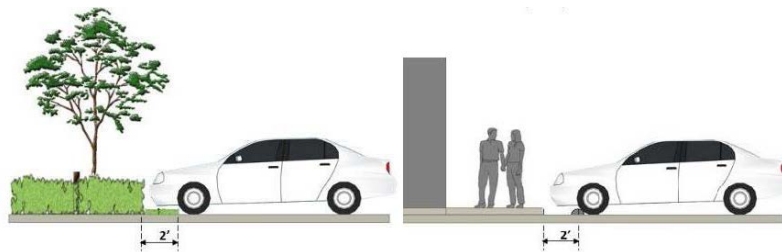
* Note: Subject to fire department approval.

Figure 7-2: Parking Space and Aisle Dimensions



2. **Wheel stops.** Standard wheel stops or a curb shall be provided for all parking spaces abutting a landscape area. Such wheel stops shall be a minimum of six feet in width and a maximum of 24 inches from the end of the parking space. The area between a wheel stop and a landscaped area may be in grass or mulch. Where continuous concrete curbing is provided with at least two feet separating the curb from any sidewalk, wheel stops will not be required. See Figure 7-3. If the sidewalk is a minimum of seven feet in width, neither wheel stops nor a two-foot separation are required.

Figure 7-3: Parking Overhang



3. **Mail kiosks and dumpsters.** If mail kiosks and dumpsters are utilized, a minimum of two parking spaces or a bypass lane dedicated for the use shall be provided, in accordance with this chapter, separate from the street or internal drive.

4. *Aisle dimensions.* All drive aisles will comply with the dimensions shown in Table 7-3 and illustrated in Figure 7-2. For drive aisles not directly adjacent to parking spaces, there shall be a minimum of 20 feet in width for one way traffic and a minimum of 24 feet in width for two way traffic. The width for two way traffic aisles can be reduced to 20 feet if adequate circulation is maintained and if approved by the Fire Department.

D. *Stacking.*

1. Any parking lot serving less than 40,000 square feet of non-residential gross floor area or less than 350 dwelling units shall be reviewed at the site plan stage to assure adequate stacking capability for the size and layout of the lot. In no case shall an entranceway have parking spaces that back directly onto it or an intersecting drive within 20 feet of the street right-of-way line of an arterial or collector street or within seven feet of the street right-of-way line of any other street.
2. Any parking lot serving 40,000 to 74,999 square feet of non-residential gross floor area or 351 to 524 dwelling units shall have an internal drive that has no parking spaces that back directly onto it within 60 feet of the street right-of-way line and no intersecting drives within 60 feet of the street right-of-way line.
3. Any parking lot serving 75,000 square feet or more of non-residential gross floor area or 525 or more dwelling units shall have an internal lot collector drive that has no parking spaces that back directly onto it and that has no intersecting drive within 60 feet of the street right-of-way line.

E. *Paved parking.* All vehicular use areas, including parking, shall have durable, all-weather surfaces with drainage and surface water control as required by the city's engineering standards, unless waived in conformance with subsection F below. Paver blocks or an alternative type of pervious surface in accordance with Code shall be provided in paved vehicle use areas that are within the dripline of any existing tree being preserved. For purposes of this section, a durable all-weather surface shall consist of concrete, asphalt, brick or other permanent surfaces; not including gravel, wood chips or other material subject to change in structure and/or location. Properties within the form-based code area are subject to the provisions of chapter 14-5.

F. *Unpaved parking areas.*

1. *In general.* The city may waive paved parking requirements for the following uses, if deemed appropriate:
 - a. Public recreational facility.
 - b. Special event facility where activities occur not more than 32 hours in a 90-day period, such as a stadium.
 - c. Low intensity use where parking is used not more than eight hours in any seven-day period, such as a church.
2. *Application.* The request for a waiver shall accompany the site plan application. If submitted after formal site plan approval, the application shall be submitted to the department for review by the development review committee and approval by the director. In both cases, the following information shall be included:
 - a. Location on parcel.
 - b. Soil and proposed surface characteristics.
 - c. Access points.
 - d. Method of delineating subject parking area.
 - e. Drainage and erosion control techniques.

-
- f. Schedule of planned lot usage and why use should be classified as requested.
 - g. Landscaping, buffering and signage.
 - h. Any other information required by city staff.
 - 3. *Review criteria.* The following criteria shall be used in reviewing the request:
 - a. Traffic impact.
 - b. Erosion and drainage impact.
 - c. Environmentally sensitive land impact.
 - d. Compatibility with surrounding uses.
 - e. Nature of proposed surface.
 - 4. *Conditions.* Conditions may be attached to the waiver including the following:
 - a. Sedimentation and debris removal from drainage system.
 - 5. *Unpaved parking area standards.*
 - a. No waivers shall be granted for drive aisles or required ADA compliant parking spaces.
 - b. No more than 60 percent of the required spaces may be unpaved.
 - c. No parking area with less than 15 spaces shall receive a waiver.
 - d. All unpaved areas shall be stabilized at 50 psi Florida Bearing Value and covered with appropriate grass.
 - 6. *Maintenance.* Unpaved parking spaces shall be maintained with a grass cover at all times. If the area becomes devoid of grass because of use by vehicles or other reasons, the area is in violation of the conditions of the waiver and subject to citation by a code enforcement officer. If more than three citations for lack of grass cover are issued in any 12-month period, the city shall require the area in question to be paved within 60 days. Failure to comply with said paving shall constitute a violation of this chapter and the violator shall be subject to penalties as defined in this chapter; included among these is that the subject property is liable for revocation of its occupational license.
 - 7. *Change in parking intensity in unpaved parking areas.* Any change in use of the property which might change the intensity of parking shall require a complete review of the parking requirements with the requirement that parking be upgraded as indicated prior to issuance of the occupational license.

Note: Approval of low intensity use parking without paved surfaces shall not be construed to allow such parking space areas to be counted as achieving landscaping or open space requirements.
 - G. *Markings.* All parking lot spaces shall be adequately marked by a combination of pavement markings and signs to indicate parking spaces and circulation.
 - H. *Approval.* No construction of a parking lot as described in this section shall commence prior to obtaining a development order from the development services department.
 - I. *Restriping.* A restriping plan shall be approved by the development services department prior to commencing restriping activities within any parking lot.
 - J. *Oversized commercial vehicles.* Storage of large buses, trucks, recreational vehicles or similar large commercial vehicles in designated public parking spaces shall be prohibited.
 - K. *Maintenance.* The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all vehicle use areas. In the event of deterioration of a hard-surface parking area, the

development services department may require full restoration of the parking facility to city standards, including markings, signs, and access points.

(Code 1995, § 14-2-78; Ord. No. 2038, 12-20-1994; Ord. No. 2085, 11-21-1995; Ord. No. 2121, 8-13-1996; Ord. No. 2605, 8-29-2006; Ord. No. 2628, 12-12-2006; Ord. No. 2692, 6-24-2008; Ord. No. 2776, 9-7-2010; Ord. No. 3034, § 1(14-7-23), 8-4-2020)

14-7-24. Parking facilities for duplex, triplex and townhomes.

- A. The required parking spaces for duplex, triplex and townhome developments shall be provided by one or a combination of the following:
1. *Parallel spaces.* Parallel parking within the street, a minimum of ~~eight~~nine feet wide by ~~22~~23 feet long. Such spaces shall be located on the same side of the street, and offset no more than 20 feet from each associated dwelling unit.
 2. *Rear loading spaces.* Individual driveways accessed from the alley located at the rear of the structure shall be located within every townhome lot.
 - a. Driveways shall be a minimum of eight feet in width for a single vehicle, and a minimum of 16 feet in width for two vehicles parked side by side.
 - b. The minimum depth of the driveway shall be five feet if no parking is expected on the driveway, or 18 feet if parking is to be allowed on the driveway, measured from the alley right-of-way line to the dwelling.
 - c. When the driveways of two adjacent units are located immediately next to each other, a planting strip, a minimum of 30 inches in width, shall be provided between the two adjacent driveways. Such planting strip shall be planted with shrubs and ground cover.
 - d. When the driveways are not located immediately next to each other, a minimum separation of six feet shall be provided between driveways. Such space shall be planted with shrubs and ground cover.
 - e. Front loading driveways/access shall be prohibited for lots abutting an alley.
 3. *Front loading spaces.* Individual driveways shall be located within every townhome lot.
 - a. Such driveways shall be a minimum of eight feet in width and 18 feet in depth for a single vehicle, and have a garage door width no more than ten feet.
 - b. Garages shall be located no less than three feet and no more than five feet behind the structure's adjacent and forwardmost, enclosed living or entry area.
 - c. Driveways must be of brick/paver blocks or decorative stamped concrete. Asphalt or concrete driveways shall be prohibited.
 - d. When the driveways of two adjacent units are located immediately next to each other, a separator planting strip, a minimum 30 inches in width, and extending 15 feet from the structure, shall be provided between the two adjacent driveway surfaces. Such planting strip shall be planted with shrubs and ground cover.
 - e. When the driveways are not located immediately next to each other, a minimum pervious separation of 18 feet shall be provided between the driveways. Such pervious separation shall contain shrubs, ground cover and trees in accordance with the Florida-Friendly Plant List in "Florida Yards & Neighborhoods" edited by the University of Florida, Institute of Food and Agricultural Sciences (UF/IFAS).

- f. No more than two sets of consecutive, adjacent driveways may occur along the front of any townhouse structure.
4. *Side or rear parking lot.* Parking lots in accordance with other provisions of the Code shall be located behind or to the side of the principal structures that front on a street or internal drive.
- B. Parking spaces other than on-street parallel spaces or those spaces within driveways shall be located behind or to the side of the principal structures that front on a street or internal drive. Such spaces shall not back into the right-of-way/street.

(Code 1995, § 14-2-60; Ord. No. 3034, § 1(14-7-24), 8-4-2020)

14-7-25. Shared Parking.

No parking spaces provided to meet the requirements of this subchapter [part] for one building or use shall be included as part of the spaces required for another building or use, except as follows:

- A. Required off-street parking spaces may be provided cooperatively for two or more uses on the same site or on contiguous parcels similarly zoned, subject to a recorded joint use parking and access agreement, and any additional legal requirements that will assure the permanent availability of such spaces, to the satisfaction of the city attorney.
- B. The minimum amount of parking spaces shall equal the sum of the amounts required for the separate uses per Table 7-2, adjusted based on the percentages listed in Table 7-4. The minimum number of spaces required shall be the greater amount resulting from the weekday and weekend calculations. However, in no event shall the number of parking spaces provided be less than 40 percent of the required spaces according to Table 7-2. Table 7-5 contains an example of cooperative parking within a mixed-use development. It shows a reduction of 65 spaces by using the cooperative parking matrix to calculate required parking.

Table 7-4: Cooperative Parking Usage Percentages

USE	WEEKDAY			WEEKEND		
Time Frame	1 am—7 am	7 am—6 pm	6 pm—1 am	1 am—7 am	7 am—6 pm	6 pm—1 am
Residential/townhouse	100%	60%	100%	100%	75%	95%
Flex space/24-7 reserved parking	100%	100%	100%	100%	100%	100%
Community/cultural center	0%	100%	10%	0%	100%	30%
Government use	0%	100%	10%	0%	10%	0%
Day care facilities	0%	100%	0%	0%	0%	0%
Theater/entertainment	0%	40%	100%	0%	80%	100%
Office	5%	100%	5%	0%	15%	0%
Hotel/motel	100%	55%	90%	100%	55%	90%
Restaurant*	20%	70%	100%	30%	75%	100%
Commercial retail	0%	100%	80%	0%	100%	60%

*not 24 hour

Table 7-5: Cooperative Parking Matrix Example

					WEEKDAY	WEEKEND
--	--	--	--	--	---------	---------

Created: 2021-08-13 15:01:50 [EST]

(Supp. No. 1)

USE	Un	Total	Le	Sum	1a	Sp	7a	Sp	6a	Sp	1a	Sp	7a	Sp	6a	Sp
2 bedroom apt	52	104	5	99	100 %	99	60%	59	100 %	99	100 %	99	75%	74	95%	94
Office	15	50	2	48	5%	2	100 %	48	5%	2	0%	0	15%	7	0%	0
Retail	10	40	2	38	0%	0	100 %	38	80%	30	0%	0	100 %	38	60%	23
Restaurant	7	70	3	67	20%	13	70%	47	100 %	67	30%	20	75%	50	100 %	67
Totals		264	12	252	-	115	-	192	-	199	-	119	-	170	-	184

*No reductions allowed for ADA compliant parking spaces

(Code 1995, § 14-2-79; Ord. No. 3034, § 1(14-7-25), 8-4-2020)

14-7-26. Satellite parking.

Parking spaces provided pursuant to this subchapter [part] shall be located on the same building site as the use requiring such spaces. However, satellite parking on a properly classified and improved lot within 600 feet of the building site may be approved as part of the site plan process. In order to be considered properly classified, the building site and remote parking area must have been assigned the same future land use designation by the comprehensive plan, except as follows:

- A. Satellite parking for a building site with an Institutional (IN) future land use designation may be located on a lot with an Open Space (OS) future land use designation; and
- B. Satellite parking for a building site with a non-residential designation may be located on a lot with any non-residential designation, provided the parcel upon which the satellite parking will be located is not within 300 feet of a residential district. Such satellite parking shall not exceed 75 percent of the required parking.
- C. The site used for satellite parking shall be subject to a joint use parking and access agreement, and any additional legal requirements that will assure the permanent availability of such spaces, to the satisfaction of the city attorney.

(Code 1995, § 14-2-80; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-7-26), 8-4-2020)

14-7-27. Bicycle parking.

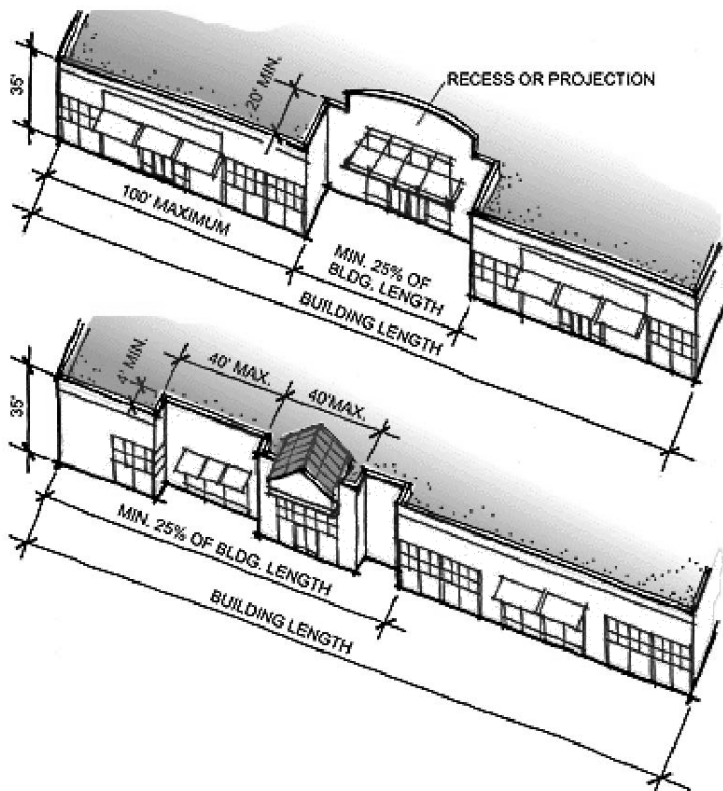
- A. Multi-family and non-residential development shall provide secure bicycle parking spaces/lockers for a minimum of ten percent of the total required automotive parking spaces, not to exceed 50 bicycle spaces.
- B. All spaces provided shall include a metal anchor sufficient to secure the bicycle frame when used in conjunction with a user-supplied lock.
- C. Bicycle parking should be located in a secure area covered from weather (not applicable to bicycle lockers) and shall be located as close to a building entrance as the closest on-site automobile parking space.

(Code 1995, § 14-2-78; Ord. No. 3034, § 1(14-7-27), 8-4-2020)

14-7-28. Parking structures.

- A. *Intent.* It is the intent of this division [section] to establish minimum requirements for space and design of off-street parking structures. The general regulations, design standards and space requirements set forth in this article [section] for off-street parking structures are intended to ensure the safe movement of traffic on the public streets, and to mitigate, where appropriate, potential adverse impacts of vehicular traffic and parking congestion on adjacent land uses.
- B. *Applicability.* Parking structures shall be subject to development standards generally applicable in the particular zoning district as well as the specific standards set forth in this section.
- C. *Structure design.*
1. *façade modulation.* No parking structure shall present a blank wall on any side adjacent to or visible from the public right-of-way. A wall surface shall be no longer than 100 feet without a break: a recess or offset, measuring at least 20 feet in depth and one-quarter of the building in length, or a series of recesses or offsets, at intervals not more than 40 feet, that vary the depth of the building wall by a minimum of four feet. No less than 25 percent of the building wall shall be varied this way. The objective of this standard is to avoid large, undifferentiated wall surfaces. A combination of architectural detail, fenestration and landscaping shall be used to meet this requirement. See Figure 7-4.

Figure 7-4: Façade Modulation



-
2. *Structure design.* Parking structures shall have complementary architectural style, form and materials to those of the primary site structures.
 3. *First floor uses.* All parking structures located along any public right-of-way shall contain active uses on the first floor (e.g., office or commercial activities permitted by the underlying zoning district).
 4. *Required setback.* Parking structures shall meet the building setback requirements of the district. The setback area in front of a parking structure shall be landscaped in accordance with chapter 14-8.
 5. *Building materials.* Building materials shall be similar to the materials already being used in the neighborhood, or if dissimilar materials are proposed, other characteristics, such as scale and proportions, form, architectural detailing, and color and texture, shall be utilized to ensure that sufficient similarity exists for the building to be compatible despite the difference in building materials.
 6. *Vehicle mobility analysis study.* A vehicle mobility analysis study, conducted, signed, and sealed by a certified transportation engineer, shall be provided. The vehicle mobility analysis study shall indicate: non-interference in public rights-of-way, vehicle stacking is sufficient to meet the demands of the peak hours of parking demand and safe vehicle movement throughout the structure.
 7. *Vehicle and pedestrian separation.* Vehicle and pedestrian areas shall be clearly marked, and physical separations, such as raised curbs or bollards, provided where practicable.
 8. *Parking space size and drive aisles.* The size of parking spaces and drive aisles shall conform to section 14-7-23.C, Parking [Space] and Aisle Dimensions.
 9. *Parking decks.* Parking decks should be flat, where feasible. At a minimum, the ground floor and the top parking deck shall be flat. Landscaping is not required, but may be provided on the top deck.
 10. *Elevators/stairs.* Exterior elevator towers and stair wells shall be open to public view, or enclosed with transparent glazing.
 11. *Lighting.* Lighting on and within multi-level parking structures shall be dark sky compliant and screened, hooded or otherwise limited in illumination area to prevent light spillage on adjacent property.
 12. *Signage.* All signage shall be in conformance with chapter 14-11, Signs.
 13. *Landscaping.* Exterior landscaping shall conform to chapter 14-8, Landscaping requirements, are not applicable to the interior of the parking structure.
 14. *Stormwater.* Stormwater systems shall comply with section 14-10-3, Stormwater Management. Green roofs and low impact design principles to provide stormwater management are encouraged.
 15. *ADA compliance.* All parking facilities shall be in compliance with all required state and federal requirements for ADA compliant parking and accessibility.
 16. *Emergency vehicle access.* Each restricted access parking lot shall be designed to allow emergency vehicle access at all times.
 17. *[Form-based code area properties.]* Properties within the form-based code area are subject to the provisions of chapter 14-5.

(Code 1995, § 14-2-78; Ord. No. 2038, 12-20-1994; Ord. No. 2065, 5-9-1995; Ord. No. 2143, 12-17-1996; Ord. No. 2157, 2-4-1997; Ord. No. 2520, 8-10-2004; Ord. No. 2559, 7-19-2005; Ord. No. 2650, 6-12-2007; Ord. No. 2680, 5-20-2008; Ord. No. 2692, 6-24-2008; Ord. No. 2698, 9-30-2008; Ord. No. 3034, § 1(14-7-28), 8-4-2020)

14-7-29. Reserved.

PART IV. ACCESS STANDARDS

14-7-30. In general.

- A. *Site plan.* All uses other than single family, duplex, triplex, and townhouse dwellings (unless they are part of a multiple family housing development) shall meet the standards of this section [part]. The access and curb cut design shall be reviewed at the site plan stage. More restrictive requirements may have to be imposed in cases where traffic concurrency constraints so dictate or where needed to comply with other sections of this Code.
- B. *Traffic study.* In the case of a project with more than 50,000 square feet of gross floor area, a traffic study by a traffic engineer registered in the State of Florida is required to determine necessary on-site and right-of-way improvements. This can be combined with the traffic concurrency analysis.
- C. *State and county standards.* In addition to the requirements of this section [part], access points on state and county roadways shall also meet the standards of those jurisdictions.

(Code 1995, § 14-2-81; Ord. No. 3034, § 1(14-7-30), 8-4-2020)

14-7-31. Number of vehicular access points.

The maximum number of vehicular access points (separate from emergency access) allowed per ~~parcel~~street shall be as follows:

Type of Development	Number of Access Points
Residential:	
Less than 100 units	1
Every additional 150 units (above 100 units)	1 additional access point
Non-Residential:	
Less than 300 required parking spaces less than 300 feet of frontage	1
300—999 required parking spaces and 300—999 feet of frontage	2
1,000 or more required parking spaces and 1,000 or more feet of frontage	3

- A. *Driveway separation.* The distance between any two vehicular access points to a site shall be no less than the following, measured centerline to centerline, and including access points on adjacent parcel, if lineal frontage permits:
1. Arterial streets: 150 feet.
 2. Collector streets: 100 feet.
 3. Local streets: 60 feet.

The spacing between two one-way access points does not have to meet this standard.

- B. *Distance from intersection.* The minimum distance between access drives and streets shall be as follows, if lineal frontage permits:

-
1. Minimum of 50 feet from arterial and collector streets.
 2. Minimum of 25 feet from local streets.
 3. Minimum of 100 feet if right turn lane present.

Note: Measurement shall be from edge of drive pavement to street right-of-way line.

- C. *Alignment.* When the distance standards can also be met, access points on opposite sides of an individual street shall be opposite one another unless the access points are separated by a median or the centerlines are offset by more than 150 feet on an arterial street or 100 feet on a collector street.
- D. *Distance from property line.* At least a distance equal to the turning radii but in no case less than 15 feet unless a joint access drive is authorized under subsection I below or unless this requirement is reduced by a maximum of five feet for all or part of the lot by the director because the reduction would not be detrimental to the surrounding area based on consideration of nearby land uses and traffic characteristics and because one or more of the following criteria is satisfied:
 1. A historic structure is located on the lot and a reduction of the requirement would significantly increase the potential for the lot to accommodate the use.
 2. The lot has an area less than 10,000 square feet and a reduction of the requirement would significantly increase the potential for the lot to accommodate the use.
 3. One or more protected trees as defined in section 14-8-4 shall be saved by granting the reduction.
- E. *Vehicular access point widths.* The following widths shall be measured at the property line and exclude medians (see chapter 14-5 for permitted driveway widths in the form-based code area):
 1. Minimum width (two-way) of 24 feet.
 2. Maximum width (two-way) of 40 feet unless a drive with more than three lanes is needed and authorized.
 3. Maximum one-way width of 20 feet.
- F. *One-way access points.*
 1. The in-bound drive shall be upstream of the out-bound.
 2. All drives shall be suitably channeled by curbing (supplemented by pavement markings and signs) to discourage two-way usage.
- G. *Right-turn lanes and access drive turn radii.* Design standards available from the engineering and public works and engineering department shall be used in designing right turn or deceleration/acceleration lanes, turn radii, maximum grades and the angle of a drive intersection with the roadway.
- H. *Cross access.* At the time of site plan or plat review, the city will require vehicular cross access easements between adjacent parcels to achieve greater transportation mobility and to minimize the impact on adjacent roadways.
 1. The property owner of each property shall grant an easement, running with the land, allowing general cross-access to and from the other properties in the affected area. Such easement shall be recorded in the public records and constitute a covenant running with the land.
 2. Exceptions to the cross-access requirement may be approved administratively based on the following findings:
 - a. No logical connection(s) can be established which would improve system mobility; or

-
- b. Compatibility concerns are created due to creation of unsafe or undesirable travel routes.
 - I. *Joint use access drives.* Shared access drives are encouraged and will be required by the city where appropriate, as a part of the site plan or plat review, see subsection H above.
 - J. *ADA compliant ramps.* Drives that intersect with sidewalks shall have ADA compliant ramps.

(Code 1995, § 14-2-81; Ord. No. 2038, 12-20-1994; Ord. No. 2064, 5-9-1995; Ord. No. 2085, 11-21-1995; Ord. No. 2688, 6-10-2008; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-7-31), 8-4-2020)

14-7-32. Fire protection access.

Fire department access roads shall be located and designed to assure efficiency in protecting life and property.

A. General.

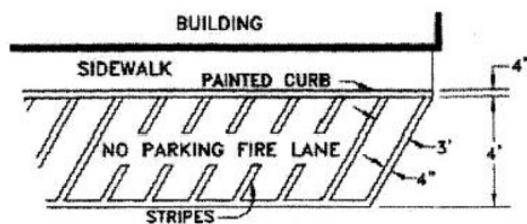
1. *Applicability.* Fire department access roads must be provided as required by the City of Kissimmee Fire Department. Fire department access roads shall consist of public or private roadways, fire lanes, parking lot lanes, or a combination thereof. Florida Fire Prevention Code (FFPC), NFPA 1, chapter 18, current edition. A variance request for fire department access roads width requirements may be requested if there is proven hardship for established properties within the form-based code area.
2. *Designation.* No driveway or portion of a driveway may be designated as a fire department access road without approval by the City of Kissimmee Fire Department.
3. *Timing.* Required fire department access roads shall be established by the developer prior to the beginning of construction and shall be maintained in good condition by the developer both throughout the project and after construction is complete.

B. Design standards.

1. *Florida Fire Prevention Code.* Fire department access roads shall meet the specifications of the Florida Fire Prevention Code, NFPA 1 current edition (as adopted by section 24-19 of the Code of Ordinances).
2. *Surface.* Fire department access roads shall have an all-weather surface.
3. *Loads.* Fire department access road surfaces and subgrades shall be capable of supporting the imposed loads of firefighting apparatus. Compaction and a sealed base must be provided per the Kissimmee Engineering Standards Manual.
4. *Width.* Fire department access road surfaces shall have a minimum unobstructed width of at least 20 feet. The required width of a fire department access road shall not be obstructed in any manner, including by the parking of vehicles. Wider fire lanes shall be required when necessary in accordance with the Florida Fire Prevention Code. Fire department access roads shall be measured from the edge of pavement to edge of pavement, or as determined by the fire department. On-Street Parking in Residential Developments. Pavement width shall be measured from edge of pavement to edge of pavement.
 - a. For parking on two sides of street minimum width shall be 36 feet.
 - b. For parking on one side of street minimum width shall be 28 feet.
 - c. No parking is allowed on any street that has a width less than 28 feet.

5. *Vertical clearance.* The area between the surface of the fire department access road and 13 feet six inches above the surface shall be unobstructed at all times.
6. *Fire department access road pavement markings.* Pavement markings shall meet the following criteria (see Figure 7-5):
 - a. Pavement markings shall be located adjacent to but not in travel lanes intended to be used by normal vehicular traffic. Greater travel lane widths than those specified in section 14-7-1 may be required as part of the development review process for fire safety reasons.
 - b. Markings shall use the color "safety yellow" (F.D.O.T. traffic rated pavement paint).
 - c. Markings shall include letters with a four-inch wide brush stroke and 18 to 24 inches high.
 - d. Markings shall include the message "No Parking - Fire Lane."
 - e. There shall be at least one fire lane pavement message for every 100 linear feet of fire lane or portion thereof.
 - f. Where a curb is provided, the curb top and face along the fire department access road are to be painted "traffic yellow" (F.D.O.T. traffic rated pavement paint). Solid stripes four inches wide extending outward to a width of four feet from the curb with three feet between each stripe. Striping to be thermoplastic or equivalent.
 - g. Markings and painting are to be maintained by the responsible party of the property.

Figure 7-5: Fire Lane Markings



7. *Fire department access roads signage located.* Fire department access roads shall be marked with freestanding signs with the wording "NO PARKING FIRE LANE" or similar wording. Such signs shall be 12 inches by 18 inches with a white background and red letters and shall be a maximum of seven feet in height from the roadway to the bottom part of the sign. The signs shall be within sight of traffic and be a maximum of 60 feet apart.

(Code 1995, § 14-2-82; Ord. No. 2038, 12-20-1994; Ord. No. 2692, 6-24-2008; Ord. No. 2749, 4-13-2010; Ord. No. 3034, § 1(14-7-32), 8-4-2020)

CHAPTER 14-9: ENVIRONMENT

14-9-1. Floodplain management.

- A. *Administration.* This section addresses the City of Kissimmee's administration of floodplain management, as authorized by F.S. ch. 166, for areas identified as special flood hazard areas by the Federal Emergency Management Agency (FEMA), in conformance with the National Flood Insurance Program and the requirements of the Florida Building Code.
- B. *General.*
1. *Definitions.*
 - a. Unless otherwise expressly stated, the words and terms used in this section shall have the meanings shown in chapter 14-2.
 - b. Terms defined in the Florida Building Code. Where terms are not defined in chapter 14-2 and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
 - c. Terms not defined. Where terms are not defined in chapter 14-2 or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.
 2. *Scope.* The provisions of this section shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
 3. *Intent.* The purposes of this section and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
 - a. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - b. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - c. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 - d. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - e. Minimize damage to public and private facilities and utilities;
 - f. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

-
- g. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - h. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the 44 CFR 59.22.
- 4. *Coordination with the Florida Building Code.* This section is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
 - 5. *Warning.* The degree of flood protection required by this section and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This section does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of Title 44 CFR 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this section.
 - 6. *Disclaimer of liability.* This section shall not create liability on the part of the city commission of the City of Kissimmee or by any officer or employee thereof for any flood damage that results from reliance on this section or any administrative decision lawfully made thereunder.

C. *Applicability.*

- 1. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- 1. *Areas to which this section applies.* This section shall apply to all flood hazard areas within the City of Kissimmee, as established in subsection C.2 below.
- 2. *Basis for establishing flood hazard areas.* The Flood Insurance Study for Osceola County, Florida and Incorporated Areas dated June 18, 2013, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this section and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Kissimmee, Department of Public Works & Engineering, located at 101 N. Church Street, Kissimmee, Florida 34741.
- i. *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to subsection F below the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
 - i. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this section and, as applicable, the requirements of the Florida Building Code.
 - ii. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

-
3. *Other laws.* The provisions of this section shall not be deemed to nullify any provisions of local, state or federal law.
 4. *Abrogation and greater restrictions.* This section supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances, including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this section and any other ordinance, the more restrictive shall govern. This section shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this section.
 5. *Interpretation.* In the interpretation and application of this section, all provisions shall be:
 - j. Considered as minimum requirements;
 - k. Liberally construed in favor of the governing body; and
 - l. Deemed neither to limit nor repeal any other powers granted under state statutes.
- D. *Duties and powers of the floodplain administrator.*
1. *Designation.* The city manager is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
 2. *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this section. The floodplain administrator shall have the authority to render interpretations of this section consistent with the intent and purpose of this section and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this section without the granting of a variance pursuant to subsection I below.
 3. *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - a. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - b. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this section;
 - c. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - d. Provide available flood elevation and flood hazard information;
 - e. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - f. Review applications to determine whether proposed development will be reasonably safe from flooding;
 - g. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this section is demonstrated, or disapprove the same in the event of noncompliance; and

-
- h. Coordinate with and provide comments to the director to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this section.
 - 4. *Substantial improvement and substantial determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the director, shall:
 - a. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - b. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - c. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - d. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this section is required.
 - 5. *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the director that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to subsection I below.
 - 6. *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this section.
 - 7. *Inspections.* The floodplain administrator shall make the required inspections as specified in subsection H below for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
 - 8. *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including, but not limited to:
 - a. Establish, in coordination with the director, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection D above;
 - b. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - c. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

-
- d. Review required design certifications and documentation of elevations specified by this section and the Florida Building Code to determine that such certifications and documentations are complete; if deficiencies are identified, require the permittee to make appropriate corrections; and
 - e. Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Kissimmee are modified.
9. *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this section and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this section; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this section and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the City of Kissimmee, Department of Public Works & Engineering, 101 N. Church Street, Kissimmee, Florida 34741.

E. *Permits.*

1. *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this section, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the director if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this section and all other applicable codes and regulations has been satisfied.
2. *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this section for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
3. *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this section:
 - a. Railroads and ancillary facilities associated with the railroad.
 - b. Non-residential farm buildings on farms, as provided in F.S. § 604.50.
 - c. Temporary buildings or sheds used exclusively for construction purposes.
 - d. Mobile or modular structures used as temporary offices.
 - e. Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.

-
- f. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this subsection, the term chickee means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - g. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - h. Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
 - i. Structures identified in F.S. § 553.73(10)(k) are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.
4. *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
- a. Identify and describe the development to be covered by the permit or approval.
 - b. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - c. Indicate the use and occupancy for which the proposed development is intended.
 - d. Be accompanied by a site plan or construction documents as specified in ~~division~~ ~~[subsection]~~ F below.
 - e. State the valuation of the proposed work.
 - f. Be signed by the applicant or the applicant's authorized agent.
 - g. Give such other data and information as required by the floodplain administrator.
5. *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this section shall not be construed to be a permit for, or approval of, any violation of this section, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
6. *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
7. *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this section or any other ordinance, regulation or requirement of this community.
8. *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including, but not limited to, the following:
- a. The South Florida Water Management District (SFWMD); F.S. § 373.036.
 - b. Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and F.A.C. ch. 64E-6.

-
- c. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.
 - d. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.
 - e. Federal permits and approvals.
- F. *Site plans and construction documents.*
- 1. *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this section shall be drawn to scale and shall include, as applicable to the proposed development:
 - a. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations, if necessary for review of the proposed development.
 - b. Where base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection F.3.b. or F.3.c below.
 - c. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection F.3.a below.
 - d. Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
 - e. Evidence that the interior portion of an enclosed area below the lowest floor is not partitioned and access to the enclosed area is the minimum necessary to allow for crawlspace access, for access to the occupiable space (stairway or elevator), for parking (garage door), and for limited storage of maintenance equipment used in connection with the premises (standard exterior door).
 - f. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - g. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - h. Existing and proposed alignment of any proposed alteration of a watercourse.
 - 2. *Waivers.* The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this section but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this section.
 - 3. *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
 - b. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

-
- c. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - i. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - ii. Specify that the base flood elevation is three feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than three feet.
 - d. Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
4. *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this subsection F, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
- a. If permitted pursuant to [sub]section K.3, for development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection F.5 below and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
 - b. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
 - c. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channels flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection F.5 below.
5. *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMS, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

G. *Flood hazard areas.*

-
1. *Filling.* Whenever a plan is submitted for an area that is a special flood hazard area but not in a floodway, the city may approve such subdivision, to an elevation sufficient to place the lowest floor, including basement, at a minimum of 18 inches above the base flood elevation of the 100-year frequency flood as determined by the city engineer or otherwise complies with [sub)section K.3.e. Any filling shall be in accordance with [sub)section K.3.e. Development of areas of extremely poor drainage should be discouraged.
 2. *Overflow zone.* If a subdivision is approved in an area of special flood hazard as defined in this section, it shall meet all the requirements of this section. The plat of such subdivision shall provide for an overflow zone along the bank of any stream or watercourse in a width that shall be sufficient in times of high water to contain or move the water, and no fill shall be placed in the overflow zone nor shall any structure be erected or placed therein. The boundaries of the overflow zone shall be subject to approval by the city engineer.

H. *Inspections.*

1. *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
2. *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this section and the conditions of issued floodplain development permits or approvals.
3. *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this section and the conditions of issued floodplain development permits or approvals.
 - a. *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 - i. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - ii. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection F.3.c.ii, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
 - b. *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection H.3.a.
 - c. *Manufactured homes.* The director shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this section and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

I. *Variances and appeals.*

-
1. *General.* The public works director shall hear and decide on requests for appeals and requests for variances from the strict application of this section and from the strict application of the flood resistant construction requirements of the Florida Building Code.
 2. *Appeals.* The board of adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this section. Any person aggrieved by the decision of [the] board of adjustment may appeal such decision to the circuit court, as provided by Florida Statutes.
 3. *Limitations on authority to grant variances.* The public works director shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection I.7, the conditions of issuance set forth in subsection I.8, and the comments and recommendations of the floodplain administrator and the director. The board of adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of this section.
 4. *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in subsection F.4.
 5. *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
 6. *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this section, provided the variance meets the requirements of subsection I.4, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
 7. *Considerations for issuance of variances.* In reviewing requests for variances, the board of adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this section, and the following:
 - a. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - d. The importance of the services provided by the proposed development to the community;
 - e. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - f. The compatibility of the proposed development with existing and anticipated development;
 - g. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - h. The safety of access to the property in times of flooding for ordinary and emergency vehicles;

-
- i. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - j. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
8. *Conditions for issuance of variances.* Variances shall be issued only upon:
- a. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this section or the required elevation standards;
 - b. Determination by the board of adjustment that:
 - i. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - ii. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - iii. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - c. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
 - d. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

J. *Violations.*

- 1. *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this section that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this section, shall be deemed a violation of this section. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this section or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- 2. *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this section and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- 3. *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

K. *Flood resistant development.*

-
1. *Buildings and structures exempt from building code.* Pursuant to [sub)section E.3, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of subsection 7 below.
 2. *Subdivisions.*
 - a. *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - i. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - ii. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - iii. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
 - b. *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 - i. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - ii. Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with [sub)section F.3.a; and
 - iii. Compliance with the site improvement and utilities requirements of subsection 3 below.
 3. *Site improvements, utilities and limitations.*
 - a. *Minimum requirements.* All proposed new development shall be reviewed to determine that:
 - i. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - ii. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - iii. Adequate drainage is provided to reduce exposure to flood hazards; in Zones ~~AH-AH-AH~~ and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
 - b. *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in F.A.C. ch. 64E-6, and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.
 - c. *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in F.A.C. 62-532.500, and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

-
- d. *Limitations on sites in regulatory floodways.* No encroachment, including fill or new construction, is permitted. Minor improvements such as boat docks are authorized if the floodway encroachment analysis required in [sub]section F.4.a. demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
 - e. *Limitations on placement of fill.* Subject to the limitations of this section, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. To ensure no net loss of floodwater storage capacity, a hydrologically equivalent compensatory storage volume shall be provided in a location and configuration acceptable to the floodplain administrator. Hydraulic equivalency shall be demonstrated by calculations prepared in accordance with currently accepted engineering practices by a professional engineer. Excavation in wetland areas shall be prohibited, unless authorized in accordance with sections 14-3-33 and 14-9-4. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
4. *Manufactured homes.*
- a. *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of F.A.C. ch. 15C-1, and the requirements of this section.
 - b. *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this section.
 - c. *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
 - d. *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with the following, as applicable:~~
 - ~~i. *General elevation requirement.* Unless subject to the requirements of subsection ii, all manufactured homes that are placed, replaced, or substantially improved on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A).~~
 - ~~ii. *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection i above, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

-
- ~~(a) Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or~~
 - ~~(b) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~
 - e. *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas.
 - f. *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.
5. *Recreational vehicles and park trailers.*
- a. *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 - i. Be on the site for fewer than 180 consecutive days; or
 - ii. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
 - b. *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection K.5.a above for temporary placement shall meet the requirements of subsection K.4 above for manufactured homes.
6. *Tanks.*
- a. *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
 - b. *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection K.6.c below shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
 - c. *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
 - d. *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
 - i. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - ii. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.
7. *Other development.*

-
- a. *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this section or the Florida Building Code, shall:
 - i. Be located and constructed to minimize flood damage;
 - ii. Meet the limitations of subsection K.3.d if located in a regulated floodway;
 - iii. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - iv. Be constructed of flood damage-resistant materials; and
 - v. Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
 - b. *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of subsection K.3.d.
 - c. *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of subsection K.3.d.
 - d. *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section K.3.d. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection 14-9-1.F.4.c.

8. Non-elevated accessory structures. Accessory structures are permitted below elevations required by the Florida Building Code provided the accessory structures are used only for parking or storage and:

- a. Are one-story and not larger than 600 sq. ft.
- b. Have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
- c. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- d. Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
- e. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

(Code 1995, §§ 14-2-115, 14-2-117; Ord. No. 2038, 12-20-1994; Ord. No. 2142, 12-17-1996; Ord. No. 2858, 5-21-2013; Ord. No. 3034, § 1(14-9-1), 8-4-2020)

14-9-2. Wetlands and habitat species preservation.

Wetlands. See section 14-4-7 for lots in the conservation overlay district and see section 14-9-4 for lots outside the conservation overlay district.

(Code 1995, § 14-2-101; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-9-2), 8-4-2020)

14-9-3. Wellfield protection.

- A. *Intent.* The purpose of groundwater protection standards is to safeguard the health, safety and welfare of the citizens of the city. This is accomplished through ensuring the protection of the principal sources of water for domestic and industrial use. The standards contained herein are intended to be interim rules designed to help protect both the quantity and quality of the groundwater supply. This intent is achieved in this section by controlling development activities in and adjacent to designated wellheads in order to protect water supplies from potential contamination.
- B. *Restrictions on development.*
1. *Septic tank disposal systems.* Septic tank disposal systems shall be separated from public water system wells in the manner required by F.A.C. ch. 10D-6 (Rules of the Department of Health and Rehabilitative Services: Standards for Onsite Sewage Disposal Systems).
 2. *Wastewater treatment plant facilities and effluent discharge.* Wastewater treatment plant facilities and discharges shall be separated from public water system wells in the manner required by F.A.C. ch. 17-610 (Rules of Department of Environmental Protection: Reuse off Reclaimed Water and Land Application) and F.A.C. ch. 17-640 (Rules of Department of Environmental Protection: Domestic Wastewater Residuals).
 3. *Solid waste management facilities.* Solid waste management facilities shall be separated from public water system wells in the manner required by F.A.C. ch. 17-701 (Rules of Department of Environmental Protection: Solid Waste-Management Facilities).
 4. *Toxic substance facilities.* No facilities for the bulk storage, bulk handling or processing of materials on the Florida Substance List (F.S. ch. 442) shall be located within 100 feet of a public water system well.
- C. *Administration.* Conformance with this section shall be achieved by monitoring occupational license, site plan and building permit applications.

(Code 1995, § 14-2-102; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-9-3), 8-4-2020)

14-9-4. Early land preparation and site improvement permits.

- A. *General.* An approved early land preparation permit or a city approved site improvement permit is required prior to any alteration of terrain, removal of trees, or removal of vegetative cover from land within the city except for:
1. *Residential lots.* Alteration of terrain or removal of vegetation on residential lots of less than two acres, except those intended for a townhouse or multiple family housing development, when the alteration or removal is under the specific direction of the resident owner.
 2. *Nurseries and greenhouses.* Alteration of terrain or removal of vegetation on the portion of property used for landscape nursery/greenhouse related activities when the property is:
 - a. Owned by a business with a city occupational license permitting landscape nursery/greenhouse related activities and is allowed to be used for such activities; or
 - b. Owned by a governmental agency and is allowed to be used for such activities.
 3. *Agricultural uses.* Alteration of terrain or removal of vegetation on property which is allowed to be used for agricultural purposes and which is used for bona fide agricultural purposes.
 4. *Public rights-of-way or public easements.* Alteration of terrain or removal of vegetation on public rights-of-way or public easements by an individual or organization which has the authority to

undertake such alteration or removal. Except that no trees may be removed, cut, or trimmed without compliance with 14-1-39 through 14-1-41.

5. *Public safety emergencies.* Alterations of terrain and removal of vegetation due to public safety emergencies. However, no trees located on any lot within the city shall be removed except in conformance with chapter 14-8 (unless the removal is needed due to a public safety emergency). In addition, no trees on any lot shall be removed if the trees are necessary to meet the requirements of chapter 14-8 (unless the removal is needed due to a public safety emergency). Further, no vegetation of any type shall be removed without an early land preparation permit if the vegetation was required by a landscape plan approved pursuant to chapter 14-8 (unless the removal is needed due to a public safety emergency).

B. *Early land preparation permits.*

1. *Early land preparation permit required.* An early land preparation permit shall be required for land clearing as defined in chapter 14-2 unless a permit is not required pursuant to subsection A above.
2. *Land preparation plans.* An early land preparation permit shall be issued by the director upon review and approval of an early land preparation plan submitted by the applicant. Early land preparation plans shall be approved if and only if they contain all of the information required in Section B.3. below and show conformance with all of the standards in subsection B.4 below.
3. *Information required in early land preparation plans.*
 - a. Early land preparation plans involving the removal of less than five trees and less than 25 shrubs and the removal or relocation of less than 150 cubic yards of soil shall:
 - i. Show the approximate location of the lot in relation to existing streets;
 - ii. Show the approximate location of lot lines;
 - iii. Indicate the existing land use for the lot;
 - iv. Show the approximate location of buildings and other major structures on the lot;
 - v. Indicate the reason for the proposed land clearing;
 - vi. Show the type and general location of all existing vegetative cover, including trees greater than four inches DBH, which is to be removed and indicate its approximate distance from the nearest lot line;
 - vii. Show the general location of all grading, excavating, or filling which is proposed and indicate the approximate change in elevation which is proposed in each location;
 - viii. Indicate whether or not the property has hydric soils, as identified by the "Soil Survey of Osceola County Area, Florida." A more detailed soil survey as approved by the city may be used or, where applicable, a statement that no hydric soils exist;
 - ix. For a lot which has a size of five acres or more, indicate vegetative communities in accordance with Level III or IV of the "Florida Land Cover Classification System" (FLCCS); and
 - x. Be accompanied by any reports required pursuant to division [subsection] B.4 below (the city may charge the applicant a reasonable fee for the cost of reviewing these reports and for on-site inspections to determine compliance with the reports as approved subject to conditions and modifications).
 - b. Early land preparation plans involving the removal of five or more trees, 25 or more shrubs, or the removal or relocation of 150 or more cubic yards of soil shall submit the information required

for early land preparation permits in subsection B.3.a above and for city certified land preparation plans in subsection C.3 below.

4. *Land clearing standards.* Land clearing activities and early land preparation plans involving the removal of less than five trees and less than 25 shrubs and the removal or relocation of less than 150 cubic yards of soil shall conform to the following standards:
- a. Land clearing in all areas must:
 - i. Result in the removal of less than five trees and less than 25 shrubs on a lot during a single calendar year;
 - ii. Result in the removal or relocation of less than 150 cubic yards of soil on a lot in a calendar year (all such removal or relocation must be completed within five consecutive days and the impacted areas must be sodded within the same five day time period); and
 - iii. Comply with the requirements of chapter 14-8 and Resolution 31-89.
 - b. Land clearing in areas subject to an approved landscape plan (a landscape plan required pursuant to chapter 14-8) must be determined by the director to be consistent with the general intent of the landscape plan and the associated site plan or subdivision plat. In determining consistency consideration shall be given, in part, to the impact of the land clearing and any replacement landscaping on:
 - i. The quality, quantity, and type of vegetation;
 - ii. The effectiveness of any buffering;
 - iii. The effectiveness of the stormwater management system;
 - iv. The ability of the site to comply with any applicable wetland and habitat/species preservation requirements in this section; and
 - v. The ability of the site to comply with traffic sight visibility requirements in chapter 14-10.
 - c. Land clearing in areas where the director determines that there may be hydric soils as indicated by the hydric soils list in the "Soil Survey of Osceola County Area, Florida" or wetlands vegetation in accordance with Level III or IV of the Florida Land Cover Classification System" (FLCCS) shall comply with the following:
 - i. A wetlands conservation impact report prepared in conformance with section 14-3-33 and which has been approved, with or without conditions or modifications, by the development review committee; and
 - ii. All applicable Florida Department of Environmental Protection (DEP), South Florida Water Management District (SFWMD), and U.S. Army Corps of Engineer (ACOE) permits.
 - d. For a lot which has a size of five acres or more, land clearing in areas where the director determines that there may be designated species as defined in chapter 14-2 or any identified habitat listed as threatened or endangered by the Florida Natural Areas Inventory shall comply with the following:
 - i. A land clearing conservation impact report prepared in conformance with section 14-3-33 and which has been approved, with or without conditions or modifications, by the development review committee; and
 - ii. All applicable DEP, SFWMD, and ACOE permits. Land clearing activities and land clearing plans involving the removal of five or more trees or 25 or more shrubs shall conform to the standards in subsection B.4.b and the standards for city site improvement plans in

subsection C.4, except that subsection C.4.a shall not apply to land clearing activities. No land clearing activities shall be allowed which would result in the removal or relocation of 150 or more cubic yards of soil on a lot in a calendar year (all such removal or relocation must be completed within five consecutive days and the impacted areas must be scheduled within the same five-day time period).

e. Fees. Fees for land clearing permits are specified in the Land Development Code Fee Schedule.

C. *Site improvement permits.*

1. *Site improvement permit required.* A city approved site improvement permit shall be required for land preparation as defined in chapter 14-2 unless a certified land preparation plan is not required pursuant to section A above.
2. *Site improvement plans.* A site improvement permit plan shall be certified by the director upon review and approval of a site improvement plan submitted by the applicant. Site improvement plans shall be approved if and only if they contain all of the information required in subsection C.3 below and conform with all of the standards set forth in subsection C.4 below.
3. *Information required.* Site improvement plans shall include:
 - a. Information indicating that each part was prepared by an appropriate professional;
 - b. Be at the same scale as grading, landscaping and basic layout drawings required for subdivision approval, site plan approval and building permits;
 - c. Show the location of lot lines;
 - d. Show existing topography at one foot contour intervals;
 - e. Show existing drainage patterns, including existing retention areas;
 - f. Show proposed topography at one foot contour intervals;
 - g. Show proposed drainage patterns, including proposed retention areas;
 - h. Indicate the final on site and/or off site disposition of any and all deleterious material, including muck and highly plastic clay;
 - i. Show all trees four inches or greater DBH (i.e., trees which may be removed only with a tree removal permit issued pursuant to chapter 14-8);
 - j. Show all trees listed in subsection C.3.i above which are to be removed;
 - k. Provide a tabular summary by species of existing trees listed in subsection C.3.i above which are to remain and to be removed;
 - l. Show the type and general location of existing vegetative cover other than trees greater than four inches DBH;
 - m. Show the type and general location of existing vegetative cover to be removed, including vegetative communities in accordance with Level III or IV of FLCCS;
 - n. Indicate whether or not the property has hydric soils, as identified by the "Soil Survey of Osceola County, Florida." A more detailed soil survey as approved by the city may be used or, where applicable, a statement that no hydric soils exist;
 - o. Be accompanied by any reports required pursuant to subsection C.4 (the city may charge the applicant a reasonable fee for the cost of reviewing these reports and for on-site inspections to determine compliance with the reports as approved subject to conditions and modifications);

-
- p. Be accompanied by all other information needed to determine compliance with the land preparation standards set forth in subsection C.4 below, including:
 - i. A narrative and/or graphic explanation demonstrating that the area of land preparation is the minimum necessary to complete development in accordance with an approved building permit, site plan or subdivision approval;
 - ii. A narrative and/or graphic description of erosion and dust control techniques to be employed;
 - iii. A narrative and/or graphic description of the type, source and placement of any and all fill material to be used;
 - iv. A narrative and/or graphic description of methods to be employed to protect trees impacted by grading activities both during and after grading; and
 - v. A narrative and/or graphic description of land preparation phasing.
 - 4. *Site improvement standards.* Site improvements shall conform to the following standards:
 - a. Site improvement shall be confined to the minimum area necessary to complete development in accordance with approved building permits, site plans, and/or subdivision approvals.
 - b. Site improvement processes shall conform to "Chapter 6: Stormwater and Erosion and Sediment Control Best Management Practices for Developing Areas of The Florida Development Manual: A Guide to Sound Land and Water Management" (June 1988) prepared by the Florida Department of Environmental Regulation.
 - c. Site improvements on lots in the conservation overlay district shall comply with section 14-4-7.B.
 - d. Site improvements for lots outside the conservation overlay district shall comply with the following when there is land preparation in areas where the director or department determines that there may be hydric soils as indicated by the hydric soils list in the "Soil Survey of Osceola County Area, Florida" or wetlands vegetation in accordance with Level III or IV of the "Florida Land Cover Classification System" (FLCCS):
 - i. A wetlands conservation impact report prepared in conformance with section 14-3-33 and which has been approved, with or without conditions or modifications, by the city; and
 - ii. All applicable DEP, SFWMD, and ACOE permits.
 - e. Site improvements for lots which have a size of five acres or more and which are outside the conservation overlay district shall comply with the following when there is land preparation in areas where the director or department determines that there may be designated species as defined in chapter 14-2 or any identified habitat listed as threatened or endangered by the Florida Natural Areas Inventory:
 - i. A land clearing conservation impact report prepared in conformance with section 14-3-33 and which has been approved, with or without conditions or modifications, by the city; and
 - ii. All applicable DEP, SFWMD, and ACOE permits.
 - f. Rubble, debris, trash, junk, vegetative matter, hazardous wastes, garbage, tires or similar material shall not be used for fill or otherwise placed on property subject to land preparation.
 - g. Broken concrete and gravel may be used as fill provided that it is free of exposed reinforcing steel and provided it is covered with a minimum of two feet of clean fill.
 - h. No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubber or other waste materials of any kind shall be buried in any land, or left or deposited on any lot pursuant to land preparation.

-
5. *Fees.* There are no additional fees for the certification of land preparation plans beyond what is charged for reviewing subdivisions, site plans, building permit requests, and conservation impact reports.

D. *Shorelines.* See section 14-3-33.D.1 for standards relative to Class III shorelines including littoral zones.

(Code 1995, § 14-2-104; Ord. No. 2038, 12-20-1994; Ord. No. 2276, 6-1-1999; Ord. No. 3034, § 1(14-9-4), 8-4-2020)

14-9-5. Mining and excavation.

- A. *Mining prohibited.* Mining and excavation (other than what is necessary for normal development construction or that is allowed in accordance with an approved early land preparation permit) is prohibited within the city.
- B. *Annexation of mining sites.* Any petitioner for annexation on whose land is located a borrow pit or other mining site shall submit a reclamation plan acceptable to the city engineer and based upon city administrative guidelines. The reclamation plan shall be implemented before a development order is issued or within five years of the final approval of the annexation, whichever occurs first. Before final approval of the annexation occurs, the petitioner and the city shall enter into a written agreement suitable to the city attorney which establishes the reclamation requirements in accordance with this section. The intent is to restore the site so that either its appearance resembles other nearby vacant parcels or it complies with the design requirements of section 14-10-3.B.

(Code 1995, § 14-2-105; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-9-5), 8-4-2020)

14-9-6. Vehicular air pollution.

- A. *When an air quality study is required.* The traffic concurrency assessment addresses most vehicular air pollution concerns. Therefore, an air quality study will be required at the site plan stage only if a unique use such as a stadium or arena is proposed. If the use will generate more than 500 peak hour trips, an air quality study analyzing carbon monoxide impacts of the project shall be required.
- B. *Contents of report.* The air quality impact report shall be prepared by a professional acceptable to the city engineer. Use of the most recent version of the Florida Department of Transportation's Carbon Monoxide Screening Test for Urban or Rural Areas (contained in their Project Development and Environment Guidelines) is recommended as a first step screening test. If the project fails the screening test, more complex computer modeling of the site geometry and projected traffic is required. This more thorough analysis should follow the guidance provided by the Florida Department of Environmental Protection's (DEP) Guidelines for Evaluating the Air Quality Impacts of Indirect Sources. This document provides general guidance on the use of the U.S. Environmental Protection Agency's motor vehicle emission factor model, MOBILE5a, and models used to predict pollutant concentrations near roadways, intersections, and parking facilities. The city engineer in turn is authorized to use the services of a qualified professional to review the report (at the applicant's expense) and to assess the impact of the project relative to the National Ambient Air Quality Standard (NAAQS) for carbon monoxide. More detailed guidance should be obtained from the DEP's division of air resources management.
- C. *Mitigation.* If the projected air quality proves unacceptable to the city engineer, the city will require the applicant to increase the capacity of either on-site or off-site traffic facilities and/or decrease project densities/intensities. No project requiring review shall be allowed to proceed unless a qualified professional certifies that the relevant NAAQS will not be violated as a result of the project.

(Code 1995, § 14-2-103; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-9-6), 8-4-2020)

CHAPTER 14-10: SUBDIVISION AND SITE DESIGN; PUBLIC IMPROVEMENTS

14-10-1. Intent.

The intent of this chapter is to establish standards for the subdivision of land, site design, and utility improvements. This chapter includes design requirements; procedures for subdivision approval are contained in chapter 14-3.

Subdivision, site design and utility improvements within the form-based code area shall also comply with the standards in chapter 14-5. Where there are conflicts between those standards and this chapter the standards in chapter 14-5 shall prevail, except that no new right-of-way may have a minimum width less than specified in the portion of Table 7-1 entitled "Design Standards for Streets."

(Code 1995, § 14-2-130; Ord. No. 2038, 12-20-1994; Ord. No. 2692, 6-24-2008; Ord. No. 3034, § 1(14-10-1), 8-4-2020)

14-10-2. Subdivision/lot standards.

- A. *In general.* The design of a proposed subdivision shall be such that satisfactory building sites are provided, all of which are properly related to topography, soils, flood hazards, environmentally sensitive areas, public facilities, anticipated use, and surrounding development. Every effort shall be made to protect adjacent residential areas from potential nuisance from a proposed commercial or industrial subdivision, including the provision of extra parcel depth.
- B. *Required frontage on street.*
 - 1. No subdivision or development (including townhomes on fee simple lots) shall be approved unless such subdivision, development site or lot has frontage on and access from an existing street meeting at least one of the following criteria:
 - a. An existing state, or county highway; or
 - b. A city-maintained street which meets city standards or is secured by a performance bond required under this chapter. Wherever the area to be subdivided is to utilize existing street frontage, such street shall be suitably improved as provided herein; [or]
 - c. A city-approved private street that meets city standards, other than the right-of-way width specified in Table 7-1 (Design Standards for Streets), or is secured by a performance bond required under this chapter.
 - 2. Where rear-loaded lots are created, the rear of each lot shall abut a public or private alley built to city standards.
- C. *Streets within and around a subdivision.* All streets within or adjacent to the proposed subdivision as well as those off-site streets required to be improved as a part of the subdivision, shall be designed, graded, paved, and improved to conform to this section, chapter 14-7, and the city construction standards and specifications, and shall be approved as to design and specification by the city engineer. The city may require special street, curb, gutter, sidewalk, water, sewer and stormwater drainage design and construction. Also see section 9-96(5) and (6).

-
- D. *Access to arterials and collectors.* Where a residential subdivision with single family, duplex, or townhouse lots borders on or contains an existing or proposed arterial or collector, the city may require that access to such streets be limited by one of the following means (see also subsection G.3 below). The provisions of this subsection D shall not apply to the form-based code area (see chapter 14-5).
1. *Reverse frontage.* The lots shall back onto the arterial or collector and front on a parallel street. No access shall be provided from the arterial or collector and screening shall be provided in a strip of land along the rear property line of such lots in accordance with section 14-8-17 ([Landscaping and] Buffers Along Rights-of-Way). In addition, access rights shall be dedicated to the city.
 2. *Right angle streets.* A series of loop streets entered from and designed generally at right angles to such a parallel street, with the rear lines of their terminal lots backing onto the arterial or collector. No access to lots shall be provided from the arterial or collector and screening shall be provided in a strip of land along the property line of lots adjacent to the arterial or collector in accordance with section 14-8-17 ([Landscaping and] Buffers Along Rights-of-Way). In addition, access rights adjacent to the arterial or collector shall be dedicated to the city.
 3. *Frontage road.* A marginal access or service road, separated from the arterial or collector by a planting or grass strip and having access thereto at suitable points.
 4. *Shared access drives.* But only in the case of small subdivisions.
- E. *Landscape strips along roadways and railroads.* The buffer strips required by section 14-8-17 along arterials, collectors, limited access highways and railroads shall be provided above the minimum required lot width or depth and building setback. The buffer strip shall be considered a subdivision improvement and is subject to the requirements in section 14-3-43 (Subdivision Site Improvements).
1. The strip along arterials and collectors may be owned and maintained by the individual lot owners, or it may be placed in a tract to be owned and maintained by the homeowners' association.
 2. The buffer strip shall be designated on the plat as follows: "This strip is reserved for screening. The placement of structures hereon, other than a buffer wall, is prohibited."
- F. *Blocks.*
1. Blocks shall have sufficient width to provide for two tiers of lots of appropriate depths. Exceptions to this prescribed block width may be permitted in blocks adjacent to arterials, collectors, railroads, or waterways.
 2. The lengths, widths and shapes of blocks shall be such as are appropriate for the locality and the type of development contemplated, but generally block lengths in residential areas shall meet the following standards. Sites within the form-based code area shall meet the standards of chapter 14-5.
 - a. Maximum: 1,200 feet.
 - b. Minimum along arterial or collector: 600 feet.
 - c. Minimum along local street: 300 feet.
 3. No residential block shall be more than 480 feet in length without a dedicated alley or pedestrian pathway providing through access.
 4. Easements or rights-of-way for pedestrian ways and bikeways shall be provided in accordance with section 14-7-3.
- G. *Lot shape and dimensions.*
1. Lot dimensions shall comply with the minimum standards of chapters 14-4 and 14-5 except that lots may have a smaller lot area, lot width and lot depth if authorized in accordance with section 14-3-50.B.

-
2. The creation of new flag lots is prohibited. In no case shall a lot have less than 30 feet of frontage at the property line (20 feet for townhome lots).
 3. Double frontage and reverse frontage lots shall be avoided in residential districts except where necessary to provide separation of residential development from arterial or collector streets (see section 14-10-2.D.1) or to overcome specific topographical or environmentally sensitive land constraints.
 4. In general, side lot lines shall be at right angles to street lines (or radii to curving street lines) unless a variation from this rule will give a better street or lot plan.
 5. Dimensions of corner lots shall be large enough to allow for erection of buildings, observing the minimum setback from both streets (i.e., wider by the footage differential between side yard setbacks for corner lots versus interior lots).
 6. Depth and width of non-residential lots shall be adequate to provide for the off-street parking facilities and other site plan requirements.

H. *Lot grading and drainage.*

1. In the case of single family, duplex, triplex, and townhouse residential lots, no certificate of occupancy shall be issued until final lot grading has been completed in accordance with the approved land preparation plan and, where applicable, an approved subdivision grading plan. All other lots shall be graded in accordance with the approved land preparation plan.
2. Lots shall be laid out so as to provide positive drainage away from all buildings and individual lot drainage shall be coordinated with the general storm drainage pattern for the area as per section 14-10-3 (Stormwater Management).

- I. *Waterbodies/density.* When a waterbody is located or created on a tract being subdivided, said waterbody shall be located on a common tract owned by a homeowners, condo, or property owner's association. Where a watercourse separates the buildable area of a lot from the street by which it has access, provisions shall be made for installation of a culvert or other structure with a design approved by the city engineer. In no case shall surface waters as defined by the Florida Department of Environmental Protection (DEP) in F.S. § 403.31, floodways, or similar natural features specified by the director be included in meeting the minimum lot size or used to calculate maximum density.

(Code 1995, § 14-2-133; Ord. No. 3034, § 1(14-10-2), 8-4-2020)

14-10-3. Stormwater management.

A. *Administration.*

1. *Stormwater management plan review.* No building permit shall be issued unless the standards in this section have been met. In most cases this will occur at the time of public facility concurrency review in conjunction with a site plan or preliminary subdivision plat. A stormwater management plan in accordance with this chapter and City of Kissimmee Construction Standards and Specifications, which includes all design computations, shall be submitted to the city engineer for approval.
2. *Exemptions.* The following activities shall be exempt from the requirements of this section:
 - a. Single family, duplex, or triplex homes built on individual lots that are part of a larger subdivision with an approved drainage plan.
 - ba.** Maintenance activity that does not change or affect the quality, rate, volume, or location of stormwater flows on the site or runoff from the site.

-
- ~~b~~c. Bona fide agricultural pursuits for which a soil conservation plan has been approved by the local soil and water conservation district.
- ~~d~~e. Action taken under emergency conditions to prevent imminent harm or danger to persons or to protect property from imminent fire, violent storms, hurricanes or other hazards.
3. *Maintenance.* The city code enforcement program will include a regular schedule of inspections to ensure the ongoing effectiveness of on-site drainage systems. This shall include inspections to determine that detention ponds or swales have not been filled and that systems are functioning properly after heavy rains.
- B. *Detention/retention.* All new development shall limit off-site stormwater discharge by meeting the following standards:
1. *Off-site discharge.* Peak stormwater discharge from a detention pond on a site to be developed or altered shall not exceed the pre-development peak discharge for the ten-year frequency 72-hour duration storm.
2. ~~Detention/retention~~Water quality. Design wet detention for the first one inch of runoff or a total runoff of 2.5 inches times the percent of imperviousness, whichever is greater. Reductions in the above volumes of 25 percent and 50 percent for dry detention and retention respectively can be applied when conditions permit. Commercial or industrial zoned projects shall provide at least one-half inch dry detention or retention pretreatment as part of the required retention/detention.
~~Retention/detention ponds, for all sites greater than two acres of total area, shall have a minimum of one-foot freeboard. Sites less than or equal to two acres of total area shall meet freeboard requirements as determined by the city engineer.~~
3. Freeboard: Retention/detention ponds, for all sites greater than two acres of total area, shall have a minimum of one-foot freeboard. Sites less than or equal to two acres of total area shall meet freeboard requirements as determined by the City Engineer.
- ~~Runoff velocities. Limit velocities in any new system to a minimum of three feet/second or more for the ten-year storm.~~
- ~~a~~4. *Wet ponds.*
- ~~i~~a. *Slopes.* The sides shall be a minimum of 4:1 down to a point two feet below the control elevation ~~normal low~~ water line; from a point two feet below the control elevation ~~normal low~~ water surface the slope may increase to 2:1.
- ~~ii~~b. *Depth.* The water depth at points in the pond where the slopes have run their maximum shall be a minimum of six feet to prevent growth of weeds. A clear maintenance way 20 feet in width shall be maintained all the way around the pond.
- ~~iii~~c. *Calculations.* Appropriate drainage calculations shall be included to ensure the proper handling of stormwater runoff.
- ~~iv~~d. *Maintenance.* See subsection ~~A.3 above~~D.4 below.
5. ~~b.~~ *Dry ponds.*
- ~~i~~a. *Slopes.* The sides shall not exceed 3:1 except where some special architectural or landscaping effect has been approved.
- ~~ii~~b. *Depth to water table.* The ground surface of the pond bottom shall be a minimum of three feet above the normal wet weather water table. If this is not possible, underdrains may be used to control the water table elevation.
- ~~iii.~~ ~~Grading. Grading shall be done in such a way that adjacent property is not affected.~~

~~ivc.~~ *Rate of drainage.* Dry ponds must be capable of draining 50 percent dry within 24 hours and the remaining 50 percent within another 72 hours.

~~v. — *Water quality.* The ponds shall be designed in conformance with F.A.C. ch. 62-330.301.~~

6. Grading: Grading shall be done in such a manner that any adjacent property is not affected.

7. Conditions of Approval: The ponds shall be designed in conformance with Section 62-330.301 FAC.

- C. *Natural storage areas.* Isolated wetlands and other natural storage areas shall be used whenever feasible for retention and aquifer recharge purposes.
- D. *Drainage easements/*~~*Drainage Rights-of-Way-*~~
1. *General requirements.* Where a development or subdivision is traversed by a watercourse, channel, stream, or drainage way, there shall be provided a stormwater easement or drainage right-of-way conforming substantially to the lines of such watercourse, and of such width and construction or both as will be adequate for the purpose. Wherever possible, it is desirable that the drainage be maintained by an open channel with landscaped banks and adequate width for maximum potential volume of flow.
 2. *Drainage easements.*
 - a. Inclusion of open ditches other than swales is prohibited except where no feasible alternative exists. For underground drainage facilities, perpetual unobstructed easements at least 15 feet in width shall be provided. Greater width may be required dependent on the depth of the drainage facility. Easements shall be indicated on the plat. Where open drainage ditches less than three feet in depth are used, a perpetually, unobstructed maintenance berm of 15 feet on both sides shall be dedicated. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.
 - b. When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat.
 3. *Drainage rights-of-way.* Where the developer proposes to construct a drainage ditch in excess of three feet deep, or the development encompasses or is directly adjacent to a ditch or drainage way in excess of three feet deep, the developer shall dedicate a right-of-way rather than an easement to the city. The right-of-way shall be of sufficient width to provide a 25-foot maintenance berm on each side of the ditch or drainage way, in addition to the width of the ditch as measured at the top of the slopes.
 4. *Retention/detention ponds.* Any wet retention/detention ponds required for either attenuation of flow or treatment of stormwater shall have sufficient land an easement dedicated to the city to provide a 20-foot maintenance berm around the pond. If access to the pond is not available from an adjacent road, a minimum 30-foot wide access ~~right-of-way~~tract with easement shall be dedicated to provide access to the ponds.
- E. *Drainage standards for agricultural land.* Any new agricultural activity shall meet the following drainage standards:
1. The natural direction of runoff flow shall not be altered.
 2. No agricultural activity shall be permitted on land shown on the comprehensive plan wetlands map (Map 1-3). See also the conservation overlay district in section 14-4-7.B.
 3. A six-foot natural buffer shall be preserved or provided between any naturally existing water body (pond, lake or stream) and any agricultural activity. Where not now in existence, native indigenous species of vegetation shall be planted in this buffer.
- F. *Inlets.* Storm sewer inlets shall be designed for a storm of a frequency of once every ten years and they shall be checked against a 100-year frequency storm to ensure that floodwater elevations will be below floor

elevations of buildings. Inlets shall be provided so that surface water is not carried across or around any intersection, nor for a distance of more than 600 feet in the gutter. When calculations indicate that curb capacities are exceeded at a point, no further allowance shall be made for flow beyond that point, and basin shall be used to intercept flow at this point. Surface water drainage patterns shall be shown for each and every lot and block.

G. *Storm drains.*

1. *Location.* The applicant may be required to carry away by pipe or open ditch any spring or surface water that may exist either previous to or as a result of the subdivision. Such drainage facilities may be located in the road right-of-way where feasible or in perpetual unobstructed easements of appropriate width and shall be constructed in accordance with the city construction standards and specifications.
2. *Accessibility.* Where a public storm sewer is accessible, the applicant shall install linking storm sewer facilities, or if no outlets are within a reasonable distance, adequate provision shall be made for the disposal of stormwaters, subject to the specifications of the city engineer. However, in subdivisions containing lots less than 15,000 square feet in area and in business and industrial districts, underground storm sewer systems shall be constructed.
3. *Upstream drainage.* A culvert or other drainage facility shall in each case be large enough to accommodate potential runoff from its entire upstream drainage area, whether inside or outside the subdivision. The applicant's engineer shall demonstrate to the city engineer the necessary size of the facility, based on construction standards and specifications assuming conditions of maximum potential watershed development permitted by the zoning district.
4. *Downstream drainage.* The applicant shall indicate the subdivision runoff impact on existing downstream drainage facilities outside the area of the subdivision. City drainage studies, together with such other studies as shall be appropriate, shall serve as a guide to needed improvements. Where it is anticipated that the additional runoff incident to the development of the subdivision will overload an existing downstream drainage facility, the city commission may withhold approval of the subdivision until provision has been made for the improvement of said potential condition in such sum as the city engineer shall determine. No subdivision shall be approved unless adequate drainage will be provided to an adequate drainage watercourse or facility.

5. *Self-Cleaning Velocities:* Pipe velocities in any new system to be a minimum of three feet/second for the 10-year storm.

H. *Other drainage standards.* The following drainage standards shall also be met:

1. *Roadways.* Design subdivision drainage systems for the ten-year storm event, utilizing the Florida Department of Transportation Rainfall Intensity Curves.
2. *Pavement.* Design pavement drainage for ten-year design frequency storms. Roadway elevations shall be above the peak stage of the ten-year 24-hour storm event.
3. *Flood storage.* There shall be no net reduction in the flood storage capacity within a 100-year floodplain. All post developed floodplain storage shall be provided within the ponds and roadways.
4. *Water quality.* All stormwater management systems shall meet the water quality standards (including pollutant removal) of F.A.C. ch. 62-302.

(Code 1995, §§ 14-2-135, 14-2-136; Ord. No. 2038, 12-20-94; Ord. No. 2064, 5-9-1995; Ord. No. 2560, 7-20-2005; Ord. No. 2858, 5-21-2013; Ord. No. 3034, § 1(14-10-3), 8-4-2020)

14-10-4. Potable water facilities.

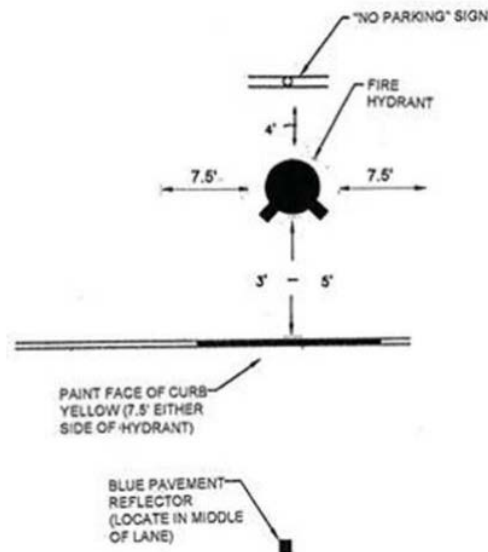
- A. *Public system.* All new development shall connect to the central water system in order to provide a water supply system capable of providing domestic water use and fire protection.
- B. *Standards.* The developer shall install adequate water appurtenances (including fire hydrants), subject to city, Toho Water Authority (TWA), National Fire Prevention Association (NFPA), and state specifications. All water facilities shall be located and designed in accordance with the TWA standards, specifications and details.
- C. *Plat requirements.* The location of all fire hydrants and all water supply improvements shall be shown on the preliminary plat, and the cost of installing such improvements shall be included in the guarantees to be furnished by the developer in accordance with section 14-3-43.

(Code 1995, § 14-2-137; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-10-4), 8-4-2020)

14-10-5. Fire protection.

- A. *Master mains.* No master fire (water) main shall be less than eight inches in diameter. The underground fire mains shall start from the point of service (back flow) to one foot above finish floor. (F.S. §§ 633.02(8) and 633.02.(18).) A Class V contractor's license is required to install an underground fire main. (F.S. § 633.02.4(e).) Underground fire mains shall be submitted for plan review and approval to the Kissimmee Fire Department. The underground fire main shall be inspected and approved by the fire department prior the [to] being put into service. (NFPA 24)
- B. *Single family and duplex subdivisions, and mobile home parks.* Fire hydrants in such developments (if all structures are two stories or less) shall be located at the development entrances and at appropriate street intersections determined by spacing criteria. Additional hydrants shall be spaced along roadways at distances no greater than 500 feet apart, measured within rights-of-way. No habitable structure shall be more than 400 feet from the nearest hydrant by lay of fire hose. Hydrant connections to the mains shall be no less than six inches.
- C. *All other subdivisions or projects.* [All other subdivisions or projects] shall comply with the requirements of the Florida Fire Prevention Code, NFPA 1 current edition and the following:
 - 1. Fire hydrants shall be spaced no greater than 500 feet apart measured within rights-of-way following fire lanes or fire access drives such as a fire department vehicle would follow and the entry door of a structure shall not be more than 400 feet from the nearest hydrant.
 - 2. Hydrants shall be placed at development entrances, other strategic locations and within 100 feet of fire department connections (FDC).
 - 3. Additional fire hydrants maybe required upon calculation of the fire flow. (FFPC NFPA 1 18.5.4.4)
 - 4. Water mains shall be no less than eight inches in diameter.
 - 5. Mains shall be looped except in small subdivisions.
- D. *Private mains.* Private mains shall be installed according to these standards and in addition, comply with the standards of NFPA 24, Standards for the Installation of Private Fire Service Mains and Their Appurtenances, as adopted in the current edition of the Florida Fire Prevention Code, NFPA 1 (as adopted by section 24-19 of the Code of Ordinances).
- E. *Fire hydrant access.*

1. *General.* All hydrants shall be installed in accordance with the requirements of the Florida Fire Prevention Code NFPA 1 current edition (as adopted by section 24-19 of the Code of Ordinances) and the following.
2. *Approval.* All locations are to be approved by the fire department.
3. *Placement.* Hydrants shall be placed a minimum of three feet but not greater than five feet from roadways and driveways and a minimum of 12 feet from the fire department access road (NFPA 1). They shall not be blocked by hedges, trees, parked vehicles, buildings, fences, utility poles, receptacles, signs, and the like. Hydrants shall be placed at least 40 feet from structures. Hydrants within developments shall be placed so that the use of a hydrant and connection to FDCs does not block or prevent the entrance or exit of other emergency vehicles responding to the scene.
4. *Nearby parking.* Parking shall not be allowed for seven feet, six inches to either side of a hydrant. "No Parking" areas associated with a hydrant shall be so marked. An alternate parking arrangement may be allowed if all the following criteria are met:
 - a. A hydrant is placed at the end of a parking island and is clear of the rear of the vehicles expected to be parked there;
 - b. A variance request in accordance with section 24-21 of the Code of Ordinances has been submitted to and approved by the fire department.



- F. *Hydrant specifications.* All fire hydrants shall have one 4½ inch steamer and two 2½ inch ports. Hydrant outlet threads shall have NH standard external threads for the size outlet supplied as specified in NFPA 1963 Standard for Fire Hose Connections (as adopted by section 24-19 of the Code of Ordinances). The center of the steamer shall be 18 inches minimum above grade. The 4½ inch steamer shall be turned to face the road or access drive. If the hydrant is on a corner, the steamer is to face the main road or accessway.
- G. *Hydrant maintenance.* Private hydrants shall be painted with the barrel red. Hydrants owned by the local water authority located within the city limits of Kissimmee shall be painted with the barrel silver. All caps and bonnets will be painted capacity color coded in accordance with the Florida Fire Prevention Code current edition NFPA 291 Recommended Practice for Fire Flow Testing and Marking of Hydrants (as adopted by section 24-19 of the Code of Ordinances). All hydrants are to be maintained in proper working order. All hydrants are to be inspected and have routine maintenance done on them a minimum of once annually in accordance with F.S. § 633.082, by a contractor licensed by the Florida State Fire Marshal. Immediate repair

shall be made on any hydrant that is found to be non-functional, difficult to operate, or have a reduced function or flow. Repair and maintenance shall be made by the entity legally responsible for the hydrant. All hydrants are to be marked with blue road reflectors per the following standards:

1. The marker shall be installed in the center of the driving lane in front of the fire hydrant on the same side of the street as the fire hydrant.
 2. The marker shall be Model 911A bidirectional.
 3. Marker size shall be four inches by four inches by three-fourths inch.
 4. Marker shall be bonded to roadways by using a two-part epoxy adhesive or other approved material.
- H. *Hydrant protection.* Fire hydrants in commercial and industrial areas or any other area where a hydrant may be endangered by vehicles shall have guard posts. The post shall not be placed in such a manner to be directly in front of a port or obstruct fire department use or be closer than three feet to the hydrant.
- I. *Fire department connections (FDC).* Fire department connections for fire sprinkler systems, standpipe systems, and combined systems shall meet the same standards as those for fire hydrants and undergrounds which are applicable to the FDCs. For NFPA 13 systems, a hydrant shall be placed within 100 feet of an FDC and the FDC shall be a minimum of 30 feet from the building. The FDC for 13R systems shall be located on an exterior wall of the building at the riser with no specific distance from a hydrant.
- J. *Design standards for FDS signs (wall and post).*
1. All FDCs are to be marked with a fire department approved sign. The sign shall be designed in accordance with Florida Department of Transportation standards for information signage.
 2. Signage background will be contrasting in color to lettering and shall be either: white with red lettering or red with white lettering. The letters "FDC" shall have a 1¼ inch minimum brush stroke.
- K. *Signage.* The Fire Department Connection (FDC) and the backflow preventer shall be marked with fire department approved signs designed in accordance with Florida Department of Transportation standards and the following:
1. The signage shall either have a white background and red lettering or red background with white lettering. Lettering shall have a minimum of 1¼ inch brush stroke.
 2. FDC signage shall have the letters "FDC" and the address of the building it serves.
 3. The backflow preventer shall have the address of the building it serves.

(Code 1995, § 14-2-138; Ord. No. 2038, 12-20-1994; Ord. No. 2749, 4-13-2010; Ord. No. 3034, § 1(14-10-5), 8-4-2020)

14-10-6. Sewage Facilities.

- A. *General requirements.* The applicant shall install sanitary sewer facilities in a manner prescribed by Toho Water Authority Standards, Specifications and Details. Plans shall be approved by TWA and, where appropriate, the county department of health and state agencies.
- B. *Subdivisions.* All new subdivisions as well as multiple family and non-residential development within the city which are served by existing or planned future expansions of the central wastewater collection and disposal system shall be required to connect to the central wastewater system pursuant to this chapter.
- C. *Other development permits.* Where public sanitary sewerage systems are not reasonably accessible, private wastewater disposal systems are acceptable as an interim measure for single family detached houses only, providing such facilities are approved by the director, and the department of health. However, all private

wastewater collection disposal systems shall be designed to facilitate mandatory hookups to the public wastewater system when the public system becomes available. See also chapter 10 of the Code.

D. *Design criteria for sanitary sewer.*

1. *Design factors.* Sanitary sewer systems should be designed for the anticipated population. Due consideration should be given to the future land use and public facilities elements of the comprehensive plan, and the latest TWA water and sewer system master plan.
2. *Sanitary sewer systems.* Sanitary sewer systems shall be designed in accordance with the standards and design criteria of TWA Standards, Specifications and Details.

(Code 1995, § 14-2-139; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-10-6), 8-4-2020)

14-10-7. Other utilities.

- A. *Location.* All utility lines, including, but not limited to, gas, electric, telephone and cable TV, shall be located underground. The underground installation of bulk electric power supply lines, including, but not limited to, transmission lines and primary distribution feeder lines, shall not be required. Wherever existing utility facilities are located aboveground, except where existing on public roads and rights-of-way, they should be removed and placed underground. Underground service connections to the street property line of each platted lot shall be installed at the developer's expense. Electric power utilities shall normally be in a ten-foot easement behind the sidewalk. Transformers shall normally be located within the easement on side lot lines. Final location of transformers shall be approved by the Kissimmee Utility Authority.
- B. *Easements.* When necessary to accommodate utilities, easements shall be centered on rear lot lines; such easements shall be at least 15 feet wide. Proper coordination shall be established between the subdivider and the applicable utility companies for the establishment of utility easements established in adjoining properties. Where necessary for access, similar easements shall be provided along the side lot line.
- C. *Construction of electric utilities.* The developer shall install underground conduits for electric power lines in accordance with the specifications of the Kissimmee Utility Authority (KUA). These underground conduits shall include provisions for street lighting as approved by the KUA.

(Code 1995, § 14-2-141; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-10-7), 8-4-2020)

14-10-8. Dumpsters.

- A. *Below ground/Nord easy containers.* City approved below ground dumpsters shall be required for multi-family and townhome subdivisions and projects located within the Downtown Kissimmee CRA area. The public works director may provide an exemption to this requirement if it is determined that below ground dumpster service cannot be provided.
- B. *Below ground installation.* For all below ground dumpsters, the city will provide the containers; however, the property owner is responsible for installing the dumpster according to city specifications.
- C. *Concrete pad.* Above ground dumpsters require a minimum four-inch-thick concrete pad to accommodate the dumpster. The property owner may opt for a concrete pad that can accommodate a waste and recycling dumpster or shall provide two pads, one accommodating waste and the other recycling.
- D. *Enclosure.* Dumpster enclosures shall be a minimum of six feet in height and shall be made of a finished, maintenance free material such as brick, split-faced masonry block, textured concrete or similar materials, which shall be consistent with the architectural style of the building(s) on site. Dumpsters and enclosures shall not be located between any building façade and adjacent street, except lots with three or more streets

frontages, the dumpster and enclosure shall be located in the rear of the lot behind the façade of the building. A solid gate, made from pressure treated wood or metal, shall be installed on the enclosure and shall remain closed at all times. Chain link is not permitted. Where provided, dumpsters shall remain within the enclosure at all times. Enclosures are not required around underground refuse collection systems.

- E. *Trash cans.* Trash cans utilized for curb side pick-up shall be stored out of public view. A fence, wall or shrubs may be used for screening.

(Code 1995, § 14-2-94; Ord. No. 3034, § 1(14-10-8), 8-4-2020)

14-10-9. Site lighting.

An application for outdoor lighting plan approval must be submitted to the city on a form provided for such purpose. The application form must include a description of all the information, documents, and other submissions that city officials will need in order to review the proposal for compliance with this Code. At a minimum, the outdoor lighting plan must include or conform to the following:

- A. A photometric plan covering the entire site, including any new street right-of-way. The photometric plan must provide enough information to determine the potential for direct illumination of the site's outdoor areas, spill illumination, and compliance with this part [section]. The photometric plan must show the illumination levels (in footcandles) for all exterior fixtures.
- B. The plan must be prepared by a licensed design professional, who shall sign and seal the plans and certify that the plan complies with this part [section].
- C. The plan must be prepared in a scale that is easily legible.
- D. The plan must show all proposed and existing buildings on the site, pedestrian and vehicular areas, other above-ground improvements, the horizontal location of all proposed and existing outdoor lighting fixtures including pole and wall-mounted fixtures, mounting heights of each fixture, overall height of each pole above grade, location of externally illuminated signs and associated fixtures, and the location of all architectural and landscape lighting fixtures.
- E. The plan must show initial horizontal illuminance values in footcandles for the area to be illuminated. These values must be calculated at grade and include contributions from all onsite fixtures. The light loss factor may not be less than 0.8.
- F. The manufacturer's cut sheets (specifications) for each proposed fixture must be submitted. Each cut sheet must be legible and must identify the manufacturer's catalog number. A fixture schedule must be provided with this information and the plan cross-reference identification. Drawings of all typical fixtures must show the directional controls such as shields, reflectors, refractors, and lenses that will aim and limit the angle of illumination. Details must show the vertical angle of illumination that will determine shielding angle.
- G. A lighting fixture schedule that presents the following information:
 - 1. Lighting fixture plan identification symbol or abbreviation.
 - 2. Fixture type, including the manufacturer's product identification catalog number.
 - 3. Lamp type and wattage or LED luminaire wattage.
 - 4. Fixture mounting height.
 - 5. Light loss factors used in the plans.

-
- H. The plan must plot footcandles of illumination at ground level to the nearest tenth of a footcandle, and at horizontal grid intervals of no more than ten feet. Light intensity values must be maintained values calculated using a maintenance factor of less than 0.8.
 - I. Illumination levels. Illumination levels may not exceed 0.5 footcandles at the property line where the neighboring property is a residential use or is zoned for a residential use. For all other uses, illumination levels may not exceed 1.0 footcandles at the property line. To avoid glare and light spilling onto neighboring properties, fixtures must be installed with shields and reflectors.
 - J. Light fixtures shall conform to the Joint International Dark-Sky Association and Illuminating Engineering Society Model Lighting Ordinance, as amended.
 - K. Except within the public rights-of-way, light fixtures may not exceed 30 feet in height when located within a parking lot and may not otherwise exceed 15 feet in height adjacent to pedestrian facilities.

(Ord. No. 3034, § 1(14-10-9), 8-4-2020)

14-10-10. Open space.

All residential developments are subject to the following open space provisions unless otherwise required by this Code:

- A. ~~A.~~ Amount of open space. A total of 25 percent of the buildable acreage (excluding wetlands) of residential development shall be devoted to open space, as defined in chapter 14-2. Said open space shall be under the jurisdiction of the property owners/condominium association or the city. Public and private street rights-of-way and private street tracts or easements are not considered open space and receive no credit toward the open space requirement. Sidewalks within public or private street tracts, and any sidewalk meant to connect to buildings, parking and streets shall not be counted towards the open space requirements.

 - a. Residential development shall provide active recreation areas within the required open space. These active recreation areas shall be at least equal to 3% of the buildable land on the project site, or 15-square feet per dwelling unit, whichever is greater.
 - b. Residential development shall provide passive recreation areas within the required open space. These passive recreation areas shall be at least equal to 15% of the buildable land on the project site. A portion of the passive recreation requirement may be located on unbuildable acreage if the city determines that it is appropriate.
- B. A minimum of 51 percent of the required open space acreage shall be centrally located to provide a focal point of social and recreational activity for the development, or portion thereof, and shall have frontage on, and direct access to, a public or private street. Location of all open space acreage amenities shall comply with the following standards:
 - 1. Open space dedicated to the city shall be located in areas accessible to all residents of the development and the general public.
 - 2. All amenities and open space acreage shall not be located within any fee simple lot, nor within the required perimeter setbacks.
 - 3. All active and passive recreational open space acreage and amenities shall be at least 25 feet from any lot and/or building.
- C. *Design and amenities.* No area may be accepted as required open space unless it meets the following requirements:

-
1. Lakes or other waterways, including retention and detention ponds, may account for up to one quarter of the open space requirement, provided they are designed as amenities (e.g., with meandering banks, decreased slopes, docks, gazebos, park benches, pathways and similar features).
 2. All open space, including active and passive recreational open space acreage and amenities, shall be at least 50 feet in width.
 3. The required open space amenities shall not be located within the required buffers.
 4. Amenities shall not be located within any dry retention pond or swale.
 5. All amenities and uses shall be connected by a continuous network of sidewalks, a minimum of six feet in width, to form links on-site and off-site.
 6. Indoor, covered and impervious recreational spaces (e.g., swimming pools, sports courts, weight rooms, clubhouse, spas, and the like) shall not exceed 30 percent of the required open space acreage.
 7. If bike paths, pedestrian trails, nature trails or similar pathways are provided, such paths shall be a minimum of 12 feet in width and form a continuous loop. The path/trail must be paved.
 8. Each open space tract provided to satisfy open space requirements within the development shall contain an average of at least 15 trees per acre, each with a minimum caliper of 2½ inches at the time of planting.
 9. The shape, size, and character of the open space shall be suitable for the size, density, topography, and character of the development and must be large enough for its intended use.
 10. The open space shall be for recreational purposes or shall provide a suitable amenity for the residents of the development.
 11. The open space will be suitably improved for its intended use, except that open space containing natural features worthy of preservation should be left unimproved. The buildings, structures, and improvements to be permitted in the open space are appropriate to the uses which are authorized for the open space.
 12. No parking facilities shall be located in areas designated as open space unless the parking facilities are intended to provide access to the open space area and are not intended to meet the requirements of this chapter for other uses.
- D. *Phasing.* Required open space shall be calculated for each phase of a multiphase project. Open space areas shall be located contiguous to each other and in a manner that provides for a harmonious flow from one phase to the next where feasible. Open space must be developed according to a schedule tied to a percentage of building permits to assure completion prior to final build-out, said schedule to be approved at time of rezoning. Open space for each phase shall be provided at the same time as or in advance of the phase for which it is required.

(Code 1995, §§ 14-2-50, 14-2-52; Ord. No. 3034, § 1(14-10-10), 8-4-2020)

14-10-11. Parks and recreation facilities.

All residential developments, including PUDs, are required to provide park and recreation facilities as follows:

- A. In residential subdivisions of greater than 20 lots, active recreation for use of the subdivision's residents shall be provided on clearly designated tracts. The tract(s) shall be a minimum of one-half acre in size and shall be maintained by a homeowners' association or other entity acceptable to the

city. For subdivisions of 50 lots or greater, a tract of at least one acre shall be provided. Developments with more than 100 units shall provide a neighborhood park, 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, unless a natural feature to accommodate the use exists. The specific number of tracts which comprise the required acreage and the location of the tracts shall be dictated by the design of the subdivision and the need to maximize recreational value and accessibility for the residents of the subdivision. Uses may include, but not be limited to, tot lots, tennis courts, playgrounds, basketball courts and swimming pools.

- B. The recreational sites shall be developed in conjunction with the construction of the homes in the subdivision. The proposed recreational facilities shall be indicated on the preliminary plat or a subsequent site plan submitted for approval to the city prior to the granting of any certificates of occupancy for any non-sales model homes in the development. The site plan shall illustrate the type and location of all facilities. The park site(s) may be phased consistent with the phasing of the subdivision, but recreation for each phase must be developed prior to occupancy of homes in the subsequent phases. If a subdivision has only a single phase, the recreational site must be constructed before 50 percent of the homes in the subdivision have received their certificates of occupancy.
- C. Retention ponds may be integrated into the recreational system to provide a greater diversity in the type of recreational activities for the residents of the subdivision. If the developer can demonstrate creativity in the design (e.g., meandering bank and decreased slope) and usage (e.g., docks, gazebos, park benches, and pathways) of the ponds for legitimate recreational uses, a credit of 25 percent may be given towards the required active recreational acreage.

(Code 1995, § 14-2-143; Ord. No. 2038, 12-20-1994; Ord. No. 2400, 12-11-2001; Ord. No. 3034, § 1(14-10-11), 8-4-2020)

14-10-12. Performance guarantees.

Performance guarantees in the form of a surety bond shall be required to include an amount to guarantee completion of all requirements contained in this chapter, including, but not limited to, final grading, lot drainage, removal of debris and waste, streets, water, sewer, and all other required lot improvements. See section 14-3-43 for requirements and other details on this subject.

(Code 1995, § 14-2-146; Ord. No. 2038, 12-20-1994; Ord. No. 3034, § 1(14-10-12), 8-4-2020)

14-10-13. Traditional neighborhood design standards.

- A. *Intent.* The purpose of these standards is to allow the development of land consistent with the residential design principles of "traditional" neighborhoods. These principles provide an opportunity for diversification and integration of various land uses, including residential, retail, personal services and recreation, within close proximity to one another thereby providing for many of the daily needs of the residents of the neighborhood. These standards are intended to encourage development which is self-contained, highly inter-connective, and pedestrian-oriented to encourage socializing, walking and other aspects of a vibrant outdoor urban experience. These standards are supplemental to all other applicable standards within this chapter, but shall prevail when in conflict with other requirements.
- B. *Land use.*
 - 1. Similar land uses (uses within the same land use category) shall generally face across streets. Dissimilar uses, when adjacent, shall abut at rear lot lines. Parks, squares and civic uses are exempt from this standard.

-
2. The development shall contain a 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.
 3. Neighborhoods shall be limited in size or shape to allow residents to walk to the neighborhood square in five to ten minutes (generally 1,320 feet or less). Each neighborhood shall be small enough so that at least 95 percent of the housing units are within 1,320 feet of the neighborhood square.
 4. When authorized by the land use classification, each neighborhood may provide areas of mixed-use (residential and commercial) buildings, with residential uses generally located on the second floor and above, and shall encourage the clustering of living, working, recreation, shopping and civic uses by design.

C. *Streets and alleys.*

1. Streets shall provide access to all lots, including townhouse lots. It is strongly encouraged that all residential lots abut an alley, unless good cause exists to omit alleys. Where alleys are provided, a continuous network of alleys to the rear of lots within the development shall be provided.
2. All streets and alleys shall connect to other streets within the development. All streets shall connect to existing and projected streets outside of the development when physically possible. Cul-de-sacs or dead-end streets are not permitted within the development unless necessary due to physical or geographic constraints such as a wetland, body of water, limited access highway or railroad. Gated streets are not permitted unless approved by the city commission as part of a short-term rental or time-share development. The commission's decision to allow gated streets in such cases shall be based on the determination that restricted access for the development would be consistent with the character of surrounding development and would not impede the interconnectivity of the surrounding street network. The commission's approval of gated streets in such instances shall control over the requirements of sections 14-4-8.C, [and] 14-6-44.
3. Rights-of-way for bi-directional alleys shall be a minimum of 24 feet in width with a minimum of 20 feet of pavement for bi-directional travel lanes, while rights-of-way for one-way alleys shall be a minimum of 16 feet in width with a minimum pavement width of 12 feet.
4. A system of sidewalks, bicycles and pedestrian paths shall provide connections between all residences, shopping, employment and recreation within and, where possible, adjacent to the neighborhood.
5. Sidewalks abutting all residential lots shall be separated from the edge of the street by a planting strip. This planting strip shall have a minimum width of six feet and be sufficiently designed to accommodate street trees, street lighting, fire hydrants and other required infrastructure.
6. No block shall be more than 480 feet in length without a dedicated alley or pedestrian pathway providing through access.
7. Street lighting shall be provided along all streets within the area between sidewalks and curbs, at intervals no less than 75 feet in length, and shall comply 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.
8. Traffic calming measures, such as traffic circles or streets paved with bricks or pavers, are encouraged.
9. Street trees shall be planted in all rights-of-way in accordance with the city's street tree requirements contained section 14-8-22. Street trees shall be used as a design element to provide visual identity to the development and shade for the pedestrian. All street trees planted in accordance with this section shall be maintained by the home or property owners' association of the development.

-
10. No above-grade mechanical equipment, including utility cabinets, transformers and the like, shall be permitted along any street right-of-way unless suitably screened from public view through landscaping or alternative visual screening. Such equipment may be permitted along alley rights-of-way or within easements that are not visible from the street right-of-way. Use of underground vaults for mechanical equipment and utilities on street rights-of-way is permitted.
 11. All streets and alleys within the development shall be curbed. Curbs for streets shall be raised Type F style curbs, however curbs for alleys may be drop curb or shoulder gutter style (i.e., Miami curbs).

D. *Lots and buildings.*

1. Residential dwellings shall be set back a minimum of five feet and a maximum of 20 feet from the front lot line. Variation in building setbacks along each block is encouraged.
2. Consistent build-to lines shall be established for non-residential, multiple 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.
3. All buildings shall have their main entrance opening to a street.
4. Stoops, colonnades, awnings, projecting signs and open-sided porches may encroach up to ten feet into the front setback, but in no case shall such elements be set back less than five feet from the front property line.
5. A minimum of 50 percent of all residential dwellings shall have a front porch or patio suitable in size to accommodate seating for the dwelling's occupants.
6. In order to make the living area of a dwelling visually more dominant than its parking facilities, all garages shall be subject to the following:
 - a. Attached garages with openings for vehicles facing the front lot line shall be set back at least ten feet behind the front façade of the principal structure or any porch attached to the principal structure in accordance with the provisions of paragraph D.5 above. An additional setback for the garage may be required in order to accommodate the off-street parking requirements of subsection E.1, below.
 - b. No more than 40 percent of the total linear frontage of the front façade of the principal structure shall be comprised of garage door openings. Garage doors facing the front lot line shall be complementary in design to the architectural style of the principal structure and shall be designed with window panels or other decorative features to minimize the visual impact of the garage door's scale when viewed from the street.
 - c. Attached garages with openings facing the side, street side or rear lot line shall be subject to the setbacks established for principal structures.
 - d. Detached garages shall be set back at least ten feet behind the principal structure.
7. All residential dwellings shall be raised a minimum of 18 inches from finished exterior finished grade. Waivers from this requirement may be approved during site plan review by DRC for alternative design proposals that are consistent with this provision's intent of requiring traditional architectural design themes.
8. To avoid repetition of architectural styles, a method to ensure variation of building designs and architectural styles within the project shall be required.
9. All outdoor mechanical equipment, such as heating, air conditioning and ventilation systems, shall be visually screened from the street.

-
10. All solid waste, recycling and yard trash containers on lots containing non-residential, multiple family and mixed-use structures shall be located in parking areas or in a location remote from the street. Such containers shall be screened to minimize sound and visibility from adjacent residences and streets and said screening shall be constructed in materials which are consistent with the adopted architectural style of the development.
 11. Since street trees are required along all streets within the proposed development, one of the two trees required on each lot per section 14-8-20 shall be planted in the required rear yard. No existing tree or trees planted within any project developed in accordance with this section shall be removed without first obtaining a permit for removal in accordance with the permitting requirements of section 14-8-5.

E. *Parking.*

1. Driveways for single family, duplex, triplex and townhouse residential structures shall be of sufficient width and length to accommodate two exterior off-street parking spaces of at least eight feet by 18 feet in size. Such spaces may be located either side by side or front-to-back and shall be located to the side or rear of the principal structure.
2. Parking lots for non-residential and multiple family structures shall be located behind or to the side of the principal structures which front on a street.
3. Parking serving duplex, triplex and townhouse structures shall be accommodated through individual driveways for each lot similar to the parking method used for single family dwellings. Accordingly, parking lots for such unit types are prohibited to ensure the residential character of the development, unless designed as common parking areas for multiple dwellings located to the rear of the buildings and accessible only from an alley.
4. The parking requirements outlined in section 14-7-22 for nonresidential uses within traditional neighborhood developments may be waived by up to 50 percent by the city commission, after review by the PAB, provided the commission determines that said non-residential uses are primarily oriented to serve residents and businesses within the neighborhood.

(Code 1995, § 14-2-53; Ord. No. 3034, § 1(14-10-13), 8-4-2020)

Published Daily
ORANGE County, Florida

Sold To:

City of Kissimmee - CU00125223
101 Church St Fl 4
Kissimmee, FL 34741-5054

Bill To:

City of Kissimmee - CU00125223
101 Church St Fl 4
Kissimmee, FL 34741-5054

State Of Florida
County Of Orange

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

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Oct 22, 2022.

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



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 24 day of October, 2022,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7313466

**NOTICE OF PUBLIC HEARINGS CITY
COMMISSION**

This is to inform you that the City Commission will hold a Public Hearing concerning this amendment on Tuesday, November 1, 2022 and on Tuesday November 15, 2022 at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida 34741.

All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30p.m., Tuesday, November 1, 2022 and on Tuesday November 15, 2022.

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

Proposed Ordinance# 22-017: AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING LANGUAGE THROUGHOUT THE LAND DEVELOPMENT CODE, CHAPTER 14; MOVING A STATEMENT IN CODE OF ORDINANCES SECTION 42-48 TO SECTION 14-4-6.A.9 IN THE LAND DEVELOPMENT CODE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

The proposed amendment and the supporting documents may be inspected in the Development Services Department, City Hall between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov

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.

Reference # LUPA-22-0005
CITY COMMISSION

LDC Glitch Ordinance
KISSIMMEE, FLORIDA

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.
10/22/2022 7313466

7313466

ITEM 4.B

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

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

Request

Requesting approval of standards for car washes in the Form-Based Code area.

Explanation

This is a request to amend the T5-U transect zone to add car washes as a permitted use and establish development standards for them. While car washes are auto-centric, a use typically discouraged in the Form-Based Code, the proposed standards include requirements for active uses on frontage streets, locations of bay doors, and screening requirements that meet the intent of that chapter. The proposed standards also include location and noise measurement criteria to protect other uses, particularly residential, from vacuum stations and similar ancillary activities.

Recommendation

The Development Review Committee (DRC) recommended approval on September 6, 2022.

The Planning Advisory Board (PAB) recommended approval on October 5, 2022.

The City Commission approved the first reading on November 1, 2022.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

1. (S) - Proposed Ordinance 22-018
2. Advertisement

PROPOSED ORDINANCE #22-018

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA THAT PART III, CHAPTER 14-5-8 AND 14-5-6 OF THE CODE OF ORDINANCES IS AMENDED TO READ AS FOLLOWS:

SECTION 1.

14-5-8. - Supplemental site and building standards.

G. Car Wash Establishment (Primary Use).

1. Drive-through, mechanical, or automatic car washes are only permitted on properties with frontage along John Young Parkway, a minimum lot width of 200 feet and a minimum lot depth of 250 feet.
2. An active office/retail use must cover the entire width of the car wash building facing the frontage street. A customer waiting area/lounge may also be in this space. This can be in the form of a liner building or separate building. Faux frontages are not permissible. The façade of the office/retail must meet the site and building standards of Chapter 14-5. If located on a double frontage lot, both facades facing streets must be designed as building fronts.
3. The orientation and design of the car wash building must be such that the car wash tunnel openings, service and storage, and refuse enclosures are not visible from any street.
4. No drive aisles, parking, or other business activity can be located between a building and the primary frontage street.
5. A street wall meeting the standards of section 14-5-11.F shall be provided to screen vehicular use areas. Landscaping (up to three feet in height) shall be provided in front of the wall to soften the treatment.
6. Ancillary uses such as vacuum stations and vehicle detailing stations must be located adjacent to the rear of the car wash building and are not permitted along the periphery of the property.

7. All standards of Chapter 14-5 must be met.
8. A report showing the noise levels at all property lines must be provided with the site plan application. The report must include the noise generated by the car wash at full operating capacity as well as any other accessory services such as vacuums. Noise levels at all property lines must comply with the Code of Ordinances City of Kissimmee, Florida, Part II – Code of General Ordinances, Chapter 22 – Environment, Article II – Noise in order for the use to be approved.
9. As a traditional car wash does not meet the intent of the Form-Based Code (FBC), the standards above were created to allow car washes without compromising the intent of the FBC. The above standards shall not qualify for sections 14-3-50 Modification of standards and lot size waivers.

14-5-6. Site Standards.

A. *Permitted uses.*

Table 5-1 lists the various types of uses allowed in the form-based code area and identifies whether a use is permitted (P), conditional (C), or not permitted (N) within the noted transect zone. uses not listed in Table 5-1 are prohibited. Refer to section 14-5-3, Special Requirements Plan, for use restrictions in certain areas.

Mixed-use developments are allowed in all zones, provided that the individual uses are all allowed in the zone. If one of the uses requires conditional use, the entire development shall undergo conditional use review.

All developments, regardless of the use classification, shall comply with the standards of this chapter and all other applicable chapters of the Land Development Code.

Table 5-1: Permitted Uses

	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
COMMERCIAL/RETAIL USES									
Drive through facilities with an allowed use	14-6-40 14-5-8.B	N	N	N	N	N	C	C	N
Micro-brewery	Ch. 5-3	N	N	N	N	P	P	P	N
Pawn shop	5-7	N	N	N	N	N	C	N	N
Restaurants	14-6-9	N	N	N	C	P	P	P	C
Retail sales establishments		N	N	N	C	P	P	P	C
CIVIC/INSTITUTIONAL USES									
Churches		N	N	N	N	N	P	N	N
Civic, social clubs		N	N	N	N	N	C	N	N
Colleges and universities		N	N	N	N	C	C	C	P
Community centers		N	N	N	N	C	C	C	N

Educational service establishments		N	N	N	N	C	C	C	C
Hospitals		N	N	N	N	N	N	N	P
Institutional care facilities		N	N	N	N	C	C	C	C
Libraries and museums		N	N	N	N	P	P	P	P
Public uses		N	N	N	N	P	P	P	P
Schools, elementary and middle*		N	N	N	N	C	C	C	P
Schools, high*		N	N	N	N	N	N	N	P
LODGING									
Bed and breakfast establishments	14-6-36	N	N	N	C	C	N	N	N
Hotels and motels		N	N	N	N	C	P	P	N
MISCELLANEOUS USES									
Heliports, medical and law enforcement	14-6-6	N	N	N	N	N	N	N	C
RECREATION USES									
Recreation areas, passive		P	P	P	P	P	P	P	P
Recreation, indoor (private)		N	N	N	C	P	P	P	P
Recreation, active/outdoor (private)		N	N	N	N	N	C	N	N
RESIDENTIAL USES									
Accessory dwelling units	14-6-2	N	P	P	P	N	N	N	N
Community residential homes	14-6-39	N	N	P	P	N	N	N	N
Duplex dwellings	14-6-43	N	P	P	P	N	N	N	N
Multiple family residential	14-6-43	N	N	C	C	P	P	P	P
Single family dwellings (detached)	14-6-43	N	P	P	P	N	N	N	N
Townhome	14-6-43	N	N	C	C	P	P	P	P
Triplex	14-6-43	N	N	C	C	P	P	P	N
SERVICE USES									
Child care facilities	14-6-37	N	N	N	C	C	C	N	N
Equipment sales and leasing, light		N	N	N	N	N	P	N	N
Financial institutions		N	N	N	N	P	P	P	N
<u>Car Wash</u>	<u>14-5-8.G</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>
Gasoline service stations	14-5-	N	N	N	N	N	C	N	N

	8.A								
Motor vehicle repair, light	14-5-8.C	N	N	N	N	N	C	N	N
Occult science establishment	Ch. 5-6	N	N	N	N	N	C	N	N
Office establishments		N	N	N	C	P	P	P	N
Parking garages, principal use		N	N	N	N	C	C	C	N
Rental, sale and leasing of mopeds, scooters, and/or neighborhood electric vehicles	14-5-8.C	N	N	N	N	N	C	N	N
Repair service establishments, light		N	N	N	N	C	P	C	N
Research & development establishments		N	N	N	N	P	P	P	C
Sales, rental and leasing (vehicles other than heavy commercial vehicles)	14-6-10 14-5-8.C	N	N	N	N	N	C	N	N
Service establishment, business		N	N	N	C	P	P	P	N
Service establishment, personal		N	N	N	C	P	P	P	N
Storage facilities, self-service	14-5-8.G	N	N	N	N	N	C	N	N
Veterinary clinics		N	N	N	N	P	P	N	N
UTILITY USES									
Communication towers and facilities	14-6-38	N	N	N	N	N	C	N	N
Utility Facilities, Minor	14-6-46	N	N	N	C	C	C	C	C
TRANSPORTATION USES									
Bus depots		N	N	N	N	N	C	N	N
Rail, bus and taxi stations with no onsite vehicle storage and/or repair		N	N	N	N	C	C	C	N
Rail stations		N	N	N	N	N	N	P	N

**Public and private schools shall not be permitted within the Vine Street CRA unless there are 2,000 residential dwelling units that have received a certificate of occupancy to support a student population creating the demand for new facilities. This provision shall be evaluated with each review of the CRA districts as required by the comprehensive plan.*

SECTION 2. All ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect immediately upon its passage

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this _____ day of _____, 20____.

Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

Published Daily
ORANGE County, Florida

Sold To:

City of Kissimmee - CU00125223
101 Church St Fl 4
Kissimmee, FL 34741-5054

Bill To:

City of Kissimmee - CU00125223
101 Church St Fl 4
Kissimmee, FL 34741-5054

State Of Florida
County Of Orange

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

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Oct 22, 2022.

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



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 24 day of October, 2022,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7313439

NOTICE OF PUBLIC HEARINGS CITY COMMISSION

This is to inform you that the City Commission will hold a Public Hearing concerning this amendment on Tuesday, November 1, 2022 and on Tuesday November 15, 2022 at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida 34741.

All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30p.m., Tuesday, November 1, 2022 and on Tuesday November 15, 2022.

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

Proposed Ordinance# 22-018: AN ORDINANCE AMENDING THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES PART III, CHAPTER 14-5-8; ADDING SECTION 14-5-8.G. TO ESTABLISH DEVELOPMENT STANDARDS FOR CAR WASHES WITHIN THE FORM-BASED CODE AREA; AMENDING 14-5-6 SITE STANDARDS, TABLE 5-1 PERMITTED USES TO ADD CAR WASH AS A PERMITTED USE IN THE T5-U TRANSECT ZONE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

The proposed amendment and the supporting documents may be inspected in the Development Services Department, City Hall between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov

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.

Reference # ZMA-22-0003
CITY COMMISSION

Car Washes in FBC
KISSIMMEE, FLORIDA

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.

10/22/2022 7313439

7313439

ITEM 5.A

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

Request

This request is for Commission approval to adopt a resolution amending the City's operating budget for 2021-2022.

Explanation

As detailed in the attached spreadsheet, the City received additional revenues from grants, donations, bond issuances, lease treatment, etc. that resulted in an overall increase of \$35,611,695 in the City's operating budget for FY 2021-2022. According to Florida Statute Section 166.214(4)(c), all budget adjustments that result in a change in total budget appropriations must be approved in the same manner as the original, adopted budget. Therefore, staff has compiled a schedule of all adjustments that have resulted in a change in the overall total budget.

Public notice of this hearing was given via an advertisement placed in the newspaper on November 13, 2022. Once approved, staff will adjust the final budget for FY 2021-2022 to reflect the changes included in Exhibit 1.

Recommendation

Staff recommends the Public Hearing be held and that the Commission adopt the Resolution to amend the City's overall budget.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance

Presenter: Tavia Ritchie

Attachment(s):

1. (S) - Resolution for Final Budget Amendment FY 2022
2. Budget Adjustment Recap Year End FY22

**CITY OF KISSIMMEE, FLORIDA
RESOLUTION NO. -2022**

**A RESOLUTION AMENDING THE FINAL
BUDGET FOR FISCAL YEAR 2021-2022
INCREASING THE TOTAL APPROPRIATIONS
FROM SOURCES OTHER THAN AD VALOREM
TAXES.**

WHEREAS, Pursuant to Florida Statute Section 200.065, the City Commission of the City of Kissimmee, Florida adopted a final budget for fiscal year 2021-2022 on September 28, 2021, and

WHEREAS, Florida Statute Section 166.241(4)(c) requires that any amendments to the final budget that changes total appropriations must be adopted in the same manner as the original budget throughout the year but, no later than 60 days following the end of the fiscal year to be amended, and

WHEREAS, the City Commission duly noticed and held a public hearing on the budget amendment, and

WHEREAS, throughout fiscal year 2021-2022, the City received additional appropriations from sources other than ad valorem taxes, outlined in Exhibit 1 attached hereto, such as grants, donations, gifts, etc., and

WHEREAS, the City Commission wishes to accept these appropriations from other sources and amend its 2021-2022 budget to reflect the same,

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

SECTION 1. The City Commission of the City of Kissimmee, Florida hereby accepts the additional appropriations listed in Exhibit 1 attached and incorporated herein, offered from other sources; and declares that these additional appropriations be added to the final budget for fiscal year 2021-2022 and the budget instrument be amended to reflect the same.

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

Dated this 15th day of November 2022.

ATTEST:

Olga Gonzalez
Mayor-Commissioner

Linda S. Hansell
City Clerk

EXHIBIT 1

NOTICE OF BUDGET HEARING

The City of Kissimmee is adopting budget adjustments for FY 2021-2022. A public hearing to approve all adjustments will be held on

Tuesday, November 15, 2022 at 6:00 P.M.

City Hall, Commission Chambers

101 Church Street, Kissimmee, FL 34741

Budget Adjustments - All Funds

Fiscal Year Ending September 30, 2022

<u>Fund/Description</u>	<u>Amount</u>	<u>Funding Source</u>	<u>Fund/Description</u>	<u>Amount</u>	<u>Funding Source</u>
Police Appreciation Special Events	\$ 3,762	Law Enforcement Partners Donation	Additional SHIP Disbursements	\$ 15,969	State Grant
Emergency Medical Services Equipment	\$ 9,019	County Grant	Total 2021 State Housing Initiative Partnership Grant Fund (112)	\$ 15,969	
Bulletproof Vest	\$ 12,390	Federal Grant			
Various Events	\$ 25,000	Kissimmee Utility Authority			
Lease Equipment	\$ 900,600	Other funding Sources	Coronavirus Local Fiscal Recovery	\$ 9,034,921	Federal Grant (ARPA Funds)
Infrastructure Project	\$ 42,000	Transfer from Stormwater Utility Fund	Total ARPA Fund (032)	\$ 9,034,921	
Total General Fund (001)	\$ 992,771				
Shop with a Cop	\$ 8,000	Walmart	Infrastructure Project	\$ 6,200,000	Bond Proceeds
Donation	\$ 5,925	Kissimmee Police Explorers	Total 2022 Line of Credit Fund (359)	\$ 6,200,000	
Total Other Police Revenues (015)	\$ 13,925				
Infrastructure Project	\$ 69,092	Transfer from Sales Tax Fund	Infrastructure Project	\$ 3,800,000	Bond Proceeds
Infrastructure Project	\$ 50,097	Transfer from Stormwater Utility Fund	Total Sanitation Fund (411)	\$ 3,800,000	
Total Local Option Gas Tax Fund (103)	\$ 119,189				
Purchase Equipment	\$ 3,800	Transfer from General Fund Fund	Design of Infrastructure	\$ 448,000	State Grant
C	\$ 15,000	Transfer from General Fund Fund	Design of Infrastructure	\$ 112,000	Transfer from Airport Reserves
Total Local Option Sales Tax Fund (104)	\$ 18,800		Airport Improvement Program Plan	\$ 5,280,032	Federal Grant
			Airport Security Improvements	\$ 27,167	State Grant
Victims of Crime Advocate Salary and Benefits	\$ 85,253	State Grant	Airfield Electrical Vault	\$ 123,952	Federal Grant
Total Victims of Crime Act Grant Fund (114)	\$ 85,253		Airport Security Improvements	\$ 6,975	Transfer from Airport Operations
			Total Airport Agreements (470)	\$ 5,998,126	
Equipment	\$ 18,000	Federal Grant	Add new position	\$ 73,131	Transfer from Reserves
Total Justice Assistance Grant Fund (115)	\$ 18,000		Sale of Aircraft Hangar	\$ 730,422	Transfer from General Fund
			Coronavirus Response Grant	\$ 148,000	Federal Grant
Sale of Voluntary Cleanup Tax Credits	\$ 190,348	Florida Department of Environmental Protection	Advertising	\$ 20,000	Experience Kissimmee
Total Community Redevelopment Agency Fund (106)	\$ 190,348		Total Airport Operations Fund (461)	\$ 971,553	
Infrastructure Projects	\$ 50,000	State Grant			
FL High Visibility Enforcement Safety Program	\$ 16,161	State Grant	Total City Budget Adjustment	\$ 35,611,695	
Toho Valencia Trail II	\$ 38,098	Transfer from Recreation Impact Fee Fund			
Infrastructure Projects	\$ 1,391,184	State Grants			
Infrastructure Projects	\$ 1,391,185	State Grants			
Infrastructure Projects	\$ 6,001	Transfer from General Fund			
Downtown Kissimmee Infrastructure Projects	\$ 1,860,211	State Grant			
CDBG Mitigation- Infrastructure Project	\$ 3,400,000	State Grant			
Total State Grants Fund (151)	\$ 8,152,840				

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

Request Commission approval of the October 18, 2022 and November 1, 2022 Commission Minutes.

Explanation

Minutes of the Commission meeting held on October 18, 2022 and November 1, 2022 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter: Mike Steigerwald

Attachment(s):

1. (S) Commission Minutes - October 18, 2022
2. (S) Commission Minutes - November 1, 2022



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

1. MEETING CALLED TO ORDER

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

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

Members Absent: None

Mayor Gonzalez called the meeting to order at 06:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation- Domestic Violence Awareness Month

The request is for the Commission to present a Proclamation to Tammy Douglass, Executive Director of Help Now of Osceola, in honor of "Domestic Violence Awareness Month".

City Manager Steigerwald read a proclamation in honor of "Domestic Violence Awareness Month" as the Mayor and Commissioners presented the proclamation to Tammy Douglass and members of the community representing Help Now of Osceola.

Ms. Douglass thanked the City Commission and all members of the community who support the survivors of domestic violence, including Police Chief Jeffrey O'Dell and Carmen Vargas. Help Now is hosting an event at the Osceola Courthouse on October 26, 2022, with a march ending at the Kissimmee Police Department.

3.B Proclamation in recognition of World Polio Day

The request is for the Commission to present a Proclamation to representatives of the Rotary Clubs of Osceola County.

City Manager Steigerwald read a proclamation in honor of "World Polio Day" as the Mayor and Commissioners presented the proclamation to Mary Cox and members of the Rotary Club of Kissimmee.

Ms. Cox stated she is the current President of the Kissimmee Bay Rotary and she thanked the members of the Commission and those present that are in support of a Polio free future. There is an event being held on October 24, 2022 at 5:30 p.m. in Lakefront Park in recognition of World Polio Day. Wear the color red and join them after the walk at Big John's for a continuation of their fundraising efforts.

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

Request to thank the Commission for granting CDBG (Community Development Block Grant) funds to make building improvements to the Opportunity Center, Inc.

Scott Pool, Board Member representing the Osceola Opportunity Center, thanked the Commission for their support in approving funds through the Community Development Block Grant (CDBG) funding program; these funds were used for much needed improvements and repairs to the Center.

Kristen Lafferty, Executive Director, provided a PowerPoint Presentation (Exhibit "A") and thanked the City Commission and Frances DeJesus and her staff for all the work and support on the grant process.

3.D Service Awards for July, August and September

Request that the City Commission join the City Manager in recognizing employees who have reached milestones in years of service.

City Manager Steigerwald introduced the employees who were present to accept their service awards.

5 years: Melissa Zayas Moreno, Frances DeJesus

10 years: Ramon Senorans, Pam Lynch,

15 years: Jose Flores

25 years: Glenn Ford, Scott Pool

Individuals who were not able to attend (Kevin Campbell, Carmen Cantres, Edwin Garcia, Spencer Goodwin, Victor Daboin, Joe Spady, Chris Breuer, Amy Meers, Charles Willdigg) will receive their gifts at a later date.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

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

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

Approval to approve a Land Use Plan Amendment to change the Future Land Use Map designation from Multi Family Medium Density Residential (MF-MDR), Multi-Family High Density Residential (MF-HDR), Conservation (CONS), and Commercial General (CG) to Conservation (CONS) and Industrial Business (IB) on 114.25 acres of land west of Florida's Turnpike, east of Bill Beck Blvd., along the north and south sides of E. Osceola Parkway.

City Attorney Sanchez de Fuentes read Ordinance # 3065 by title.

Planner Brenda Ryan, reviewed the request for future land use map amendment and stated staff recommended approval.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Martinez questioned the retention ponds and whether they would be replaced with this development.

Planner Ryan stated the retention ponds will not be affected by this land use change and will remain as a conservation area.

Commissioner Castano moved to adopt Ordinance # 3065. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

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

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

Approval of the first reading of the Proposed Ordinance for the General Employees' Retirement Plan.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 22-19 by title.

City Manager Steigerwald stated this proposed ordinance is a requested change brought forward by the General Employee Pension Board to lower the DROP entry to age 55 from age 60 when an employee has 30-years of service. This will also eliminate required contributions by Toho Water employees who have reached 30-years of service. Staff recommends approval after holding the Public Hearing.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Castano moved to approve the First Reading of Proposed Ordinance # 22-19. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

5. PUBLIC HEARINGS

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

Approval of a Planned Unit Development (PUD) Amendment to establish industrial warehouse uses on approximately 114.25 acres of land west of Florida's Turnpike, east of Bill Beck Blvd., along the north and south sides of E. Osceola Parkway.

Planner Ryan reviewed the request for zoning for the Ramona (PUD) Planned Unit Development. Osceola Parkway is currently under construction and future changes will have to go through the Development Review process. Staff recommends approval.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Castano made a motion to approve the Public Hearing. Commissioner Martinez seconded the motion.

AYE: Mayor Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 5 - 0.

6. HEAR AUDIENCE

David Cohen, 2495 White Lilly Drive, Kissimmee, addressed the Commission stating he is a local Tik Tok influencer (follow them at Niceguy Enterprise); they use social media donations to assist with the homeless crisis in our community. He expressed a desire to expand his mission and reviewed some of his recent accomplishments, such as providing rental assistance, helping individuals who were sleeping in the woods find permanent shelter, and relocating families with children from tents to hotels. He requested assistance from the City Commission on how he can become more involved in affordable housing and where he can find additional assistance for his cause.

Commissioner Castano asked Deputy City Manager Matthews if she could assist them and

provide information to move forward with their cause. Deputy City Manager Matthews collected contact information for Mr. Cohen and stated she would follow up with him regarding funding resources both at the local and federal level.

Christine Sainz de La Maza, 111 E Monument Avenue, Kissimmee, spoke in reference to the Social Services Grant Funding agenda item to be heard later in the evening (Item 8.B) and detailed her concerns about the application submitted for \$75,000. She expressed her opposition for the application and it's alleged affiliation with the Mayor. She requested the Commission deny the application.

Zuleika Alvarado, 4682 Cheyenne Point Trail, Kissimmee, spoke in reference to her outreach organization for the homeless population. She reviewed the services she provides and stated she is a local neighbor available to assist those in need in her community.

Angel Castro addressed the Commission and requested they consider additional recreational activities for disabled individuals in our area.

Mayor Gonzalez questioned the facilities we currently have available and Commissioner Alvarez commented that we currently have the Special Olympics. City Manager Steigerwald stated he would discuss this in more detail with the Parks and Recreation Director and would get the information about these special venues over to Mr. Castro as soon as possible.

Angie Berrios Senquiz, 420 Sumner Street, Kissimmee, spoke before the Commission concerning her experience moving here from Puerto Rico. Ms. Senquiz stated she is a local realtor that takes pride in calling Kissimmee her home and detailed a recent unfortunate experience at Kissimmee Lakefront Park. She filed a police report and stated she does not want this to happen to others in the future. She encouraged the City to provide more police presence at Lakefront Park since it is a family-friendly park.

Robert Bussiere, spoke before the Commission and explained that he currently serves on our Planning Advisory Board and is actively involved with the Opportunity Center, primarily because he has a son in the transition program at Osceola High School. He expressed his deep appreciation to the City for their support, involvement, and sponsorship of the Opportunity Center. He hopes to continue raising awareness about this very important organization.

7. CONSENT AGENDA

Commissioner Castano made a motion to approve the Consent Agenda in its entirety. Commissioner Eady seconded the motion.

AYE: Mayor Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion to carried 5 - 0.

- 7.A Approval of City Commission Minutes from the September 13, 2022, September 27, 2022, and October 4, 2022 meetings
Request Commission approval of the September 13, 2022, September 27, 2022, and October 4, 2022 Commission Minutes.
- 7.B Authorization to Accept the 2022 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs
The Police Department requests the Commission's acceptance of the 2022 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs, in the amount of \$12,458.25.
- 7.C Authorization to Negotiate with Balfour Beatty for Construction Manager at Risk for the Addition to City Hall for the Building Division of Development Services
Authorization to negotiate a contract with Balfour Beatty for Construction Manager at Risk for the addition to City Hall for the Building Division expansion for Development Services.
- 7.D Osceola Village Center, Phase 1 (DRC# 19-00100) – Major Subdivision, Final Acceptance with Conditions.
Requesting City Commission acceptance of the required subdivision improvements for the subdivision known as Osceola Village Center, Phase 1 with conditions.

8. DISCUSSION ITEMS

- 8.A Approval of a License Agreement for Outdoor Dining within the Dakin Avenue Right-of-Way at 16 E. Dakin Avenue (ROW-22-0003)
Approval to execute a license agreement with LR Business Consulting Investment Inc. d/b/a Two Brothers Steakhouse and Bistro to utilize outdoor dining on public sidewalks located at 16 E Dakin Avenue within the Downtown Community Redevelopment Area.

City Manager Steigerwald explained the purpose of the License Agreement and reviewed the requirements of businesses to use City sidewalks for outdoor dining. Staff is recommending approval pending Commission review.

Commissioner Alvarez detailed his concerns with the business as it relates to handicapped access and safety. He personally reviewed the general lay out submitted and went to the business and took measurements of the dining area; he did not feel comfortable with the proposed conditions and requested an updated layout. Commissioner Alvarez, the business owner, City Manager Steigerwald, and Development Services Director Holland engaged in a detailed discussion regarding the application submitted, architectural recommendations, table placement, entrance access, and the License Agreement's updated Plan that is now ADA compliant. City Manager Steigerwald reminded the Commission that this License Agreement is revokable if all conditions are not being met and that the business owner is aware of the requirements.

Commissioner Martinez made a motion to approve the License Agreement. Commissioner Castano seconded the motion.

AYE: Mayor Gonzalez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: Commissioner Alvarez

Motion carried 4–1.

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

Commission discussion and approval of the FY 2022-23 Social Services and Quality of Life Funding Allocations.

City Manager Steigerwald provided an overview of the grant funding process and the Commission individual assessment forms for the allocation of funds. Commissioner Alvarez requested the opportunity to discuss the use of the funds prior to the Commission discussing the agency funding in detail.

Commissioner Alvarez expressed his concerns and made a motion to allocate social service funds to the citizens who were impacted by flooding. He included in the list Tiffany Square, Oak Run, McLaren Circle, Park & Central, Lake Tivoli Apartments, and many others.

Commissioner Martinez asked for clarification on whether we could have a discussion prior to there being a second to the motion. There was an exchange between Commissioner Alvarez and other Commission members. Commissioner Alvarez responded to questions by explaining his plan to distribute funds with no restrictions, similar to when the stimulus checks were distributed.

City Manager Steigerwald confirmed we do not have all the details on the actual number of damaged units in the City; we can estimate it currently at approximately 800.

The consensus of the Commission, in general, did not agree with disbursing funds to be used any way the residents see fit. Commissioner Alvarez disagreed and stated they need funding now and cannot wait for FEMA.

Commissioner Eady and Commissioner Alvarez discussed in detail the suggestion to take the \$300,000 in funds for Social Services and split the money with affected residents; Commissioner Eady felt most of the agencies that would have their funding eliminated would also provide services to the same individuals Commissioner Alvarez is trying to assist in his proposal. Commissioner Eady reiterated that we have more individuals that are affected by the flooding that are not in the areas Commissioner Alvarez described and we would be opening ourselves to criticism if funding runs out and everyone is not served.

Mayor Gonzalez stated the motion on the floor did not receive a second. City Attorney Sanchez de Fuentes stated the motion would die for lack of a second.

Commissioner Alvarez made a motion to approve the allocation of Social Service Funds to citizens affected by flooding. Motion died due to a lack of a second.

A conversation continued amongst the Commission prior to Deputy City Manager Matthews making her presentation. The Commission discussed asking FEMA for more

money to assist residents with short term and long term needs and for our social agencies who supply support during emergencies.

Deputy City Manager Matthews reviewed the process for Social Service Funding spreadsheet (Exhibit "B") and the Commission's role in the process. The City Commission currently budgets \$300,000 for Social Services and \$50,000 for Quality of Life. As part of the review, Deputy City Manager Matthews informed the Commission that the Hope Partnership (formerly Community Hope Center) and Church and Community Assistance Program did not receive enough votes to be included in the funding allocation. Therefore, there is a balance of unassigned funds totaling \$27,000. Staff requested Commission direction.

Mayor Gonzalez spoke concerning the Church and Community Assistance Program and all the work of the agency. She talked about the non-profit that was established 25 years ago. The complaints that are asserted are unfounded and although she is passionate about the work that is being done, she is still a volunteer and has stepped away from the administrative part of the program.

Commissioner Martinez made a motion to continue with discussion of Social Service Funding.

Commissioner Eady asked staff what the extra \$27,000 funds could be allocated towards.

Deputy City Manager Matthews informed the Commission the \$27,000 can be reallocated to the other agencies, retain the funds for cold nights and housing of the homeless, or they can choose to do nothing. A discussion ensued relating to the process for housing the homeless during cold nights and the HSN (Homeless Services Network) process and their goal to remove individuals from homelessness and get them into permanent housing.

Commissioner Martinez stated that she visited the Church and Community Assistance Program and spoke with the Treasurer and other staff. She stated she is being transparent by stating she did not vote in favor of funding because of the controversy and their incomplete application.

Commissioner Martinez amended her motion to approve the funds, "as is" with the \$27,000 to be used for cold nights. Commissioner Castano seconded the motion.

AYE: Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: Commissioner Alvarez, Mayor Gonzalez

Motion carried 3 - 2.

Deputy City Manager Matthews reviewed the Quality of Life Programs, which is a total of \$50,000. The Boys and Girls Club are not listed due to the outside funding that they receive, which disqualifies them from Quality of Life Funding.

Commissioner Eady made a motion to approve the \$50,000 Quality of Life as designated. Commissioner Martinez seconded the motion.

AYE: Mayor Gonzalez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: Commissioner Alvarez

Motion carried 4 - 1.

In closing, Deputy City Manager Matthews stated next year staff will meet to discuss the Social Service Funding Program and whether it is the Commission's desire to establish a committee or new process for the review of applications.

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

Request Commission consider the reappointment of Brenda Ryan as a Parent member of the Charter School Advisory Board.

City Manager Steigerwald reviewed the request for a reappointment of current member Brenda Ryan and stated this reappoint is a joint appointment of the entire Commission.

Commissioner Eady made a motion to reappoint Brenda Ryan to the Charter School Advisory Board as a Parent. Commissioner Castano seconded the motion.

AYE: Mayor Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 5 - 0.

8.D Advisory Board Vacancy - Board of Adjustment

The Commission is requested to make an appointment to fill a vacancy on the Board of Adjustment.

City Manager Steigerwald stated the appointment was assigned to Seat #1.

Commissioner Castano made a motion to appoint Jeniffer Salas to the Board of Adjustment pending receipt of her application. Commissioner Eady seconded the motion.

AYE: Mayor Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission that crews are out working on debris removal and the process will take about 4-6 weeks. Central Avenue, Poinciana Circle, and Osceola Parks Estates have already been touched, and he discussed future

areas of Kissimmee that are next in line in the coming weeks.

9.B CITY ATTORNEY

None.

9.C CITY COMMISSION

Commissioner Castano commented on her experience working with the Church and Community organization, which has been positive.

Commissioner Eady discussed the NAACP meetings she recently attended. She asked the Commission to consider potentially extending our current transportation services to assist the elderly residents to get to and from the grocery store. Mayor Gonzalez commented that citizens are able to use the Lynx bus if they have Medicaid. City Manager Steigerwald explained we are in contract negotiations with Freebee, and we can look into adding these services. He stated we will also look at Access Lynx and provide any information to the NAACP and the residents.

Commissioner Martinez reviewed a letter she recently received in reference to Kissimmee Homes Apartments. The letter was sent to the residents by the property management company and states they are deeming the units condemned due to water damage from Hurricane Ian. She requested information regarding the status of the letter.

City Manager Steigerwald explained that during the flooding from the storm, Kissimmee Utility Authority cut power to properties that could present a hazard for occupancy, and in order for power to be restored, there must be an inspection. He explained that some of the units in the complex were affected and the owner's must make electrical repairs before the power can be restored. He reiterated that only some units were affected and the entire property was not "red-tagged", which means a safety inspection must be completed before electrical services can be restored due to safety.

Commissioner Martinez thanked all the agencies who have been responding to the storm, their efforts are appreciated. Commissioner Martinez commented she is proud to continue serving her community and encouraged all Social Service Grant recipients to use the funds wisely.

Mayor Gonzalez thanked the audience and adjourned the meeting.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:52 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
PowerPoint Presentation – Osceola Opportunity Center
Item 3.C.

Exhibit "B"
FY 2022/2023 Social Service Funding – Spreadsheet
Item 8.B.



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, NOVEMBER 1, 2022 AT 6:00 PM**

1. MEETING CALLED TO ORDER

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

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

Staff Absent: City Clerk Linda Hansell

Mayor Gonzalez called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing In for nine new Police Officers

Swearing in and administering an oath to nine new police officers.

Police Chief Jeff O'Dell administered the Oath of Office to nine new Kissimmee Police Officers.

3.B Proclamation- Ashley Ann Cariño

The request is for the Commission to present a Proclamation to Ashley Ann Cariño.

The recipient of the Proclamation was not able to attend. The Proclamation was provided to Ms. Cariño's family outside of the meeting.

3.C Employee of the Month for November - Wilmarie Hernandez Pagan

That the City Commission join the City Manager in recognizing Wilmarie Hernandez Pagan, Parks & Recreation, as November's Employee of the Month.

City Manager Steigerwald introduced Wilmarie Hernandez Pagan, a Parks and Recreation employee who has been with the City for three (3) years. The attributes of Ms. Hernandez Pagan were reviewed, and the City Manager thanked her for her dedicated service to the City and the Parks and Recreation Department. Special acknowledgment was made of her contagious customer service that motivates her co-workers and her strong knowledge of the Kissimmee trails. City Manager Steigerwald reminded the audience that the Employee of the Month is selected by a committee of peers, and there is no greater honor.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - General Employees' Retirement Plan Amendment: Amending Section 30-84, 30-88, 30-110, 30-111 - Proposed Ordinance #22-19

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

Approval of the second and final reading of the Proposed Ordinance for the General Employees' Retirement Plan.

City Attorney Sanchez de Fuentes read Ordinance #3066 by title.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Eady moved to adopt Ordinance #3066. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

4.B Public Hearing - First Reading - Land Development Code Glitch Ordinance: LUPA-22-0005 - Proposed Ordinance #22-017

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

Requesting approval an ordinance to make minor language and formatting amendments to the Land Development Code.

Planner Ashley Cornelison provided an overview of the Proposed Ordinance and how it will amend many chapters of the Land Development Code. The proposed changes are detailed in the Staff Report attached to the agenda. After holding the Public Hearing, staff recommends approval.

City Attorney Sanchez de Fuentes read Proposed Ordinance #22-17 by title.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Eady moved to approve the First Reading of Proposed Ordinance #22-17. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Commissioner Castano	AYE
Commissioner Eady	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

4.C Public Hearing - First Reading - Car Washes in the Form-Based Code: ZMA-22-0003 - Proposed Ordinance #22-018

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

Requesting approval of standards for car washes in the Form-Based Code area.

Planner Cornelison reviewed the current Form Based Code and explained staffs desire to add carwashes as a permitted use. After holding the Public Hearing, staff recommends approval.

City Attorney Sanchez de Fuentes read Proposed Ordinance #22-18 by title.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Castano moved to approve the First Reading of Proposed Ordinance # 22-18. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Martinez	AYE
Commissioner Castano	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

Jack Camp, representing the Small Business Administration ("SBA"), approached the City Commission regarding disaster recovery assistance for small local businesses. He expressed that their services would benefit the business owners of Kissimmee and provided various loan options currently available to Osceola County.

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

Mayor-Commissioner Gonzalez made a motion to approve the Consent Agenda minus Item 7.D and Item 7.J. Commissioner Martinez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Martinez, Commissioner Eady
NAY: None.

Motion carried 5 - 0

7.A Approval of Aid to Provide Organizations Agreement for Advertising Funding from Experience Kissimmee for the Kissimmee Gateway Airport

Request Commission Approval to Accept Advertising Funding in the amount of \$30,000.00 from Experience Kissimmee for Kissimmee Gateway Airport.

7.B Authorization To Accept 2022-23 Victims Of Crime Act (VOCA) Grant Funding

The Police Department requests Commission acceptance of the Victim of Crimes Act (VOCA) grant from the State of Florida, Office of the Attorney General, Bureau of Advocacy and Grants Management, in the amount of \$68,645.00.

7.C Acceptance of Grant Award from the State of Florida for the Public Safety Training Center Support Annex

Acceptance of the Grant Award in the amount of \$500,000 from the State of Florida (7G006) for the Public Safety Training Center Support Annex.

7.D Interlocal Agreement for the FY 2022-23 Osceola Legislative Effort

Commission approval of an interlocal agreement with Osceola County, the School

Board of Osceola County and the City of St. Cloud for the Osceola Legislative Effort (OLE) for the upcoming State Legislative Session and U.S. Congressional Sessions for 2023.

Item 7.D was removed from the Consent Agenda and placed on Discussion.

7.E Acceptance of 2022 BJA Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation Program from the U.S. Department Of Justice

Request City Commission approval of the acceptance of Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice Office of Justice.

7.F Projects to be Carried Forward to FY 2022-2023

Approval to increase the FY 2022-2023 budget to continue funding certain projects that were approved in prior years.

7.G Authorization to Purchase the City Vehicle Requirements included in the FY2022-23 Budget

This request is for authorization to purchase the FY 2022-23 City vehicle requirements from the State Contract, Sheriff's Contract, Cooperative Purchasing Contracts or the City bid, whichever is most cost-effective, considering the requirements of the departments.

7.H Construction Manager at Risk Agreement with Arnco Construction Inc. for the Lancaster Ranch Park Phase 1 Project

Approve Addendum No. 2, to the Construction Manager at Risk (CMAR) services contract with Arnco Construction Inc. for the construction of the new Kissimmee Lancaster Ranch Park Phase 1 Project.

7.I Request additional funds to purchase a replacement vehicle for AP30 from Airport Reserves

Request Commission approval for additional funds of \$2,531.00 to purchase a replacement vehicle for AP30 from Airport Reserves.

7.J Approval of a Permanent Right-of-Way Easement between Vine Street Plaza Investors, LLC and the City of Kissimmee.

Approval of a Permanent Right-of-Way Easement between Vine Street Plaza Investors, LLC and the City of Kissimmee to accommodate streetscape zone requirements on Vine St. and Cypress St. at 101 & 105 W Vine St.

Item 7.J was removed from the Consent Agenda and placed on Discussion.

7.K Government Experience Cloud Web Content Management Software

Approval of a five-year Government Experience Cloud Web Content Management System contract in the amount of \$270,033.91 from Granicus utilizing the National Cooperative Purchasing Alliance (NCPA) contract.

7.L Developer's Agreement between the City of Kissimmee, Birdsong Housing Partners, and Park Place Behavioral Health Care for the Dillingham Apartments.

Approval of a Developer's Agreement to deem Dillingham Apartments a Project of Significant Importance to the City and acknowledge the Developer's request for flexibility from the Form-Based Code on specific design considerations for the project located at 511 Dillingham Ave.

7.M Letter of Support for Project Recommendations for the Office of Criminal Justice Grant Allocation for Osceola County Agencies

Commission approval of the Osceola Substance Abuse and Violent Crime Policy (SAVCP) Advisory Board's project recommendations for the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) in the amount of \$97,884.00.

8. DISCUSSION ITEMS

7.D Interlocal Agreement for the FY 2022-23 Osceola Legislative Effort

City Manager Steigerwald reviewed the history of the City and its participation in the Osceola Legislative Effort ("OLE"). He opened the floor for the Commission to ask any questions regarding the proposed OLE Agreement.

Mayor Gonzalez stated her opposition for spending \$40,000 on the services and she did not wish to move forward with entering into an agreement.

Commissioner Eady expressed interest in the agreement and her desires to unify with surrounding entities and explained her previous experience as a Commissioner is the basis for her decision.

Commissioner Castano and Commissioner Martinez both sought clarification from the City Manager regarding specifics of the proposed agreement and the "Tallahassee Drive Up" experience. After discussing particulars which include cost-sharing of the membership with other organizations, lobbying services, and a summary of a citizen concern received by Commissioner Martinez; Commissioner Castano and Commissioner Martinez felt it would be beneficial for the Commission to attend the trip as a Commission instead of entering into an agreement.

Commissioner Alvarez agreed it would be a good experience for the Commissioners to go on the drive up as a Commission.

Commissioner Eady made a motion to approve the FY 2022-2023 Interlocal Agreement with OLE.

With no response from the remainder of the Commission, City Attorney Sanchez de Fuentes announced the motion died for lack of a second.

Mayor-Commissioner Gonzalez made a motion to deny the FY 2022-23 Agreement with OLE. Commissioner Alvarez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Martinez

NAY: Commissioner Eady

Motion to deny carried 4-1.

7.J - Approval of a Permanent Right-of-Way Easement between Vine Street Plaza Investors, LLC and the City of Kissimmee.

City Manager Steigerwald educated the Commission on the Right-of-Way process and the relativity to street widening projects.

Commissioner Martinez asked the City Manager if this meant the City was giving or receiving the discussed portion of land. City Manager Steigerwald confirmed it is being dedicated and allows for the City to achieve its goals and objectives required of the previously approved Landscape Master Plan for the Vine Street CRA.

Commissioner Martinez made a motion to approve the Permanent Right-of-Way Easement. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Martinez, Commissioner Eady
NAY: None.

Motion carried 5-0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the audience and Commissioners of the Central Florida Japan Festival being held in Lakefront Park on Sunday, November 6th from 11:00 a.m. to 5:00 p.m.

9.B CITY ATTORNEY

None.

9.C CITY COMMISSION

Commissioner Eady requested an update from City Attorney Sanchez de Fuentes on the Fire Union negotiation process. City Attorney Sanchez de Fuentes stated the City is still in active negotiations and are currently waiting for counter proposals expected later this week. A shade meeting will be scheduled soon to discuss the proposed recommendations with the Commission

Commissioner Eady expressed her desire to host a Christmas event geared towards senior citizens at Chambers Park. City Manager Steigerwald briefly reviewed the City's policy of Commission use of City facilities for independently sponsored events. The Commission was informed that the Commission must vote to approve the use. Commissioner Eady proposed her event date and details, requesting the support and approval of her fellow Commissioners. After discussion amongst the Commissioners, no action was taken on this event.

Commissioner Alvarez thanked the Kissimmee Police Department and all the participating vendors for their assistance during the Boo on Broadway event.

Commissioner Martinez discussed the termination of the Freebee contract and the

affected Lynx bus riders, as well as flags in the Medical District needing replacement with the City Manager.

Commissioner Martinez stated s she is honored to be an elected official and she takes pride in herself on doing the best she can with her decisions on the dais and she is motivated by facts and solidified through research; she appreciates everyone's patience and support.

Mayor Gonzalez wished everyone a goodnight and adjourned the meeting.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the Meeting at 6:44 p.m.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

Purchase of Archer 1200 Steel Barrier Security Kit Barricades for Roadway Closures

Request

Staff requests approval to purchase an Archer 1200 Steel Barrier Security Kit.

Explanation

The Public Works and Engineering Department - Traffic Division is responsible for major roadway closures throughout the city. Examples of the roadway closures include city events, parades, festivals, and sports venues. Roadway closures are currently done with the use of wood frame barricades (Typell) for small roadways and side streets. Major roadway closures are completed utilizing water-filled plastic barricades known as Yodoks. The Archer 1200 barricades are manufactured of high strength ballistic rated steel. The barricades can be deployed rapidly and do not require assembly. They are designed to augment fixed-in-place hostile vehicle mitigation barricades. The Archer 1200 Barriers can also be utilized as a security system for entry points, roadways and perimeters.

The Kissimmee Police Department and the Traffic Safety Team recently experimented with the Archer 1200 barricades during the City's 2022 July 4th Celebration in the downtown area. Following the positive experience with the barricades, the Traffic division would like to proceed with purchasing more of these barriers. The standard barrier kit includes eight (8) Archer barriers and a trailer for their deployment. The total cost of this kit is \$93,264.34, which also includes freight/shipping and the in-field certification training.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00145406-506393	GT2108		14,000	14,000
10345406-506393	GT2108		80,000	80,000

Financial Summary:

The project has been funded by the General and the Gas Tax Funds.

Recommendation

Staff recommends authorization from the City Commission to purchase the Archer 1200 Steel Barrier Security Kit at the cost of \$93,264.34.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Archer 1200 Barrier Kit
2. Sole Source Letter for the City of Kissimmee

Quote

177 E. Colorado Blvd, Suite 200
Pasadena, CA 91105
+1 8186414431
BFields@meridian-barrier.com



Schedule 84
Contract 47QSWA19D001F

ADDRESS

Nabil Muhaisen
City of Kissimmee
2205 Mabbette St
Kissimmee, FL 34741

SHIP TO

Nabil Muhaisen
City of Kissimmee
2205 Mabbette St
Kissimmee, FL 34741

QUOTE #	DATE	EXPIRATION DATE
08242022-CoK	08/24/2022	11/24/2022

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
8 Barrier Trailer Kit - GSA	8 Barrier Trailer Kit	1	83,699.34	83,699.34
Archer 1200 Barrier - GSA	Archer 1200 Anti-Vehicle Barrier	8	6,513.75	
Archer Hauler - GSA	Archer Hauler™	1	1,925.18	
Archer Field Tow Bar - GSA	Archer Field Tow Bar	2	574.18	
Arrestor Cable (4ft) - GSA	Arrestor Cable™ (4ft)	7	574.18	
Arrestor Cable (10ft) - GSA	Arrestor Cable™ (10ft)	2	670.68	
Archer 8-Barrier Drop Deck Trailer - GSA	Archer 8-Barrier Drop Deck Trailer	1	23,155.18	
Graphics Package	Graphics Package per barrier - customized logo and placement	8	0.00	0.00
In-Field Installation & Certified Training	In-Field Installation & Certified Training - No charge per E. Alms	1	0.00	0.00T
Freight/Shipping	Freight/Shipping to customers location	1	9,565.00	9,565.00T

PAYMENT TERMS:

Due to high demand levels, your delivery date will be guaranteed with your 50% deposit so that your protection starts when you need it.

SUBTOTAL

93,264.34

TAX

0.00

TOTAL

USD 93,264.34

Accepted By

Accepted Date

RENT VEHICLE BARRIERS FOR IMMEDIATE NEEDS

Security equipment purchases can take time to organize- but the risk to people and property does not wait! Barrier rentals provide immediate security while you test your options, understand your needs and secure funding.



SPECIAL EVENT RENTALS

Support timely events with professional rental deployments. See the Archer 1200 Barriers in action and test for future needs.



STRENGTHEN SECURITY MEASURES

Consider purchasing a number of Archer 1200 Barriers for frequent deployments, knowing that you can supplement your needs for larger events with additional rental barriers.



DON'T RISK SECURITY : Rental barriers are a good way to secure your event while you get stakeholder approval and funding for an owned solution.

CERTIFIED WITH A LIFETIME WARRANTY- ASK ABOUT OUR RENTAL OR PURCHASE OPTIONS

MERIDIAN barriers are certified to both the U.S. Department of Defense and Europe's PAS 68 Standards. Built to last from 100% U.S. Steel, the Archer® 1200 barrier carries a lifetime warranty, even after an impact. Contact us about purchase or rental programs available in your area.



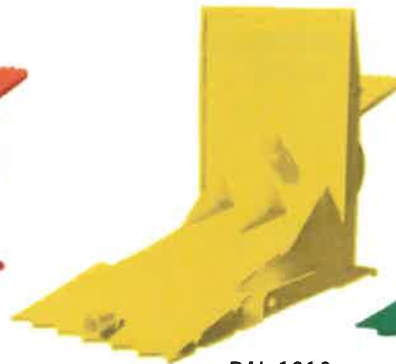
Archer[®] 1200 Standard Colors



RAL 3020
Traffic Red



RAL 2009
Traffic Orange



RAL 1016
Safety Yellow



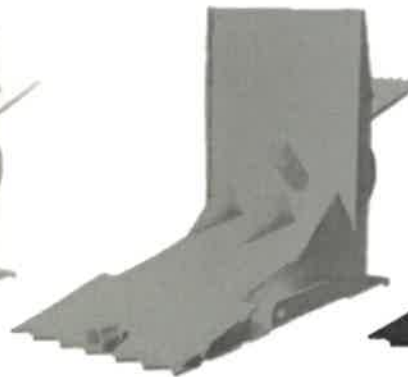
RAL 6024
Traffic Green



RAL 5022
Night Blue



RAL 9003
Signal White



RAL 7024
Traffic Gray



RAL 9005
Jet Black



October 21, 2022

Nabil Muhaisen, MSCE
Traffic Engineering & Operations Manager
Public Works & Engineering
City of Kissimmee
2205 Mabbette Street
Kissimmee, Florida 34741

This is a sole source letter to certify that the Archer 1200 Barrier, the Archer 1200 Trailer Barrier Kit, and the Archer Beam Gate are MERIDIAN exclusive products that are manufactured and sold by Meridian Rapid Defense Group LLC ("MERIDIAN"). MERIDIAN is the creator, manufacturer, and patent holder of these products.

The Archer 1200 is manufactured in US with 700 lbs. of American made steel and has been tested to MASH, ASTM, PAS 68, and IWA14. No other product on the market meets this standard except the Archer 1200 Barrier.

We are glad to make ourselves available to provide further technical information on materials and the proper use of the above listed items. MERIDIAN provides the in-field training of the equipment to ensure the safety and effectiveness of the Archer 1200 Barrier.

The following items detail the unique, and one of its kind, characteristics of the Archer 1200 Barrier:

- No other product on the market provides unanchored stopping power certified to US DOD and PAS 68 standards. Unbolted units stop a vehicle traveling 30 mph within 14 feet; no other product on the market meets this standard.
- No other product on the market is rated for armor-piercing NATO ammunition up to .50 cal. ballistic rounds.
- No other barrier on the market is designed as a non-electric and non-hydraulic unit.
- The Archer 1200 Barrier has easily deployable wheels that are self-contained on the barrier and effortlessly positioned. No other product on the market has this unique characteristic.
- No other product on the market can be installed as a complete barrier system with MERIDIAN's 4-foot and 10-foot Arrestor Cables.
- MERIDIAN's unique, one-of-a-kind barriers can be deployed at any desired length, as unit can be "daisy chained" together. This cannot be achieved with any other product on the market.
- MERIDIAN's unique products are transported and positioned using a specially designed Drop Deck Trailer.
- A remaining unique feature of the Archer 1200 Barrier is that the unit allows for the installation of directional or informational signage.

Please feel free to contact me with any specific questions or additional requests for information.

Many thanks,

A handwritten signature in black ink that reads 'Eric Alms'.

Eric Alms
President
Cell: (626) 755-6493 or (213) 400-9811
éalms@meridian-barrier.com

177 E. Colorado Boulevard, Suite 200
Pasadena, California 91105
www.meridian-barrier.com

ITEM 7.C

Security Information and Event Monitoring Enterprise Software Agreement

Request

Approval of a three-year Security information and event monitoring (SIEM) Enterprise Software Agreement in the amount of \$113,019.39 (\$37,673.13 annually) from Software House International utilizing the Sourcewell purchasing contract.

Explanation

The City has a significant investment in technology that is used by every department in the City. Each year the risk of cyber attack becomes more concerning and is requiring more and more resources to keep City Information systems secure. The City has implemented multi-factor authentication and provides employees with specific training to identify malicious attempts to gain access to the network. The City is under constant attack from malicious actors trying to gain access to City assets which creates large amounts of logged data. As a result, the City is requesting approval to replace the current SIEM tool with a more robust product capable of allowing IT staff to analyze these large data sets, detect malicious network activity, and respond to threats quickly and accurately. This SIEM improves operational efficiency by using workflow-based context for automated and human-assisted decisions. The tool also includes intuitive query capability, canned criminal justice reports and integrates with other tools to make managing log data simpler, saving valuable staff time.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 505455			\$40,000	\$37,673.13

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 2024 and 2025.

Recommendation

Staff recommends approval of the purchase of a three-year Security information and event management enterprise software agreement in the amount of \$113,019.39 (\$37,673.13 annually) from Software House International.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Information Technology

Presenter:

Attachment(s):

1. (S) Security Information and Event Monitoring Enterprise Software Agreement - Vendor Signed
11.9.2022

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND
SHI INTERNATIONAL CORP.**

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “**CITY**”, and **SHI INTERNATIONAL CORP.**, whose address is 290 Davidson Avenue, Somerset, New Jersey 08873, hereinafter “**CONTRACTOR**”, collectively hereinafter the “**Parties**”, and each represents as follows:

WITNESSETH

WHEREAS, the City is in need of network security logging and monitoring software; and

WHEREAS, Sourcewell, a council of government of which the City is a member, has created a cooperative purchasing program;

WHEREAS, Pursuant to the City’s Purchasing Manual, the City may procure goods and services from bid or proposals through cooperative purchasing agreements with the State of Florida or any of its governmental subdivisions; and

WHEREAS, Pursuant to a competitive bidding and selection process, Sourcewell, a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota, entered into “Solicitation Number: RFP#081419, Contract”, hereinafter the “Master Agreement,” with Contractor which is attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, City has determined that it is economically advantageous and in the best interest of the City to enter into contract with Contractor to provide network security logging and monitoring software; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SERVICES.** Consultant will provide the software pursuant to the terms and conditions of the “Pricing Proposal” which is attached hereto and incorporated herein as “Exhibit B.”
3. **TERM.** The term of this Agreement shall be from the time of execution of the contract through October 30, 2023, the date of the expiration of the current term of the Master Purchase Agreement, and may be extended, if extended for up to one additional one-year period upon the request of Sourcewell and with written agreement by Contractor.

4. **PAYMENT.** Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.
5. **INSURANCE.** During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** Contractor will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per accident for bodily injury by accident, \$500,000 policy limit for bodily injury by disease, and \$500,000 for each employee for bodily injury or disease. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.
 - B. **Comprehensive General Liability:** Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate
 - C. **Comprehensive Automobile Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 for each accident, combined single limit.
 - D. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance:** Contractor will maintain coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

- E. **Network Security and Privacy Liability Insurance:** Contractor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$1,000,000 per occurrence

\$1,000,000 annual aggregate

Prior to commencing under this Contract, Contractor must furnish to City a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to City pursuant to the Notice requirements below. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include that there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Contractor. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against City and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

6. **RELATIONSHIP BETWEEN THE PARTIES.** This Agreement does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Agreement; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.
7. **PUBLICITY AND ENDORSEMENT.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from City. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with

others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract. The Vendor must not claim that City endorses its equipment, products, or services.

8. TERMINATION.

- a. City may terminate this Agreement, at any time for its sole convenience by giving thirty (30) days written notice of termination to Contractor.
- b. City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from City specifying the default.
- c. Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to indemnification or insurance coverage.
- d. Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to the Contractor, but without an opportunity to cure, if City determines Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- e. Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor 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.
- f. Upon receipt of such notice of termination, Contractor shall: (1) discontinue the terminated work in accordance with City's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further task orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to performance of this Agreement.
- g. There shall be no termination charges for services not yet provided. City will be responsible for payment of authorized services already provided by Contractor but not yet invoiced, provided such services have been approved by the City. Upon payment

of Contractor's claims, City shall be entitled to services paid for.

- h. Before assuming any payment obligation under this section, City may inspect Contractor's work in process and audit all relevant documents prior to paying Contractor's invoice.
- i. There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, Contractor shall not be compensated in any way for any work done after receipt of City's notice, nor for any costs incurred by Contractor's suppliers or subcontractors after Contractor receives the notice, nor for any costs Contractor could have reasonably avoided.

9. **INDEMNIFICATION.** Contractor must indemnify, save, and hold City, including its agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Contractor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Contractor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Contractor under this Contract.

As applicable, Contractor agrees to indemnify and hold harmless City against any and all suits, claims, judgments, and costs instituted or recovered against City by any person on account of the use of any services by City performed by Contractor in violation of applicable patent or copyright laws. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

10. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the

Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 8 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

11. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited unless Contractor obtains the City's prior written consent.
12. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
13. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
14. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
15. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Peggy Sousa
Director of Information Technology
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:

Thomas Morrow
SHI International
290 Davidson Avenue
Somerset, NJ 08873

19. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party shall be binding only upon mutual written agreement of the Parties.
20. **PUBLIC RECORDS LAW.** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

1. If the City's Custodian of Records requests records from the Contractor, the Contractor 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.
2. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
3. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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 Contract.
4. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

5. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
 6. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10
 21. **COMPLIANCE WITH LAWS AND REGULATIONS.** In performing under this Agreement, the Parties, shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any violation of said law, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.
 22. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
 23. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.
- Every contractor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
24. **SCRUTINIZED COMPANIES CERTIFICATION.** By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that Contractor has submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a

material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

25. **NONDISCRIMINATION.** Contractor agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.

26. **NO WAIVER OF SOVEREIGN IMMUNITY.** 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.

27. **ENTIRETY OF AGREEMENT.** This Agreement, together with corresponding Exhibits and together with Master Agreement referenced herein, shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

SHI INTERNATIONAL CORP.

By: Kristina Mann

Title: Sr. Manager - Contracts

Date: Nov 09 2022

Witness as to SHI International Corp.:

By: Derek Awas

Title: Manager - Contracts

Date: Nov 09 2022

[City of Kissimmee signatures on following page.]

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT A

**Solicitation Number: RFP#081419****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

to be provided the associated schedule and price and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

B. **SALES TAX.** Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D08489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B08C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name: SHI International
Address: 290 Davidson Ave.
Somerset, NJ 08873
Contact: Aimee Ballenger
Email: aimee_ballenger@shi.com
Phone: 678-708-3906
HST#: 22-3009648

Submission Details

Created On: Thursday June 27, 2019 20:01:55
Submitted On: Tuesday August 13, 2019 20:57:55
Submitted By: Aimee Ballenger
Email: aimee_ballenger@shi.com
Transaction #: de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address: 161.69.112.12

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	SHI International Corp.
2	Proposer Address:	290 Davidson Ave Somerset, New Jersey 08873
3	Proposer website address:	https://www.shi.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Meghan Flisakowski Public Sector Program Manager Meghan_flisakowski@shi.com 512-317-0799

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was Purpose and Passion, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped \$10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader. Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success. As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Sourcewell with an eagerness to help your Members work more efficiently and effectively. We are committed to providing Sourcewell members the most advantageous pricing models and the most exceptional values; we recognize that our role as a Sourcewell affiliate is to support your Members, providing expert best practices to keep their IT resources safe, secure, and operational, 24 hours a day, 365 days a year.

8	Provide a detailed description of the products and services that you are offering in your proposal.	We offer our complete catalogue of products and services to Sourcewell members. Providing a vendor-neutral approach to help customers find the right technology that meets every specific requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, Cloud, and other products and services for each individual Sourcewell member. In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner. In addition, SHI provides Sourcewell members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and Sourcewell's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem. It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address Sourcewell Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each Sourcewell member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units. Our purpose is to provide the best overall value to each Sourcewell member, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with Sourcewell's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
---	--	--

9	What are your company's expectations in the event of an award?	SHI is genuinely excited about the opportunity to collaborate with Sourcewell and its members! We expect a phenomenally successful partnership, beginning with our immediate expectations in the event of an award, which include 1. To support and advocate our Sourcewell partnership. Each team member from every Public Sector vertical will support our partnership with Sourcewell and will advocate for the contract with passion and vigor. Given our position in the Public Sector market, the size of our sales force, and our experience with implementing and growing similar contracts, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract. 2. To develop marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Business Development Team, dedicated to the Public Sector Business Unit at SHI, to call all prospective customers and detail our partnership promptly upon award. 3. To train our entire Public Sector sales and sales-support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its Members. 4. To connect immediately with current Sourcewell Members, introduce SHI, and listen to Members' needs. Our introduction will ensure that each Member's dedicated Account Team is familiar with and accessible to them, in addition to educating Members on the value we provide. We will work with each Member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like). And we will offer webinars on various topics including: • Getting to know SHI; • SHI.com (eProcurement intro); • SHI's Service Capabilities; • Microsoft Volume Licensing. 5. Finally, to create a dedicated Sourcewell online catalogue that displays the contracted pricing and any additional information that Sourcewell deems important. We will work with Sourcewell Members to customize their site, adding reporting and punch-out capabilities specific to that member, when needed. We recognize why cooperative contract usage is on the rise, and we realize the value of having strategic partners in this space. Sourcewell can expect that SHI sets ourselves apart from organizations similar to us in that we will collaborate with only a few select Consortia partners; in fact, we intentionally keep the number of Consortia partners strategically small to provide proactive support to Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We expect the transition to a new partnership will be seamless, and we will assist in that transition by supporting Sourcewell members personally, starting with our Senior Director of Public Sector, Denise Verdicchio. Denise is committed to the success of our partnership from day one of an award, and she will dedicate her energy to making our Sourcewell partnership a thriving one. Denise has demonstrated that her leadership and teamwork create success: for example, with our most recent consortia contract award, under her leadership, our Public Sector Team grew the contract to over \$100M in the first year. In short, our expectations are bold, and they are also achievable. Our SHI team is flexible and agile, and we are committed to providing Sourcewell's members an extraordinary experience, with a purpose and a passion, that is incomparable.
---	---	--

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 4,200 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain 35+ offices in North America, EMEA, and Asia in addition to our Integration Center, Solution Lab, and Executive Briefing Center, which are located at our headquarters in New Jersey. In 2018, SHI reached \$10B in revenue (one year ahead of our goal) and set the stage for continued exponential growth. The SHI Public Sector unit made up \$2.2B of SHI's overall sales last year and was recognized as the #1 business unit for 2018, with an astounding 25% increase over 2017. While this past year was one of the largest growth years, SHI's Public Sector has grown consistently over the last 30 years. In combination with our articulated Purpose and Passion, this growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. In other words, we recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with Sourcewell's values and its Members' needs. SHI continues to invest in new infrastructure, most recently with a brand-new Integration Center that will open in Q4 2019. We also made significant investments in hiring more resources – the people with whom Sourcewell Members will engage. In 2018, for example, we brought on 150 additional Field Solutions Engineers and Professional Services Executives for a total of 550 customer-facing technical experts who support our Account Executives. Our financial strength and stability is predicated on our staunch affiliations within our communities – our relationships with customers, partners, OEMs, and our own SHI colleagues. We have included our 2 years of audited financials in the upload section for your review and to demonstrate our strength and stability.
11	What is your US market share for the solutions that you are proposing?	Overall Market Share based on Fortune 100, 500 & 1000 • 60% of the Fortune 100 use SHI for primary IT Products (Software & Hardware) • 40% of the Fortune 500 use SHI for primary IT Products (Software & Hardware) • 30% of the Fortune 1000 use SHI for primary IT Products (Software & Hardware) SHI Overall Product Mix • 60% is be considered Software, Subscriptions, and Cloud based Sales • 40% is be considered Hardware, Peripherals and Accessories – Including categories of Devices, Servers, Storage, Networking Market Share Indicators for Software SHI is considered the leading Reseller Partner for many of the Top Software Publishers such as Microsoft, Adobe, Symantec/Veritas, McAfee (Intel Security), and others. We estimate that 20-25% of revenue with these partners as representative of their Partner Sales. This number does not include Sales that Software Publishers conduct directly with the end-customer. Market Share Indicators for Hardware OEM direct sales to the end-customer typically represents a larger percentage of the business; therefore our overall Market Share will be lower, estimated in the 5-10% range. This number, however, still makes SHI one of the largest Hardware Resellers in North America.
12	What is your Canadian market share, if any?	SHI's Canadian Market Share is 5-10%, and we provide more detailed information about our Canadian resources in our response to Question 42.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 30-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is best described as an Information Technology Value-Added Reseller, providing a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. As we mention throughout this proposal, one of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud) in conjunction with a wide range of services – in short, we provide full IT solutions, and our focus aligns with Sourcewell's mission to build valued relationships and to deliver innovative solutions with integrity and respect to Members' needs and wants. We understand that Sourcewell's goal is to identify a trusted procurement partner that can assist in helping you achieve your mission of saving time and money for your Members. Whether working on large campus-wide projects like a one-on-one initiative, a Network Refresh for anytime/anywhere accessibility, Unified Communications, Modernizing Legacy Systems, or providing a customer-first experience with day-to-day IT procurement transactions, SHI has both the resources and the experience to execute seamlessly for your Members and to exceed their expectations. Our approach is centered on extraordinary quality and overall value. We strive to provide the highest level of support and services every day of the year, and we will deliver the most personalized touch to the end-user computing enterprise for all Sourcewell members. We recognize that Sourcewell is looking for their Vendor to provide: • A robust presence that can fully support Members' technology needs, saving them both time and money. • A trusted advisor/consultant who can help Members support the entire lifecycle of an asset and ensure successful implementation at each phase. • A strong relationship with industry partners. • An actionable strategy to educate potential members on the value of Sourcewell in order to gain increased membership. We are well positioned to deliver on these goals because of our exemplary relationships with our sales/service force and with our dealer network. Our experience in supporting contracts of similar size and scope is unparalleled, and we have a proven formula to onboard and optimize contracts. Our Public Sector team is ready to implement this contract for Sourcewell; and we are committed to expanding our team dedicated to Public Sector entities to ensure we meet (and exceed!) all requirements of the contract. With the largest and most highly-certified sales support team in the industry, SHI will act as a loyal consultant to your Members. Working from a customer-centric foundation, we have organized our support teams to include solution-based support, including specific, presales technical expertise around Datacenter, Mobility, Backup/Recovery, DR, Cybersecurity, Virtualization, and more. These teams provide vendor-neutral advisement and use their breadth of experience to help tailor conversations that are optimal for each Member's specific environment. SHI has the experience and vendor partnerships in place to bring phenomenal value to Sourcewell and your members. All of the leading manufacturers have established SHI as an authorized partner, and we can provide LOAs immediately upon request. Furthermore, SHI has a diverse partner ecosystem, supporting over 15,000 unique Publishers and Manufacturers. Sourcewell can feel confident that your Members will benefit from our aggressive pricing and exceptional value. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across North America. SHI will work with each Sourcewell Member collaboratively, with purpose and passion, and with a goal of "continuous improvement." We are fully committed to the long-term success of Sourcewell and your Members, and we appreciate the opportunity to bring IT solutions to your current and future members.																		
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Sourcewell's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers. We have included a total number of certifications from some of our larger partners and have included a sampling of types of certifications in response to question 69 in our response. <table><tr><td>Acronis –</td><td>5 Certifications</td></tr><tr><td>Adobe –</td><td>7 Certifications</td></tr><tr><td>AGOE –</td><td>1 Certifications</td></tr><tr><td>AirWatch –</td><td>2 Certifications</td></tr><tr><td>APC -</td><td>12 Certifications</td></tr><tr><td>Apple -</td><td>17 Certifications</td></tr><tr><td>Arbor -</td><td>4 Certifications</td></tr><tr><td>Aruba -</td><td>3 Certifications</td></tr><tr><td>Avaya -</td><td>12 Certifications</td></tr></table>	Acronis –	5 Certifications	Adobe –	7 Certifications	AGOE –	1 Certifications	AirWatch –	2 Certifications	APC -	12 Certifications	Apple -	17 Certifications	Arbor -	4 Certifications	Aruba -	3 Certifications	Avaya -	12 Certifications
Acronis –	5 Certifications																			
Adobe –	7 Certifications																			
AGOE –	1 Certifications																			
AirWatch –	2 Certifications																			
APC -	12 Certifications																			
Apple -	17 Certifications																			
Arbor -	4 Certifications																			
Aruba -	3 Certifications																			
Avaya -	12 Certifications																			

Blue Coat Systems -	3 Certifications
Bluebeam -	7 Certifications
Bongar -	3 Certifications
Business Objects -	11 Certifications
CA -	34 Certifications
Check Point -	12 Certifications
Cisco -	44 Certifications
Citrix -	88 Certifications
CIW -	1 Certifications
Commvault -	67 Certifications
Compellent -	5 Certifications
CompTIA -	35 Certifications
CradlePoint -	2 Certifications
DataCore -	1 Certifications
Dell -	92 Certifications
Dell EMC -	44 Certifications
D-Link-	4 Certifications
Domino -	1 Certifications
EMC -	54 Certifications
Emulex -	1 Certifications
ESET -	3 Certifications
Exin -	2 Certifications
F5 -	8 Certifications
HDS (Hitachi Data Systems) -	4 Certifications
HP -	201 Certifications
HPE -	327 Certifications
IBM -	174 Certifications
IBM hardware -	11 Certifications
Imation/Nexsan -	4 Certifications
ISC2 -	10 Certifications
ITIL -	5 Certifications
Ixia -	3 Certifications
Juniper -	28 Certifications
LanDesk -	10 Certifications
Lenovo -	26 Certifications
LogRhythm -	3 Certifications
McAfee -	92 Certifications
Mellanox -	2 Certifications
Metastorm -	1 Certification
Microsoft -	1090 Certifications
Motorola -	8 Certifications
MS0616813816 -	1 Certification
NetApp -	26 Certifications
NetIQ -	6 Certifications
Nimble -	7 Certifications
Novell -	11 Certifications
Nutanix -	7 Certifications
Oracle -	340 Certifications
Other -	30 Certifications
Polycom -	14 Certifications
ProCurve -	6 Certifications
Proofpoint -	3 Certifications
Pure -	5 Certifications
Qlogic -	5 Certifications
Quantum -	2 Certifications
Quest Software -	1 Certification
Red Hat -	18 Certifications
RIM -	1 Certification
RSA -	33 Certifications
SANS.ORG -	1 Certification
Scale Computing -	1 Certification
ScriptLogic -	2 Certifications
Secure Computing / McAfee -	2 Certifications
Security Horizon -	2 Certifications
SimpliVity -	5 Certifications
Sonicwall -	2 Certifications
Splunk -	6 Certifications
Sun Microsystems -	65 Certifications
Symantec -	142 Certifications
Tegile -	2 Certifications
Tintri	4 Certifications
Trend Micro	5 Certifications
Veeam	10 Certifications
Vision Solutions	1 Certification
VMware	300 Certifications
Watchguard	1 Certification
Websense	18 Certifications

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	SHI has not been suspended or disbarred on any contracts similar to what is being requested by Sourcewell.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs. SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories. At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist. Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals. The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services. Due to the size of SHI's Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But Sourcewell can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member's environment at an extraordinary value. Should Sourcewell wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Both clients and vendors have recognized SHI generously over the last five years for our exceptional quality, service, and partnerships. We are truly humbled by these accolades and by the recognition that has resulted from our Purpose and Passion. 2019 Awards • Microsoft US Surface Transformation Reseller of the Year • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Ranked 10th on CRN's 2019 Solution Provider 500 • Dell Technologies Transformational Partner of the Year • SOPHOS Cloud Partner of the year • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Intel Partner of the Year for Marketing: Training for Results - Sales • CRN's 2019 Managed Service Provider 500 - Elite 150 Category • Forbes Best Employers for Diversity 2019 • Adobe Digital Media Worldwide Partner of the Year 2018 Awards • VMware Partner Innovation Award: Transform Networking & Security • VMware Partner Innovation Award: Partner of the Year – Americas • VMware Partner Innovation Award: VMware Cloud on AWS Solution – Americas • Panasas Accelerate Newcomer Partner of the Year 2018 • Citrix Networking Partner of the Year • CloudHealth North America Partner of the Year • Cisco US Commercial POY - South Area • Cisco Capital POY - South Area • Cisco US Commercial POY - West Area • Cisco Advanced Collaboration Partner of the Year • Austin American-Statesman Top Workplaces • RSA North American SecurID® Suite Partner of the Year • Pure Storage Disruptor of the Year Partner Award • Partner of the Year - Municipal Information Systems Association (MISA) of Ontario • Ranked 8th on CRN's 2018 Solution Provider 500 • MSI Outstanding Channel Partner Award • Intel Partner of the Year PC Client Solution Award 2017 Awards • VMware Americas Marketing Partner of the Year • VMware Global Marketing Partner of the Year • Cradlepoint 2017 NSP Growth Partner of the Year

- Ribbon Communications North America Partner of the Year Award
- Fortinet North America Fabric Partner of the Year Award
- Citrix Sales Acceleration Award
- McAfee Partner of the Year
- Cisco Commercial Partner of the Year 2017
- Cisco Commercial Territory Partner of the Year 2017
- SHI Achieves AWS Managed Service Partner Status - 2017
- Citi Lean Partner Award
- Microsoft US Public Sector 2017 Partner of The Year
- HP U.S. Print Hardware National Solution Provider of the Year
- Forbes America's Best Midsize Employers 2017
- Hewlett Packard Enterprise Global Financial Services Partner of the Year 2017
- Microsoft Top Partner Windows Commercial Revenue 2017
- Nutanix Velocity Partner of the Year
- Ranked 9th on CRN's 2017 Solution Provider 500
- SAP Ariba Supplier of the Year
- Microsoft's SLG Channel Partner of the Year

2016 Awards

- Intalere Supplier Growth Leader - 20 Percent Club
- Aflac Partner of the Year Award 2016 - Diversity
- Austin American-Statesman Top Workplaces 2016 - SHI International Corp.
- Breakaway Partner 2016 - U.S. National
- Citrix Enterprise Partner of the Year 2016
- Cohesity National Partner of the Year 2016
- CRN Tech Elite 250
- Forbes America's Largest Private Companies 2016
- Forbes America's Best Employers 2016
- Fortinet North American Enhanced Technology Partner of the Year 2016
- Hewlett Packard Enterprise North America Financial Services Partner of the Year 2016
- HP Managed Print Services Best in Class Partner Award 2016
- Intel Security North America Reseller MVP
- Intel Security Partner of the Year- United States
- Meraki Elevate Partner of the Year 2016 - US Central Region
- MES XCellence 2016- Best Solution Provider
- Microsoft FY16 Top Windows Client Commercial Revenue Partner
- Microsoft FY16 US NASPO Top Partner
- Microsoft Operational Excellence Award
- Nutanix Momentum Award
- Ranked 13th on CRN's 2016 Solution Provider 500
- Sophos Top Performer National Americas 2016
- Veritas Technologies AMS Partner of the Year 2016

2015 Awards

- 2015 Adobe Americas Reseller of the Year
- 2015 CRN Triple Crown Award Recipient
- 2015 F5 Growth Partner of the Year
- 2015 Kaspersky National Partner of the Year
- Amerinet Diversity Supplier of the Year
- Austin American-Statesman Top Workplaces 2015 - SHI International Corp.
- Autodesk - Partner of the Year 2015
- Autodesk Volume Channel Partner of the Year
- Citrix NA Partner of the Year 2015 - Mid-Market
- Citrix NA Partner of the Year 2015 - SMB
- Dell Healthcare Partner of the Year
- ESET Most Valuable Partner (MVP) 2015
- Fortinet 2015 United States Enhanced Technology Partner of the Year
- NJBIZ's #1 Top Women-Owned Business
- Ranked 12th on CRN's 2015 Solution Provider 500
- Raytheon-Websense Growth Reseller of the Year (NA)
- Raytheon-Websense Net New Customer Acquisition Reseller of the Year (NA)
- Red Hat North American Commercial High Volume Partner of the Year
- SHI Canada ranks #14 out of Top 100 Solution Providers
- Sophos Top Performer North America
- Southern California MSDC Supplier of the Year Winners Circle
- Southwest Minority Supplier Development Council Class IV Supplier of the Year
- US National Commercial Partner of the Year
- US South Region Meraki Partner of the Year
- Veeam Corporate Reseller of the Year 2015
- VMware Americas Renewals Partner of the Year and vCloud Air Partner of the Year
- VMware Mobility Partner of the Year - Global and Regional

2014 Awards

- 2014 LAR of the Year, North America
- 2014 Microsoft Partner of the Year Award Education
- 2014 VMware Solutions Partner of the Year
- Americas Region VMware Solution Provider Partner of the Year Award
- arcserve LAR of the Year
- Autodesk Top Volume Channel Partner

		• Blue Cross Blue Shield of Michigan LifeSecure Diverse Supplier Achievement Award • Cisco Meraki Partner of the Year, Americas • Cisco New Break Away Partner of the Year, Americas • GMIS International Partner Award - Diamond Level • HP PartnerOne Award for Global Reseller of the Year • McAfee Corporate Reseller of the Year 2014, North America • Microsoft Operational Excellence Award - Eleventh consecutive year and thirteenth time overall: 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2000 & 1999 • NJBIZ's #1 Top Minority-Owned Business • NJBIZ's #1 Top Women-Owned Business • NJBIZ's #3 Top Privately Held Company • Ranked 15th on CRN's 2014 Solution Provider 500 • SolarWinds' 2014 Partner of the Year Award • Sophos Top Performing Partner 2014 - Fifth consecutive year • Thai Lee, SHI President and CEO, named to CRN's Women of the Channel Power 50 Solution Providers	
19	What percentage of your sales are to the governmental sector in the past three years	2018 – 14% 2017- 13% 2016-15%	*
20	What percentage of your sales are to the education sector in the past three years	2018 – 6% 2017 – 6% 2016 – 3%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we've provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome NASPO Software Contract • 2016 – \$176 Million • 2017 - \$163 Million • 2018 – 302 Million State Microsoft Software Contract • 2016 - \$39 Million • 2017 - \$188 Million • 2018 - \$104 Million State Microsoft Software Contract • 2016 - \$133 Million • 2017 - \$149 Million • 2018 - \$40 Million State Software Contract • 2016 - \$95 Million • 2017 - \$108 Million • 2018 - \$117 Million GSA • 2016 - \$64 Million • 2017 - \$85 Million • 2018 - \$84 Million	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number GS-35F-0111K 2018 - \$82M 2017 - \$85M 2016 - \$64M	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Houston ISD	Chris Stroupe – Sr. Platform Admin.	713-556-5131
WA State Dept of Enterprise	Elena McGrew – Enterprise Contract	360-407-3957
City of New York	John Gioia – Chief Contracting Officer	718-403-8503
VA-INFORMATION TECHNOLOGIES AG	Greg Searce - Strategic Sourcing Specialist	804- 416-6166

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Not Required	Government	Kentucky - KY	All IT products and services	\$16-\$1.7M	\$59,310,742
Not Required	Government	New York - NY	All IT products and services	\$10-\$4M	\$40,512,256
Not Required	Government	Louisiana - LA	All IT products and services	\$33-\$1.1M	\$40,338,113
Not Required	Government	New York - NY	All IT products and services	\$11-\$1M	\$30,228,675
Not Required	Education	Texas - TX	All IT products and services	\$10-\$1.6M	\$29,986,441

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
-----------	----------	------------

25	Sales force.	SHI is capable and eager to meet the needs of Sourcewell Members across the U.S. and Canada! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Sourcewell Members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels! In order to remain successful for Sourcewell Members, we will remain flexible in our approach and will engage with each Member on an individual basis; we understand that one size does not fit all and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team. Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live and work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion. Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to-day needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal. SM SLED – Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of their size. In this case, we have defined small as a K-12 district with 7500 students or less, a higher education institution with 1500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish. Canadian Public Sector Sales – SHI provides a comprehensive customer support plan to ensure we are meeting each Members' needs as part of our presence in Canada. Currently, our 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal) are supported by six IAMs in Austin, Texas. We also have four IAEs who are phone-based administrators covering Canada to augment the AEs. From a support perspective, we have two in-country field solution engineers – one focuses on UCC and the other on DataCenter. SHI currently employs two Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. And our Canada presence is growing! As of January, 2020, we will employ approximately 30 AEs, with 20 representing Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales – both the IAEs and IAMs to support the added headcount in the field. We also plan to simultaneously double our Canadian technical resources. All of SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the capacity and autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring extraordinary customer satisfaction, SHI is able to provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, the SHI Regional Directors are directly engaged with their account teams to provide executive-level support and to meet with customers as needed. In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives will meet with the participating entities and individual Sourcewell members to review their business with SHI. During these review meetings, we discuss purchase history and the Member's future plans. Through devout listening and with open discussions, SHI can provide tremendous value in supporting future initiatives and will engage support teams as needed to meet Member's goals and objectives. If awarded, SHI will provide this level of service for all Members who use the Sourcewell contract to procure IT products and services. We are confident that our capabilities and our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide. For instance, SHI holds the most Participating Addenda and has achieved the most volume under the NASPO SVAR contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.
----	--------------	--

26	Dealer network or other distribution methods.	SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order. In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located strategically in: • Atlanta, GA • Chicago, IL • Dallas, TX • Fontana, CA • Fort Worth, TX • Jonestown, PA • Swedesboro, NJ • Los Angeles, CA • Memphis, TN • Miami, FL • Ontario, CA • South Bend, IN • Suwanee, GA SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.
----	---	---

27	Service force.	We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of Sourcewell Members' IT needs. A sampling of our Service Force for the U.S. and Canada includes these areas: Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US and 2 FSEs serving Canada, and those numbers are increasing in the near future. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions. Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI. Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into Sourcewell Members' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization. CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing. Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Sourcewell Members! Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist Sourcewell Members with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners. Service Providers – SHI provides services in one of three ways: (1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers. (2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed. (3) Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners; in addition to that network, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner in order to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We begin every day reminding ourselves of one of our principal purposes – to focus on empowering the people who use technology and to maintain integrity in our relationships with our customers. With this purpose, we clearly recognize the need for exceptional Relationship Management (which might include resolving technical issues and responding to product delivery, billing, and requests regarding Statements of Work). We also understand the need for efficient and transparent communication in order to keep Sourcewell Members' projects moving forward smoothly and successfully.

The first step to ensure success in these areas is to define collaborative and clear SLAs that meet Members' needs. It is standard practice for us to respond to email and phone requests within two to four hours. We process orders within 24 hours of receipt (unless additional information is required), and we provide daily updates on any pending requests.

We are confident that our Account Team will fully support both daily needs and provide accessible, courteous, responsive, and seamless customer service. If Members ever require a higher level of support, we encourage them to escalate their request.

The following articulates our standard procedure with response times:

1. Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds
 - a. SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round-robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within 2-4 business hours
 - b. If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.
2. Voicemail response: Four (4) business hours from time customer has recorded message: All voicemails are answered or returned within 2-4 business hours
3. Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of customer's request
 - If quotes are out of a standard catalogue for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMS will take the following action:
 1. Reply to customer request within 2-4 hours, confirming receipt of request
 2. Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such as awaiting vendor response/additional specs are required from the customer.
4. New location set up: One to three (1-3) business days from vendor's receipt of customer's request
 - If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments.
 - If the item has already shipped and the customer needs to adjust shipment location, the IAMS will set up returns and make arrangements to resubmit to updated location, which should not take longer than 1-3 business days
5. Order entry accuracy: Ninety eight percent (98%) of total monthly volume
6. Orders entered timely (include order confirmation): SHI's standard SLA for order entry is within 24 business hours.
7. Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time
 - Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the customer at the time of quote or order placement and SHI will keep the customers informed of estimated delivery.
8. Time from product delivery to installation: This will vary based on product and installation requirements. SHI will work with the customer to develop a timeline/SOW for each installation and ensure that the timeline established is met.
9. Percentage of devices DOA: <1% per quarter: As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP
10. Contact installation location to inform product on the way and to schedule installation date: This will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.
11. Final installation of product: This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the customer informed should any changes to timeline occur.
12. Order received to product shipment: within fifteen (15) days ninety percent (90%) of the time
 - Should we expect a delay due to large quantity, complexity, product constraint, or similar, SHI will communicate the expected timeline with the customer and follow up consistently until the product is delivered.
13. Product shipment to installation complete: This requirement and timeline will be clearly defined in the SOW established between the customer and SHI and managed by the PM assigned to the project.

		It is important to note that SHI is built on a foundation of World Class Support. Adopting the process around this support is the first training all new employees receive when they start their career at SHI. Our Purpose is to deliver exceptional value and experience with passion as we help customers select, deploy, and manage technology; and our World Class Support is based on 4 tenets: 1) Acknowledge with a purpose; 2) Anticipate Needs and Issues; 3) Update Proactively; 4) Confirm Completion. We believe consistent, honest, and proactive communication will lead to extraordinary customer satisfaction.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all Sourcewell Members. With 175 Account Executives who live across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. SHI's Account Executive(s) will meet with State Agencies, Cities, Counties, and Municipalities to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. We will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. In addition, SHI is ready to provide training to educate Sourcewell Members across all geographic areas of a new contract.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SHI recognizes the tremendous value that Sourcewell brings to its Members through this cooperative contract. We are excited to train our Account Executives on this contract and will market and promote it to all Sourcewell members without exclusions, and with a focused Purpose and Passion that is incomparable.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have account executives who live in both Alaska and Hawaii and are ready to serve Sourcewell members upon award. Both Carlee Chung – our Public Sector Account Executive in Hawaii and Jim Steele – our Public Sector Account Executive Alaska uphold SHI's purpose with a passion and staunch affiliation.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are excited to promote and market a Sourcewell partnership, and our teams are ready to do so! We know the vital importance of marketing contracts and reaching all eligible Sourcewell Members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting Sourcewell. Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include Aimee Ballenger Public Sector Program Manager Aimee_ballenger@shi.com and Lauren Baines Public Sector Marketing Specialist Lauren_baines@shi.com We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this: First week: • Create a co-branded press release and work quickly to distribute to agreed-upon trade publications; • Post announcement along with contract details and contact information to www.shi.com; • Begin design of co-branded marketing materials including print, electronic, email, and presentations;

- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads;
- Create social media strategy;
- Design and implement Sourcewell secured website on www.shi.com including Sourcewell logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials;
- Finalize plans to publish and distribute;
- Begin distribution to current and prospective Sourcewell members;
- Implement initial social media strategy.

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series;
- Complete training and enablement for SHI sales force;
- Complete publishing and distribution of initial marketing materials;
- Analyze initial activity;
- Discuss next ninety day plan for marketing.

Ongoing:

- Design and publish national and regional advertising in trade publications;
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts.

SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also look forward to the Impact Education Conference and plan to contribute by exhibiting and presenting educational solutions to conference attendees.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). Sourcewell Members are welcome to attend these at no additional charge.

Custom Events - SHI will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Some of the digital marketing-related items that contract customers can expect to receive and access include: SHI Blog – With readership increasing exponentially, SHI's blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. Sourcewell Members can subscribe to our blog online: https://blog.shi.com/ and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News. Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, Sourcewell Members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – will host its first sporting event on August 30th! Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested. Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule. Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to Sourcewell Members.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI is prepared and eager to promote contracts arising out of this RFP, and we perceive Sourcewell's role as quite minimal. We ask that Sourcewell share pertinent SHI material on their website, making our contract information accessible to Members. Beyond that, we take full responsibility to integrate a Sourcewell-awarded contract into our sales process, using our proven formula to onboard and optimize contracts of similar size and scope, and we are committed to promoting this contract broadly and enthusiastically. With our prevalent, respected, and highly-certified sales support team, SHI will swiftly become a trusted advisor to your Members. Relying on our Address, Acquire, Adopt Methodology, we will ensure that we work harmoniously with Sourcewell Members, facilitating each project from inception through successful implementation to completion, and helping to uncover cost savings at all phases of a project lifecycle. As previously mentioned, we will integrate this new contract into our sales process seamlessly, with our AEs meeting early on and consistently thereafter with State Agencies, Cities, Counties, and Municipalities to listen, to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. Additionally, we will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. We will engage Sourcewell Members during the strategy and solution design phases of their projects and will assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations early in the process will lead to a more optimized project and cost savings. We will also provide extensive product and vendor specific support to ensure successful adoption and follow through during the life of the project. SHI has invested substantially in both Pre- and Post-Sales resources to better serve Sourcewell Members and their long term needs as they Address, Acquire and Adopt their the IT Lifecycle solutions. Armed with the support of all the leading manufacturers, every member of the SHI team is dedicated to helping Sourcewell Members and providing transparent support throughout the entire engagement.

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	When it comes to IT, procurement is never one simple step. We recognize the series of activities and procedures necessary to support the selection of IT equipment and services. IT procurement involves both strategic and administrative responsibilities, and SHI can facilitate that entire acquisition process. To help you obtain the right products and the best services, we offer a variety of procurement options and always customize them to fit Member's unique needs. All of our products and services are available to Sourcewell Members through an e-procurement ordering process, and current governmental and educational customers have used our eCommerce system with great success and ease! We will happily provide a "tour" of our online ordering system, or you can visit a sample on our website at https://portal.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91416 SHI stays current with eCommerce technology, and we've made great investments to UX to ensure customers can purchase, compare, get informed, and stay protected – all from the comfort of their office or home-office. With our Catalogue Customization Options; Approval Routing and Workflow; Reporting and Order Status features; and our PRO Renewal Organizer Timeline, Members can be confident knowing that their IT needs can be met efficiently, effectively, and safely through your personalized SHI eCommerce portal. SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalogue of products, and its business-to-business functionality includes innovative Custom Catalogue capabilities that provide personalized views of product information, enabling Sourcewell Members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. Catalogues can be as broad or as narrow as Members need! With thousands of manufacturers represented, product catalogues are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which Members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba Punch-out • Coupa • ePlus Procure+ • Hubwoo • Oracle OAG • cXML Punchout • Perfect Commerce Roundtrip • PeopleSoft Direct Connect • SAP OCI Roundtrip • Sciquest • Verian ProcureIT Our Ecommerce Specialists provide training to Sourcewell Members authorized to access their customized site (e.g., sourcewellmember@SHI.COM), and we will schedule trainings based on the customer's level of access to the site, collaborating with individual Members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors. Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.
----	--	--

Value-Added Attributes

Line Item	Question	Response *
-----------	----------	------------

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a vital component to success within any endeavor, and especially with technology products, equipment, maintenance, and operations! Our Corporate Training Group (CTG) is a newly acquired addition to what was already SHI's robust training department. Recognizing that technology adoption is just as essential as procurement, we invested in expanding and formalizing our Training Services for all our customers, including Sourcewell Members. While we believe that educating our customers is a huge part of their success (and ours!) and we generally include foundational-level education as a standard element of Pre- and Post-procurement consulting, our CTG group now provides optional, expert-level training in areas including Technical, End-User, and Microsoft-specific training, in addition to Professional Development and Custom Training programs. A leading provider in custom training solutions and services for over 25 years, Corporate Training Group by SHI provides a comprehensive curriculum of advanced technical training and forward-thinking professional development aimed to empower Sourcewell Members and to increase productivity for all their IT environments. Our CTG team of approximately 20 trainers is led by Rob Eyerkus and Kathy Mathews. The team has been together over 10 years, ensuring loyalty, trust, and quality for all learners. Pricing is determined in collaboration with Sourcewell Members – with consideration given to the technology focus; online versus face-to-face training; and one-on-one versus group training. Please feel free to explore more details and options at https://www.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95722
----	--	---

37	Describe any technological advances that your proposed products or services offer.	When IT is the focus, technological advances are expected. Hardware and software provide obvious technological advances for Sourcewell Members; but SHI offers more than advancement through products alone – in addition to products, our experts who comprise our technological services teams help advance Members' technology in myriad ways! Articulated below are just a few offerings: CLOUD: One tremendously important technological advance we offer, for instance, is facilitating the transformation of Members' Data Centers to support a modern Hybrid Infrastructure, making their journey to successful Cloud technology possible. Our recently-developed Cloud and Innovation Solutions (CIS) group helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure Members stay on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' IT environment. Our certified architects and technical consultants combine their industry expertise to deliver services that advance Members' IT business via public, private, and hybrid cloud technologies. A highlight of our CIS support services includes Cloud Platform(s) Service Onboarding; Reporting & Analytics; Advisory Services; and Volume Licensing Expertise (plus more!). SECURITY: In addition to advancements in Cloud and Innovation, SHI recognizes Security as one of the IT field's biggest issues, and our customers – from K12 to Federal to Local Government – are all concerned with compliance, vulnerability, security resources, and budget. Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats. Our sales of security products and solutions have nearly tripled over the past 10 years, and at over \$667 million, SHI is one of the largest securities solution providers in the world. Our presales and consultant Security Architects have both vendor-specific and vendor-neutral certifications and decades of operational experience, and they use their prowess to help customers remain compliant, safe, operational, and within budget in at least six Security areas: Identity and Access Management; Application Security; Data Centric Security; Data Center and Cloud Security; Threat and Vulnerability Assessment/Management; and Security Program and Operations. Desktop Virtualization Capacity Planning: SHI's Capacity Planning Assessment is a Value-Add service conducted over a 30 Day period to deliver a sample analysis and documented findings of a customer's current desktop environment. This service advances Member's technology by providing them with a more efficient and effective desktop virtualization implementation. We help eliminate guess work and the risk of under-scoping or over-scoping the infrastructure to support the desktop virtualization environment. Envisioning Office 365: Our Envision service consists of a three- to five-day engagement in which we review a Member's current Active Directory, review their current Exchange environment, interview key decision makers, and provide them with a high-level strategic plan to migrate or build a hybrid O365 Strategy. SHI's Envisioning Office 365 is a Value-Add service. Infrastructure and Optimization – VOA & HCA: vSphere Optimization Assessment (VOA), powered by vRealize Operations, provides 360-degree visibility into capacity, performance, and configuration across multi-cloud environments through predictive analytics and unified single console. This service is ideal for Members looking to manage everything from their infrastructure stack to applications all while saving on their cloud resources. The Hybrid Cloud Assessment (HCA) helps Members understand their existing private cloud costs and conduct public and private cloud cost comparisons to decide which, if any, workloads to move to the public cloud. SHI experts provide an analysis report that shows the expenses of Member's infrastructure in a private cloud environment and that evaluates the cost of running the same infrastructure on other public cloud environments like Amazon Web Services (AWS) and Micros Azure. SHI's VOA and HCA combined assessments are Value-Add Services conducted over a 30 Day period to deliver a complete analysis and documented findings, helping to advance Member's technology.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful both our local community and the larger environment and work to reduce any damaging effects from our organization, while protecting the safety and wellbeing of our staff. Our environmental initiatives focus on four areas: • Energy use (office and equipment) • Business travel • Waste management • Asset redeployment, recycling, or proper disposal And we exercise due diligence to: • Adhere to local and international environmental legislation • Increase employee awareness • Adopt best practices • Monitor usage SHI's goal is to consume less energy and reduce our environmental impact. We take action through: • Monitoring power consumption • Reducing Scope 2 greenhouse gas emissions at 1% reduction per year, since our power consumption goal and Scope 2 greenhouse gas goal are directly linked together • Establishing a goal of 100% for recycling paper, plastics, glass and cardboard • Using advanced energy-saving systems such as automatic lights and energy-saving computer monitors • Using materials from renewable resources, non-toxic materials and recyclable items

SHI has reduced our travel-related environmental impact by promoting:

- Teleconferencing and other collaborative working tools to limit the number of individual business trips
- A Work-from-Home policy, whenever possible
- Flexible working hours
- Use of public transportation

SHI encourages individual responsibility and supports recycling initiatives in the following ways:

- Monitoring the purchase of cut sheet paper
- Striving to reduce paper consumption by 1% per year
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment in accordance with local regulations
- Donating IT assets to those who would not otherwise have access

SHI is committed to reducing our energy use and to saving Mother Earth through innovative, environmentally-friendly ways. Ranging from rooftop solar panels to zero irrigation landscaping at our Headquarters, our sustainability efforts demonstrate breadth and depth.

Below are just some of the ways SHI has devoted efforts to environmentally conscious actions:

- 500-kilowatt rooftop solar panel arrays at HQ
- 327-kilowatt rooftop solar panel arrays at Varga warehouse
- Energy efficient lighting that reduces lighting power density by 50%
- Naturally lit open offices
- Occupancy sensors
- Water efficient plumbing fixtures that are anticipated to reduce water usage by 40%
- Low VOC (Volatile Organic Compounds) finishes
- Zero irrigation landscaping
- Carpeting with a high percentage of recycled material
- Low-flush water closets

We qualified for the Leadership in Energy and Environmental Design (LEED) Commercial Interior Silver certification. This project, along with our building renovation, signifies SHI's tremendous growth and is a physical representation of our dedication to sustainability. Our SHI HQ solar panels, for instance, produce approximately 25% of the electricity for both East and West wings. Please feel free to view our video, which celebrates our green initiatives and shows our solar panels in action, by clicking SHI Green or by visiting <https://youtu.be/eZhNpTKEvY>.

In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets through our sustainable IT solutions. Some of our customer/partner initiatives include recycling office equipment and related items in compliance with county, municipal, and EPA guidelines. As a result of our efforts, in March 2013, SHI received its Gold LEED Green Certification.

Asset Recovery for Hardware Products

Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help Sourcewell Members stay ahead of the curve, working diligently with Members to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps to dispose of or redeploy old technology in a way that not only assures compliance but also keeps corporate data from being compromised.

Our disposal processes provide several benefits, many of which other technology vendors don't provide, including:

- Integration: SHI provides a data-feed designed to be incorporated directly into existing asset management systems rather than in complex spreadsheet or database form;
- Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;
- Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;
- Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.

Our asset disposal and redeployment services can be customized and used in any combination to meet Members' unique needs, making us an ideal partner for any solution. With our customers always in mind, we will ensure we pick up Members' assets for processing; help remarket, redeploy, donate, or dispose EOL assets; conduct inventory and assessments of all assets; and

- Offer end-of-lease processing;
- Conduct software license harvest and redeployment services;
- Provide a total solution one-stop-shop place for all technology end-of-life needs.

		Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish Members' asset disposal needs efficiently and effectively.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to corporations whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. Diversity at SHI 2019 SHI ranks #244 Among Forbes' Top 500 Best Employers for Diversity 2019: "While many organizations have struggled to cultivate cultures that welcome and support all workers, some have been making progress. Forbes set out to identify the companies doing just that with our annual ranking of America's Best Employers. Results for the survey were compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees." We are proud to be ranked among the most diverse employers on this most recent list and are constantly taking actionable steps to increase diversity and inclusivity for our organization. Forbes URL: https://www.forbes.com/sites/vickyvalet/2019/01/15/americas-best-employers-for-diversity-2019/#168da4cc2bda SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Diversity Awards (Historical Listing) • AT&T Mega Deal Supplier Diversity Award • McAfee Partner of the Year • Cisco Commercial Partner of the Year • Cisco Commercial Territory Partner of the Year • SHI Achieves AWS Managed Service Partner Status • Citi Lean Partner Award • Microsoft US Public Sector 2017 Partner of The Year • HP U.S. Print Hardware National Solution Provider of the Year • Forbes America's Best Midsize Employers • Hewlett Packard Enterprise Global Financial Services Partner of the Year • Microsoft Top Partner Windows Commercial Revenue • Nutanix Velocity Partner of the Year • Ranked 9th on CRN's 2017 Solution Provider 500 • SAP Ariba Supplier of the Year • Microsoft's SLG Channel Partner of the Year

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its Members. In fact, we share a very similar vision and mission, and strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology. We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day. SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And Sourcewell Members will benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation. We provide custom technology solutions for every aspect of Members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry. License Program Management In large part because of our License Management Program, SHI is the most unique and effective license provider in the industry. Our license-tracking system and workflow have been automated to enforce purchasing rules and to minimize the opportunity for errors. This program includes License Management System —Our Software Licensing Center will create Licensing Documents that pertain to Members' specific Licensing Agreements. License Allocation System —this system was created to provide our customers with a tool for managing the allocation of licenses purchased under Enterprise-type Agreements. License Redeployment Management Service—this service helps organizations that are looking for solutions to reduce the total cost of ownership of their computer hardware and software. In addition, we provide: • A dedicated account and service team empowered to commit resources to address the needs of your organization; • A flexible service approach that allows SHI to adjust its processes and procedures to meet your changing IT needs; • An innovation strategy that ensures your organization is made aware of additional opportunities to improve service, reduce costs, and increase satisfaction for your own customers/users; • A professional Corporate Training Group; • A practice dedicated to Cloud & Innovative Solutions; • Customized Reporting; • On-line Procurement; • Volume License and Hardware Program Management; • Pre-Sales Support from SHI's Software and Hardware Teams; • Staging & Inventory; • Electronic Software Distribution; • Online Invoicing; • E-Commerce Integration; • Renewals Organization Services Manufacturer Relationships go a long way in helping our customers SHI has relationships with manufacturers to assist Sourcewell Members in 1) reducing their expenditures on IT hardware and software, 2) negotiating and benefitting from volume-based pricing programs, and 3) managing the lifecycle of their IT assets. Cost Savings Opportunities SHI understands that Members want to purchase products at the lowest possible price, so we initiate a sourcing process for each transaction that ensures we begin at the lowest price possible. We base our discount structure on SHI advertised price and do not inflate the price for RFPs. In addition, we identify volume discount programs, training each Member's Account Team comprehensively to do so; if there is a product available at a bulk price or a formal discount program from which Members benefit, the Account Team will bring these opportunities to Members' attention. Finally, we maintain award-winning relationships with many distributors in order to ensure that our pricing is always competitive, allowing Members to attain value from the combined buying power of all SHI customers.
----	---	---

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	SHI enthusiastically will provide products and services to Sourcewell Members in Canada! In fact, our expansion currently taking place makes us uniquely qualified to grow this segment of the contract. Today SHI's Canadian team is comprised of 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal). Those field AEs are supported by 6 Inside Account Managers, located in Austin, TX. An additional 4 IAEs, who are phone-based sellers covering Canada, augment the field sellers. And from a support perspective, we have 2 in-country field solution engineers – one focuses on UCC and the other, DataCenter, with 2 Microsoft Licensing Executives and 1 Cisco business development representative specific to Canada. As of January 1, 2020 our ability to provide products and services will increase dramatically, as SHI's Canadian team will include 30 AEs – likely 20 in Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales, both the IAEs and IAMs, to support the added headcount in the field. We also plan on doubling our technical resources by this date as well! Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. Our distribution network is similar to what we use in the U.S. – primarily Ingram, Tech Data, and Synnex, and we rely on the distributor network to perform those types of services on our behalf.
----	--	---

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental; but some will limit the number of claims, charge a deductible per accidental incident, and do not cover spills (depending on the OEM). We will provide additional detail on specific manufacturers as needed.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. If SHI Complete Care is purchased it does not cover water submersion claims, surge protection, intentional damage, or acts of nature.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. SHI Complete Care, described below, is vendor neutral and may be able to support in warranty OEM claims for select manufactures. If the customer purchases SHI Complete Care for their new devices, they will be 100% supported during the term of the contract.

48	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: In order to request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer. Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher. At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!
----	--	--

49	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original Manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Our Enterprise Warranty Services will extend the life of Member's technology investment and will keep their systems – and their business – running at peak performance. The benefits of our Enterprise Warranties include • Coverage up to 5 years; • 24/7 technical support; • U.S.-based call center; • Global support capabilities; • 100% coverage for commercial use, parts, labor, and accidental damage; • \$0 deductible. In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides • 100% coverage on parts and labor, normal wear and tear, and power surges; • "No Lemon" guarantee; • Replacement for products that are beyond repair; • No deductibles, hidden fees, or surprise charges; • Commercial use. Members' SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where Members need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use! If Members maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep them covered. Our field engineers serve as an extension of the IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to Member's organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support Member needs, no matter where the equipment is located.
----	--	---

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI is an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. Differences between Hardware Leasing and Software Financing Typically, our two lease options include Hardware (equipment) and finance Software. Hardware Leasing: SHI offers the following types of hardware leasing: Fair Market Value Lease (FMV) – FMV allows customers to use equipment for a specific term with the return of that equipment at the end of the contract. Customers can extend for a period or purchase equipment at the Fair Market Value. FMV is the most flexible option, and usually, at the end of the lease, we send equipment to our refurbishment partner for resale. \$1 Buy Out Lease - Some customers prefer to own the equipment at the end of the term. This option is a capital lease put on the Lessee's balance sheet as a capital expense. The benefits to leasing hardware with SHI include : • All equipment costs are covered with no need to obtain additional financing elsewhere. • Cash is available for income-producing investments. • Lease payments are fixed and easy to budget. • Technology doesn't become obsolete. • Risks are reduced, as add-ons and replacements are fast and easy. • Paperwork is reduced since the lessor handles all the invoices. • Diversity spending. The Lessee can have equipment and even other vendors' products and services included in the lease and receive diversity credits. • Planned Replacement. Leasing allows the customer to have a built-in replacement schedule. • Warranty and maintenance costs are reduced. • Leasing matches the expense to the benefit. • Customers do not need to dispose of equipment. • Payments are predictable and are not subject to interest rate fluctuations. Software Financing SHI offers Installment Payment Agreement (IPA), which provides ownership at the end term for transactions that are software and services based.
----	---	---

52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. Once customers submit their requests for quotation to the Inside Account Team, a dedicated Inside Account Manager (IAM) will research the product and create a quotation based on the terms and conditions of the contract. The quote can then be published to shi.com, where the customer can retrieve the quote to place the order electronically with SHI. We also support ordering by phone, online ordering and email orders. All product offerings are available for online ordering, including non-catalogue items which are supported via our published quote feature. Published quotes are custom quotes the Inside Team creates and publishes to the website so the customer can log into their web catalogue and complete their purchase. The Inside Team creates customer quotes in Sales Center, an internal quote tool that is connected to our distributor network providing access to the most current inventory and pricing when our customers need a quote. Orders are entered into our A/X Order Entry System and updates for order confirmation and tracking are automatically generated and sent to the end user who placed the order. Customers may also track orders using their login on shi.com Our order management system is a complete order tracking and order maintenance system. All of the information resides on IAM desktops. Each day, we receive the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the Sales Orders and are ready for immediate access by the designated Inside Account Manager. In addition, we provide this tracking information directly to our customers through Your Home at SHI. Authorized Sourcewell members can log onto our web site to check order status and tracking data direct from the carriers. We fully understand Members' need for flexibility in reporting, as well as the need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, by division or by bill to or by another criterion specified by Sourcewell. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Sourcewell, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Sourcewell as well as individual Members.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	SHI accepts Credit Cards for purchases. Purchases up to \$50,000 will not incur any additional fees. A credit card transaction fee will be incurred for purchases over \$50,000.

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
-----------	----------	------------

54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We propose a 4.5% discount off of SHI Advertised List Price for all products purchased under this contract and believe presenting one discount across all product categories makes this contract more straightforward and efficient. It is important to note that this proposed discount is a minimum one, and there are many instances in which we can – and will – provide a greater discount. Whenever possible, we pass discounts and savings to our customers. Sourcewell can access detailed pricing data via our online catalog found at https://www.publicsector.shidirect.com/ We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners; we establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. We are happy to provide more detailed information regarding service pricing upon request and have attached to this proposal a Sample Pricing Form, which includes reasonable estimates, for your review. We have attached a pricing document for your reference in the document upload section.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SHI is offering 4.5% discount off of Advertised List for all products.
56	Describe any quantity or volume discounts or rebate programs that you offer.	In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that we offer, there will be many opportunities for us to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products will be considered contract purchases and therefore offered at a 4.5% discount.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract it would be hard to detail every item that will not come standard with a given purchase. However, some additional charges we do address are non-standard shipping options, detailed in question 59 and credit card fees detailed in question 53. In addition, installation, project management, training and additional set-up services would not be part of a standard cost unless a customer specifically requests these services.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	SHI is able to ship products via any method the customer desires. These include: Standard Delivery - product is delivered to a fixed delivery point (such as a warehouse). Often times, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. Inside Delivery - product is delivered to a location inside of a customer's building. SHI's logistics company is responsible for unloading the delivery vehicle. Loading dock may or may not be available. There is a fee associated with Inside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Deskside Delivery - SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with Deskside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Overnight and Second-Day Delivery - this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quote.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, and Canada the perimeters set forth in answer 59 apply. For offshore delivery it will depend on the products and locations where it is being delivered.

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As detailed in response to answer 26 above, we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. We receive electronic feeds from these distributors as well as the top publishers/OEMs in the industry. Our strong affiliations allow us to source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.
----	---	---

Pricing Offered

Line Item	The Pricing Offered in this Proposal Is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We take contract compliance very seriously, and to that end, we have a team within our Inside Sales Organization that is focused solely on this aspect of the business. Upon award, Denise convenes the ISO team to review the entire response and resulting contract. They create a document detailing all the specific facts regarding an SLA or a contractual obligation (reporting, pricing, and so on). After the document is complete, all supporting team members become trained around the contract. Once the contract is live, the compliance team conducts random quote audits to ensure that the contracted pricing is being honored. In addition, the team runs monthly reports to check all orders that have been placed. In the rare instance that an error is found, the customer is notified and the issue is immediately resolved. A team that is separate and distinct from our sales organization is responsible for reporting and submission of administration fees. We will capture the Sourcewell contract number upon order entry (this contract number is tied to the customer in our order entry system). When the usage report is due, our Sales Analyst team will pull all contract orders and send that data directly to Sourcewell. Once agreement is established, the Sales Analyst will request and send a check for the correct amount.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1) Overall sales revenue – the first, and most obvious, is simply the amount of sales that are being done through the contract. We look for these to grow each month. 2) Number of entities using the contract – we believe that in order to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3) Number of AEs who are using the contract – In addition to the number of public entities who use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our consortia contracts. 4) Customer Feedback – we rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their jobs easier. When we lead with Sourcewell and educate Members on value, we expect we will get positive feedback.
66	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated or certified).	As a reseller SHI can only report the information given to us by the OEM or publisher community. We will work with Sourcewell and the publisher community to report as needed.

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	If requested, SHI can point customers to the OEM website or to the publishers directly to obtain this information.																																				
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	SHI has extensive experience administering and supporting consortia contracts quite similar to Sourcewell, and we are confident that our strategy to implement and manage multiple contracts is both reliable and robust. Most importantly, we have made the conscious decision to collaborate with only a few select Consortia partners in order to provide proactive, personalized support to those Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. Our strategy to implement and manage these few contracts is simple: we take great care to meet the needs of each participating entity, whether that be an individual agency, city, county, township, school district, or higher education institution. Account Teams will meet regularly to audit the contract and to discuss areas in which SHI offers, or can offer, additional services in support of Sourcewell Members. Furthermore, SHI's Account Executives regularly meet with Sourcewell Members to discuss their purchase history, Volume Licensing Agreements, and upcoming projects, and needs. We listen attentively and use our Customer Business Review process to articulate Members' purchasing history and to identify opportunities for consolidation or more efficient use of pricing agreements. As appropriate, we will also hire and train additional Account Executives to ensure suitable coverage for the success of all Sourcewell Members. Finally, SHI dedicates a team to oversee our marketing plan for Sourcewell to ensure maximum participation, providing for a smooth experience for the current contract users as well as entities who join the contract during the agreement term. Our strategy for success with multiple purchasing contracts is further comprised of these steps: • Account Executives for each State and Region establish relationships with Members and IT administrators within the organization and update our CRM to record that contact. Each member receives SHI contact information, website information, and contract guidelines. • SHI's Inside Sales Team members give Members a tour of our website (shi.com), where they can create quotes, purchase items, obtain order status, and generate reports of their purchases. • SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter and other correspondence. • SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all relevant Members and discuss SHI's support plan and our partners' solutions. • SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments. Each facet of our approach converges to ensure that SHI meets (and then exceeds!) both the Scope of Work and Terms and Conditions for each Member. As an example of our successful strategy, Jennifer Jensen, a NASPO SVAR customer from the City of Scottsdale who has worked closely with us praised: "...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and [our] inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."																																				
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	SHI has the experience and vendor partnerships in place to bring value to Sourcewell members. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners. <table><tbody><tr><td>3M COMPANY</td><td>Authorized Partner</td></tr><tr><td>ACER</td><td>Authorized Partner</td></tr><tr><td>ADOBE SYSTEMS, INC</td><td>Platinum</td></tr><tr><td>ADTRAN</td><td>Authorized Partner</td></tr><tr><td>APC</td><td>Elite Business Network Partner</td></tr><tr><td>APPLE, INC.</td><td>Corporate Reseller</td></tr><tr><td>ARUBA NETWORKS, INC.</td><td>Platinum Partner</td></tr><tr><td>AVAYA COMMUNICATION</td><td>Emerald Reseller</td></tr><tr><td>AMAZON WEB SERVICES</td><td>Authorized Partner</td></tr><tr><td>BARRACUDA</td><td>DMR #2 Partner</td></tr><tr><td>BELKIN</td><td>VIP Level</td></tr><tr><td>BLACK BOX</td><td>Authorized Partner</td></tr><tr><td>BLUE COAT SYSTEMS, LLC</td><td>Authorized Partner</td></tr><tr><td>BMC SOFTWARE</td><td>Driver Level</td></tr><tr><td>BORLAND SOFTWARE COMPANY</td><td>Authorized Partner</td></tr><tr><td>BRENTHAVEN</td><td>Authorized Partner</td></tr><tr><td>BROCADE COMMUNICATION SYSTEMS (Ruckus)</td><td>Authorized Partner</td></tr><tr><td>CANOVA PERKINS</td><td>Authorized Partner</td></tr></tbody></table>	3M COMPANY	Authorized Partner	ACER	Authorized Partner	ADOBE SYSTEMS, INC	Platinum	ADTRAN	Authorized Partner	APC	Elite Business Network Partner	APPLE, INC.	Corporate Reseller	ARUBA NETWORKS, INC.	Platinum Partner	AVAYA COMMUNICATION	Emerald Reseller	AMAZON WEB SERVICES	Authorized Partner	BARRACUDA	DMR #2 Partner	BELKIN	VIP Level	BLACK BOX	Authorized Partner	BLUE COAT SYSTEMS, LLC	Authorized Partner	BMC SOFTWARE	Driver Level	BORLAND SOFTWARE COMPANY	Authorized Partner	BRENTHAVEN	Authorized Partner	BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner	CANOVA PERKINS	Authorized Partner
3M COMPANY	Authorized Partner																																					
ACER	Authorized Partner																																					
ADOBE SYSTEMS, INC	Platinum																																					
ADTRAN	Authorized Partner																																					
APC	Elite Business Network Partner																																					
APPLE, INC.	Corporate Reseller																																					
ARUBA NETWORKS, INC.	Platinum Partner																																					
AVAYA COMMUNICATION	Emerald Reseller																																					
AMAZON WEB SERVICES	Authorized Partner																																					
BARRACUDA	DMR #2 Partner																																					
BELKIN	VIP Level																																					
BLACK BOX	Authorized Partner																																					
BLUE COAT SYSTEMS, LLC	Authorized Partner																																					
BMC SOFTWARE	Driver Level																																					
BORLAND SOFTWARE COMPANY	Authorized Partner																																					
BRENTHAVEN	Authorized Partner																																					
BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner																																					
CANOVA PERKINS	Authorized Partner																																					

CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMSCOPE, INC.	Authorized Partner
COMMVAULT SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATACOM	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC.	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner
GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premier & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAFEE, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier
OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
Red Hat	Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanium DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELECTRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level
WESTERN DIGITAL	Authorized Partner
XEROX CORPORATION	Authorized Partner

In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.

- Adobe RSA - enVision (RSA - enVision 3.7)
- Adobe GIAC Certified Intrusion Analyst (GCIA)
- AGOEA TOGAF
- APC Technical Consultant for Data Center
- Apple Certified Technical Coordinator 10.7
- Apple MacOS X 10.7 Support Certification
- Check Point Certified Security Administrator
- Check Point Certified Security Administrator
- Check Point - Certified Instructor
- Check Point - Certified Security Expert+
- Cisco CCIE #23895 R&S
- Cisco advanced Wireless
- Cisco CCDA
- Cisco Certified Network Associate
- Cisco Data Center Storage Networking Design Specialist
- CCIE-19985 Routing & Switching
- Citrix - Netscaler Basic Operations and Admin
- Citrix Certified Administrator XenServer (v5.0) (CCA)
- Citrix Certified Administrator Xen Server
- Citrix Certified Administrator Xen Desktop
- CIW v5 ASSOCIATE
- Commvault ServiceAdvantage - Project Management Methodology Training
- CommVault Certified Services Associate Assessment - CVCSA
- CommVault Solution Architect Certification - CVSA
- CommVault® Technical Sales Professional Accreditation - CVTSP
- Compellent Storage Center
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- CompTIA A+
- CompTIA Server+
- DataCore DCIE
- Dell Blade Server Solutions - Technical
- Dell SC Series Storage Professional Certification Exam
- Dell Certified Professional - SC Series Storage
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Expert - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- EMC EMCTA
- EMC EMCPA
- EMC -PA
- EMC-Technology Architect
- EMC-Technology Architect
- Exin ITIL v2
- Exin ITIL v3
- HP Service Manager 9.x Software
- HP APP - HP Enterprise Solutions
- HP AIS - HP ProCurve Networking [2010]
- HP- AIS- Operations Manager Software v8 for Wins
- HP Operations Orchestration 9.x
- HPE ASE - Storage Solutions Architect V3
- HPE ATP - Storage Solutions V3
- HPE Master ASE - Storage Solutions Architect V3
- IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1
- IBM Certified Deployment Professional - Security Access Manager for Mobile
- ISC2 - (CISSP) Certified Information Systems Security Professional
- ISC2 - (ISSAP) Information Systems Security Architecture Professional
- ISC2 - (ISSEP) Information Systems Security Engineering Professional
- ISC2 - (ISSMP) Information Systems Security Management Professional
- ITIL - V3 Foundations
- Exin - ITIL Foundations
- ITIL - Foundations
- LanDesk CLE
- LanDesk Certified LANDesk 9.0 Engineer
- LanDesk 8.8 Engineer
- McAfee Data Protection
- McAfee Network Security
- McAfee Risk & Compliance Management
- McAfee System Security
- Metastorm Provision
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7
- Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration
- NetApp - Accredited Storage Architect
- Novell CNE
- Novell Certified Workload Management Administrator

		• Novell Systems & Resource Technical Specialist • Oracle VM Pre-Sales Assessment • Oracle Planning and Budgeting Cloud Service Specialist • Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist • Red Hat Certified Technician (RHCT) • RSA Certified System Engineer • RSA - Certified System Engineer - DLP • SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN) • Secure Computing / McAfee Sidewinder v7 • Secure Computing / McAfee IronMail 6.5 • Security Horizon IAM - NSA INFOSEC Assessment Methodology • Security Horizon IEM- NSA INFOSEC Evaluation Methodology • SonicWall Certified SonicWALL Security Administrator • Splunk Sales engineer I • Symantec STS • Symantec Authorized Symantec Consultant • Symantec DLP 10.5 • Symantec Technical Specialist - Network Access Control • Symantec Data Loss Prevention STS 10.0 • Symantec Technical Specialist • VMware Certified Design Expert • VMware VCP 410 • VMWare VCP 410 • VMware VTSP Business Continuity Technical Sales Accreditation 4 • VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals • VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals • VMware Desktop Virtualization Technical Sales Accreditation 4 • VMware VCP - VMware Certified Professional • Watchguard WCSP • Websense Hosted Security Should Sourcewell be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.
70	Summarize your current approach to serving Sourcewell members in each vertical (state and local government, education, and not-for-profit) and plans to grow utilization of your solutions in the event of a Sourcewell contract award.	Our initial approach to facilitate solutions for Sourcewell Members in each vertical includes putting our best people in place with a clear purpose and a tangible passion for success. Our team is empowered and has the autonomy to respond directly to Member requests. Additionally, we have ensured that SHI support teams, who work regionally and vertically, have the training and resources they need to provide Members with immediate, accurate, up-to-date information and the authority to take action when needed. Sourcewell and its Members will have the support of the entire SHI team starting from the top down. We will grow our solutions in unison with a growing Sourcewell Member base, keeping pace with the demands and expanding proactively and – always – using best practices. Denise Verdicchio, our Senior Director of Public Sector Sales has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and sustains her team in the public sector; she has executive authority to approve terms and to resolve issues, and she responds to inquiries within 8 business hours. Denise is dedicated to supporting the Sourcewell contract and ensuring its success. Denise leads the Public Sector team, who is prepared and eager to support Sourcewell members. Our Account Executives, who live work, and play in the communities they serve, are dedicated to each vertical and will support State and Local Government, Education, and not-for-profit customers across the US and Canada. This Public Sector sales force will actively promote the availability of Sourcewell to customers and prospects across the country. With the assistance of our Public Sector marketing team. Sourcewell members will benefit from SHI's laser focus to be the best, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Many of our customers have inquired about our relationship with Sourcewell; we are eager to contribute to your organization and are zealously confident that we are the ideal Sourcewell partner for this contract. We offer a fresh, new perspective to your Members and have worked tirelessly to improve as both a reseller and a total Solutions Provider. We bring integrity, purpose, and passion to Sourcewell and are grateful for your consideration.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Financial Strength and Stability - SHI Financials 2018-17.pdf - Tuesday August 13, 2019 17:28:09
 - Marketing Plan/Samples - Sourcewell Marketing Plan Draft and Sample marketing piece.pdf - Tuesday August 13, 2019 17:29:37
 - WMBE/MBE/SBE or Related Certificates - WBE Certificate_Exp_02-28-2020.pdf - Tuesday August 13, 2019 17:28:33
 - Warranty Information (optional)
 - Pricing - Sourcewell Pricing.pdf - Tuesday August 13, 2019 20:48:59
 - Supplemental Pricing Documentation (if needed) (optional)
 - Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Aimee Ballenger, Public Program Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-SHI**

This Amendment is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Vendor).

Sourcewell awarded a contract for Technology Catalog Solutions to Vendor (#081429-SHI) effective November 12, 2019, until October 30, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

Vendor has requested to amended the Original Contract to expand the interpretation of the term "Vendor."

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree to amend the Original Contract as follows:

1. This Amendment is effective upon the date of the last signature below.

Remainder of page intentionally left blank.

2. As used within the Original Contract, any reference to "Vendor" will be interpreted to also include SHI Government Solutions, Inc.

Except as amended by this Amendment, the Original Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authc...C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/13/2020 | 9:03 AM CDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coauette
Authc...7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/13/2020 | 9:09 AM CDT

SHI International Corp.

DocuSigned by:
By: Kristina Mann
Authc...2A3B1E59B06C459...

Kristina Mann
Name – Printed

Title: Sr. Lead Contract Specialist

Date: 3/13/2020 | 8:56 AM CDT

EXHIBIT B



Pricing Proposal
Quotation #: 22599669
Created On: 10/6/2022
Valid Until: 10/31/2022

CITY OF KISSIMMEE

Jim West

ACCOUNTING DEPT.
101 N.CHURCH STREET
KISSIMMEE, FL 34741
United States
Phone: 4075182510
Fax:
Email: jwest@kissimmee.org

Inside Account Executive

Thomas Morrow

290 Davidson Ave Somerset, NJ 08873
Phone: 732-564-8522
Fax: 732-564-8224
Email: Thomas_Morrow@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Splunk Enterprise - Term License with Standard Success Plan - 50GB/day Splunk - Part#: SE-T-LIC-ST Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: - 10/20/2023 Note: year 1	1	\$37,673.13	\$37,673.13
2 Splunk Enterprise - Term License with Standard Success Plan - 50GB/day Splunk - Part#: SE-T-LIC-ST Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/21/2023 - 10/20/2024 Note: year 2	1	\$37,673.13	\$37,673.13
3 Splunk Enterprise - Term License with Standard Success Plan - 50GB/day Splunk - Part#: SE-T-LIC-ST Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/21/2024 - 10/20/2025 Note: year 3	1	\$37,673.13	\$37,673.13
Total			\$113,019.39

Additional Comments

Please Note: Splunk has a no returns policy

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

ITEM 7.D

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

Request

Approve the First Amendment to the CDBG Program Contract with DB Civil Construction, LLC for the Hudson Street Improvement Project.

Explanation

On January 24, 2022, the City of Kissimmee entered into a CDBG contract with DB Civil Construction, LLC to pay for paving and other improvements to the Hudson Street project. Per the contract, the completion date for the project was September 30, 2022.

However, due to a number of unforeseen circumstances such as delays in availability and delivery of materials and the most recent hurricane, the project was not completed on time. The contractor is requesting additional time to complete the project. In order for the project to be completed and to allow staff to conduct all of the administrative close-out steps necessary once it is completed, staff would like for the contract to be extended until March 30, 2023. The contract price of \$373,204 remains unchanged.

Recommendation

Approve the First Amendment to the CDBG Program Contract with DB Civil Construction, LLC for the Hudson Street Improvement Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) First Amendment to the CDBG Contract - Hudson Street Improvements

**FIRST AMENDMENT TO THE COMMUNITY BLOCK GRANT (CDBG) PROGRAM
CONTRACT FOR PUBLIC IMPROVEMENTS BETWEEN
THE CITY OF KISSIMMEE, FLORIDA
AND
DB CIVIL CONSTRUCTION, LLC**

This **First Amendment to the CDBG Program Contract** (hereinafter referred to as the "First Amendment") is entered into on November 15, 2022, by and between the **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (hereinafter referred to as "City") and DB Civil Construction, LLC, with a mailing address of 4475 S US, STE 502, St. Augustine, FL 32086 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on January 24, 2022 City and Contractor entered into the CDBG CONTRACT (the "Contract"); and

WHEREAS, owing to the construction material shortages associated with the COVID-19 pandemic, Contractor was unable to obtain the materials necessary to complete the project within the expressed term of the Contract and now requires additional time to fulfill its obligations under the Contract; and

WHEREAS, the City Commission agrees to extend the term of the Contract and finds that said extension complies with all CDBG rules, requirements and regulation.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which are hereby acknowledged, each Party hereby promises to the other as follows:

1. All references in the Contract to the expenditure deadline of September 30, 2022 shall be stricken and extended to March 30, 2023.
2. All other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Contract, each upon the date set forth next to his/her name.

Signed in the presence of two witnesses:

DB Civil Construction, LLC

Signature

By:

Print Name: David Borchert Name: Dalton Baylor

 Title: President
Signature

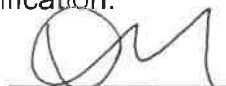
Print Name: Michael T Coble

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me this 1 day of November 2022, by Dalton Baylor, as President of DB Civil Construction, LLC. He/She ☒ is personally known to me or ☐ who has produced _____ as identification.




NOTARY PUBLIC
Print Name: Victoria Murphy
My Commission Expires: 2/10/26

ATTEST:

By: _____
City Clerk

**CITY OF KISSIMMEE, FLORIDA,
a municipal corporation**

By: _____
Mayor
Date: _____

ITEM 7.E

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

Request

Approval of Task Work Order No. 5 & 6 with RS&H, Inc. to provide additional design services for the Woodside Drainage Improvement project.

Explanation

On February 1, 2022, the City Commission approved Amendment No. 4 to Task Work Order No. 4 to increase the design cost by \$64,560.34 in order to address the Federal Aviation Administration (FAA) requirements of an Obstruction Evaluation/Airport Airspace Analysis permit, as well as phasing coordination and a redesign of the storm drain along the airport to limit construction activities near the medium-intensity approach lighting system. Also required, was a redesign of the storm drain along Dyer Boulevard as a result of utility conflicts.

Subsequently, during the design phase of this project, additional unforeseen issues were discovered impacting the design schedule and cost to complete this project:

Task Work Order No. 5 will increase the current contract by \$92,220.00. This will require additional coordination with the Kissimmee Gateway Airport (ISM) and FAA, additional utility coordination, designation, and engineering (topographic survey) within ISM, revising and resubmital of FAA Form 7460-1 and the Construction Safety and Phasing Plan to ISM and FAA, and revision of construction documents to address the persistent structural flooding within Mirador at Woodside Apartments. These additional services are within the project limits from west of Hoagland Blvd. to east of Dyer Blvd.

Task Work Order No. 6 will increase the current contract by \$74,580.00. This will also require additional design, plans production, environmental permitting, survey, and utility services to expand a portion of the airport canal immediately upstream of Shingle Creek and address the persistent structural flooding within Mirador at Woodside Apartments. These additional services are within the project limits from west of Heron Ditch to Shingle Creek and will complete the final design and environmental permitting for the Woodside Drainage Improvement Project, Phase 2.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945206 506393	SW1827		\$379,749.99	\$92,220.00
40945206 506393	SW1827		\$287,530.00	\$74,580.00

Financial Summary:

Adequate funds are available in the SW1827 project to cover the cost of the additional design services.

Recommendation

Staff recommends approval of Task Work Order No. 5 & 6 with RS&H, Inc. to provide additional design services for the Woodside Drainage Improvement Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) RS&H Woodside Work Order SA 5
2. (S) RS&H Woodside Work Order SA 6



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #: 5

Purchase Order #:
18-001803

DATE: October 20, 2022

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to RS&H, Inc. with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT: Provide additional coordination with the Kissimmee Gateway Airport (ISM) and FAA, additional utility coordination and engineering within ISM, additional utility designation, SUE and topographic survey within ISM, revise and resubmit FAA Form 7460-1 and Construction Safety and Phasing Plan to ISM and FAA, revise construction documents for additional phasing and utility information within ISM, as identified in Attachments A and B, Scope of Services and Fee Estimate, respectively, to address the persistent structural flooding within Mirador at Woodside Apartments. These additional services will complete the final design for Phase 2 of the project, which is from west of Hoagland Blvd. to east of Dyer Blvd.

FORM OF COMPLETED DELIVERABLES:

1. Plans – 5 sets of 11" x 17" prints and CAD files
2. Construction documents

BASIS OF PAYMENT: Services shall be made on the basis of Lump Sum method in accordance with the Scope of Services, the total not to exceed \$655,080.98 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 180 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Additional scope of services described in Attachment A	\$ 92,220.00
2)	
3)	
	\$ 92,220.00
Contract Dollars:	
	\$ 562,860.98
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	
	\$ 92,220.00
CONTRACT TOTAL DOLLARS:	
	\$ 655,080.98

Accepted By: Renato J. Gonzalez
(Signature)

Renato J. Gonzalez, PE

Requested By: Ashley L. Wilks
(Signature)

Engineering Manager

Title/Position: Vice President

Approved By: _____
City Manager (Signature)

City Engineer: Ashley L. Wilks
City Engineer (Signature)

Approved By: _____
Mayor (Signature)

Approved By: [Signature]
Director, PW&E (Signature)

City Commission Approval Date: _____
(If Required)

Approved as to Form and Legality: _____
City Attorney (Signature)

ATTACHMENT A

SUPPLEMENTAL AGREEMENT NO. 5 SCOPE OF SERVICES PROFESSIONAL DESIGN CONSULTANT SERVICES WOODSIDE DRAINAGE IMPROVEMENTS CITY OF KISSIMMEE

I. INTRODUCTION AND BACKGROUND

The Woodside Drainage Improvements project was developed due to persistent structural flooding within the Mirador at Woodside Apartments, formerly known as Woodside Apartments. The apartment homes are known to have experienced structural flooding of first floor residences during the hurricane seasons of 2004, 2009, and 2017. A 2009 drainage improvements memorandum produced for the City of Kissimmee shows the flooding to be caused by an undersized/failing local storm sewer system and high stages downstream. The project intends to relieve localized flooding within the apartment community by increasing storm sewer system capacity on-site and downstream. The apartments are located within the City of Kissimmee, Osceola County, in Section 20, Township 25 South, Range 25 East.

For the purposes of this agreement, the City of Kissimmee will be referred to as the City and RS&H, Inc. will be referred to as the Consultant. See Attachment B for the fee for these services.

II. GENERAL SCOPE OF SERVICES

Phased plans (60%, 90%, 100%, and Final) and Bid Set plans will be submitted suitable for reproduction at the 11" x 17" size in electronic AutoCAD and PDF formats. A comprehensive Drainage Report will be included with each submittal.

III. SPECIFIC SCOPE OF SERVICES

a.) Coordination with the Kissimmee Gateway Airport (ISM) and FAA

Consultant shall perform additional coordination with ISM and FAA. This effort includes attendance at meetings with staff from ISM and FAA, revisions to the construction plans for phasing construction within the airport property, revisions to the Construction Safety and Phasing Plan, revisions to FAA Form 7460-1, and resubmittal of these documents to ISM and FAA for their review and approval.

b.) Utility Coordination and Engineering within ISM

Toho Water Authority (TWA) requested additional location information of TWA utilities within ISM to design adjustments to their facilities in conflict with this project. Consultant shall perform additional utility coordination and engineering within ISM. This effort includes additional utility coordination and revisions to the construction plans for the additional utility information and adjustments from TWA.

c.) Utility Designation, SUE, and Topographic Survey within ISM

Obtain utility delineations, SUE, and topographic survey within the ISM property requested by TWA. See Attachment B for a proposal by Southeastern Surveying & Mapping Corp. for this work.

Deliverables

Consultant shall provide the following project deliverables:

- a.) Phased plans and drainage report (100% Resubmittal and Final) for Phase 2 in PDF format.
- b.) Digitally signed and sealed Bid Set Construction Plans.
- c.) All Final Submittal Deliverables.

Design Delivery Schedule

Consultant shall provide the project deliverables to the City in conformance with the project schedule.

ATTACHMENT B

**SUPPLEMENTAL AGREEMENT NO. 5
FEE ESTIMATE
PROFESSIONAL DESIGN CONSULTANT SERVICES
WOODSIDE DRAINAGE IMPROVEMENTS
CITY OF KISSIMMEE**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Woodside Drainage Imp. SA #5
 County: Osceola
 FPN:
 FAP No.:

Consultant Name: RS&H, Inc.
 Consultant No.: 1007-0090-000
 Date: 7/7/2022
 Estimator: JSG

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Officer	Project Manager	Project Engineer	Engineer Intern 2	Engineer Intern 1	Env. Scientist	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$355.00	\$295.00	\$163.00	\$111.00	\$99.00	\$181.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	178	0	36	53	89	0	0	0	0	0	0	0	0	178	\$29,138	\$163.70
6a. Drainage Analysis	153	5	31	77	38	3	0	0	0	0	0	0	0	154	\$27,986	\$181.73
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	96	0	14	48	34	0	0	0	0	0	0	0	0	96	\$15,728	\$163.83
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	427	5	81	178	161	3	0	0	0	0	0	0	0	428		
Total Staff Cost		\$1,775.00	\$23,895.00	\$29,014.00	\$17,871.00	\$297.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$72,852.00	\$170.21

Check = \$72,852.00

Survey Field Days by Subconsultant

4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:					\$72,852.00
OVERHEAD:		0%			\$0.00
OPERATING MARGIN:		0%			\$0.00
FCCM (Facilities Capital Cost Money):		0.00%			\$0.00
EXPENSES:		0.00%			\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ -	/ day	\$0.00
SUBTOTAL ESTIMATED FEE:					\$72,852.00
Subconsultant:	Johnston's Surveying, Inc.				\$0.00
Subconsultant:	Southeastern Surveying & Mapping Corp.				\$19,368.00
SUBTOTAL ESTIMATED FEE:					\$92,220.00
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$92,220.00
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$92,220.00

Project Activity 5: Roadway Plans

Estimator:

Woodside Drainage Imp. SA #5

Representing		Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	2	2	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	0	0	0	
5.2.2	Typical Section Details		EA	0	0	0	
5.3	General Notes/Pay Item Notes		Sheet	2	8	16	Construction phasing for work in ISM and other notes related to ISM and FAA.
5.4	Project Layout		Sheet	0	0	0	
5.5	Plan/Profile Sheet		Sheet	0	0	0	
5.6	Profile Sheet		Sheet	6	2	12	For work in ISM: Revisions to 6 sheets x 2 hours/sheet = 12 hours
5.7	Plan Sheet		Sheet	12	4.5	54	For work in ISM: Revisions to 6 sheets x 3 hours/sheet plus 6 new sheets x 6 hours/sheet = 54 hours
5.8	Special Profile		Sheet	0	0	0	
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.10	Interchange Layout Sheet		Sheet	0	0	0	
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.12	Intersection Layout Details		Sheet	0	0	0	
5.13	Special Details		EA	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	
5.15	Roadway Soil Survey Sheets		Sheet	0	0	0	
5.16	Cross Sections		EA	0	0	0	
5.17	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.19	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	
5.20	Utility Adjustment Sheets		Sheet	6	8	48	New TWA utility locates and adjustments within ISM.
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	
5.22	Tree Disposition Sheets						
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	
5.23	Project Control Sheets		Sheet	0	0	0	
5.24	Environmental Detail Sheets		Sheet	0	0	0	
5.25	Utility Verification Sheets (SUE Data)		Sheet	2	8	16	New TWA utility soft digs within ISM.
Roadway Plans Technical Subtotal						148	
5.26	Quality Assurance/Quality Control		LS	%	10%	15	
5.27	Supervision		LS	%	10%	15	
5. Roadway Plans Total						178	

Project Activity 6a: Drainage Analysis

Estimator:

Woodside Drainage Imp. SA #5

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	0	0	0	
6a.2	Base Clearance Calculations	Per Location	0	0	0	
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	
6a.4	Design of Cross Drains	EA	0	0	0	
6a.5	Design of Ditches	Per Ditch Mile	0	0	0	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	
6a.9	Design of Storm Drains	EA	0	0	0	
6a.10	Optional Culvert Material	EA	0	0	0	
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.11.1	Existing French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	2	2	
6a.14	Bridge Hydraulic Report	EA	0	0	0	

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	
6a.16	Quantities for EQ Report	LS	1	0	0	
6a.17	Cost Estimate	LS	1	6	6	
6a.18	Technical Special Provisions / Modified Special Provisions	LS	1	0	0	
6a.19	Hydroplaning Analysis	LS	1	0	0	
6a.20	Existing Permit Analysis	LS	1	0	0	
6a.21	Other Drainage Analysis	LS	1	80	80	Revise and resubmit FAA Form 7460-1 and Construction Safety and Phasing Plan required for construction in ISM. Coordinate with and address comments from ISM and FAA.
6a.22	Noise Barrier Evaluation	LS	1	0	0	
Drainage Analysis Technical Subtotal					88	
6a.23	Field Reviews	LS	1	0	0	
6a.24	Technical Meetings	LS	1	40	40	Meetings are listed below
6a.25	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.26	Quality Assurance/Quality Control	LS	%	10%	9	
6a.27	Independent Peer Review	LS	%	0%	0	
6a.28	Supervision	LS	%	10%	9	
Drainage Analysis Nontechnical Subtotal					58	
6a.29	Coordination	LS	%	5%	7	
6a. Drainage Analysis Total					153	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	5	8	40	RS&H to meet with ISM and FAA	yes	5
Local Governments (cities, counties)	EA	0	0	0			0
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				40			5
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				40	Total Project Manager Meetings (carries to Tab 3)		5

Carries to 6a.24

Carries to Tab 3

Project Activity 7: Utilities

Estimator:

Woodside Drainage Imp. SA #5

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours		Comments
7.1	Utility Kickoff Meeting	LS	1	0	0		Meeting is listed below.
7.2	Identify Existing Utility Agency Owner(s)	LS	1	0	0		
7.3	Make Utility Contacts	LS	1	0	0		
7.4	Exception Processing	LS	1	0	0		
7.5	Preliminary Utility Meeting	LS	1	0	0		Meeting is listed below.
7.6	Individual/Field Meetings	LS	1	8	8		Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	24	24		TWA within ISM, 6 utilities at 4 hours, each.
7.8	Subordination of Easements Coordination	LS	1	0	0		
7.9	Utility Design Meeting	LS	1	8	8		Meeting is listed below.
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0		
7.11	Utility Coordination/Followup	LS	1	24	24		TWA within ISM.
7.12	Utility Constructability Review	LS	1	8	8		TWA within ISM.
7.13	Additional Utility Services	LS	1	0	0		
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0		
7.15	Contract Plans to UAO(s)	LS	1	6	6		6 UAOs x 1 hour/UAO = 6 hours
7.16	Certification/Close-Out	LS	1	18	18		6 UAOs x 3 hours/UAO = 18 hours
7.17	Other Utilities	LS	1	0	0		

Project Activity 7: Utilities

7. Utilities Total				96			
Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	0	0	0			0
Preliminary Meeting (see 7.5)	EA	0	0	0			0
Individual UAO Meetings (see 7.6)	EA	2	4	8		yes	2
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	1	8	8		yes	1
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
Total Meetings				16	Total Project Manager Meetings (carries to Tab 3)		3

Carries to Tab 3



June 28, 2022

VIA EMAIL: Jeff.Glenn@rsandh.com

Mr. Jeff Glenn, PE, D.WRE, CFM | **Water Resources Group Leader**
RS&H, Inc.
301 E Pine Street, Suite 350
Orlando, FL 32801
O. 407 893 5820 | M. 407 748 1424

RE: Woodside Drainage – Phase 2
Kissimmee Trail, Dyer Boulevard and N Hoagland Boulevard, Kissimmee, FL 34741
Section 19 and 20, Township 25 South, Range 29 East, Osceola County, Florida

Dear Mr. Glenn,

We are pleased to submit our **revised** proposal for Subsurface Utility Designation and Verification with Survey Collection on the above referenced project.

SCOPE OF WORK:

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation as shown outlined in **red** on the attached exhibit.
2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
3. Expose the subject utilities by using non-destructive vacuum excavation methods at **fourteen (14)** specific locations as indicated on plan sheet(s) provided or marked by client in the field.
4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.
7. Survey collection of all utilities marked by Southeastern Surveying and Mapping Corporations Utility Division.

DELIVERABLE

The final product will be a raw data file of utility information provided for your use.

PROJECT TIMELINE

We anticipate completion of the above-described work within **five (5) weeks** after receipt of approved permit and a written notice to proceed.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates.

Utility Terms and Conditions

It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

RS&H, Inc. will make available all plans and utility records that have been obtained for this site. However, the information provided by RS&H, Inc. is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify RS&H, Inc. if there are any patently or reasonably identifiable defects in the documents.

RS&H, Inc. is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by RS&H, Inc.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of RS&H, Inc.

EXPENSES AND FEES

Our fee for this project will be as follows:

Subsurface Utility Designation:	\$ 6,396.00
<u>Test Holes/Day Rate:</u>	
\$408.00 Dirt/Each (anticipate 7)	\$ 2,856.00
\$466.00 Asphalt/Concrete/Each (anticipate 7)	\$ 3,262.00
<u>M.O.T. (SSMC):</u>	
\$612.00 per Lane Closure/Day Rate (anticipate 3)	\$ 1,836.00
\$816.00 per Lane Closure/Night Rate	
<u>Permitting (If required):</u>	
\$100.00 per hour + Cost of Permit (estimated)	\$ 500.00
<u>Hot Patch:</u>	
\$75.00/ each (anticipate 7):	\$ 525.00
<u>Flowable Fill:</u>	
\$75.00/ each (anticipate 7):	\$ 525.00
Survey Collection of Utilities:	\$ 3,468.00
Anticipated Total:	<u>\$19,368.00</u>

Payment Terms:

Payment is expected within thirty (30) days from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We look forward to the opportunity to work with you on this project.

Sincerely,



Jon M. Arnett
Utility Division Project Manager

JMA.dce

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #: 6

Purchase Order #:
18-001803

DATE: October 20, 2022

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to RS&H, Inc. with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT: Provide additional design, plans production, environmental permitting, survey, and utility services identified in Attachments A and B, Scope of Services and Fee Estimate, respectively, to expand a portion of the airport canal immediately upstream of Shingle Creek and address the persistent structural flooding within Mirador at Woodside Apartments. These additional services will complete the final design and environmental permitting for the Woodside Drainage Improvement Project, Phase 2, which is from west of Heron Ditch to Shingle Creek.

FORM OF COMPLETED DELIVERABLES:

1. Plans – 5 sets of 11" x 17" prints and CAD files
2. Construction documents

BASIS OF PAYMENT: Services shall be made on the basis of Lump Sum method in accordance with the Scope of Services, the total not to exceed \$729,660.98 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 90 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Additional scope of services described in Attachment A	\$ 74,580.00
2)	
3)	
	\$ 74,580.00
Contract Dollars:	\$ 655,080.98
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$ 74,580.00
CONTRACT TOTAL DOLLARS:	\$ 729,660.98

Accepted By: Renato J. Gonzalez
(Signature)

Renato J. Gonzalez, PE

Title/Position: Vice President

City Engineer: Ashly J. Wilby
City Engineer (Signature)

Approved By: Natasha A. H.
Director, PW&E (Signature)

Requested By: Ashly J. Wilby
(Signature)

Engineering Manager

Approved By: _____
City Manager (Signature)

Approved By: _____
Mayor (Signature)

City Commission Approval Date: _____
(If Required)

Approved as to Form and Legality:

City Attorney (Signature)

ATTACHMENT A

SUPPLEMENTAL AGREEMENT NO. 6 SCOPE OF SERVICES PROFESSIONAL DESIGN CONSULTANT SERVICES WOODSIDE DRAINAGE IMPROVEMENTS CITY OF KISSIMMEE

I. INTRODUCTION AND BACKGROUND

The Woodside Drainage Improvements project was developed due to persistent structural flooding within the Mirador at Woodside Apartments, formerly known as Woodside Apartments. The apartment homes are known to have experienced structural flooding of first floor residences during the hurricane seasons of 2004, 2009, and 2017. A 2009 drainage improvements memorandum produced for the City of Kissimmee shows the flooding to be caused by an undersized/failing local storm sewer system and high stages downstream. The project intends to relieve localized flooding within the apartment community by increasing storm sewer system capacity on-site and downstream. The apartments are located within the City of Kissimmee, Osceola County, in Section 20, Township 25 South, Range 25 East.

For the purposes of this agreement, the City of Kissimmee will be referred to as the City and RS&H, Inc. will be referred to as the Consultant. See Attachment B for the fee for these services.

II. GENERAL SCOPE OF SERVICES

Phased plans (60%, 90%, and Final) and Bid Set plans will be submitted suitable for reproduction at the 11" x 17" size in electronic AutoCAD and PDF formats. A comprehensive Drainage Report will be included with each submittal.

III. SPECIFIC SCOPE OF SERVICES

Drainage Design Services

a.) Expansion of Canal Immediately Upstream of Shingle Creek

Consultant shall perform hydraulic calculations and create plan sheets detailing the expansion of the existing ditch immediately upstream of Shingle Creek adjacent to the existing shared-use-path.

1. Construction Plans

Consultant shall amend the Woodside Phase II construction plans such that improvements to the existing ditch immediately upstream of Shingle Creek are included. Plan sheets, profile sheets, and cross sections of proposed earthwork in the canal will be detailed as well as any proposed work to relocate existing drainage structures or utilities with the limits of construction.

2. Hydraulic Modeling

Consultant shall amend the Woodside Phase II drainage report to include discussion on works to be done within canal immediately upstream of Shingle Creek. Consultant will also revise proposed condition hydraulic/hydrologic model of project basin to include works to be performed within canal. Model inputs and results will be included in drainage report.

Environmental Services

a.) Establish Wetland Jurisdictional Lines and Assessments

Consultant shall perform the following activities at the beginning of the project adjacent to Shingle Creek.

1. Wetland Delineation

Determine landward extent of wetlands and other surface waters as detailed in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.; United States Army Corps of Engineers (USACE) Wetland Delineation Manual (Technical Report Y-87- 1); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERD/EL TR-10-20).

2. Data Collection

Collect all data and information necessary to determine the jurisdictional boundaries of wetlands and other surface waters as defined by the rules or

regulations of each permitting agency (e.g., SFWMD and USACE) processing a permit application for the project.

3. Set Seasonal High-Water Levels in Adjacent Wetlands

Consultant shall set seasonal high-water levels in adjacent wetlands with biological indicators.

4. Prepare Written Assessment

Consultant shall prepare a written assessment of the current condition and functional value of the wetlands and other surface waters. Prepare data in tabular form which includes the ID number for each wetland (and other surface water, if necessary) impacted, size of wetland to be impacted, type of impact, and identify any wetland (by ID number and size) within the project limits that will not be impacted by the project.

5. Prepare Appropriate Agency Forms

Consultant shall prepare appropriate agency forms to obtain required permits. Forms may include but are not limited to the USACE "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; Uniform Mitigation Assessment Method forms and/or project specific data forms.

Survey Services

a.) Expansion of Canal Immediately Upstream of Shingle Creek

Obtain topographic survey of the existing ditch immediately upstream of Shingle Creek and survey the wetland seasonal high-water elevations established under Environmental Services. See Appendix C for a proposal by Johnston's Surveying Inc. for this work.

Utility Services

a.) Expansion of Canal Immediately Upstream of Shingle Creek

Obtain utility delineations and SUE around the area of the existing ditch immediately upstream of Shingle Creek. See Appendix D for a proposal by Southeastern Surveying & Mapping Corp. for this work.

Deliverables

Consultant shall provide the following project deliverables:

- a.) Phased plans and drainage report (100% and Final) in PDF format.
- b.) Digitally signed and sealed Bid Set Construction Plans.
- c.) All Final Submittal Deliverables.

Design Delivery Schedule

Consultant shall provide the project deliverables to the City in conformance with the project schedule.

ATTACHMENT B

**SUPPLEMENTAL AGREEMENT NO. 6
FEE ESTIMATE
PROFESSIONAL DESIGN CONSULTANT SERVICES
WOODSIDE DRAINAGE IMPROVEMENTS
CITY OF KISSIMMEE**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Woodside Drainage Imp. SA #6
 County: Osceola
 FPN:
 FAP No.:

Consultant Name: RS&H, Inc.
 Consultant No.: 1007-0090-000
 Date: 8/22/2022
 Estimator: JSG

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Officer	Project Manager	Project Engineer	Engineer Intern 2	Engineer Intern 1	Env. Scientist	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$355.00	\$295.00	\$163.00	\$111.00	\$99.00	\$181.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	85	0	17	26	43	0	0	0	0	0	0	0	0	86	\$14,026	\$163.09
6a. Drainage Analysis	70	2	14	35	18	1	0	0	0	0	0	0	0	70	\$12,642	\$180.60
6b. Drainage Plans	20	0	4	6	10	0	0	0	0	0	0	0	0	20	\$3,268	\$163.40
7. Utilities	76	0	11	38	27	0	0	0	0	0	0	0	0	76	\$12,436	\$163.63
8. Environmental Permits, and Env. Clearances	118	0	24	41	6	0	47	0	0	0	0	0	0	118	\$22,936	\$194.37
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	369	2	70	146	104	1	47	0	0	0	0	0	0	370		
Total Staff Cost		\$710.00	\$20,650.00	\$23,798.00	\$11,544.00	\$99.00	\$8,507.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$65,308.00	\$176.51

Check = \$65,308.00

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:					\$65,308.00
OVERHEAD:		0%			\$0.00
OPERATING MARGIN:		0%			\$0.00
FCCM (Facilities Capital Cost Money):		0.00%			\$0.00
EXPENSES:		0.00%			\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ -	/ day	\$0.00
SUBTOTAL ESTIMATED FEE:					\$65,308.00
Subconsultant:	Johnston's Surveying, Inc.				\$3,500.00
Subconsultant:	Southeastern Surveying & Mapping Corp.				\$5,772.00
SUBTOTAL ESTIMATED FEE:					\$74,580.00
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$74,580.00
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$74,580.00

Project Activity 5: Roadway Plans

Estimator:

Woodside Drainage Imp. SA #6

Representing		Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	2	2	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	0	0	0	
5.2.2	Typical Section Details		EA	0	0	0	
5.3	General Notes/Pay Item Notes		Sheet	1	4	4	
5.4	Project Layout		Sheet	1	4	4	
5.5	Plan/Profile Sheet		Sheet	0	0	0	
5.6	Profile Sheet		Sheet	1	4	4	For proposed constuction of canal immediately upstream of Shingle Creek.
5.7	Plan Sheet		Sheet	1	6	6	For proposed constuction of canal immediately upstream of Shingle Creek.
5.8	Special Profile		Sheet	0	0	0	
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.10	Interchange Layout Sheet		Sheet	0	0	0	
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.12	Intersection Layout Details		Sheet	0	0	0	
5.13	Special Details		EA	1	10	10	For detail showing proposed relocation of existing MES (due to canal expansion) within canal immediately upstream of Shingle Creek.
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	
5.15	Roadway Soil Survey Sheets		Sheet	0	0	0	
5.16	Cross Sections		EA	0	0	0	
5.17	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.19	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	
5.20	Utility Adjustment Sheets		Sheet	1	8	8	
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	
5.22	Tree Disposition Sheets						
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	
5.23	Project Control Sheets		Sheet	1	1	1	
5.24	Environmental Detail Sheets		Sheet	4	6	24	Dredge and Fill sheets for SFWMD and FDEP/USACE permits
5.25	Utility Verification Sheets (SUE Data)		Sheet	1	8	8	
Roadway Plans Technical Subtotal						71	
5.26	Quality Assurance/Quality Control		LS	%	10%	7	
5.27	Supervision		LS	%	10%	7	
5. Roadway Plans Total						85	

Project Activity 6a: Drainage Analysis

Estimator:

Woodside Drainage Imp. SA #6

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	1	4	4	Upstream of Shingle Creek
6a.2	Base Clearance Calculations	Per Location	0	0	0	
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	
6a.4	Design of Cross Drains	EA	0	0	0	
6a.5	Design of Ditches	Per Ditch Mile	0.2	15	3	For expansion of canal west of auto salvage yard, immediately upstream of Shingle Creek.
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	
6a.9	Design of Storm Drains	EA	0	0	0	
6a.10	Optional Culvert Material	EA	0	0	0	
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.11.1	Existing French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	32	32	Update drainage report with expanded ICPR model results and narrative.
6a.14	Bridge Hydraulic Report	EA	0	0	0	

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	
6a.16	Quantities for EQ Report	LS	1	0	0	
6a.17	Cost Estimate	LS	1	6	6	
6a.18	Technical Special Provisions / Modified Special Provisions	LS	1	0	0	
6a.19	Hydroplaning Analysis	LS	1	0	0	
6a.20	Existing Permit Analysis	LS	1	0	0	
6a.21	Other Drainage Analysis	LS	1	0	0	
6a.22	Noise Barrier Evaluation	LS	1	0	0	
Drainage Analysis Technical Subtotal					45	
6a.23	Field Reviews	LS	1	8	8	Upstream of Shingle Creek
6a.24	Technical Meetings	LS	1	4	4	Meetings are listed below
6a.25	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.26	Quality Assurance/Quality Control	LS	%	10%	5	
6a.27	Independent Peer Review	LS	%	0%	0	
6a.28	Supervision	LS	%	10%	5	
Drainage Analysis Nontechnical Subtotal					22	
6a.29	Coordination	LS	%	5%	3	
6a. Drainage Analysis Total					70	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	2	2	4			0
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				4			0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				4	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 6a.24

Carries to Tab 3

6b. Drainage Plans

Estimator:

Woodside Drainage Imp. SA #6

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	1	8	8	Upstream of Shingle Creek
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	
6b.3	Drainage Structures		EA	0	0	0	
6b.4	Lateral Ditch Plan/Profile		Sheet	0	0	0	
6b.5	Lateral Ditch Cross Sections		EA	0	0	0	
6b.6	Retention/Detention Ponds Detail Sheets		Sheet	0	0	0	
6b.7	Retention Pond Cross Sections		EA	0	0	0	
6b.8	Erosion Control Plan Sheets		Sheet	1	4	4	Update for canal immediately upstream of Shingle Creek that will be expanded.
6b.9	SWPPP Sheets		Sheet	2	2	4	Upstream of Shingle Creek
Drainage Plans Technical Subtotal						16	
6b.10	Quality Assurance/Quality Control		LS	%	10%	2	
6b.11	Supervision		LS	%	10%	2	
6. Drainage Plans Total						20	

Project Activity 7: Utilities

Estimator:

Woodside Drainage Imp. SA #6

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours		Comments
7.1	Utility Kickoff Meeting	LS	1	8	8		Meeting is listed below.
7.2	Identify Existing Utility Agency Owner(s)	LS	1	0	0		
7.3	Make Utility Contacts	LS	1	0	0		
7.4	Exception Processing	LS	1	0	0		
7.5	Preliminary Utility Meeting	LS	1	8	8		Meeting is listed below.
7.6	Individual/Field Meetings	LS	1	16	16		Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	12	12		Within canal immediately upstream of Shingle Creek, assume 3 utilities at 4 hours, each.
7.8	Subordination of Easements Coordination	LS	1	0	0		
7.9	Utility Design Meeting	LS	1	8	8		Meeting is listed below.
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0		
7.11	Utility Coordination/Followup	LS	1	24	24		Within canal immediately upstream of Shingle Creek.
7.12	Utility Constructability Review	LS	1	0	0		
7.13	Additional Utility Services	LS	1	0	0		
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0		
7.15	Contract Plans to UAO(s)	LS	1	0	0		
7.16	Certification/Close-Out	LS	1	0	0		
7.17	Other Utilities	LS	1	0	0		

Project Activity 7: Utilities

7. Utilities Total				76			
Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	8	8		yes	1
Preliminary Meeting (see 7.5)	EA	1	8	8		yes	1
Individual UAO Meetings (see 7.6)	EA	4	4	16		yes	4
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	1	8	8		yes	1
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
Total Meetings				40	Total Project Manager Meetings (carries to Tab 3)		7

Carries to Tab 3

Project Activity 8: Environmental Permits

Estimator:

Woodside Drainage Imp. SA #6

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits and Environmental Clearances					
8.1	Preliminary Project Research	LS	1	4	4	
	Permits					
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	10	10	
8.2.3	Species Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	8	8	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	36	36	Prepare wetland assesment and evaluation forms. Modify SFWMD ERP for new portion of project immediately upstream of Shingle Creek. Respond to RAls.
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	4	4	
8.6	Prepare USCG Permit Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Other Environmental Permits	LS	1	28	28	Prepare dewatering plan and narrative to submit to SFWMD for a No-Notice Dewatering Permit
	Environmental Clearances/Reevaluations					
8.13	Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Resources	LS	1	0	0	
8.13.3	Wetland Impact Analysis	LS	1	0	0	
8.13.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.13.5	Protected Speices and Habitat Impact Analysis	LS	1	0	0	
8.14	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.5	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	Contamination Impact Analysis	LS	1	0	0	
8.16	Asbestos Survey	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					90	
8.17	Technical Meetings	LS	1	8	8	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	10%	9	
8.19	Supervision	LS	%	5%	5	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					22	
8.20	Coordination	LS	%	5%	6	
8. Environmental Permits and Environmental Clearances Total					118	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	1	8	8		yes	1
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				8	Subtotal Project Manager Meetings		1
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				8	Total Project Manager Meetings (carries to Tab 3)		1

Carries to 8.17

Carries to Tab 3

December 6, 2021

Mr. Kyle Staats, PE
RS&H
301 E Pine St, Suite 350
Orlando, FL 32801

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Additional Topographic Surveying for
the Woodside Drainage Improvements Project

Dear Kyle:

Pursuant to your request for surveying services on the above referenced site, the following is an outline of the scope of services.

TASK I: Perform additional topographic surveying within the limits outlined on the attached Exhibit "A" locating all visible surface features. Locate property lines and right of way lines, if any and any utility and drainage easements per plat. Client to supply any easements recorded with the Official Records of Osceola County. Survey will establish horizontal control based on State Plane Coordinates Florida East Zone and vertical control based on NAVD 1988.

Final deliverable will be topographic surveys prepared in AutoCAD.

JSI proposes an hourly not to exceed fee based on our City of Kissimmee contracted rates, of: \$3,500.00

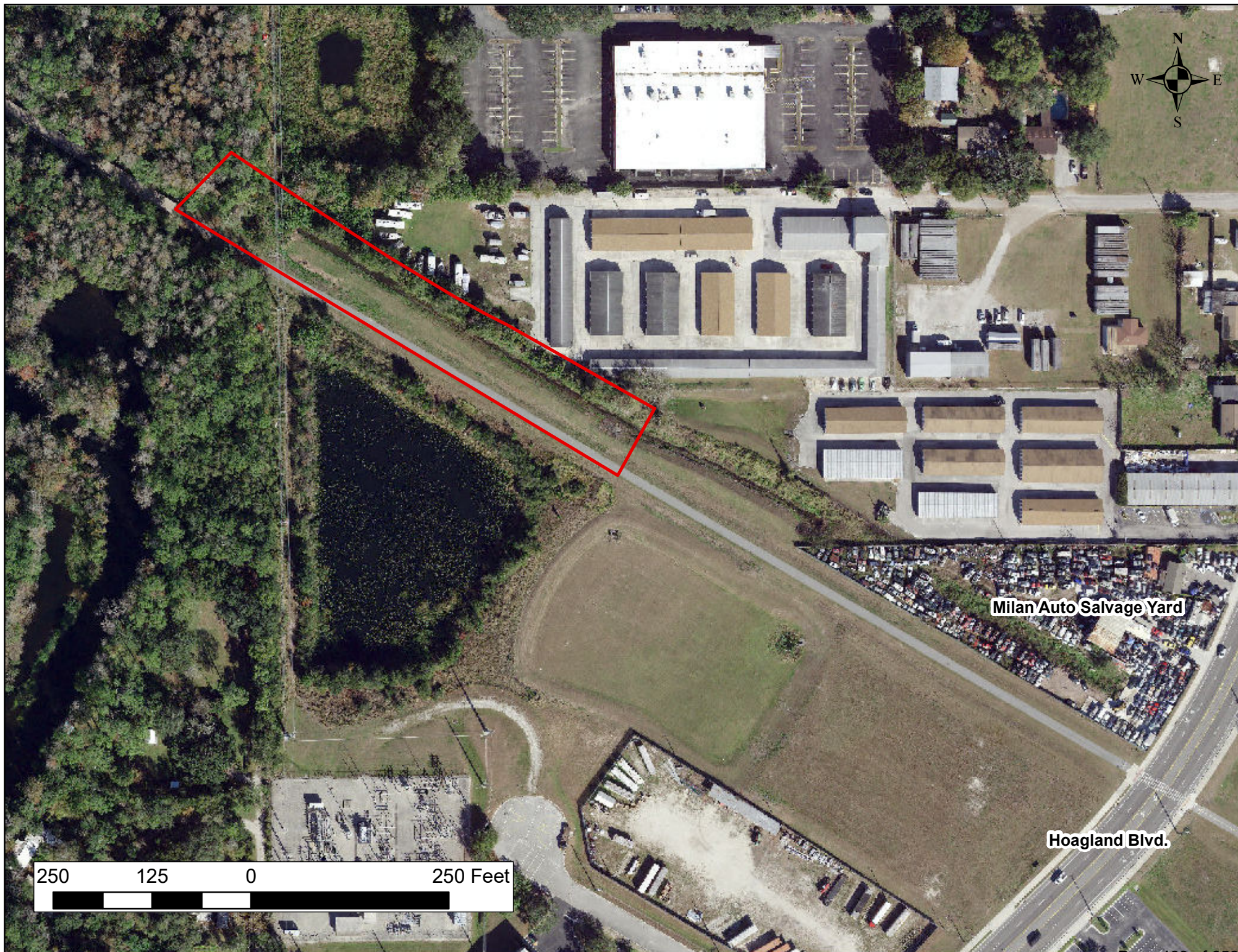
All work will be completed under the direct supervision of a professional surveyor and mapper licensed to practice in the State of Florida and work will be in accordance with the Standards of Practice set forth by the Florida Administrative Code 5J-17.051 for Surveyors & Mappers, pursuant to Section 472.027 Florida Statutes.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please let me know.

Respectfully,



Richard D. Brown
President





December 2, 2021

Via E-Mail: Kyle.Staats@rsandh.com

Mr. Kyle Staats, P.E.
Water Resources Engineer
RS&H, Inc.
301 E Pine Street, Suite 350
Orlando, FL 32801
P: (407) 893-5845

**RE: Woodside Apartments- Supplemental #4 Additional Subsurface Utility Mapping & Survey Services December 2021
N. Hoagland Boulevard at Kissimmee Trail, Kissimmee, Florida, 34741
Section 19, Township 25 South, Range 29 East, Osceola County, Florida**

Dear Mr. Staats,

We are pleased to submit our proposal for Subsurface Utility Designation and Verification on the above referenced project.

SCOPE OF WORK:

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation as shown in the attached exhibit.
2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
3. Expose the subject utilities by using non-destructive vacuum excavation methods at five (5) specific locations as indicated on plan sheet that will be provided by RS&H Inc.
4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.
7. Survey collection of all SSMC's designation and test holes.

DELIVERABLE

The final product will be an electronic raw file of the project area reflecting all pertinent data for your used.

PROJECT TIMELINE

We anticipate completion of the above described work within **fifteen (15)** business days after receipt of approved permit and a written notice to proceed.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates.

Utility Terms and Conditions

It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

RS&H, Inc. will make available all plans and utility records that have been obtained for this site. However, the information provided by **RS&H, Inc.** is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify **RS&H, Inc.** if there are any patently or reasonably identifiable defects in the documents.

RS&H, Inc. is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by **RS&H, Inc.**

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of **RS&H, Inc.**

EXPENSES AND FEES

Our fee for this project will be as follows:

Subsurface Utility Designation: \$2,170.00

Test Holes/Day Rate:

\$408.00 Dirt/Each (anticipate 5) \$2,040.00

\$466.00 Asphalt/Concrete/Each

M.O.T. (SSMC):

\$200.00 per Sidewalk Closure

\$731.00 per Lane Closure/Day Rate

\$931.00 per Lane Closure/Night Rate

Permitting (If required):

\$103.00 per hour + Cost of Permit

Survey: \$1,562.00

Anticipated Total \$5,772.00

Payment Terms

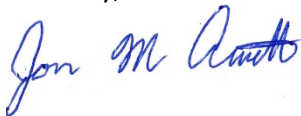
Payment is expected within thirty (30) days from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We look forward to the opportunity to work with you on this project.

Sincerely,



Jon M. Arnett

Utility Division Project Manager

JMA.lmm

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

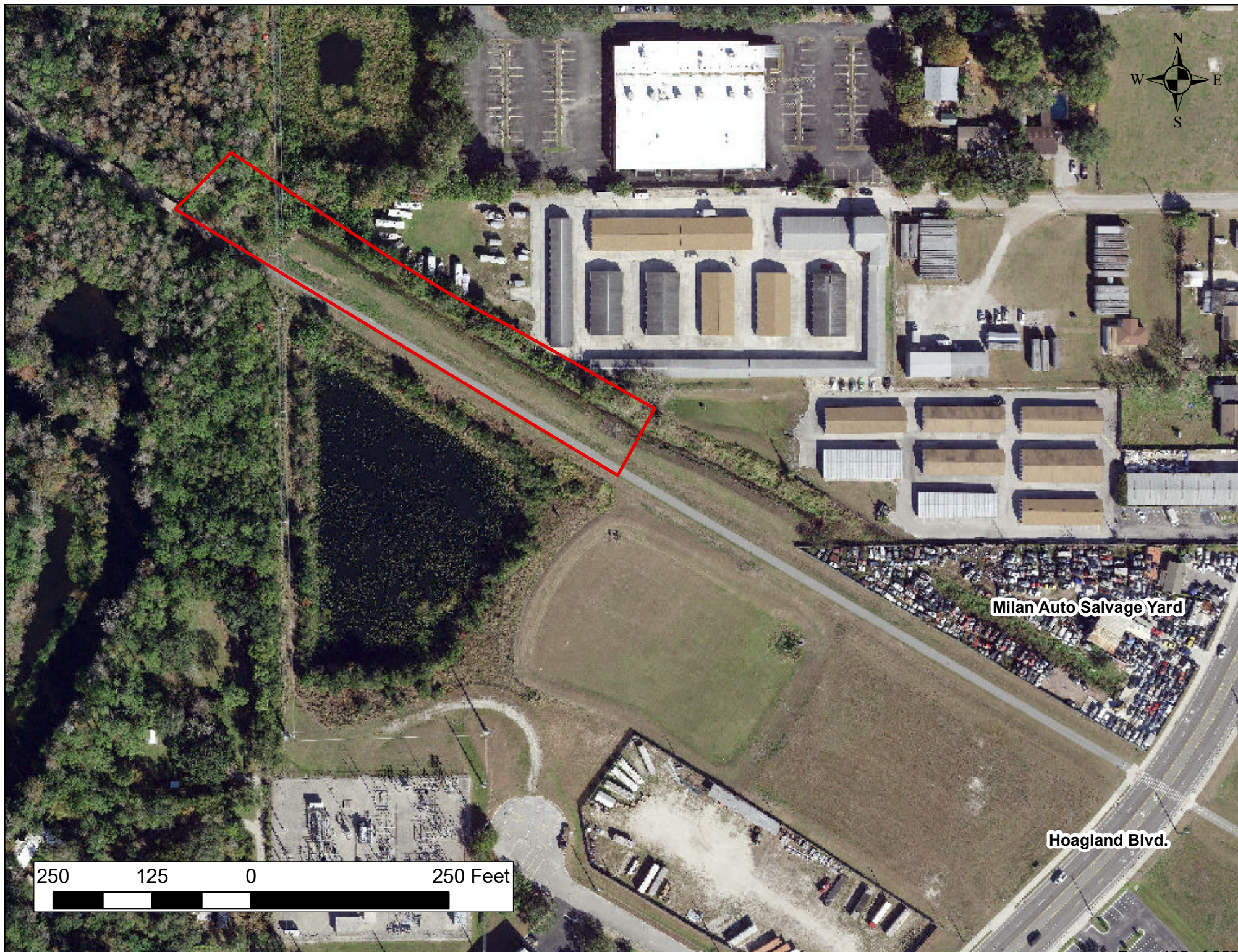
You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

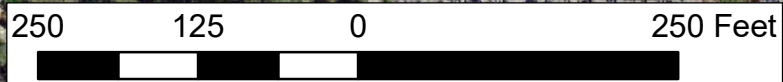
COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



Milan Auto Salvage Yard

Hoagland Blvd.



ITEM 7.F

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

Request

Staff requests approval of the Purchase Agreement between Argo Partners and City of Kissimmee which will result in the receipt of \$31,146.63 of the \$50,236.50 owed by Physicians United Plan, Inc.

Explanation

In 2014, Physicians United Plan, Inc. declared bankruptcy and currently owes the City \$50,236.50 for outstanding insurance payments for ambulance transports. The City has a claim in the amount of \$50,236.50 against Physicians United Plan, Inc. in the Second Judicial Circuit Court in Leon County, Florida (Bankruptcy Case Number 2014-CA-14722021). If the City were to receive any funds from the court claim, it would result in a percentage of return lower than the 62% which the City would receive from Argo Partners due to sharing of court awarded funds among the various owed entities.

Argo Partners is a U.S. based investment firm specializing in the buying and selling of claims in various bankruptcies and liquidations, both in the U.S. and abroad. They have been providing vital liquidity options to creditors with illiquid holdings for 30 years. On August 17, 2022, the Fire Department was contacted by Aidan Cordero of Argo Partners about purchasing our claims in the above referenced case. After some negotiation, the City has agreed to sell our claims at the rate of 62%, plus a 50% share of any cash recoveries received by Argo Partners from Physicians United Plan, Inc. in excess of 80% of the allowed claim. By accepting their offer, the City will receive \$31,146.63 of the \$50,236.50.

Recommendation

Staff recommends approval of the Purchase Agreement with Argo Partners which will result in the receipt of \$31,146.63.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Argo Partners - Term Sheet
2. (S) Assignment of Claim - Signed by Vendor 11.8.2022
3. (S) Purchase Agreement - Signed by Vendor 11.8.2022
4. (S) Assignment of Claim Request Change Form



Physicians United Plan, Inc. in Liquidation

August 17, 2022

KISSIMMEE FIRE DEPARTMENT
Attn: Karen
P O BOX 917456
ORLANDO, FL 328919998

Dear Claimant:

Argo Partners is a U.S.-based investment firm specializing in the buying and selling of claims in various bankruptcies and liquidations, both in the U.S. and abroad. We have been providing vital liquidity options to creditors with illiquid holdings for 30 years.

We are pleased to announce that Argo Partners is purchasing claims in the Physicians United Plan, Inc. in liquidation case. We have highlighted the main deal points for your convenience below:

- **Debtor:** Physicians United Plan, Inc.
- **Seller:** KISSIMMEE FIRE DEPARTMENT
- **Argo Purchase Rate:** 62.00%
- **Claim Amount:** \$50,236.50
- **Purchase Price:** \$31,146.63 plus a 50.00% share of any cash recoveries received by Assignee from the Debtor in excess of 80.00% of the allowed Claim.

Attached to this term sheet is our Assignment of Claim agreement for your review and consideration. Payments are typically made within 2 business days after approval of the transfer in writing by the appropriate liquidation department. This offer remains subject to Buyer's review and diligence.

Feel free call us with any questions or concerns you may have.

Sincerely,

Matthew Binstock
mattb@argopartners.net
(212) 643-5442

ASSIGNMENT OF CLAIM

To: KISSIMMEE FIRE DEPARTMENT
Physicians United Plan, Inc.
Claim No: 1891880605

KISSIMMEE FIRE DEPARTMENT ("Assignor"), having a mailing address at ORLANDO, ORLANDO FL 328919998, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby certify that it has unconditionally and irrevocably sold, transferred and assigned to **Argo Partners**, which includes Argo Partners II LLC, and Argo Partners Fund III LLC, having offices at 12 West 37th Street, 9th Floor, New York, NY 10018 ("Assignee"), all right, title and interest in and to the above-referenced claim of Assignor in the allowed amount of **\$50,236.50** against Physicians United Plan, Inc. (the "Debtor") in its liquidation proceeding pending in the Florida, Second Judicial Circuit Court in Leon County (the "Court"), Case Number 2014-CA-14722021 (the "Claim"), and further certifies that Assignee is now the sole owner of the Claim.

Assignor hereby waives any objection to the transfer of the Claim to Assignee on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing pursuant to any applicable law, relating to the transfer of the Claim. Assignor acknowledges and understands; and hereby stipulates, that an order of the Court may be entered without further notice to Assignor transferring to Assignee the Claim and recognizing the Assignee as the sole owner and holder of the Claim. Assignor further directs the Debtor, the Court and all other interested parties that all further notices relating to the Claim, and all payments or distributions of money or property in respect of the Claim, shall be delivered or made to the Assignee at the address below.

IN WITNESS WHEREOF, the undersigned Assignor hereto sets its hand this _____ day of _____, 2022.

I, _____, am an officer of _____ at the following address,
_____. I am authorized to assign such Claim for my Company.

ATTEST:

By: _____
Signature

Print Name/Title

Telephone No.

Notary

IN WITNESS WHEREOF, the undersigned Assignee hereunto sets its hand this 8th day of November, 2022.

ATTEST:

By: Matthew Binstock
Matthew Binstock

Argo Partners
212-643-5446

PURCHASE AGREEMENT (Claim No. 1891880605)

KISSIMMEE FIRE DEPARTMENT having a mailing address at P O BOX 917456, ORLANDO FL 328919998 ("Assignor"), for good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby absolutely and unconditionally sells, transfers and assigns unto Argo Partners, which includes Argo Partners II LLC, and Argo Partners Fund III LLC, having offices at 12 West 37th Street, 9th Floor, New York, NY 10018, its successors and assigns ("Assignee"), all rights, title and interest of Assignor in and to Claim No. 1891880605 (the "Claim") filed against Physicians United Plan, Inc. (In Liquidation) ("Debtor" or "Physicians United Plan, Inc."), in the Florida, Second Judicial Circuit Court in Leon County (the "Court"), Case No.2014-CA-14722021, including without limitation, all of Assignor's right to receive principal, interest, fees, expenses, damages, penalties and other amounts in respect of or in connection with the Claim, and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to Claim, including, without limitation, all of Assignor's rights to receive cash, securities, instruments and/or other property or distributions issued in connection with any of the foregoing or the Case and relating to the Claim (collectively, the "Claim").

Assignor and Assignee have entered into an Assignment of Claim that will be forwarded to the Special Deputy Receiver for Physicians United Plan, Inc. (the "Liquidator"), as evidence of the transfer of Claim from Assignor to Assignee. Assignor represents and warrants that the amount of the Claim is allowed at not less than \$50,236.50.

Assignee agrees to provide notice of this transaction to the Liquidator within five (5) Business Days of the date of receipt from Assignor. Within five (5) Business Days of Assignee's receipt of written notice from the Liquidator acknowledging and accepting transfer of record ownership of the Claim from Assignor to Assignee (the "Liquidator's Acceptance"), Assignee shall pay to Assignor the sum of \$31,146.63 (the "Purchase Price").

Each of Assignor and Assignee hereby represents and warrants to the other that, as of the date hereof, no consent, approval, filing or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Assignment of Claim by it; this Agreement has been duly authorized, executed and delivered by it; it has the requisite power and authority to execute, deliver and perform this Agreement and this Agreement constitutes the valid, legal and binding agreement of it, enforceable against it in accordance with its terms.

Assignor further represents and warrants to Assignee that, other than cash distributions, if any, in the aggregate amount of \$«stubxamt», no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, on account of the Claim; no portion of the Claim has been sold, assigned or pledged to any third party in whole or in part by Assignor; Assignor has not engaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other claimants in the same class; Assignor owns and has and is hereby selling to Assignee good and sole legal and beneficial title to the Claim free and clear of any and all liens, security interests, encumbrances or claims of any kind or nature whatsoever and Assignor has provided true and correct copies of the Claim to Assignee.

Assignor represents, warrants and covenants that in the event the policy against which the Claim is made ("Policy") contains an aggregate liability limit ("Limit"), (i) the Claim does not exceed the Limit, and (ii) claims in excess of the Limit have not been and will not be filed or otherwise asserted against the Policy by Assignor or any other party. In the event that (i) the Claim is disallowed, reduced, subordinated, offset, setoff, objected to or otherwise impaired for any reason whatsoever, in whole or in part, or (ii) as a result of claims against the Policy exceeding the Limit, the Claim receives a distribution that is less (on a pro rata basis) than the distribution made to holders of other similarly classed claims, or (iii) distributions on account of the Claim are held back or retained by the Estate as a result of the existence of a Limit [each of (i), (ii) and (iii), an "Impairment"], Assignor agrees, upon written demand of Assignee, to make to Assignee immediate proportional restitution and repayment of the Purchase Price together with interest at the rate of seven (7%) percent per annum on the amount repaid for the period from the date of payment of the Purchase Price by Assignee through the date such repayment is made. Assignor also agrees to reimburse Assignee for all losses, costs, and expenses, including reasonable legal fees and costs, incurred by Assignee as a result of such Impairment or any objection to the transfer of the Claim by Assignor.

In the event the Claim is ultimately allowed in an amount greater than the amount represented above, at Assignee's sole option and after written or electronic notice (the "Notice") provided to Assignor by Assignee, Assignor shall, and is hereby deemed to sell to Assignee and Assignee hereby agrees to purchase all, or any portion specified in the Notice, of such excess claim, at the same price (expressed as a percentage of claim) provided for hereunder. Assignee shall remit such payment to Assignor after delivery to Assignor of the Notice and upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any Impairment.

Each of Assignor and Assignee is aware that the consideration being paid by Assignee hereunder may differ both in kind and

amount from the amount ultimately distributed with respect to the Claim pursuant to the liquidation of the Debtor. Each of Assignor and Assignee represents that it has adequate information concerning the financial condition of the Debtor to make an informed decision regarding the sale or purchase, as the case may be, of the Claim and that it has independently and without reliance on the other, and based on such information as such party has deemed appropriate, made its own decision to enter into this Agreement. Each of Assignor and Assignee is aware that information which may be pertinent to Assignor's decision to transfer or purchase the Claim, as the case may be, may be available to such party and may be obtained from the Court's files. Each party may possess material information regarding the Debtor not known to the other.

Assignor agrees that in the event Assignor receives payments, distributions or notices with respect to or relating to the Claim after the date hereof, Assignor shall accept the same as Assignee's agent and shall hold the same in trust on behalf of and for the sole benefit of Assignee, and shall promptly deliver the same forthwith to Assignee in the same form received (free of any withholding, set-off, claim or deduction of any kind), within five (5) Business Days in the case of cash and within ten (10) Business Days in the case of securities, which are in good deliverable form, with the endorsement of Assignor when necessary or appropriate.

Each party (in such capacity, the "Indemnifying Party") agrees to indemnify the other party and its officers, directors, employees, agents, partners and controlling persons from all reasonable losses, damages and liabilities, including attorneys' fees and expenses, which result from the Indemnifying Party's breach of any representation, warranty or covenant set forth herein. Assignee does not assume and shall not be responsible for any obligations or liabilities of Assignor related to or in connection with the Claim or the Case. Nothing herein is intended to serve as a waiver of sovereign immunity by the City of Kissimmee or any rights or limits to liability existing under Section 768.28, Florida Statutes."

Assignor hereby irrevocably appoints Assignee with full power of substitution as its true and lawful attorney and authorizes Assignee to act in Assignor's name, place and stead, to demand, sue for, compromise and recover all such sums of money which now are, or may hereafter become due and payable necessary to enforce the Claim and the Assignor's rights thereunder or related thereto pursuant to this Agreement. Assignor agrees that the powers granted by this paragraph are discretionary in nature and exercisable at the sole option of Assignee. Assignee shall have no obligation to take any action to prove, defend, demand or take any action with respect to the Claim or otherwise in the Case. Assignor agrees to execute, acknowledge and deliver all such further certificates, instruments and other documents, and to take all such further action as may be necessary or appropriate to effect assignment of the Claim and all interests therein to Assignee, to cooperate with and assist Assignee, to the extent reasonably requested, in enforcing the Claim and to otherwise effectuate with all right, title and interest of Assignee in and to this Agreement, including the delivery of notice of transfer of the Claim to the Liquidator.

All representations, warranties, covenants and agreements contained herein shall survive the execution and delivery of this Agreement and the purchase and sale of the Claim until performed in accordance with their respective terms. Subject to the following sentences, all representations, warranties, covenants and agreements contained herein shall inure to the benefit of, be binding upon and enforceable by the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law principles (other than section 5-1401 of the General Obligations Law of the State of New York) Each party hereto irrevocably and unconditionally consents to the jurisdiction of the courts located in the State of New York, Borough of Manhattan, in any action to enforce, interpret or construe any provision of this Agreement, and also hereby irrevocably waives any defense of improper venue or forum non conveniens to any such action brought in those courts. Each party hereto consents to service of process by certified mail at its address listed hereinabove. Assignor further irrevocably agrees that any action to enforce, interpret or construe any provision of this Agreement will be brought only in either of these courts and not in any other court.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment of Claim by its duly authorized representative dated the ____ day of _____, 2022.

By: _____

Name: _____

Title: _____

KISSIMMEE FIRE DEPARTMENT

By: Matthew Binstock

Name: Matthew Binstock

Title: Senior Vice President

Argo Partners



DEPARTMENT OF FINANCIAL SERVICES

Division of Rehabilitation and Liquidation
www.floridainsurancereceiver.org

For DFS purposes only;

Adjuster

Date

Supervisor

Date

Assignment of Claim Request Change Form

Company in Liquidation: Physicians United Plan, Inc.	Claim #: 1891880605
Policy #:	Receiver's ID#/Suffix:

Claimant name (you or your firm's name) and address currently on file with Receiver:

Claimant Name: KISSIMMEE FIRE DEPARTMENT		
Address: P O BOX 917456		
City: ORLANDO	State: FL	Zip: 328919998

By submitting this form, you or your firm are requesting that the Receiver's records for your claim be permanently changed to show that the person/entity entered below is the new owner of the title, interest and rights to your claim, including any future mailings and distributions if they occur. **Please note that no alterations can be made to the wording on this form and no part of the form can be obscured or redacted.**

New Owner Name: Argo Partners		
Address: 12 West 37 th Street		
City: New York	State: NY	Zip: 10018
Phone #: 212-643-5446		

With your signature, you acknowledge that it is your intent to sell your claim and that the purchase price of the claim may differ from the amount ultimately distributed in the Receivership proceeding with respect to the claim, and that such amount may not be absolutely determined until the conclusion of the Receivership proceeding. You further acknowledge and represent that you or your firm has adequate information concerning the business and financial condition of the estate of the claim and the status of the Receivership proceeding to make an informed decision regarding the sale of the claim and that you or your firm has independently made an analysis and decision to enter into the assignment.

Please have your signature notarized below and return this form along with the supporting documentation as outlined in the instructions to: The Department of Financial Services, Division of Rehabilitation and Liquidation, Attention: Claims Dept – Assignment of Claim PO Box 110 Tallahassee, FL 32302-0110.

Claimant Signature Date Relationship to Claimant

I swear or affirm that I am the claimant referenced in the claimant name and address section of this form and/or am authorized to sign this form on the claimant's behalf. I further swear under penalty of law that all information contained on this form as well as all attachments are true and correct to the best of my knowledge.

State of _____ Sworn to and subscribed to me by _____ on
County of _____ this ____ day of _____, 20__.

Notary Signature _____

ITEM 7.G

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

Request

Request Commission approval to award a construction contract and authorize staff to issue Notice to Procure and to Proceed to Trinity Electrical Services, Inc. (Trinity) for a Secondary Weather Sensor (AWOS-1) unit at the Kissimmee Gateway Airport.

Explanation

Per FAA requirements, the Kissimmee Gateway Airport is to install a secondary weather observation system to support the Air Traffic Control Tower services. A competitive bid process was conducted with Trinity being the sole bid (this is very specific work with limited contractor availability) at \$311,000. A Recommendation to Award Letter has been sent, reviewed, and approved by the Florida Department of Transportation (FDOT). On June 1, 2021, the City Commission accepted an FDOT 80% Public Transportation Grant Agreement (PTGA) for this project. At that time, the airport's responsibility was 20%, which is \$75,000. Due to the increase in prices, the selected bid came in higher than estimated over 12 months ago, and the new airport responsibility is \$90,100.

FDOT does not have any additional funds allocated for this project. Therefore, Avcon, Inc. has agreed to reduce "Special Services, No.2-B. for Part-Time Inspection Expenses" in the amount of \$37,492.50 from their amendment No. 10 Agreement. In addition to this reduction, a transfer of \$15,100 from reserves is needed to meet the gap in the increased bid price.

Separate agenda items will follow to request a reduction of a previously approved line item for Avcon, Inc. Amendment No. 10 and a request for a transfer from Airport Reserves.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170106-506393	AP2102		\$311,000	\$311,000

Financial Summary:

The initial estimated cost of this project was \$375,000 with 80% funded by the Florida Department of Transportation and the Kissimmee Gateway Airport responsible for 20%. Due to the increase in costs, the airport will take an additional \$15,100 from reserves to cover the additional funding need. The new total project amount is \$390,100.00 with each agency funding the following amounts:

FDOT-PTGA (Grant #: 449265-1-94-01) \$300,000
Kissimmee Gateway Airport \$90,100

Recommendation

City of Kissimmee

Staff recommends Commission approval to award a construction contract and authorize staff to issue Notice to Procure and to Proceed to Trinity to construct a Secondary Weather Sensor (AWOS-1) unit at the Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):

1. AWOS Trinity-Avcon Recommendation to Award Letter
2. (S) Trinity Contract Agreement (3pgs)
3. AP2102 Secondary Weather Station- Resolution
4. CC Agenda Item 06-01-2021 Item 7.E
5. CC Agenda Item 06-01-2021 Item 7.G
6. EXECUTED Public Transportation Grant Agreement AWOS



AVCON, INC.
Engineers & Planners

Sept 2, 2022

5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

Mr. Shaun Germolus, AAE
Director of Aviation
Kissimmee Gateway Airport
401 Dyer Blvd
Kissimmee, FL 34741

2020.161.02 CP15

**Re: Recommendation to Award
Secondary Weather Sensor (AWOS-I)
ISM – Kissimmee Gateway Airport
FDOT FM #449265-1 / Bid # IFB2022-004**

Dear Mr. Germolus:

AVCON, Inc. (AVCON) has reviewed the one (1) bid received on July 12, 2022 for the above-referenced project. The bidder is **Trinity Electrical Services, Inc. (Trinity)**. Attached is the Bid Tabulation

Trinity's mathematics were checked and no mathematical errors were found. Trinity's bid appears to be fair, balanced, and in-line with current market prices.

References

Trinity has provided a comprehensive list of references for similar size and type projects or larger, several of which are for Airport projects around the state. Of the three (3) references checked, all indicated that Trinity worked efficiently, had good equipment, and performed satisfactorily. To AVCON's knowledge, Trinity is not in any litigation with City of Kissimmee. It is AVCON's opinion that the contacted references provide sufficient evidence of the contractor's competence and performance.

DBE Information

Trinity has submitted documentation showing they will meet the DBE goal set for the project of 6.2%. Trinity intends to use one (1) DBE subcontractor for a total DBE percentage of 10.94%. It is AVCON's opinion that sufficient evidence of proposed DBE participation has been provided.

Insurance/Bond Provider Quality

The contract documents require surety underwriter ratings of A for Management and XII for strength. All of the underwriters\carriers exceed the minimum requirements, which is acceptable for the size, type, and location of the work. The insurance providers Trinity intends to use are as follows:

1. AutoOwner's, A++, Stable XV
2. Evanston, A, Stable XV
3. ICW, A, Stable XIII
4. ACE Property and Casualty Insurance Company, A++, Stable XV

The underwriters above meet the contract's minimum requirements according to AM Best's Ratings service. We have received valid insurance certificates with the City and Engineer as additional named insured.

Funding

Based on the bid amount and AVCON's engineering services, the table below represents the proposed funding. FDOT will be funding 80% of the project while the Airport will be funding 20% of the project. At this time, the project is currently over budget. After coordinating with the Airport, AVCON will remove the part time inspection fees, and provide periodic inspections under the construction administration task.



Funding Share Level Breakdown

1	Construction	\$ 311,000.00	Trinity Bid
2	Design\Const Engineering	\$ 116,492.50	AVCON D\C
3	Bid Advertisement	\$ 79.92	Sentinel Ad
Total Project Cost		\$ 427,572.42	
		Requested	Actual
	FAA	\$ -	\$ -
	FDOT	\$ 228,000.00	\$ 300,000.00
	Local	\$ 57,000.00	\$ 75,000.00
		\$ 285,000.00	\$ 375,000.00

\$ 375,000.00	ISM + FDOT
\$ 427,572.42	Needed Total
\$ (52,572.42)	Deficit
\$ 37,492.50	Remove RPR
\$ (15,079.92)	Deficit

Task No.	AVCON Description	Fee
1	Design	\$ 54,500.00
2	Bidding	\$ 5,000.00
3	Construction Administration	\$ 13,000.00
4	C&T Materials	\$ 3,500.00
5	Part-time RPR	\$ 37,492.50
6	Record Drawings	\$ 3,000.00
		\$ 116,492.50

Recommendation to Award and FDOT Concurrence

Based on the information and findings above, AVCON recommends the City of Kissimmee Gateway Airport award the **Secondary Weather Sensor (AWOS-I)** project to **Trinity Electrical Services, Inc.** in the amount of **\$311,000.00**, pending FDOT concurrence. The grant funds are already in place, but as mentioned above, there is a slight deficit.

Please forward this recommendation to award with supporting documentation to your FDOT representative for review and approval. No work by the contractor may be performed without a Notice to Proceed from FDOT.

When you are ready, AVCON will prepare the Notice of Intent to Award and conformed construction contracts for Trinity to execute in anticipation of review, approval, and execution by the City Commission. Please do not hesitate to contact me if you have any questions or comments on this important aviation project.

Mr. Shaun Germolus
ISM – Kissimmee Gateway Airport
Secondary Weather Sensor (AWOS-I) - Recommendation to Award
Sept 2, 2022
Page 3 of 3



Sincerely,

A handwritten signature in blue ink, appearing to read "Russell D. Holliday", is written over a light blue grid background.

Russell D. Holliday, PE
Senior Project Manager – Airports

Enclosure
Rte:\\SS, File



KISSIMMEE GATEWAY AIRPORT
 SECONDARY WEATHER SENSOR (AWOS-I)

INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE		TRINITY ELECTRICAL SERVICES, INC.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	M-101-1	MOBILIZATION, SURVEY, CSPP, DEWATERING, AND AS-BUILTS	LS	1	\$27,000.00	\$27,000.00	\$30,000.00	\$30,000.00
2	P-151-1	TREE, BUSH, AND SHRUB REMOVAL	AC	7	\$5,000.00	\$35,000.00	\$4,300.00	\$30,100.00
3	P-151-2	EXISTING PORTABLE BUILDING/FENCE/CONEX REMOVAL - COMPLETE	EA	1	\$35,000.00	\$35,000.00	\$500.00	\$500.00
4	L-108-1	2 AWG, THWN-2, INSULATED COPPER CONDUCTOR, INSTALLED IN DUCT OR CONDUIT	LF	2,000	\$5.00	\$10,000.00	\$4.50	\$9,000.00
5	L-108-2	8 AWG, THWN-2, INSULATED COPPER CONDUCTOR, INSTALLED IN DUCT OR CONDUIT	LF	100	\$3.00	\$300.00	\$4.00	\$400.00
6	L-108-3	2 AWG SOLID COPPER COUNTERPOISE WIRE, INSTALLED OVER DUCT OR CONDUIT	LF	500	\$3.00	\$1,500.00	\$6.00	\$3,000.00
7	L-108-4	3/4" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	40	\$100.00	\$4,000.00	\$100.00	\$4,000.00
8	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	500	\$8.00	\$4,000.00	\$4.00	\$2,000.00
9	SP-111-1	SHORT CIRCUIT/COORDINATION/DEVICE EVALUATION/ARC FLASH ANALYSIS	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
10	L-115-1	L-867D JUNCTION CAN	EA	2	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
11	SP-151-1	AWOS I - CIVIL SITE WORK PREPARATION, GRADING, FOUNDATIONS, SODDING - CONTRACTOR	LS	1	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00
12	SP-151-2	AWOS I - ELECTRICAL SERVICE RACK AND POWER DISTRIBUTION - CONTRACTOR	LS	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
13	SP-151-3	AWOS I - PROVIDE COMPLETE AWOS SYSTEM FIELD EQUIPMENT AND OPERATOR TERMINAL WITH ALL APPURTENANCES - VENDOR	LS	1	\$70,000.00	\$70,000.00	\$90,000.00	\$90,000.00
14	SP-151-4	AWOS I - INSTALL COMPLETE AWOS SYSTEM FIELD EQUIPMENT, OPERATOR TERMINAL, AND APPURTENANCES. INCLUDING ALL INSTALLATION AND	LS	1	\$30,000.00	\$30,000.00	\$85,000.00	\$85,000.00
15	SP-151-5	AWOS I - FCC LICENSE AND UHF FREQUENCY COORDINATION WITH GOVERNMENT AGENCIES - CONTRACTOR	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
16	SP-151-6	AWOS I - FAA SYSTEM COMMISSIONING - CONTRACTOR	LS	1	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
17	SP-151-7	AWOS I - ONE (1) YEAR MAINTENANCE CONTRACT	LS	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
TOTAL						\$288,800.00		\$311,000.00

Russell D. Holliday, PE



June 3, 2020
 2020.161.02

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ in the year of 20____, by and between the City of Kissimmee, Florida hereinafter together called the OWNER, and Trinity Electrical Services, Inc., hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR, for and in consideration of the payments hereinafter specified and agreed to be made by the OWNER, hereby covenants and agrees to procure, furnish and deliver all of the materials and supplies and to do and perform all of the work and labor required to:

Project Description:

SECONDARY WEATHER SENSOR (AWOS-I)

The description of the proposed work includes, but is not limited to the following:

1. Tree clearing, stripping for foundations
2. Concrete AWOS support foundations,
3. Coordination with Utility Providers and construction of underground utilities,
4. Electrical work inside the Airport Traffic Control Tower

..... pursuant to all applicable codes, FAA/FDOT standards, and the available project budget funds. The work may be divided into multiple bid schedules.

Work shall be completed for the Unit Prices Bid within **120 Calendar Days**, including procurement, substantial and final inspection punch-out. The work shall be in conformity with the **Project Manual** on file at the Office of the Director of Aviation, at the City of Kissimmee Gateway Airport, Florida, (designated **Bid #IFB2022-004, FDOT FM #449265-1**) and which Construction Plans, Technical Specifications, and Contract Documents including, but not limited to, those documents contained in the **Project Manual** are incorporated herein and made a part of this Agreement with the same effect as if they had been set forth fully in the body of this Agreement, and CONTRACTOR agrees to and shall be bound by all of the terms, conditions, and requirements of the Contract Documents.

The CONTRACTOR agrees to make payment of all proper charges for labor, materials, supplies and services required in the aforementioned work, and to defend, indemnify, and save harmless the OWNER and all their members, officers, agents, employees and servants, and each and every one of them, against and from all suits and costs of every kind and description, and against and from all damages to which the OWNER or any of its members, officers, agents, employees or servants may be put, by reason of injury to the persons or property of others resulting from the performance of the Work, or through the Negligence of the CONTRACTOR, or through any improper or defective machinery, implements or appliances used by the CONTRACTOR, its agents, employees, servants or any other person or entity for whom the CONTRACTOR is responsible.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof. However, as a minimum, liquidated damages will be assessed in the sum of **\$500** for each consecutive calendar day past the date of completion.

In consideration of the premises, the OWNER will pay to the CONTRACTOR for the said Work, when fully completed, the Total Contract Price **Three Hundred Eleven Thousand Dollars and 00/100 Cents (\$311,000.00)** for all bid schedules for the Unit Price Bid subject to such additions and deductions as provided for in the Contract Documents. Payments shall be made at the Unit Price amount, as provided for and upon the terms set forth in the Contract Documents. It is understood that the total amount to be paid shall be based on the said Unit Price bid made a part of this Agreement for the work actually completed in accordance with the Contract Documents.

Unless otherwise declared in an addendum hereto, CONTRACTOR warrants to OWNER that no member, officer or employee of the OWNER has any material interest (as defined in Section 112.312 (1) Florida Statutes) either directly or indirectly, in the business of the CONTRACTOR to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

The Contractor hereby warrants that all labor furnished under this Contract shall be competent in performing the tasks undertaken, that the product of such labor shall yield only first-quality results, that all materials and equipment provided shall be new and of first quality, that the completed work will be complete, of first quality, without defect, and that all work strictly complies with the requirements of this Contract. The Contractor warrants the work completed under this Contract to be free from defects and shall correct any defects found for a period of at least one calendar year beginning upon final acceptance of the work by the Owner. Contractor shall complete and submit the Certificate of Warranty (Section CW) prior to final payment, as well as the Final Release of Lien and other required documents contained in the bid package attached hereto.

This Contract shall be binding upon the OWNER, its successor or successors, and upon the CONTRACTOR and its heirs, executors, administrators, successors, and assigns, and is voidable and may be terminated by the OWNER, in accordance with the provisions of the Contract Documents which are made a part of this Agreement, or if the provisions of the statutes relative thereto are not complied with.

(Use this page if the CONTRACTOR is a Corporation)

IN WITNESS WHEREOF, the said City of Kissimmee, Florida has caused this Contract to be executed in its name by _____ and has caused the seal of said OWNER to be hereto attached; and the said CONTRACTOR has caused this Contract to be executed in its name by Trinity Electrical Services, Inc., attested by Chad Hutchinson, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

OWNER

By: _____

ATTEST:

By: _____

TRINITY ELECTRICAL SERVICES, INC.

Chad Hutchinson

Chad Hutchinson, President
CONTRACTOR

By: Chad Hutchinson
PRESIDENT

ATTEST:

By: Angie Hutchinson
(CONTRACTOR)

RESOLUTION NO. 11-2021

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for the of an Auxiliary Weather Station Project.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in the funding of this program, and

WHEREAS, it is necessary, for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation for construction funding of this project.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.:449265-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this 1st Day of June 2021.

CITY OF KISSIMMEE, FLORIDA



Mayor-Commissioner

ATTEST



City Clerk

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 April 27, 2021 Commission Workshop Minutes.

7.B AWARD CITY SIGNATURE FESTIVAL/EVENTS PERFORMANCE AND PRODUCTION SERVICES AGREEMENT

Approval and execution of the City Signature Festival/Events Performance and Production Services Agreement with aXis Productions & Events for services described in RFP 2021-003.

7.C AWARD LANDSCAPE SERVICES AGREEMENT FOR KISSIMMEE LAKEFRONT PARK

Approval to award landscape services for Lakefront Park to Groundtek of Central Florida, Inc. in an amount up to \$136,500 and authorize the City Manager to sign the agreement and any subsequent renewals.

7.D ACCEPTANCE OF A FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT TO UPDATE THE AIRPORT MASTER PLAN

Approval to accept a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to update the Airport Master Plan for Kissimmee Gateway Airport.

7.E ACCEPTANCE BY RESOLUTION OF A FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR AN AUXILIARY WEATHER STATION TO SUPPORT THE AIR TRAFFIC CONTROL TOWER

Acceptance of a Florida Department of Transportation (FDOT) Public Transportation Grant Agreement for an auxiliary weather station to support the air traffic control tower at Kissimmee Gateway Airport.

ITEM 7.E**ACCEPTANCE BY RESOLUTION OF A FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT FOR AN AUXILIARY WEATHER STATION
TO SUPPORT THE AIR TRAFFIC CONTROL TOWER****Request**

Acceptance of a Florida Department of Transportation (FDOT) Public Transportation Grant Agreement for an auxiliary weather station to support the air traffic control tower at Kissimmee Gateway Airport.

Explanation

The Federal Aviation Authority (FAA) requires the federal contract tower at the Kissimmee Gateway Airport to provide air traffic services that include up to date weather information for the pilots. As part of the requirements, a secondary weather system is to be installed on the Airport to provide backup data in the event of a failure of the primary system.

FDOT is offering an 80% Public Transportation Grant Agreement (PTGA) for this project. The Airport's responsibility is 20%. AVCON Inc, has obtained an FAA approved site selection and will design, bid and oversee the construction of the system.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47000334-334410	N/A	Increase	\$300,000	
47070106-506393	AP2102	Increase	\$300,000	

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%). The total project amount is \$375,000 with each agency funding the following amounts:

FDOT-PTGA : (FM No.449265-1-94-01) - \$300,000
Kissimmee Gateway Airport - \$75,000

The City/Airport share for this project is \$75,000; \$32,000 is available in project AP2102. The balance needed for the City match as well as an additional amount will be provided by Airport reserves in the amount of \$60,000 based upon a subsequent agenda item requesting a transfer from

City of Kissimmee

reserves.

Recommendation

Staff recommends City Commission approval to accept, BY Resolution, a PTGA from FDOT for an auxiliary weather station to support the air traffic control tower at Kissimmee Gateway Airport and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Airport

Presenter:

Attachment(s):

1. Resolution PTGA for Auxiliary Weather Station Project-
2. PTGA Agreement - FM 449265-1 - Secondary Weather Station

7.F TRANSFER FROM AIRPORT RESERVES FOR AUXILIARY WEATHER STATION TO SUPPORT THE AIR TRAFFIC CONTROL TOWER

Approval to transfer funds from Airport reserves to complete financial requirements for auxiliary weather station to support the air traffic control tower.

7.G AMENDMENT #10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVCON, INC. FOR BIDDING AND ENGINEERING SERVICES TO OVERSEE THE CONSTRUCTION OF A WEATHER STATION

Approval of amendment #10 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for the design, bidding, and construction engineering services for the construction of a weather station.

7.H AMENDMENT #11 TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVCON, INC. TO UPDATE THE AIRPORT MASTER PLAN

Approval of amendment #11 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, to oversee the completion of an update to the Airport master plan.

7.I CITY OF KISSIMMEE PARTICIPATION IN THE OSCEOLA COUNTY HOME CONSORTIUM

Authorization for the Mayor to sign a letter renewing participation in the Osceola County Consortium for Fiscal Years 2022-2024.

7.J AMENDMENT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT FOR DESIGN OF THE WOODSIDE DRAINAGE IMPROVEMENT PROJECT

Approval of an amendment to extend an Florida Department of Environmental Protection (FDEP) grant agreement to allow additional time for design of Phase II of the Woodside Drainage Improvement Project.

7.K POLICE DEPARTMENT EVIDENCE ROOM RENOVATION BY GROVE CONSTRUCTION

Approval to utilize the City's master agreement with Grove Construction to complete renovations to the evidence area at the Police Department in the amount of \$70,153.13.

ITEM 7.G**AMENDMENT #10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVCON, INC. FOR BIDDING AND ENGINEERING SERVICES TO OVERSEE THE CONSTRUCTION OF A WEATHER STATION****Request**

Approval of amendment #10 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for the design, bidding, and construction engineering services for the construction of a weather station.

Explanation

Due to the experience of AVCON Inc. in the aviation and planning field, the Kissimmee Gateway Airport has selected AVCON, Inc. to provide professional services to design, bid and oversee the construction of the Airport's weather station. Construction services will also include on-site inspections, control and testing of materials, and record drawings of final construction. AVCON, Inc. has an existing continuing services contract with the City.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	AP2102	Decrease	\$375,000.00	\$116,492.50

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%). The total project amount is \$375,000.00 with each agency funding the following amounts

FDOT-PTGA (FM No.: 449265-1-94-01) - \$300,000
Kissimmee Gateway Airport - \$75,000

Recommendation

Staff recommends Commission approval of amendment #10 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for the design, bidding, and construction engineering services for the construction of a weather station.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Airport

Presenter:

Attachment(s):

1. AVCONScope-Amendment 10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

Financial Project Number(s): (Item-segment-phase-sequence) <u>449265-1-94-01</u>	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u> Federal Award Date: <u>N/A</u> Agency DUNS Number: <u>80-269-4759</u>	DPTO	FLAIR Category: <u>088719</u> Object Code: <u>751000</u> Org. Code: <u>55052000531</u> Vendor Number: <u>VF596000348026</u>
Contract Number: <u>G1X44</u>			
CFDA Number: <u>N/A</u>			
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.004</u>			
CSFA Title: <u>Aviation Grant Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 6/7/2021 | 2:45 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and City of Kissimmee, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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 Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Design, Bid, and Construct Automated Weather Observation System (AWOS) at Kissimmee Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, 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. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
 - ☐ **Seaports**
 - ☐ **Transit**
 - ☐ **Intermodal**
 - ☐ **Rail Crossing Closure**
 - ☐ **Match to Direct Federal Funding (Aviation or Transit)**
 - ☐ **Other**
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/21

- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency 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 prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ☐ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’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. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency 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 Agency 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 Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency 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 Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

9. Project Cost:

- a. The estimated total cost of the Project is \$375,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency 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", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been 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. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

___ Travel expenses ARE eligible for reimbursement under this Agreement. 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 Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred 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 the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency 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 Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables 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 deliverables are received, inspected or verified, 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), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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 Agency 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. Records Retention. The Agency 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 records shall be furnished to the Department upon request. Records of costs incurred include the Agency'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. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

- k. Offsets for Claims.** 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 that it has with the Agency owing such amount if, upon written 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.
- l. Final Invoice.** The Agency 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.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** 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, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** 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:

"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."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency 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 arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency 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.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency 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.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, 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 Agency and its contractors agree to ensure that DBEs 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 DBEs have the opportunity to compete for and perform contracts. The Agency 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.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency 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 State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- 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 Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

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 Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, 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 Agency 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 Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency 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 Agency 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 Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency 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 Agency’s audit period for each applicable audit year. In the event the Agency 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 Agency’s resources obtained from other than Federal entities).
 - iv. The Agency 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. 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 Agency’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 Agency fails to have an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

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 Agency 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 Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency'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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance 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 state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency 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 Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/21

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency'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.
- c. The Agency 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, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, 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.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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.
- b. **Discriminatory Vendor List.** 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.
- c. **Non-Responsible Contractors.** 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 Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, 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 Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency 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 the Agency during the term of the contract; and
 - ii. Expressly require any 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.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. 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 Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency 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 Agency 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.
- c. **Severability.** 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.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/21

- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency 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 Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** 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.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

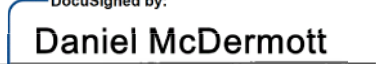
AGENCY City of KissimmeeBy: Name: Olga GonzalezTitle: Mayor-Commissioner

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: 1752524FC337485...Name: C. Jack AdkinsTitle: Interim Director of Transportation DevelopmentSTATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:

Daniel L. McDermott585E81E26BBA45C...

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design, Bidding, Acquisition, Installation and Training of FAA required Automated Weather Observation System (AWOS). This is required to report certified data: wind speed and direction, wind gust, variable wind direction, temperature, dewpoint, altimeter setting, density altitude, and visibility.

B. Project Location (limits, city, county, map): Kissimmee Gateway Airport/Kissimmee, FL/Osceola

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, bid and award, construction inspection and material testing costs, mobilization and demobilization, purchase, delivery, installation, testing, commissioning of the equipment, coordination with all necessary agencies; and site preparation (earthwork and electrical work). It includes all materials, equipment, labor, and incidentals to complete a Weather Reporting Equipment installation project. The Sponsor will comply with Aviation Program Assurances.

The specifics of the Project Scope for the design will include a site study for the new system to be reviewed and approved by the FAA. System design and specifications will be prepared for the auxiliary weather sensor components required by FAA to supplement the existing on-airport equipment to maintain Air Traffic Control Tower (ATCT) operations.

The specifics of the Project Scope for construction will be described in and limited by all Design and Bid documents provided by the Sponsors Engineer. Together with all plan updates, necessary design variations, expectations, and change orders approved by the sponsor.

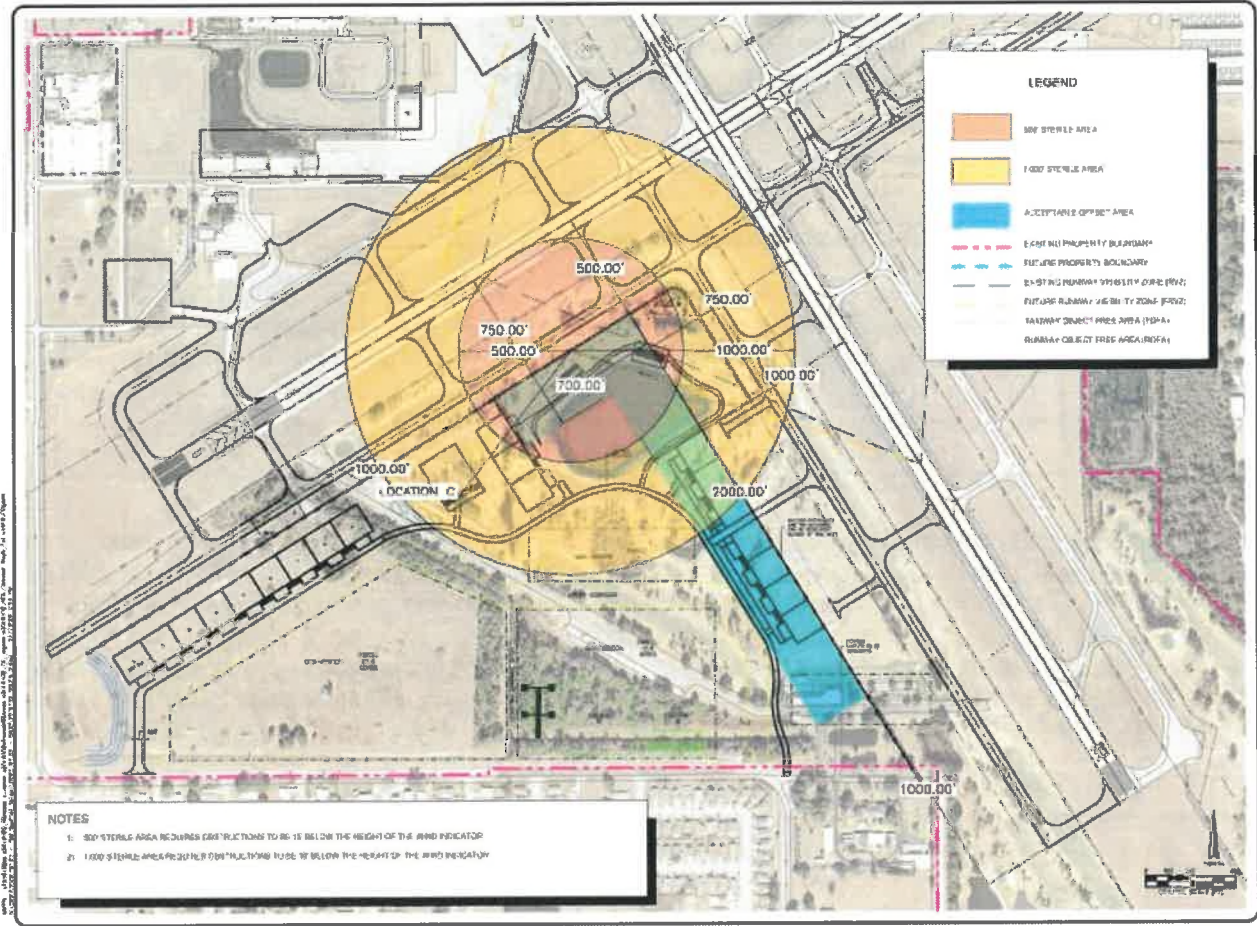
D. Deliverable(s): Final close out documents to be uploaded into Jacip.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored material

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



AVCON, INC.
Aircraft Maintenance
2000 S. US HWY 1, SUITE 100, KISSIMMEE, FL 34741
PH: 407.818.1100 FAX: 407.818.1101
WWW.AVCONINC.COM

AVCON has been awarded the right to construct and maintain the
runway and taxiway pavement. Please contact the project manager
for more information and to schedule a meeting. The construction
will be completed within 12 months.

PROJECT MANAGER: B. G. G.

**AUXILIARY WEATHER
STATION**

**KISSIMMEE
GATEWAY AIRPORT
KISSIMMEE, FLORIDA**

**SOUTH 2 ALTERNATIVE
RECOMMENDED**

SCALE (FT): GRAPHIC

NO.	DATE	BY	REVISIONS

DESIGNED BY: DCS
DRAWN BY: DWP
CHECKED BY: CAD
APPROVED BY: BGS
DATE: MAY, 2009

PROJECT NO. -
FAX APP NO. -
AVCON PROJECT NO. 2009-101-00
CADD: 301002 SOUTH_2

**DRAWING
EXHIBIT 3**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449265-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$300,000
449265-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$75,000
Total Financial Assistance							\$375,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$300,000	\$75,000	\$0	\$375,000	80.00	20.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$300,000	\$75,000	\$0	\$375,000			

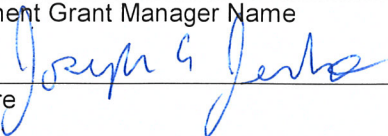
*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature 

Date May 24, 2021

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the 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, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency 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 Agency 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 Agency 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.
- f. The Agency 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.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on 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 Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

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 Agency'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, F.S.

- i. The Agency 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.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency 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, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. 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 its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency 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 Agency shall remove its presence, including, but not limited to, all of the Agency'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.
- p. 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 Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency 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 Agency 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 Agency 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 Agency's sole cost and expense,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

without Department liability to the Agency 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 Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. 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 Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. 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.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. 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:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

**Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20**

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. 11-2021

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for the of an Auxiliary Weather Station Project.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in the funding of this program, and

WHEREAS, it is necessary, for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation for construction funding of this project.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.:449265-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this 1st Day of June 2021.

CITY OF KISSIMMEE, FLORIDA



Mayor-Commissioner

ATTEST



City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

24. Noise Mitigation Projects. The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

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:

(1) **Salaries:** A payroll register or similar documentation should be submitted. 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.

(2) **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.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. 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 Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that 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
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$300,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Kevin.Powell@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1X44

6/7/2021

CONTRACT INFORMATION

Contract:	G1X44
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF KISSIMMEE
Vendor ID:	F596000348026
Beginning Date of This Agreement:	06/03/2021
Ending Date of This Agreement:	06/01/2024
Contract Total/Budgetary Ceiling:	ct = \$300,000.00
Description:	AWOS at Kissimmee Gateway Airport

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/7/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	\$300,000.00
Financial Project:	44926519401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2021
Budget Entity:	55100100
Category/Category Year:	088719/21
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$300,000.00

Certificate Of Completion

Envelope Id: 7CC67432103F487CA96E2131E81D79E4

Status: Completed

Subject: Please DocuSign: 449265-1-94-01 (G1X44) AWOS Kissimmee Gateway Airport

Contract Number (ex. C9A12, optional): G1X44

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 449265-1-94-01

Office (contact Procurement if add is needed):

Local Programs

Source Envelope:

Document Pages: 40

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Kevin Powell

AutoNav: Enabled

605 Suwannee Street

Enveloped Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tallahassee, FL 32399-0450

Kevin.Powell@dot.state.fl.us

IP Address: 156.75.252.6

Record Tracking

Status: Original

Holder: Kevin Powell

Location: DocuSign

6/7/2021 9:17:41 AM

Kevin.Powell@dot.state.fl.us

Signer Events

Daniel McDermott

Daniel.McDermott@dot.state.fl.us

Senior Attorney

FL DOT

Signing Group: D5 General Law Legal Group

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jack Adkins

jack.adkins@dot.state.fl.us

Interim Director of Transportation Development

FDOT

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signature

DocuSigned by:

Daniel McDermott

585E81E26BBA45C...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Timestamp

Sent: 6/7/2021 10:46:22 AM

Viewed: 6/7/2021 1:59:20 PM

Signed: 6/7/2021 2:01:34 PM

DocuSigned by:

Jack Adkins

1752524FC337485...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Sent: 6/7/2021 2:01:38 PM

Viewed: 6/7/2021 2:45:39 PM

Signed: 6/7/2021 2:45:47 PM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Kim Kipp kim.kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/7/2021 2:45:50 PM
Linda Lee linda.lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/7/2021 2:45:50 PM
Lisa Buscher lisa.buscher@dot.state.fl.us Allison Godwin allison.godwin@dot.state.fl.us Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious L. Lewis Precious.Lewis@dot.state.fl.us Kevin Powell Kevin.Powell@dot.state.fl.us Local Program Coordinator Florida Department of Transportation Signing Group: D5 Local Government Agreements Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/7/2021 2:45:50 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/7/2021 10:46:23 AM
Certified Delivered	Security Checked	6/7/2021 2:45:39 PM
Signing Complete	Security Checked	6/7/2021 2:45:47 PM
Completed	Security Checked	6/7/2021 2:45:50 PM
Payment Events	Status	Timestamps

ITEM 7.H

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

Request

Request Commission approval of Amendment No. 14 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for the design, bidding, and construction engineering services for the construction of a Weather Station.

Explanation

Due to their experience in the aviation and planning field, the Kissimmee Gateway Airport has selected AVCON, Inc. to provide professional services to design, bid and oversee the construction of the airport's weather station. Construction services will also include on-site inspections, control and testing of materials, and record drawings of final construction.

The FAA requires the Federal Contract Tower at the Kissimmee Gateway Airport to provide air traffic services including up-to-date weather information for the pilots. As part of the requirements, a secondary weather system is to be installed at the airport to provide backup data in the event of a failure of the primary system. On June 1, 2021, the City Commission accepted a Florida Department of Transportation (FDOT) 80% Public Transportation Grant Agreement (PTGA) for this project. At that time, the airport's responsibility was 20%, which is \$75,000. Due to the increase in prices, the selected bid came in higher than estimated over 12 months ago, and the new airport responsibility is \$90,000.

FDOT does not have any additional funds allocated for this project. Therefore, Avcon, Inc. has agreed to reduce "Special Services, No.2-B. for Part-Time Inspection Expenses" in the amount of \$37,492.50 from their amendment No. 10 Agreement. In addition to this reduction, a transfer of \$15,100 from reserves is needed to meet the gap with the increased bid price.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	AP2102	Increase	\$375,000	\$15,100

Financial Summary:

The initial estimated cost of this project was \$375,000 with 80% funded by the Florida Department of Transportation and the Kissimmee Gateway Airport responsible for 20%. Due to the increase in costs, the airport will take an additional \$15,100 from reserves to cover the additional funding need. The new total project amount is \$390,100.00 with each agency funding the following amounts:

FDOT-PTGA (Grant #: 449265-1-94-01) \$300,000
Kissimmee Gateway Airport \$90,100

Recommendation

Staff recommends Commission approval of Amendment No. 14 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for the design, bidding, and construction engineering services for the construction of a Weather Station.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):

1. (S) Amendment No. 14 to the Airport Consulting Agreement City of Kissimmee and AVCON, Inc.
2. 7-2 Avcon Amendment No. 10 - Secondary Weather Station AP 2102 - \$116,492.50
3. 7-3 CC Agenda Item 06-01-2021 Item 7.G
4. 7-4 EXECUTED Public Transportation Grant Agreement AWOS
5. 7-5 AP2102 Secondary Weather Station- Resolution



AVCON, INC.
ENGINEERS & PLANNERS
5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

**AMENDMENT NO. 14
TO THE
AIRPORT CONSULTING AGREEMENT BETWEEN
CITY OF KISSIMMEE (CITY)
AND
AVCON, INC. (CONSULTANT)**

This ELEVENTH AMENDMENT (AMENDMENT) is entered into, effective this _____ day of _____ 20____, by and between the parties above described.

WHEREAS, the CITY and CONSULTANT have entered into a Master Airport Consulting Agreement (Professional Services Agreement) dated December 19, 2017, hereinafter referred to as the MASTER AGREEMENT, for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this AMENDMENT, all covenants, conditions, and obligations of the MASTER AGREEMENT not in conflict herewith shall remain in full force and effect.

WHEREAS, the CITY and CONSULTANT entered into Amendment No. 10 on June 1, 2021, providing for technical design and construction administration engineering services, and now desire to remove the Residential Project Representative (RPR) from the scope of work, which will not be performed by the Consultant.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the CITY, the CONSULTANT and the CITY do hereby agree to accomplish the work as follows:

1. **AMENDMENT REVISION.** For purposes of changes to the text of Amendment 10, as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text. Amendment No. 10 is hereby revised as follows:

SCOPE OF SERVICES: REDUCTION OF SERVICES

Provide technical design and construction administration engineering services in connection with Attachment A as follows:

SECONDARY WEATHER SENSOR ATCT MEL- AWOS A/I- DESIGN/BUILD

This project has a construction budget of between approximately \$300,000 and \$400,000 including construction engineering and inspection.

All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services and Fee Structure between Consultant and Client therein or as attached to this Supplemental Agreement.

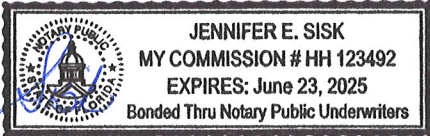
The LUMP SUM Cost of this Amendment is ~~ONE Hundred Sixteen Thousand Four Hundred Ninety Two and 50/100 dollars (\$116,492.50)~~ **Seventy-Nine Thousand and 00/100 dollars (\$79,000.00)**, as detailed in Attachment A Exhibit C (Revised), Professional Services Compensation. The Client agrees to pay **AVCON** for its services based on approved monthly invoices.

The client project representative and **AVCON** shall jointly determine interim production and review milestones.

This AMENDMENT, together with Amendment No. 10 and all referenced attachments shall constitute the complete AMENDMENT for this assignment.

IN WITNESS WHEREOF, the parties have executed this Amendment for the purpose herein expressed on the date hereinabove first shown.

AVCON INC.

  
Sandeep Singh, President

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November 2022, by SANDEEP SINGH as President of AVCON, INC., who is personally known or produced _____ as identification.

ATTEST:

CITY OF KISSIMMEE

City Clerk

Mayor

APPROVED AS TO FORM AND LEGALITY.

City Attorney

EXHIBIT C (REVISED)

PROFESSIONAL SERVICES COMPENSATION

SECONDARY WEATHER SENSOR ATCT MEL- AWOS A/I- DESIGN/BUILD

CITY OF KISSIMMEE GATEWAY AIRPORT, KISSIMMEE, FLORIDA

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. The lump sum fees are complete and inclusive of all labor, expenses, overhead costs, general and administrative costs of doing business, direct costs, and profit.

AVCON Sub- Task	Service Description	Compensation	Method
I. Basic Services			
1	A. Design	\$54,500.00	Lump Sum
2	B. Bidding	\$5,000.00	Lump Sum
3	C. Construction Administration	\$13,000.00	Lump Sum
SUB-TOTAL Basic Services		\$72,500.00	
II. Special Services			
1	A. Control & Testing of Construction Materials	\$3,500.00	Lump Sum
2	B. Record Drawings	\$3,000.00	Lump Sum
SUB-TOTAL Special Services		\$6,500.00	
GRAND TOTAL All Services		\$79,000.00	

Funding Share Level Breakdown		
FDOT	\$63,200.00	80%
City	\$15,800.00	20%
Amendment Total	\$79,000.00	

END OF AMENDMENT14



AVCON, INC.
ENGINEERS & PLANNERS
5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

**AMENDMENT NO. 10
TO THE
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

**CITY OF KISSIMMEE
KISSIMMEE, FLORIDA
(SPONSOR)**

AND

**AVCON, INC.
ORLANDO, FLORIDA
(CONSULTANT)**

This is a AMENDMENT entered into, effective this 1st day of June 2021, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into a Master Consulting Agreement (Professional Services Agreement) dated December 19, 2017, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this SUPPLEMENTAL AGREEMENT, all covenants, conditions, and obligations of the MASTER AGREEMENT not in conflict herewith shall remain in full force and effect.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows:

SCOPE OF SERVICES:

Provide technical design and construction administration engineering services in connection with Attachment A as follows:

SECONDARY WEATHER SENSOR ATCT MEL- AWOS A/I- DESIGN/BUILD

This project has a construction budget of between approximately \$300,000 and \$400,000 including construction engineering and inspection.

All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services and Fee Structure between Consultant and Client therein or as attached to this Supplemental Agreement.

The **LUMP SUM COST** of this AMENDMENT is **One Hundred Sixteen Thousand Four Hundred Ninety Two and 50/100 dollars (\$116,492.50)**, as detailed in Attachment A. The Client agrees to pay **AVCON** for its services based on approved monthly invoices.

The client project representative and **AVCON** shall jointly determine interim production and review milestones.

This AMENDMENT and all referenced attachments shall constitute the complete AMENDMENT for this assignment.

Sponsor Concurrence:

CITY OF KISSIMMEE

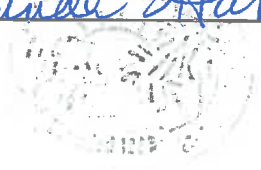
By: 
Honorable Olga Gonzalez

Mayor - Commissioner

Date: June 1, 2021

ATTEST:





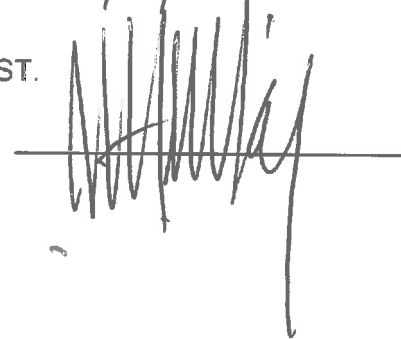
Consultant Concurrence:

AVCON, INC.

By: 
Authorized Signature
Sandeep Singh, P.E.
President

Date: 05/20/21

ATTEST.



ATTACHMENT A

SECONDARY WEATHER SENSOR ATCT MEL- AWOS A/I- DESIGN/BUILD PERFORMANCE PACKAGE ENGINEERING (NON-FEDERAL)

The following parties are referred to hereafter: SPONSOR (SPONSOR - City of Kissimmee); CONSULTANT (SPONSOR's Consultant – AVCON, Inc.); FAA (Federal Aviation Administration); FDOT (Florida Department of Transportation); DISTRICT (South Florida Water Management District); FDEP (Florida Department of Environmental Protection);

Consulting Services for the PROJECT include design engineering phase services as follows: design to provide a performance design package including plans, contract documents, performance specifications, and bidding.

I. PROJECT DESCRIPTION

The work can generally be as described below, hereinafter called the PROJECT.

Due to the complex and highly specialized nature of the proposed equipment and foundations necessary for the proposed work, this scope will cover a design/build performance criteria package. Therefore, the work will consist of the level of effort required for the design/build performance criteria package, bidding, construction admin, record drawings, and part-time inspection for:

SECONDARY WEATHER SENSOR ATCT MEL- AWOS A/I- DESIGN/BUILD (NON-FEDERAL)

- Locate the AUXILIARY WEATHER SENSOR on the Airport, and update to the Airport Layout Plan accordingly.
- Formulate performance specifications for AUXILIARY WEATHER SENSOR components, that are required by FAA to supplement the existing on-airport equipment to maintain ATCT operation. The sensor is required to report certified data of: wind speed and direction, wind gust, variable wind direction, temperature, dewpoint, altimeter setting, density altitude, visibility (AWOS I), to be verified.
- Prepare performance plans, details, contract documents, and specifications package project manual for bidding to contractors/interested parties.
- Submit the FAA 7460-1 and Site Location plans for permission from FAA to build the AUXILIARY WEATHER SENSOR as a permanent installation on the Airport.
- Bid the project to obtain competitive bid pricing for construction

The contractor design/builder will be required to obtain necessary FCC commissioning frequency permitting / licensing, and all other permits, licenses, and fees.

Siting and approval by FAA will be part of the design coordination effort.

II. PROJECT SERVICES

The PROJECT Services are divided into the FAA categorized Basic Services and Special Services per Advisory Circular 150/5100-14. **Basic Services** are identified in Section III, and consist of the following phases:

- **Basic Services**

- A. Design

- B. Bidding
- C. Construction Admin

- **Special Services** are identified in Section IV and are sub-divided into following phases:

- A. Control & Testing of Construction Materials
- B. Part-Time Inspection + Expenses
- C. Record Drawings

Additional Services are identified in Section V, and include services not specifically performed in this SUPPLEMENTAL AGREEMENT, due to circumstances that may arise and which are beyond the control of the CONSULTANT, or due to not being applicable to the PROJECT.

III. BASIC SERVICES

The services to be rendered by the CONSULTANT included under this Article are defined as Basic Services in accordance with FAA AC 150/5100-14.

- A. **Design.** Services to be rendered by the CONSULTANT during this phase include:
 1. Coordinate and provide for initial topographic survey and one geotechnical boring for the proposed Auxiliary Weather Sensor foundation.
 2. Prepare for, attend, and conduct one Kick-off / Pre-Design (30%) meeting in conjunction with City staff, Airport Tenants, FAA, FDOT, and others to review the conceptual design, to ensure direction and intent of the PROJECT and to answer questions from interested parties. Prepare and select the site for the new AUXILIARY WEATHER SENSOR and coordinate with FAA Non-Federal Program Implementation Manager (PIM).
 3. Identify any modifications to FAA/FDOT design standards and/or FAA/FDOT standard specifications and prepare a memorandum to the SPONSOR explaining advantages and alternates. CONSULTANT will coordinate SPONSOR approved deviations with the FAA/FDOT through approval, as necessary.
 4. Conduct at least one on-site field investigation, making notes, and taking photographs as necessary to clarify design parameters. Conduct interviews with applicable emergency services, utility, and Airport personnel.
 5. Prepare General and Special Provisions, Contract Forms, Technical Specifications. Use FAA/FDOT Standard Specifications, latest edition at the time of execution of this Professional Services Agreement. CONSULTANT may make modification(s) to these standards provided the changes are approved by SPONSOR, FAA, and FDOT. SPONSOR will be responsible for approving these prior to the coordination of the 100% certification letter submitted to the FDOT, and submission of plans and specifications to the FAA for approval (one for each design stage) as applicable.
 6. Prepare a complete set of construction drawings, in AutoCAD 2018 Civil 3D or later, detailing all of the proposed PROJECT construction (one set for each design stage). The plans will depict the primary project elements described above as separate schedules.
 7. Prepare Engineer's Report for the PROJECT, including an opinion of probable construction costs.

8. Prepare the 7460-1 documentation and file with the FAA.
9. At the 90% design development stages, submit the contract documents, drawings, technical specifications, and Engineer's report to the SPONSOR for review.
10. Prepare for, attend, one 90% Design Review conference, as necessary, in conjunction with SPONSOR and others to present design development and answer questions from interested parties.
11. Submit 100% certification letter to FDOT and Coordinate the Filing of FAA Airspace Checklist, Construction Safety and Phasing Plans, and remaining plans and specifications. A CSPP document will not be required since the project is not FAA funded.

B. Bidding.

1. Assistance with the actual advertising for bids, including assistance with advertisements for newspapers and construction trade publications. The actual cost of advertisement is included (bid invitation advertisement fee).
2. Assist SPONSOR in issuance of bid documents. Prepare, order, and assimilate bid sets including the construction plans and project manual to registered plans holders. Coordinate with plans rooms, SPONSOR, and others to arrange for delivery of bid sets, receive orders for bid sets, as well as manage and administer of bid sets in-house and to registered plans holders. Maintain a listing of registered plans holders, and dissemination to concerned parties.
3. Attend and assist the SPONSOR at one bid opening and advise as to matters relating to design as they may arise during the bidding period.
4. Prepare addenda as required and/or proposals, formulate responses to bidder questions, modify the plans and specifications as necessary, and general coordination and interpretation of the technical aspects of the bid documents.
5. Advise and make recommendations to SPONSOR during bidding, review the bids received as to the low responsive bidder quality, insurances, and references, and make determinations as to the efficacy of the bids. Prepare a recommendation to award letter, including a comprehensive bid tabulation with engineer's estimate. Coordinate with low responsive qualified bidder.

C. Construction Administration Phase services to be rendered by the CONSULTANT include:

1. Conduct one Pre-construction conference. The CONSULTANT will coordinate the time, date, and location of the preconstruction conference. The consultant will notify the Owner, the FAA, the FDOT, and other interested parties of the preconstruction conference and will invite their representatives to attend. The CONSULTANT will conduct the preconstruction conference in accordance with FAA AC 150/5300-9 *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects* to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.

3. **General Administration - Consultation and advice to the SPONSOR during construction.** The consultant will provide general consultation and advice to the Owner during the construction phase of the project. The consultant will provide general coordination between the Owner, FDOT, and the FAA during the construction phase of the project. The consultant will assist the Owner with the preparation and issuance of change orders, recommend construction specification interpretations, and advise the Owner as to the contractor's performance. The consultant will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The consultant will distribute copies of the monthly construction progress reports to the Owner, the FAA, and the FDOT. The consultant will provide general supervision and support to the RPR including, but not limited to, coordinating field survey personnel, processing the RPR's weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the contractor regarding contract administration, project changes, bonding and insurance issues, and other construction related matters. The consultant will communicate and coordinate with the contractor, Owner, FAA, FDOT, and RPR on a regular basis throughout the construction phase of the project in the form of teleconferences, letters, memos, faxes, and email.
4. **Preparation of field sketches required to resolve actual field conditions encountered.**
5. **Reviewing detailed construction, shop, materials certifications, and erection drawings submitted by contractor for compliance with design concepts.** The consultant will review the shop drawings and materials submittals that are furnished by the contractor as required by the construction contract documents. The consultant will either fully approve, conditionally approve, or reject the shop drawings and materials. The consultant will return conditionally approved and rejected shop drawings and materials submittals to the contractor for changes or revisions prior to the use of the materials on the project. The consultant will review up to three (3) resubmissions of a conditionally approved or rejected shop drawing or submittal. The consultant will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The consultant will distribute copies of the submittals and the updated submittal register to the Owner and the contractor.
6. **Reviewing and analyzing laboratory and field soils test reports, and delivery certificates for materials and equipment, as necessary and required by the PROJECT scope.**
7. **Observation of initial operation performance tests and test strips required by specifications.**
8. **Review and approval of periodic estimates submitted by the Resident Project Representative for partial and final payments to the contractor.**
9. **Final review of contractor monthly pay applications, including any adjustments necessary, and preparation of the recommendation to pay (as appropriate) letter, with one or more copies of the certified approved version of the application.**
10. **Preparation and negotiation of change orders and supplemental agreements, Requests for Information (RFI), Engineer's Supplemental Instructions (ESI), or review and approval of field directive change orders.**
11. **Supervisory Site Visits - The consultant will make periodic supervisory visits to the**

construction site to observe the progress, safety, and quality of the construction. The consultant will coordinate the site visits with the Owner and representatives of the contractor. The consultant's representatives will meet with the representatives of the Owner and the contractor to discuss the project's progress and to identify areas of concern to facilitate the construction.

12. Final Inspection - The consultant will conduct a site walk-through and final inspection of the project to confirm the completeness and quality of the construction. The consultant will coordinate the date and time of the final inspection via teleconferences, letters, faxes and email to the Owner, the FAA, the FDOT, the RPR, and the contractor. The consultant will prepare a summary report of the final inspection, including a punch list of work items that the contractor must accomplish to complete the project. The consultant will distribute the summary report to the Owner, the FAA, the FDOT, the RPR, and the contractor. Consultant will attend final inspection of the completed construction and prepare a punch-list report on any deficiencies, corrective actions required, etc., as determined at said inspection.

NOTE: In the performance of construction phase services, the CONSULTANT shall not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the contractor's or subcontractor's agents or employees, or any other persons (except his own employees and agents) on the PROJECT or otherwise performing any of the work of the PROJECT, including the contractor's means, methods, or procedures of construction, or issue directions or be responsible for the safety procedures and programs in connection with the contractor's work.

IV. SPECIAL SERVICES

The services to be rendered by the CONSULTANT included under this Article are defined as Special Services in accordance with FAA AC 150/5100-14. The following are among the Special Services to be performed by the CONSULTANT:

- A. Control & Testing of Construction Materials
- B. Part-Time Inspection + Expenses
- C. Record Drawings

B. Control and Testing of Construction Materials

The CONSULTANT will arrange for the work necessary to provide for the proper control and testing of construction materials, per FAA/FDOT specifications, and in conformance with the contract documents. This work will include:

1. Provide asphalt and/or concrete plant inspection and materials reporting and supervision, on all days of paving / pouring, as applicable.
2. Review job mix formula for bituminous and portland cement concrete pavements or foundations, to be furnished for the PROJECT, as applicable.
3. Obtain samples and have necessary laboratory testing performed on aggregates, on site soils and excavation/embankment materials, base and sub-base mixed materials, as per the project design plans, as applicable.
4. Conduct field density tests to check the compaction of subgrades, fills, base, and subbase

courses, as applicable.

5. Determine in-place density of bituminous concrete pavements by laboratory testing in accordance with FAA regulations and design/construction standards, as applicable.
6. Take field LBR or CBR samples for testing with design requirements, as applicable.
7. Conduct slump, air, concrete cylinder, and/or flexural beam tests for all specified portland cement concrete used on the project, per the contract documents, as applicable.

A. Part-Time Resident Project Representative (RPR)

The CONSULTANT will furnish part-time RPR services throughout the estimated 90 calendar day (30 part-time working days) construction period for the PROJECT. The RPR will in general:

1. Be present two to three days per week, part-time, as necessary to observe the construction activities for conformance with the intent of the design and FAA/FDOT standards. The consultant will provide a qualified construction RPR to observe that the construction is carried out in reasonably close conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants.
2. Measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractor. The RPR will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the consultant's work. The RPR will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the consultant for review. The RPR will prepare monthly construction summary reports of completed work that has been accepted and approved and will submit the reports to the consultant for review.
3. Review and approve initial requests for monthly and final payments to the contractor, prior to forwarding to the CONSULTANT for further review and approval.
4. Coordinate the construction activity with the SPONSOR and attend construction meetings.
5. Review up-to-date as-built drawings completed by and received from the Contractor. Maintain a separate set of red-lines for consolidation with the Contractor's red-line annotations of the construction plans and for incorporation into the record drawings by the CONSULTANT.
6. Advise CONSULTANT of any construction problems, RFIs, and any necessary Change Order work, and make suggestions for resolution.
7. Attend the pre-construction conference and final inspection.
8. The RPR will be the consultant's primary contact with the contractor and their subcontractors during the course of construction. The RPR will be available to meet with the representatives of the Owner, the FAA, the FDOT, and other interested parties at the project location. The RPR will coordinate and supervise the consultant's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.

9. The RPR will monitor and coordinate the construction progress; will coordinate with the Owner, the consultant, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the consultant if problems, disputes, or changes arise during the course of construction.
10. Review and approve the Contractor's payroll and wage rates per federal standards, prior to forwarding to the CONSULTANT for further review and approval. The RPR will conduct Federal wage rate surveys with the contractor's personnel and their sub-contractor's personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The RPR will submit the wage rate survey records to the consultant for review.
11. The RPR will assist the contractor with construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during the course of construction, and to calculate quantities of materials either removed or utilized on the project. The contractor's construction survey data will be incorporated into the record drawings at the completion of the project. The consultant will provide the RPR with CADD support to plot the results of the construction survey data.

Expenses: The consultant/RPR will incur certain project related expenses during the course of the technical observation of construction phase of the work which may include but will not be limited to: meals, lodging, mileage cost at current year IRS rates per mile, tolls, overnight shipping, prints, photocopies, equipment rental, supplies, long distance telephone calls from the field, and miscellaneous vendor invoices. Refer to Exhibit C – Professional Services Compensation for detailed breakdown.

E. Record Drawings

Prepare record drawings based upon record information submitted by the contractor and RPR, and provide one set of hard-copy black-line drawings on bond paper to the SPONSOR. An updated hard-copy paper black-line bond paper Airport Layout Plan will be delivered to the SPONSOR, FAA, and FDOT at this time as well. This phase includes the project close-out report.

1. **Record Drawings** - The consultant will prepare the record drawings and final quantities representing the completed project and reflecting the actual work accomplished during construction. The consultant will distribute the record drawings to the Owner, the FAA, and the state for signatures. The consultant will prepare and distribute the record drawings to the Owner. The consultant will provide the Owner with electronic files of the record drawings in PDF format. All AutoCAD files, and any other changeable electronic media will remain the property of the CONSULTANT. However, electronic CADD files will be delivered to the SPONSOR at the end of the project under this task. CADD and other changeable electronic files will be delivered to the SPONSOR upon request at later dates, at no additional cost to the SPONSOR for third party use. CONSULTANT will require an electronic disclaimer be signed by third parties receiving such electronic files and delivered by the CONSULTANT on behalf of the SPONSOR for work product patents, designs, and copyrights.
2. **Airport Layout Plan Drawing Update** - The consultant will update the electronic versions of the Airport Layout Plan drawing which is identified as Sheet 3 of the Airport Layout Plan drawing set. The consultant will update the drawing to reflect the actual work accomplished by the project, as applicable.

3. **Project Close Out Report** - The consultant will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The consultant will include in the close out report all general, fiscal, miscellaneous, engineering and construction information, and submissions/certifications listed on the FAA project closure summary checklist. The consultant will distribute one (1) copy of the project close out report each to the Owner, the FAA, and the FDOT.

V. ADDITIONAL SERVICES

The following services are not included as part of Basic or Special Services provided under this SUPPLEMENTAL AGREEMENT, nor compensated for under Exhibit C. CONSULTANT shall not provide any such Additional Services without written approval from the SPONSOR.

A. BASIC SERVICES: The following services are **NOT** to be performed by the CONSULTANT under this AGREEMENT.

1. **Design Phase Services:** The following design services are NOT to be performed by the CONSULTANT under this AGREEMENT.
 - a. Wetland Permitting and Mitigation Services.
 - b. Development of Regional Impacts (DRI), or Environmental Assessments (EA), or Environmental Impact Statements (EIS).
 - c. Ecological Services pertaining to the actual relocation of an endangered, threatened, or otherwise protected biological species determined to be impacted by the PROJECT.
 - d. Major changes made by the City after the 90% Design Review Meeting. Any changes made by the City after the 100% final plans are submitted.
 - e. Changes necessary to the Design Documents resulting from errors in work submitted by any Sub-consultant (contracting either directly with the CONSULTANT or with the SPONSOR) which is selected solely by the SPONSOR. This includes, but is not limited to, land survey, civil, water/wastewater, geotechnical, architectural, electro-mechanical, HVAC, power electronics, environmental or any others.
 - f. Any stormwater permitting services required by the introduction of additional impervious surfaces due to any change by the SPONSOR to the design scope. Also, preparation of modifications to the PROJECT requested by permitting agencies. Any major changes in the drainage design made by the SPONSOR or the permitting agencies after a majority (greater than 90%) of the drainage design work has been performed by CONSULTANT.

B. SPECIAL SERVICES: The following services are **NOT** to be performed by the CONSULTANT under this AGREEMENT.

1. Biological and Wetlands Investigation

No Biological or wetlands investigation is anticipated on this project. The CONSULTANT shall NOT retain the services of a sub-consultant. An investigation of the

proposed project site and surrounding area in regards to possible wetland and biological species impacts, if necessary, will be an additional service.

2. Stormwater Permitting

No stormwater permitting will be performed under this agreement, except that required for formulation of the design/build criteria performance package and necessary to receive competitive bids.

C. OTHER SERVICES

Any other services not specifically listed and compensated for as shown in Exhibit C.

VI. BASIC ASSUMPTIONS

The following is a list of assumptions which forms the basis of CONSULTANT's cost proposal for providing the services for the PROJECT outlined herein. It must be noted that any change to these basic assumptions constitutes a change in the PROJECT scope and may constitute a revision to the fee proposal and corresponding contract addendum.

A. In the absence of other known standards identified herein, all contract documents (front end, technical specifications, and construction drawings) will be developed utilizing CONSULTANT'S selected format, which for state and federally funded projects is based on FAA/FDOT standards.

B. All construction drawings will be 34" x 22" or larger and will be created in AutoCAD 2018 Civil 3D or later.

C. Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word 2010 or later, while spreadsheets shall be created in Microsoft Excel 2010 or later.

D. CONSULTANT's Project Manager and/or Project Engineer, as necessary, will attend a maximum of the number of meetings identified below during the course of design phases. These meetings will be held at the airport or SPONSOR Offices, as necessary, and include:

- (1) 30% / Preliminary Design Review
- (1) 90% / Design Review
- (1) Bid Opening
- (1) Pre-Construction Meeting

E. All data collection efforts requiring CONSULTANT or its sub-consultants' personnel to be within the safety areas of the Airport Operations Areas (AOA) will be performed during daylight hours with the appropriate taxiways on a safety men working alert pull-back basis unless otherwise directed by the SPONSOR or FDOT/FAA.

F. All as-built drawings necessary for the development of the base plans for the PROJECT will be compiled by the SPONSOR for incorporation and consideration by the CONSULTANT during the design.

G. The work shall be completed in accordance with the schedule provided during PROJECT initiation but will not be more than twenty four (24) months from the date of the SPONSOR's Notice to Proceed to the CONSULTANT. Failure of the SPONSOR, FAA and/or FDOT or other agency to meet the deliverable

dates for provision of review comments may be justification for obtaining schedule extensions.

H. CONSULTANT will transmit design stage review submissions to the SPONSOR and each submission shall be limited to 3 sets (1 set equals the construction plans for 30% and 90%, and contract documents, drawings, technical specifications, and the Engineer's Report for 100% plans). CONSULTANT will provide draft letters to the SPONSOR for SPONSOR's transmission of these submissions from the SPONSOR to FAA and/or FDOT. Drawings will be either blacklines on laser, inkjet, or thermal bond paper.

I. All permits required as a result of the PROJECT other than mentioned herein shall be obtained by either the SPONSOR or the successful contractor as appropriate prior to the beginning of the construction of the PROJECT.

J. In accordance with the preliminary cost estimates for the PROJECT, the total construction budget for the PROJECT is understood to be between \$300,000 and \$400,000. If at any time during the performance of these Consulting services it is anticipated that this budget appears to be in jeopardy of being overrun (CONSULTANT will be monitoring project costs), the CONSULTANT will notify the SPONSOR immediately.

VII. SPONSOR'S RESPONSIBILITIES

SPONSOR shall do the following in a timely manner so as not to delay the services of CONSULTANT:

A. Designate a person to act as SPONSOR's representative with respect to the services to be rendered under this Supplemental Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define SPONSOR's policies and decisions with respect to the CONSULTANT's services for the PROJECT.

B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

C. Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following:

1. the data prepared by or service of others, including without limitation borings, probings and subsurface explorations, laboratory tests and inspections of pavement samples, materials and equipment;
2. copy of pertinent utility information;
3. property, boundary, easement, right-of-way, topographic and utility surveys;
4. other pertinent documents.

D. Furnish to CONSULTANT, all results, reports, data, studies, generated by other consultants retained by the SPONSOR in association with this project, and as specified under "Additional Services".

VIII. EXHIBITS

The following exhibits are referenced and made a part of this attachment:

EXHIBIT B – PROJECT CONCEPT SKETCH EXHIBIT C – PROFESSIONAL SERVICES COMPENSATION

IX. DELIVERABLES SUMMARY

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- A. 30%, 90% design level plans and engineer's report – Print and submit 3 sets of half size (bond blackline or equivalent prints) for the Sponsor to distribute to the FAA/FDOT and others, as necessary. Unlimited PDF versions.
- B. 100% Design Stage Plans and specifications - Print and submit 3 sets of half size (bond blackline or equivalent prints) for the Sponsor to distribute to the FAA/FDOT and others. Unlimited PDF versions.
- C. Record Drawings - Print and submit 3 sets of half size plans (bond blackline or equivalent prints) for the Sponsor to distribute to the FAA/FDOT and others. Unlimited PDF versions.

578 of 652



EXHIBIT C

PROFESSIONAL SERVICES COMPENSATION

SECONDARY WEATHER SENSOR ATCT MEL- AWOS A/I- DESIGN/BUILD

CITY OF KISSIMMEE GATEWAY AIRPORT, KISSIMMEE, FLORIDA

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. The lump sum fees are complete and inclusive of all labor, expenses, overhead costs, general and administrative costs of doing business, direct costs, and profit.

AVCON Sub- Task	Service Description	Compensation	Method
I. Basic Services			
1	A. Design	\$54,500.00	Lump Sum
2	B. Bidding	\$5,000.00	Lump Sum
3	C. Construction Administration	\$13,000.00	Lump Sum
SUB-TOTAL Basic Services		\$72,500.00	
II. Special Services			
1	A. Control & Testing of Construction Materials	\$3,500.00	Lump Sum
2	B. Part-Time Inspection + Expenses	\$37,492.50	Lump Sum
3	C. Record Drawings	\$3,000.00	Lump Sum
SUB-TOTAL Special Services		\$43,992.50	
GRAND TOTAL All Services		\$116,492.50	

Funding Share Level Breakdown		
FDOT	\$93,194.00	80%
City	\$23,298.50	20%
Amendment Total	\$116,492.50	

Part-Time Inspection Fees and Expenses Calculations:

Internal Revenue Service M&IE, and mileage 2020

Part time Inspection (90 cal days - 30 work days - 10hrs / day)	\$1,150.00	per day	30	\$34,500.00
Part time Inspection - Mileage - 50 miles/day round trip @ \$0.575/mile	\$28.75	per day	30	\$862.50
Part time Inspection - Tolls	\$5.00	per day	30	\$150.00
Part time Inspection - M&IE	\$66.00	per day	30	\$1,980.00

\$37,492.50

END OF AMENDMENT

7.F TRANSFER FROM AIRPORT RESERVES FOR AUXILIARY WEATHER STATION TO SUPPORT THE AIR TRAFFIC CONTROL TOWER

Approval to transfer funds from Airport reserves to complete financial requirements for auxiliary weather station to support the air traffic control tower.

7.G AMENDMENT #10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVCON, INC. FOR BIDDING AND ENGINEERING SERVICES TO OVERSEE THE CONSTRUCTION OF A WEATHER STATION

Approval of amendment #10 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for the design, bidding, and construction engineering services for the construction of a weather station.

7.H AMENDMENT #11 TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVCON, INC. TO UPDATE THE AIRPORT MASTER PLAN

Approval of amendment #11 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, to oversee the completion of an update to the Airport master plan.

7.I CITY OF KISSIMMEE PARTICIPATION IN THE OSCEOLA COUNTY HOME CONSORTIUM

Authorization for the Mayor to sign a letter renewing participation in the Osceola County Consortium for Fiscal Years 2022-2024.

7.J AMENDMENT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT FOR DESIGN OF THE WOODSIDE DRAINAGE IMPROVEMENT PROJECT

Approval of an amendment to extend an Florida Department of Environmental Protection (FDEP) grant agreement to allow additional time for design of Phase II of the Woodside Drainage Improvement Project.

7.K POLICE DEPARTMENT EVIDENCE ROOM RENOVATION BY GROVE CONSTRUCTION

Approval to utilize the City's master agreement with Grove Construction to complete renovations to the evidence area at the Police Department in the amount of \$70,153.13.

ITEM 7.G**AMENDMENT #10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVCON, INC. FOR BIDDING AND ENGINEERING SERVICES TO OVERSEE THE CONSTRUCTION OF A WEATHER STATION****Request**

Approval of amendment #10 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for the design, bidding, and construction engineering services for the construction of a weather station.

Explanation

Due to the experience of AVCON Inc. in the aviation and planning field, the Kissimmee Gateway Airport has selected AVCON, Inc. to provide professional services to design, bid and oversee the construction of the Airport's weather station. Construction services will also include on-site inspections, control and testing of materials, and record drawings of final construction. AVCON, Inc. has an existing continuing services contract with the City.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	AP2102	Decrease	\$375,000.00	\$116,492.50

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%). The total project amount is \$375,000.00 with each agency funding the following amounts

FDOT-PTGA (FM No.: 449265-1-94-01) - \$300,000
Kissimmee Gateway Airport - \$75,000

Recommendation

Staff recommends Commission approval of amendment #10 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for the design, bidding, and construction engineering services for the construction of a weather station.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Airport

Presenter:

Attachment(s):

1. AVCONScope-Amendment 10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

Financial Project Number(s): (Item-segment-phase-sequence) 449265-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency DUNS Number: 80-269-4759	DPTO	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000348026
Contract Number: G1X44			
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 6/7/2021 | 2:45 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and City of Kissimmee, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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 Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Design, Bid, and Construct Automated Weather Observation System (AWOS) at Kissimmee Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, 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. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
 - ☐ **Seaports**
 - ☐ **Transit**
 - ☐ **Intermodal**
 - ☐ **Rail Crossing Closure**
 - ☐ **Match to Direct Federal Funding (Aviation or Transit)**
 - ☐ **Other**
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/21

- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency 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 prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ☐ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’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. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency 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 Agency 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 Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency 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 Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

9. Project Cost:

- a. The estimated total cost of the Project is \$375,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency 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", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been 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. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
 - ☐ Travel expenses ARE eligible for reimbursement under this Agreement. 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 Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred 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 the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency 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 Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables 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 deliverables are received, inspected or verified, 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), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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 Agency 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. Records Retention. The Agency 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 records shall be furnished to the Department upon request. Records of costs incurred include the Agency'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. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/21

- k. Offsets for Claims.** 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 that it has with the Agency owing such amount if, upon written 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.
- l. Final Invoice.** The Agency 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.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** 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, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** 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:
- "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."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency 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 arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency 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.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency 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.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, 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 Agency and its contractors agree to ensure that DBEs 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 DBEs have the opportunity to compete for and perform contracts. The Agency 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.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency 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 State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- 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 Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

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 Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, 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 Agency 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 Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency 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 Agency 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 Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency 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 Agency’s audit period for each applicable audit year. In the event the Agency 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 Agency’s resources obtained from other than Federal entities).
 - iv. The Agency 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. 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 Agency’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 Agency fails to have an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

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 Agency 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 Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency'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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance 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 state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency 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 Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/21

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency'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.
- c. The Agency 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, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, 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.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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.
- b. **Discriminatory Vendor List.** 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.
- c. **Non-Responsible Contractors.** 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 Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, 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 Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency 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 the Agency during the term of the contract; and
 - ii. Expressly require any 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.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. 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 Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 04/21

coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency 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 Agency 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.
- c. **Severability.** 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.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/21

- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency 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 Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** 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.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

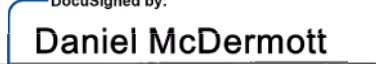
AGENCY City of KissimmeeBy: Name: Olga GonzalezTitle: Mayor-Commissioner

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: 1752524FC337485...Name: C. Jack AdkinsTitle: Interim Director of Transportation DevelopmentSTATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:

Daniel L. McDermott585E81E26BBA45C...

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design, Bidding, Acquisition, Installation and Training of FAA required Automated Weather Observation System (AWOS). This is required to report certified data: wind speed and direction, wind gust, variable wind direction, temperature, dewpoint, altimeter setting, density altitude, and visibility.

B. Project Location (limits, city, county, map): Kissimmee Gateway Airport/Kissimmee, FL/Osceola

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, bid and award, construction inspection and material testing costs, mobilization and demobilization, purchase, delivery, installation, testing, commissioning of the equipment, coordination with all necessary agencies; and site preparation (earthwork and electrical work). It includes all materials, equipment, labor, and incidentals to complete a Weather Reporting Equipment installation project. The Sponsor will comply with Aviation Program Assurances.

The specifics of the Project Scope for the design will include a site study for the new system to be reviewed and approved by the FAA. System design and specifications will be prepared for the auxiliary weather sensor components required by FAA to supplement the existing on-airport equipment to maintain Air Traffic Control Tower (ATCT) operations.

The specifics of the Project Scope for construction will be described in and limited by all Design and Bid documents provided by the Sponsors Engineer. Together with all plan updates, necessary design variations, expectations, and change orders approved by the sponsor.

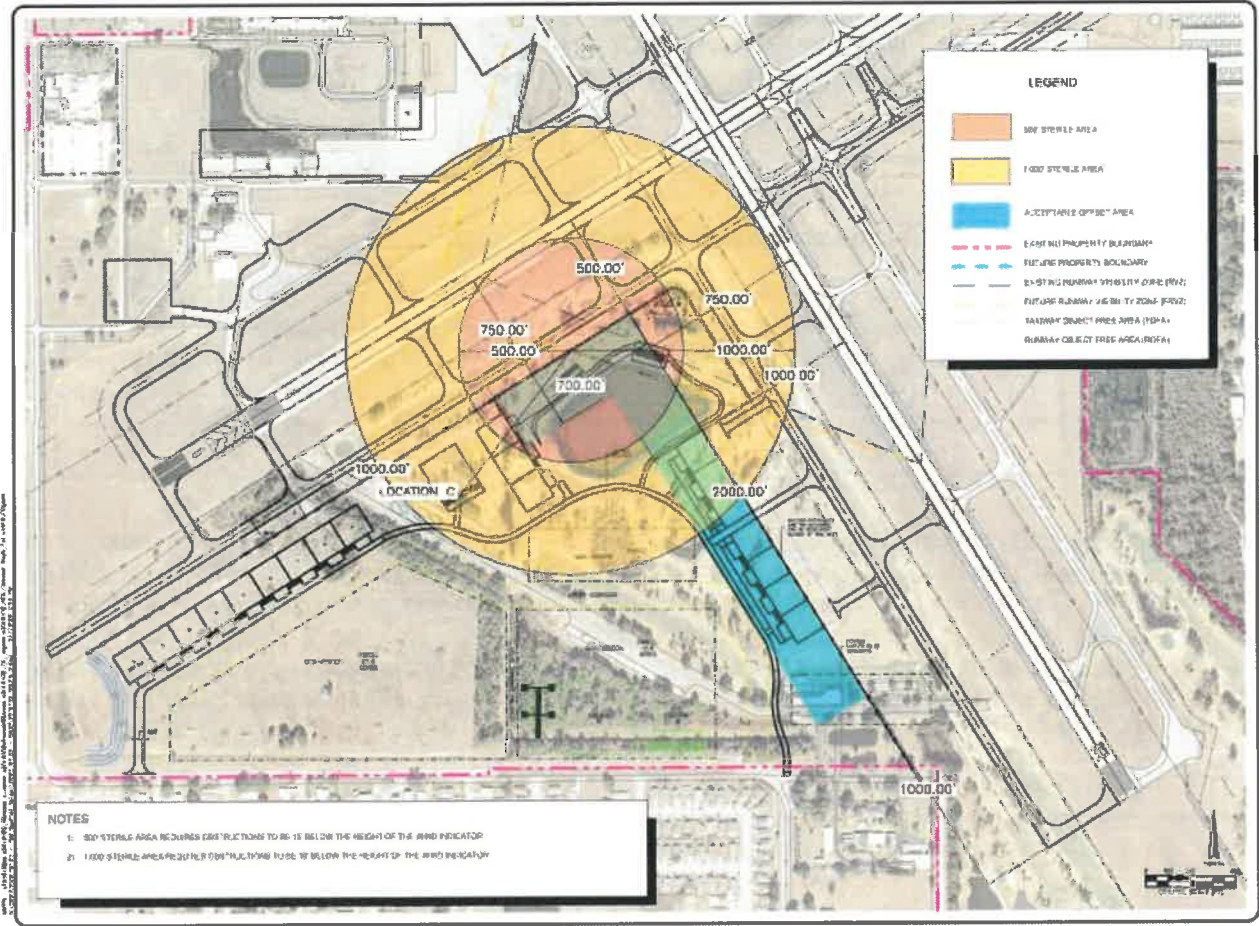
D. Deliverable(s): Final close out documents to be uploaded into Jacip.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored material

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



KISSIMMEE
AIRPORT AUTHORITY

AVCON
AVCON, INC.
2000 S. WINDYBROOK BLVD.
SUITE 100
KISSIMMEE, FL 34741
TEL: 888-444-4444
WWW.AVCON.COM

AUXILIARY WEATHER STATION

KISSIMMEE GATEWAY AIRPORT
KISSIMMEE, FLORIDA

SOUTH 2 ALTERNATIVE
RECOMMENDED

SCALE (FT):

GRAPHIC	1" = 100'	1" = 200'	1" = 400'	1" = 800'
1"	100'	200'	400'	800'
2"	200'	400'	800'	1600'
3"	300'	600'	1200'	2400'
4"	400'	800'	1600'	3200'
5"	500'	1000'	2000'	4000'
6"	600'	1200'	2400'	4800'
7"	700'	1400'	2800'	5600'
8"	800'	1600'	3200'	6400'
9"	900'	1800'	3600'	7200'
10"	1000'	2000'	4000'	8000'

DESIGNED BY: DCS
DRAWN BY: DWP
CHECKED BY: CAD
APPROVED BY: BR
DATE: MAY 7, 2009

PROJECT NO.: -
FILE NAME: -
AVCON PROJECT NO.: 2008-101-00
CADD: 2008101 SOUTH_2

DRAWING
EXHIBIT 3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449265-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$300,000
449265-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$75,000
Total Financial Assistance							\$375,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$300,000	\$75,000	\$0	\$375,000	80.00	20.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$300,000	\$75,000	\$0	\$375,000			

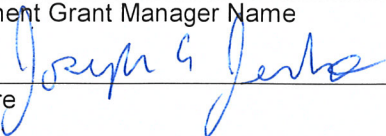
*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature 

Date May 24, 2021

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the 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, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency 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 Agency 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 Agency 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.
- f. The Agency 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.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on 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 Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

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 Agency'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, F.S.

- i. The Agency 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.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency 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, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. 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 its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency 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 Agency shall remove its presence, including, but not limited to, all of the Agency'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.
- p. 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 Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency 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 Agency 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 Agency 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 Agency's sole cost and expense,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

without Department liability to the Agency 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 Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. 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 Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. 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.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. 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:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. 11-2021

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for the of an Auxiliary Weather Station Project.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in the funding of this program, and

WHEREAS, it is necessary, for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation for construction funding of this project.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.:449265-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this 1st Day of June 2021.

CITY OF KISSIMMEE, FLORIDA



Mayor-Commissioner

ATTEST



City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

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:

(1) **Salaries:** A payroll register or similar documentation should be submitted. 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.

(2) **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.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. 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 Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that 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
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$300,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Kevin.Powell@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1X44

6/7/2021

CONTRACT INFORMATION

Contract:	G1X44
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF KISSIMMEE
Vendor ID:	F596000348026
Beginning Date of This Agreement:	06/03/2021
Ending Date of This Agreement:	06/01/2024
Contract Total/Budgetary Ceiling:	ct = \$300,000.00
Description:	AWOS at Kissimmee Gateway Airport

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/7/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	\$300,000.00
Financial Project:	44926519401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2021
Budget Entity:	55100100
Category/Category Year:	088719/21
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$300,000.00

Certificate Of Completion

Envelope Id: 7CC67432103F487CA96E2131E81D79E4

Status: Completed

Subject: Please DocuSign: 449265-1-94-01 (G1X44) AWOS Kissimmee Gateway Airport

Contract Number (ex. C9A12, optional): G1X44

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 449265-1-94-01

Office (contact Procurement if add is needed):

Local Programs

Source Envelope:

Document Pages: 40

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Kevin Powell

AutoNav: Enabled

605 Suwannee Street

Enveloped Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tallahassee, FL 32399-0450

Kevin.Powell@dot.state.fl.us

IP Address: 156.75.252.6

Record Tracking

Status: Original

Holder: Kevin Powell

Location: DocuSign

6/7/2021 9:17:41 AM

Kevin.Powell@dot.state.fl.us

Signer Events

Daniel McDermott

Daniel.McDermott@dot.state.fl.us

Senior Attorney

FL DOT

Signing Group: D5 General Law Legal Group

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signature

DocuSigned by:

Daniel McDermott

585E81E26BBA45C...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Timestamp

Sent: 6/7/2021 10:46:22 AM

Viewed: 6/7/2021 1:59:20 PM

Signed: 6/7/2021 2:01:34 PM

Jack Adkins

jack.adkins@dot.state.fl.us

Interim Director of Transportation Development

FDOT

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Jack Adkins

1752524FC337485...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Sent: 6/7/2021 2:01:38 PM

Viewed: 6/7/2021 2:45:39 PM

Signed: 6/7/2021 2:45:47 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Kim Kipp kim.kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/7/2021 2:45:50 PM
Linda Lee linda.lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/7/2021 2:45:50 PM
Lisa Buscher lisa.buscher@dot.state.fl.us Allison Godwin allison.godwin@dot.state.fl.us Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious L. Lewis Precious.Lewis@dot.state.fl.us Kevin Powell Kevin.Powell@dot.state.fl.us Local Program Coordinator Florida Department of Transportation Signing Group: D5 Local Government Agreements Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/7/2021 2:45:50 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/7/2021 10:46:23 AM
Certified Delivered	Security Checked	6/7/2021 2:45:39 PM
Signing Complete	Security Checked	6/7/2021 2:45:47 PM
Completed	Security Checked	6/7/2021 2:45:50 PM
Payment Events	Status	Timestamps

RESOLUTION NO. 11-2021

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for the of an Auxiliary Weather Station Project.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in the funding of this program, and

WHEREAS, it is necessary, for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation for construction funding of this project.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.:449265-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this 1st Day of June 2021.

CITY OF KISSIMMEE, FLORIDA



Mayor-Commissioner

ATTEST



City Clerk

ITEM 7.I

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

Request

Request Commission approval to transfer funds from Airport Reserves to complete financial requirements for an Automated Weather Observation System an FAA requirement to support the air traffic control tower.

Explanation

The FAA requires the Federal Contract Tower at the Kissimmee Gateway Airport to provide air traffic services, including up-to-date weather information for the pilots. As part of the requirements, a secondary weather system is to be installed at the airport to provide backup data in the event of a failure of the primary system. On June 1, 2021, the City Commission accepted an FDOT 80% Public Transportation Grant Agreement (PTGA) for this project by resolution. At that time, the airport's responsibility was 20%, which is \$75,000. Due to the increase in prices, the selected bid came in higher than estimated over 12 months ago, and the new airport responsibility is \$90,000.

FDOT does not have any additional funds allocated for this project. Therefore, Avcon, Inc. has agreed to reduce "Special Services, No.2-B. for Part-Time Inspection +Expenses" in the amount of \$37,492.50 of their amendment No. 10 Agreement. In addition to this reduction, a transfer of \$15,100 from reserves is needed to meet the gap of the increased bid price.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170100-509276	AP2102	Decrease	15,100	15,100
47070106-506393	AP2102	Increase	15,100	15,100

Financial Summary:

The initial estimated cost of this project was \$375,000 with 80% funded by the Florida Department of Transportation and the Kissimmee Gateway Airport responsible for 20%. Due to the increase in costs, the airport will take an additional \$15,100 from reserves to cover the additional funding need. The new total project amount is \$390,100.00 with each agency funding the following amounts:

FDOT-PTGA (Grant #: 449265-1-94-01) \$300,000
Kissimmee Gateway Airport \$90,100

Recommendation

Staff recommends Commission approval to transfer funds from the Airport Reserves to the weather station project for a total of \$15,100.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

None

ITEM 7.J

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

Request

Approval of the final plat known as Knightsbridge Phase 1, with performance guarantee/agreement.

Explanation

The owners of the property, Lennar Homes, LLC, and Parisa Sabeti and Pegah Sabeti, are requesting final plat approval with a guarantee, in accordance with the City's Land Development Code (LDC) requirements. This is a major subdivision, as defined in LDC §14-3, and was reviewed using the City's preliminary and final plat procedures.

The property is located southeast of South Poinciana Boulevard and north of Old Tampa Highway and is zoned Short Term Rental Planned Unit Development (SRPUD). The 40.55+/- acre parcel is being subdivided into 9 tracts and 127 fee-simple lots for development purposes. All tracts and lots are to be privately owned and maintained.

The owners posted a performance bond in the amount of \$7,959,089.19 and entered into a performance guarantee agreement with the City to guarantee the construction of the required subdivision improvements for Knightsbridge Phase 1 (DRC# 06-00032) until their completion, inspection, and certification by the City of Kissimmee, as required by LDC §14-3-43(A).

This major subdivision plat has been prepared in accordance with the City's Land Development Code and Florida Statutes Chapter 177 requirements.

Recommendation

Staff recommends City Commission approval of the Knightsbridge Phase 1 final plat with performance guarantee/agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) SR-22-0009 Knightsbridge PH 1_FP - Final Plat
2. (S) SR-22-0009 Knightsbridge PH 1_FP - Performance Guarantee Agreement
3. SR-22-0009 Knightsbridge PH 1_FP - Performance Guarantee
4. SR-22-0009 Knightsbridge PH 1_FP - Vicinity Map

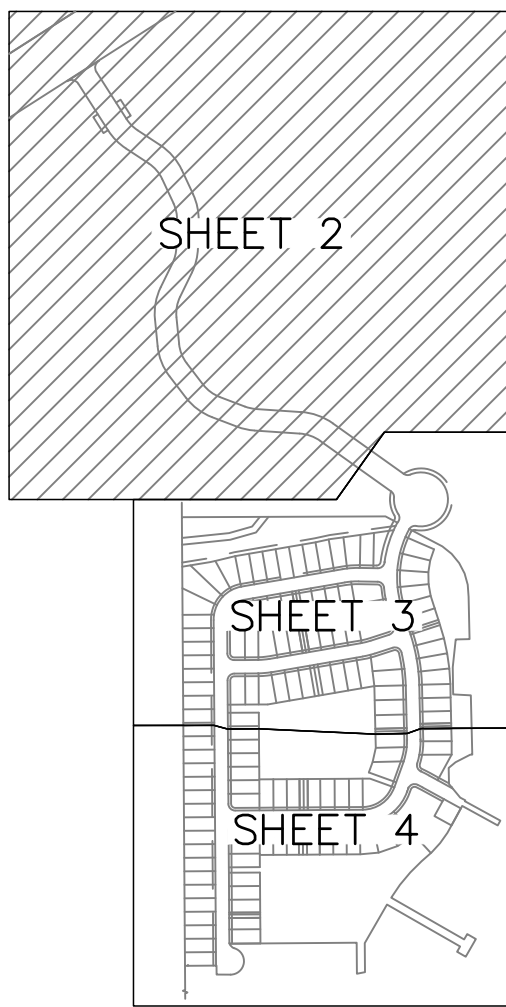
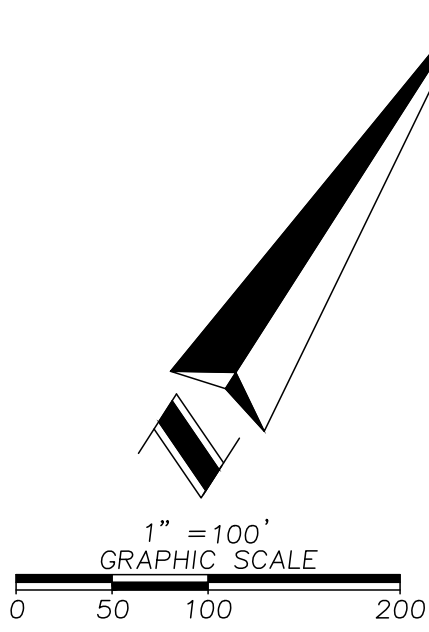
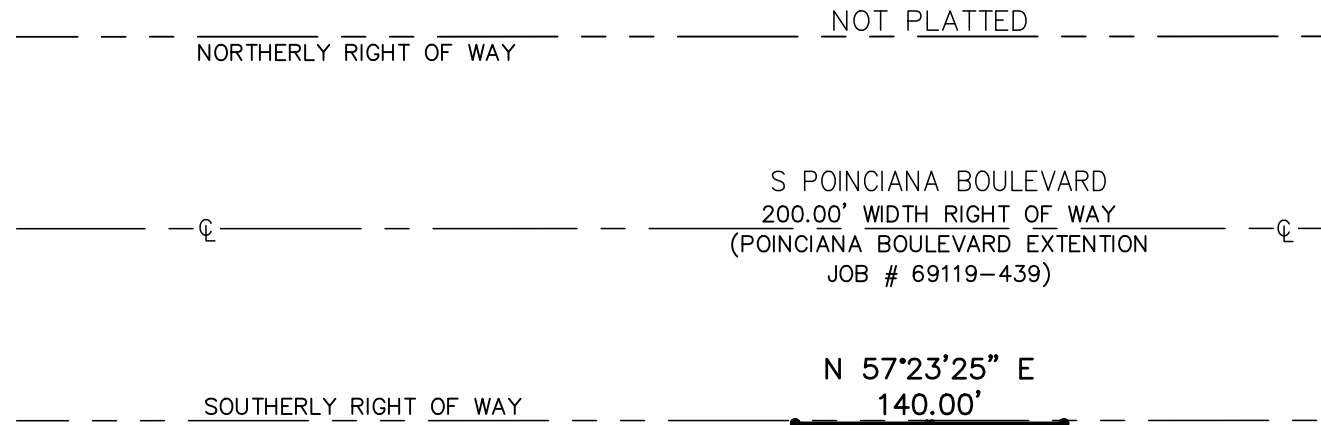
KNIGHTSBRIDGE PHASE 1

A PARCEL OF LAND LYING IN SECTIONS 35 AND 36,
TOWNSHIP 25 SOUTH, RANGE 28 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

SHEET 2 OF 4

PLAT BOOK ____ PAGE ____

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	25.00'	N05°12'14"E	32.46'	80°57'07"	35.32'
C2	100.00'	N14°11'44"W	62.91'	36°40'00"	64.00'
C3	25.00'	N25°11'46"W	24.50'	58°40'05"	25.60'
C4	150.00'	N70°20'08"W	81.71'	31°36'39"	82.76'
C5	220.00'	N77°40'40"W	64.75'	16°55'33"	64.99'
C6	220.00'	N53°20'24"W	120.36'	31°45'00"	121.91'
C7	220.00'	N21°35'24"W	120.36'	31°45'00"	121.91'
C8	220.00'	N10°09'36"E	120.36'	31°45'00"	121.91'
C9	140.00'	N13°48'43"E	59.28'	24°26'46"	59.73'
C10	140.00'	N11°40'42"W	64.26'	26°32'03"	64.84'
C11	140.00'	N40°49'13"W	76.59'	31°45'00"	77.58'
C12	220.00'	N44°39'32"W	91.76'	24°04'23"	92.43'
C13	30.00'	N77°36'57"W	42.42'	89°59'15"	47.12'
C14	30.00'	S12°23'03"W	42.43'	90°00'45"	47.13'
C15	140.00'	S44°39'32"E	58.39'	24°04'23"	58.82'
C16	220.00'	S40°49'13"E	120.36'	31°45'00"	121.91'
C17	220.00'	S11°40'42"E	100.98'	26°32'03"	101.88'
C18	220.00'	S13°48'43"W	93.16'	24°26'46"	93.87'
C19	140.00'	S10°09'36"W	76.59'	31°45'00"	77.58'
C20	140.00'	S21°35'24"E	76.59'	31°45'00"	77.58'
C21	140.00'	S53°20'24"E	76.59'	31°45'00"	77.58'
C22	140.00'	S77°40'40"E	41.21'	16°55'33"	41.36'
C23	230.00'	S70°23'55"E	125.78'	31°44'15"	127.40'
C24	25.00'	S83°51'49"E	24.49'	58°40'04"	25.60'
C25	100.00'	S37°30'43"E	193.79'	151°22'15"	264.19'
C26	25.00'	N81°33'51"E	28.00'	68°06'54"	29.72'
C27	325.02'	S60°35'22"E	42.95'	7°34'40"	42.99'
C28	28.46'	S44°57'15"E	23.77'	49°22'00"	24.52'
C124	49.88'	S07°40'17"W	98.79'	163°57'57"	142.74'



KEY MAP
NOT TO SCALE

SHEET INDEX
SHEET 1 OF 4 - LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 4 - BOUNDARY INFORMATION
SHEET 3-4 OF 4 - BOUNDARY INFORMATION, LOT AND TRACT GEOMETRY

NE. CORNER OF SW 1/4
FOUND 4"x4" CONCRETE
MONUMENT
NO IDENTIFICATION CCR #7303

S 00°23'35" E 1700.04'
S 00°23'35" E 53.80'
(BASIS OF BEARING)
POINT OF BEGINNING
N: 1430096.17
E: 502295.44

POINT OF COMMENCEMENT
FOUND 5"x5" CONCRETE MONUMENT,
GAC PROPERTIES INC
NORTHEAST CORNER
OF POINCIANA
OFFICE AND INDUSTRIAL PARK 1,
SECTION B,
PLAT BOOK 3, PAGES 236-238
N: 1430149.97
E: 502295.07

NOT PLATTED

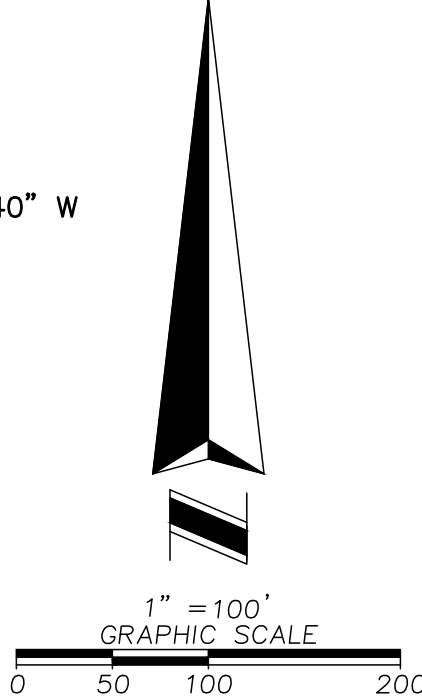
N. LINE OF THE SE 1/4 SECTION 35-25-28

MATCHLINE SEE CONTINUATION

GOLDEN KNIGHT BOULEVARD
(TRACT R-2)
80.00' WIDTH RIGHT OF WAY

NOT PLATTED

E 1/4 CORNER
SECTION 35-25-28
CALCULATED FROM CCR #97049
CORNER ACCESSORIES



LINE TABLE		
LINE	BEARING	LENGTH
L1	S62°09'46"E	50.16'
L2	S51°21'13"E	44.08'
L3	S39°18'16"E	44.08'
L4	S27°21'43"E	43.30'
L5	S15°31'45"E	43.28'
L6	S04°07'42"E	44.92'
L7	S88°39'50"W	51.33'
L8	S06°03'14"W	102.98'
L9	S00°53'43"E	100.91'
L10	S86°54'23"E	65.54'
L11	S88°39'50"W	7.55'
L12	S62°48'10"W	60.86'
L13	S50°41'17"W	33.25'
L14	S01°03'33"E	59.64'
L15	S39°39'44"E	65.14'
L16	S61°18'30"E	21.46'
L17	S28°41'30"W	3.69'
L18	S28°41'30"W	20.00'
L19	S28°41'30"W	52.02'
L20	S29°03'57"W	61.71'
L21	S35°06'20"W	46.50'
L22	S42°30'40"W	46.50'
L23	S48°35'13"W	50.02'
L24	S45°13'18"W	58.71'
L25	S39°55'07"W	59.73'
L26	S34°03'19"W	57.34'
L27	N29°51'09"E	22.97'
L28	S60°08'50"E	37.00'
L29	N60°08'51"W	37.00'
L30	N29°51'09"E	22.36'
L31	S78°52'06"W	30.57'
L32	N89°41'39"W	51.73'
L33	N00°25'23"W	33.24'
L34	S89°34'37"W	116.91'

POINCIANA OFFICE AND INDUSTRIAL PARK 1
SECTION B
PAGES 236-238
GREENWAY #1

EAST LINE POINCIANA OFFICE AND INDUSTRIAL PARK 1, SECTION B

SE CORNER POINCIANA OFFICE AND
INDUSTRIAL PARK 1, SECTION B
FOUND 5"x5" CONCRETE MONUMENT
GAC PROPERTIES INC



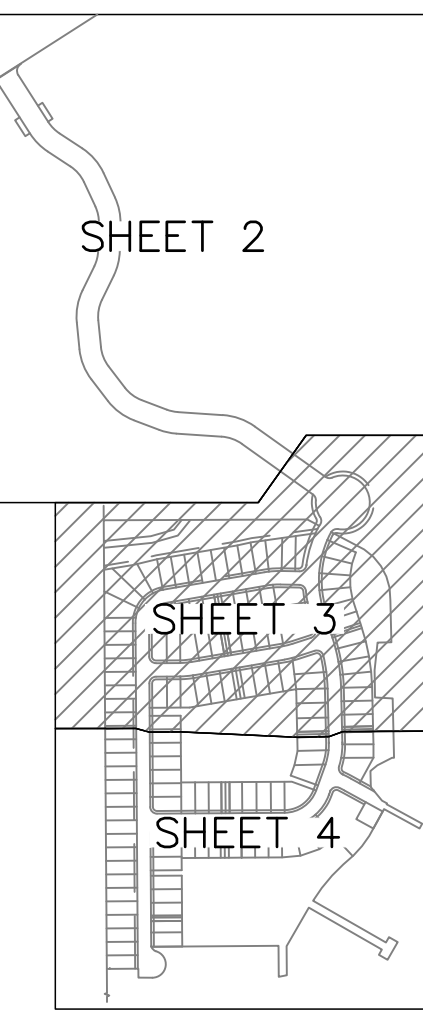
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723

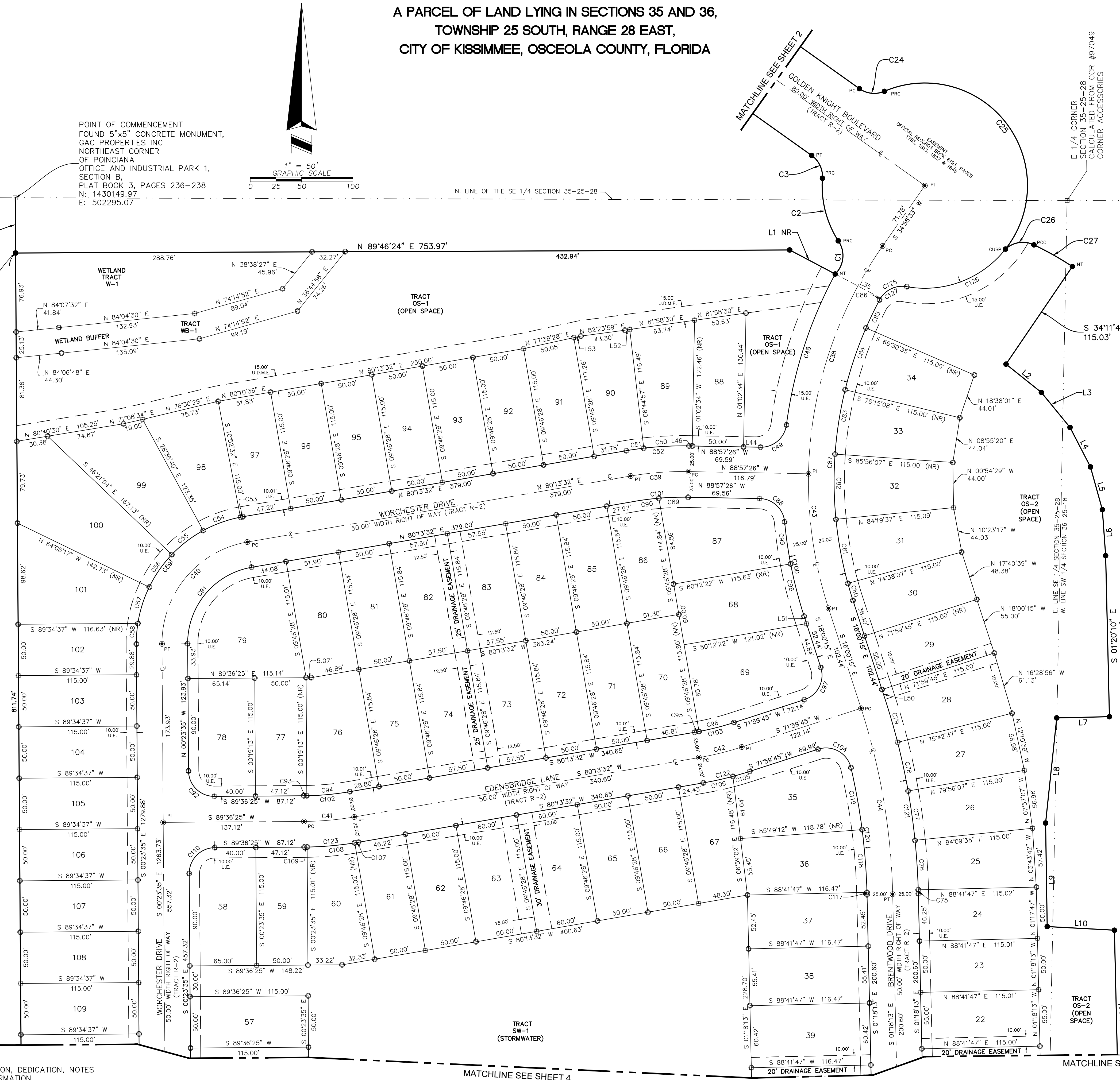
KNIGHTSBRIDGE PHASE 1
A PARCEL OF LAND LYING IN SECTIONS 35 AND 36,
TOWNSHIP 25 SOUTH, RANGE 28 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

SHEET 3 OF 4 PLAT BOOK PAGE

LINE	BEARING	LENGTH
L1	S62°09'46"E	50.16'
L2	S51°21'13"E	44.08'
L3	S39°18'16"E	44.08'
L4	S27°21'43"E	43.30'
L5	S15°31'45"E	43.28'
L6	S04°07'42"E	44.92'
L7	S88°39'50"W	51.33'
L8	S06°03'14"W	102.98'
L9	S00°53'43"E	100.91'
L10	S86°54'23"E	65.54'
L35	N62°09'46"W	50.08'
L43	S89°36'25"W	27.26'
L44	S88°57'26"E	16.51'
L46	S88°57'26"E	3.29'
L48	N89°36'34"E	10.54'
L49	S19°49'14"W	13.40'
L50	S18°00'15"E	11.04'
L51	S18°00'15"E	7.61'
L52	S80°58'35"W	4.66'
L53	S77°38'28"W	7.16'
L54	S28°41'30"W	41.72'
L55	S29°11'46"W	30.28'
L56	S61°16'44"E	72.07'
L57	S28°43'27"W	72.00'
L58	S28°41'30"W	10.30'



MATCHLINE SEE SHEET 4
SHEET INDEX
SHEET 1 OF 4 - LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 4 - BOUNDARY INFORMATION
SHEET 3-4 OF 4 - BOUNDARY INFORMATION, LOT AND TRACT GEOMETRY

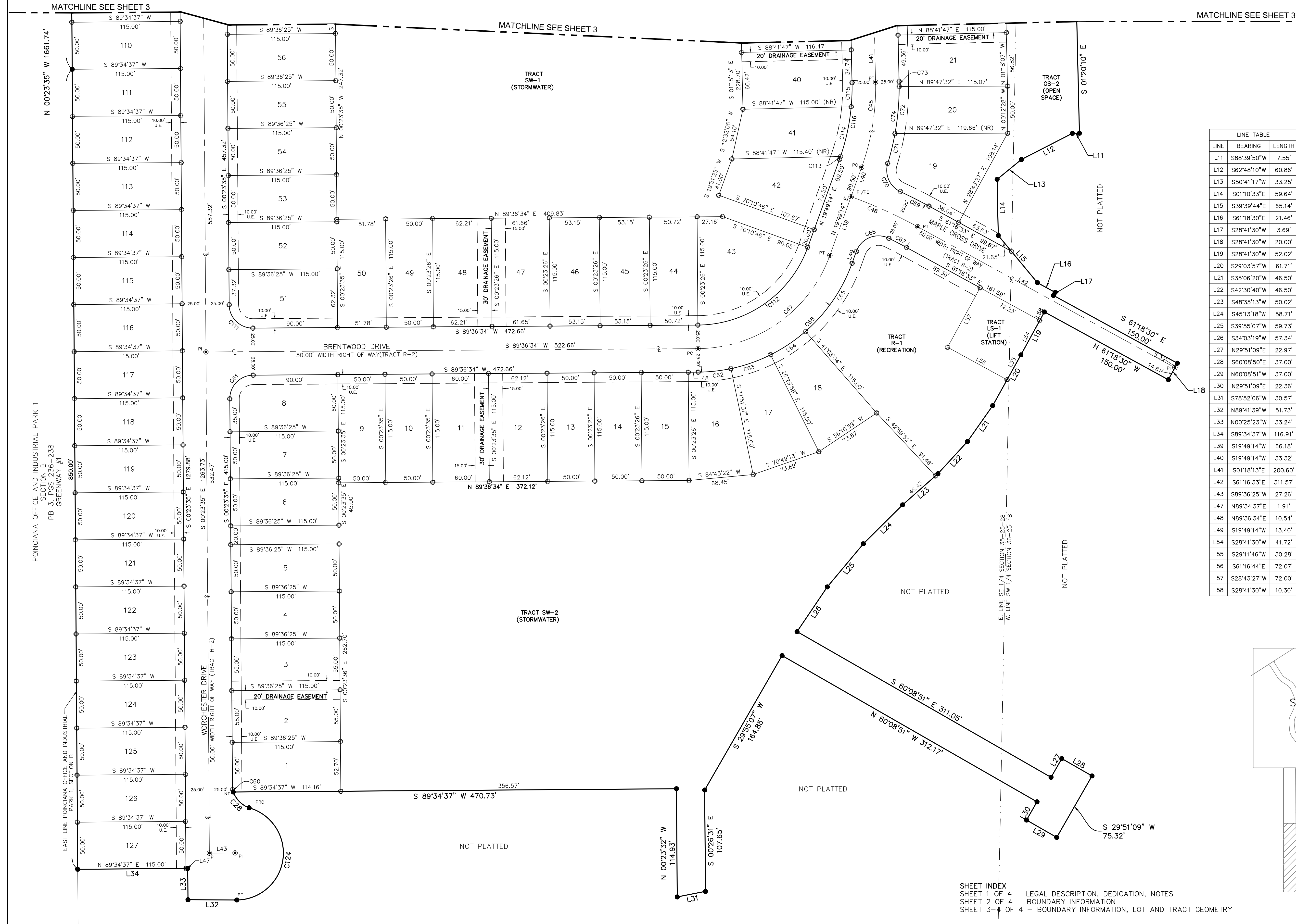
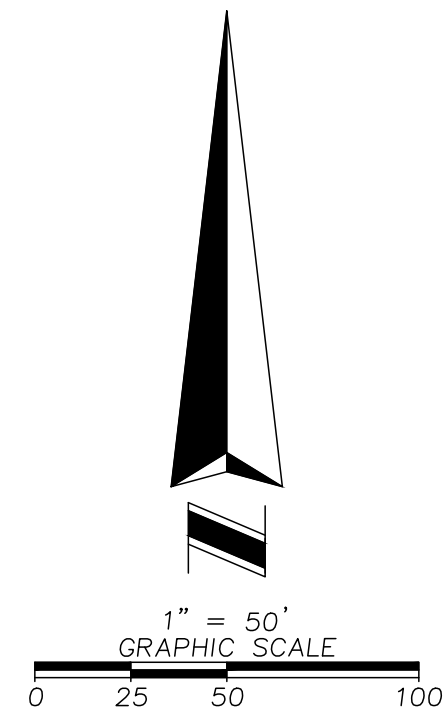


CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C1	25.00'	N05°12'14"E	32.46'	80°57'07"
C2	100.00'	N14°11'44"W	62.91'	36°40'00"
C3	25.00'	N25°11'46"W	24.50'	58°40'05"
C4	25.00'	S83°51'49"E	24.49'	58°40'04"
C25	100.00'	S37°30'43"E	193.79'	151°22'15"
C26	25.00'	N81°33'51"E	28.00'	68°06'54"
C27	325.02'	S60°35'22"E	42.95'	7°34'40"
C38	400.00'	S18°01'08"W	233.32'	33°54'49"
C39	300.00'	S85°38'03"W	56.55'	10°49'02"
C40	100.00'	S39°54'59"W	129.38'	80°37'07"
C41	300.00'	N84°54'59"E	49.07'	9°22'53"
C42	300.00'	N76°06'39"E	43.05'	8°13'47"
C43	400.00'	S08°28'15"E	132.49'	19°03'59"
C44	632.83'	N09°39'14"W	183.80'	16°42'02"
C48	425.00'	S17°54'46"W	154.51'	20°56'48"
C49	25.00'	N49°14'28"E	33.33'	83°36'12"
C50	325.00'	S87°08'49"W	44.16'	7°47'31"
C51	325.00'	S81°44'18"W	17.16'	3°01'31"
C52	325.00'	N85°38'03"E	61.27'	10°49'02"
C53	125.00'	S79°40'30"W	2.40'	1°06'04"
C54	125.00'	S70°15'24"W	38.54'	17°44'08"
C55	125.00'	S52°31'17"W	38.54'	17°44'07"
C56	125.00'	S34°47'05"W	38.54'	17°44'17"
C57	125.00'	S17°23'32"W	37.05'	17°02'48"
C58	125.00'	S04°14'17"W	20.18'	9°15'43"
C59	125.00'	S39°54'59"W	161.73'	80°37'07"
C75	657.83'	N01°28'01"W	3.75'	0°19'37"
C76	657.83'	N03°44'06"W	48.31'	41°2'32"
C77	657.83'	N07°57'07"W	48.50'	41°3'30"
C78	657.83'	N12°10'38"W	48.50'	41°3'30"
C79	657.83'	N16°08'49"W	42.64'	3°42'52"
C80	375.00'	S16°41'03"E	17.28'	2°38'23"
C81	375.00'	S10°30'35"E	63.47'	9°42'32"
C82	375.00'	S00°47'45"E	63.53'	9°43'08"
C83	375.00'	S08°58'02"W	63.46'	9°42'25"
C84	375.00'	S18°37'50"W	63.54'	9°43'11"
C85	375.00'	S25°49'02"W	30.45'	4°39'14"
C86	25.00'	S30°30'47"W	2.07'	4°44'17"
C87	375.00'	S05°04'12"W	293.94'	46°08'53"
C88	25.00'	N47°08'17"W	33.34'	83°38'17"
C89	275.00'	S88°04'03"W	28.55'	5°57'03"
C90	275.00'	S82°39'32"W	23.35'	4°51'59"
C91	75.00'	S39°54'59"W	97.04'	80°37'07"
C92	25.00'	S45°23'35"E	35.36'	90°00'00"
C93	275.00'	N89°18'26"E	2.88'	0°35'57"
C94	275.00'	N84°37'02"E	42.12'	8°47'00"
C95	275.00'	N79°45'27"E	4.49'	0°56'10"
C96	275.00'	N75°38'34"E	34.98'	7°17'37"
C97	25.00'	N26°59'45"E	35.36'	90°00'00"
C98	425.00'	S14°27'11"E	52.65'	7°06'07"
C99	425.00'	S08°06'38"E	41.40'	5°34'58"
C100	425.00'	S11°39'42"E	93.90'	12°41'06"
C101	275.00'	S85°38'03"W	51.84'	10°49'02"
C102	275.16'	N84°54'56"E	44.98'	9°22'38"
C103	275.00'	N76°06'39"E	39.47'	8°13'47"
C104	25.00'	N60°32'36"W	36.84'	94°55'17"
C105	325.00'	N73°30'11"E	17.10'	3°00'52"
C106	325.00'	N77°37'05"E	29.57'	5°12'55"
C107	325.00'	N80°33'31"E	3.78'	0°39'58"
C108	325.00'	N84°59'42"E	46.52'	8°12'32"
C109	325.00'	N89°21'11"E	2.88'	0°30'27"
C110	25.00'	S44°36'25"W	35.36'	90°00'00"
C111	25.00'	S45°23'30"E	35.35'	89°59'51"
C112	125.00'	N54°42'54"E	143.02'	69°47'20"
C113	225.00'	N19°25'41"E	3.08'	0°47'07"
C114	225.00'	N12°08'33"E	54.01'	13°47'09"
C115	225.00'	N01°58'23"E	25.72'	6°33'11"
C116	225.00'	S09°15'31"W	82.49'	21°07'27"
C117	607.83'	N01°25'03"W	2.42'	0°13'40"
C118	607.83'	N04°25'06"W	61.22'	5°46'25"
C119	607.83'	N10°11'38"W	61.27'	5°46'40"
C120	607.83'	N07°11'35"W	124.74'	11°46'45"
C121	657.83'	N09°39'14"W	191.06'	16°42'02"
C122	325.00'	N76°06'39"E	46.64'	8°13'47"
C123	325.00'	N84°54'57"E	53.16'	9°22'57"
C125	25.00'	N66°30'12"E	27.69'	6°71'43"
C126	100.00'	N69°08'57"E	102.93'	61°57'05"

ALLEN & COMPANY
Founded in 1988
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723

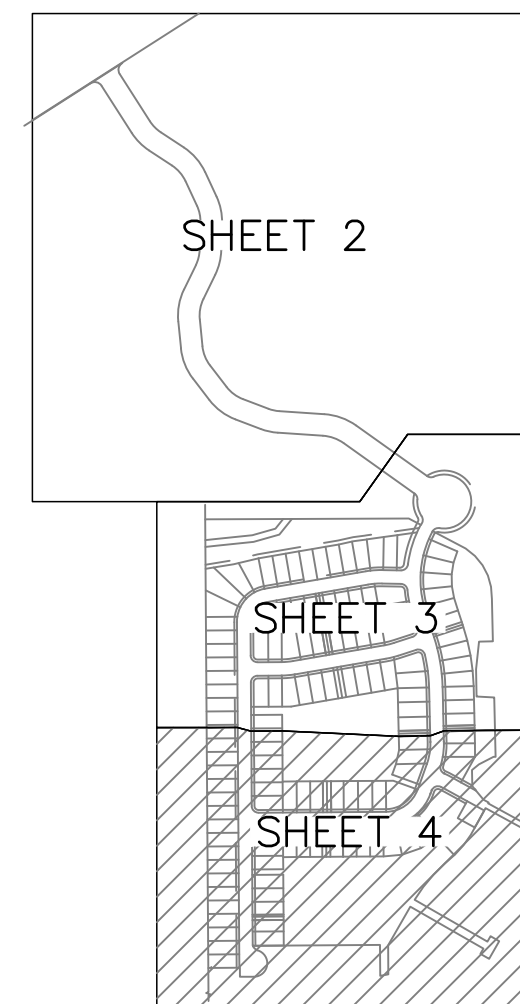
KNIGHTSBRIDGE PHASE 1
A PARCEL OF LAND LYING IN SECTIONS 35 AND 36,
TOWNSHIP 25 SOUTH, RANGE 28 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

SHEET 4 OF 4 PLAT BOOK ____ PAGE ____



LINE TABLE			CURVE TABLE					
L11	BEARING	LENGTH	CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
L11	S88°39'50"W	7.55'	C28	28.46'	S44°57'15"E	23.77'	49°22'00"	24.52'
L12	S62°48'10"W	60.86'	C45	250.00'	N09°15'31"E	91.65'	21°07'27"	92.17'
L13	S50°41'17"W	33.25'	C46	500.05'	N65°43'55"W	77.63'	8°54'13"	77.71'
L14	S01°10'33"E	59.64'	C47	150.00'	N54°42'54"E	171.62'	69°47'20"	182.71'
L15	S39°39'44"E	65.14'	C60	28.46'	S17°17'52"E	2.88'	5°48'00"	2.88'
L16	S61°18'30"E	21.46'	C61	25.00'	S44°36'30"W	35.36'	90°00'09"	39.27'
L17	S28°41'30"W	3.69'	C62	175.00'	N83°52'29"E	34.97'	11°28'11"	35.03'
L18	S28°41'30"W	20.00'	C63	175.00'	N70°49'13"E	44.59'	14°38'21"	44.71'
L19	S28°41'30"W	52.02'	C64	175.00'	N56°10'59"E	44.58'	14°38'07"	44.70'
L20	S29°03'57"W	61.71'	C65	175.00'	N34°20'35"E	87.77'	29°02'41"	88.71'
L21	S35°06'20"W	46.50'	C66	25.00'	S68°00'27"W	37.27'	96°22'26"	42.05'
L22	S42°30'40"W	46.50'	C67	475.05'	N62°32'34"W	20.94'	2°31'31"	20.94'
L23	S48°35'13"W	50.02'	C68	175.00'	N54°42'54"E	200.22'	69°47'20"	213.16'
L24	S45°13'18"W	58.71'	C69	525.05'	N63°08'32"W	34.12'	3°43'27"	34.13'
L25	S39°55'07"W	59.73'	C70	25.00'	S23°58'15"E	32.82'	82°04'00"	35.81'
L26	S34°03'19"W	57.34'	C71	275.00'	N13°39'55"E	32.59'	6°47'40"	32.61'
L27	N29°51'09"E	22.97'	C72	275.00'	N05°01'48"E	50.21'	10°28'32"	50.28'
L28	S60°08'50"E	37.00'	C73	275.00'	N00°45'20"W	5.26'	1°05'45"	5.26'
L29	N60°08'51"W	37.00'	C74	275.00'	N07°52'46"E	87.77'	18°21'58"	88.15'
L30	N29°51'09"E	22.36'	C111	25.00'	S45°23'30"E	35.35'	89°59'51"	39.27'
L31	S78°52'06"W	30.57'	C112	125.00'	N54°42'54"E	143.02'	69°47'20"	152.26'
L32	N89°41'39"W	51.73'	C113	225.00'	N19°25'41"E	3.08'	0°47'07"	3.08'
L33	N00°25'23"W	33.24'	C114	225.00'	N12°08'33"E	54.01'	13°47'09"	54.14'
L34	S89°34'37"W	116.91'	C115	225.00'	N01°58'23"E	25.72'	6°33'11"	25.73'
L39	S19°49'14"W	66.18'	C116	225.00'	S09°15'31"W	82.49'	21°07'27"	82.95'
L40	S19°49'14"W	33.32'	C124	49.88'	S07°40'17"W	98.79'	163°57'57"	142.74'
L41	S01°18'13"E	200.60'						
L42	S61°16'33"E	311.57'						
L43	S89°36'25"W	27.26'						
L47	N89°34'37"E	1.91'						
L48	N89°36'34"E	10.54'						
L49	S19°49'14"W	13.40'						
L54	S28°41'30"W	41.72'						
L55	S29°11'46"W	30.28'						
L56	S61°16'44"E	72.07'						
L57	S28°43'27"W	72.00'						
L58	S28°41'30"W	10.30'						

SHEET INDEX
SHEET 1 OF 4 - LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 4 - BOUNDARY INFORMATION
SHEET 3-4 OF 4 - BOUNDARY INFORMATION, LOT AND TRACT GEOMETRY



KEY MAP
NOT TO SCALE



SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723

**PERFORMANCE GUARANTEE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE and
LENNAR HOMES, LLC**

THIS AGREEMENT is entered into this day of , 2022, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church St. Kissimmee, Florida 34741, (the "**City**"), and **LENNAR HOMES, LLC**, a Florida Limited Liability Company, whose principal business address is 6675 Westwood Blvd, 5th Floor. Orlando, FL 32821.

WITNESSETH

WHEREAS, **LENNAR HOMES, LLC** is the developer of Knightsbridge Phase 1 - DRC#06-00032, Parcel 35-25-28-00U0-0018-0000, located in the City of Kissimmee, Florida; and

WHEREAS, **LENNAR HOMES, LLC**, submitted subdivision site improvement plans which included plans for infrastructure, landscape and recreational amenities for Knightsbridge Phase I which were approved by the City of Kissimmee; and

WHEREAS, Pursuant to City Land Development Code 14-2-205, Subdivision Site Improvements, before a Plat is signed by the Mayor, all applicants shall be required to complete all the street, sewer and other improvements, including lot improvements on the individual lots of the subdivision as required in this chapter, specified in the final subdivision plat, and as approved by the City Commission, and to dedicate the public improvements to the city free and clear of all liens and encumbrances on the property and public improvements thus dedicated; and

WHEREAS, City Code provides that in lieu of requiring the completion of all improvements prior to final plat approval, the City may, at its discretion, enter into a contract with the subdivider whereby the subdivider shall guarantee to complete all improvements as required by the City, and in a manner satisfactory to the City; and

WHEREAS, **LENNAR HOMES, LLC**, as subdivider desires to enter into this Agreement to guarantee completion of improvements required by the City in lieu of completing site improvements, as permitted by the Land Development Code.

NOW, THEREFORE, in consideration of the premises, mutual promises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.

2. **Performance Guarantees.**

- A. **LENNAR HOMES, LLC** provided the City a performance guarantee in the form of a Performance Letter of Credit FGAC-22582 in the amount of Seven Million Nine Hundred Fifty Nine Thousand Eighty Nine and 19/100 (\$7,959,089.19), which is equal to 125% of the total cost of construction.

B. The Performance Letter of Credit was obtained from a financial institution authorized to do business in the state. The letter of credit is payable to the City, in an amount sufficient to cover the entire cost of installing all contracted improvements, as estimated by subdivider and approved by the City Engineer. The duration of the letter of credit shall be until such time as the improvements are accepted by the City in accordance with City Code.

3. **Time Limits.** The parties agree that the deadline for the completion of all required improvements, is one year from the date of final plat approval.
4. **Failure to Complete Improvements.** If any portion of the required bonded subdivision improvements shall fail to be accepted for dedication in accordance with City specifications as shown on the City approved engineering plans, within the allocated time period, either for reason of incompleteness or for reason of substandard construction, then the City shall declare the security that has been pledged as a guarantee to be forfeited. The City shall use the security to finance the completion of contracted improvements or the rebuilding of such improvements to the proper specifications. Unused portions of these securities shall be returned to the sub-divider, as may be appropriate.
5. **Certificate of Occupancy.** The parties acknowledge and understand that the City shall not issue any certificate of occupancy for any residential or non-residential building in the subdivision until such time as all the landscape and recreational amenities and any other required subdivision improvements are constructed and accepted by the City in accordance with development standards.
6. **Agreement Binding Upon Successors.** This Agreement shall be binding upon and extend to the successors and assigns of the respective parties hereto.
7. **Venue.** Venue for any action arising under this Agreement or any amendment or renewal shall be in the Osceola County, Florida.
8. **Florida Law.** This Agreement is made, shall be deemed to be made, and shall be construed in accordance with the laws of the State of Florida.
9. **Authority.** The individuals executing this Agreement on behalf of LENNAR HOMES, LLC represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of their respective company.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 3rd day of November, 2022.

ATTEST:

Linda Chambers
Print Name: LINDA CHAMBERS

Kathryn Farr
Print Name: KATHRYN FARR

"LENNAR HOMES, LLC"

LENNAR HOMES, LLC, a Florida Limited Liability Company

By: [Signature]
Name: Mark McDaniel
Title: Vice President
Date: 11/3/22

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of November, 2022 as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. He/She is (☒) personally known to me or () has/have produced _____ as identification.



Linda E. Chambers
(Signature of Notary Public)
Print Name: LINDA E. CHAMBERS
Notary Public, State of Florida
Commission No.: 910292
My Commission Expires: 9-4-23

ATTEST:

“CITY OF KISSIMMEE”

City Clerk:

Approved as to form and legality.

City Attorney:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022 as _____ of CITY OF KISSIMMEE, on behalf of the city. He/She is () personally known to me or () has/have produced _____ as identification.

(Signature of Notary Public)

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

FIDELITY GUARANTY AND ACCEPTANCE CORP.

5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST

MIAMI, FLORIDA 33126

PHONE (305)553-8724



ISSUE DATE: OCTOBER 25, 2022

IRREVOCABLE LETTER OF CREDIT NO. FGAC-22582

BENEFICIARY:
CITY OF KISSIMMEE
101 CHURCH STREET, SUITE 110
KISSIMMEE, FL 34741

APPLICANT (DEVELOPER):
LENNAR HOMES, LLC
6675 WESTWOOD BLVD., 5TH FLOOR
ORLANDO, FL 32821

AMOUNT:
USD \$7,959,089.19 (SEVEN MILLION NINE HUNDRED FIFTY-NINE THOUSAND EIGHTY-NINE AND 19/100 US DOLLARS)

EXPIRATION DATE:
OCTOBER 24, 2023

PROJECT:
KNIGHTSBRIDGE PHASE 1 (DRC#06-00032)

GENTLEMEN:

BY ORDER OF APPLICANT, WE HEREBY ESTABLISH THIS IRREVOCABLE LETTER OF CREDIT NUMBER FGAC-22582 IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON FIDELITY GUARANTY AND ACCEPTANCE CORP. UP TO AN AGGREGATE AMOUNT OF SEVEN MILLION NINE HUNDRED FIFTY-NINE THOUSAND EIGHTY-NINE AND 19/100 US DOLLARS (USD \$7,959,089.19), AVAILABLE BY YOUR SIGHT DRAFT(S) DRAWN ON US. WE ARE INFORMED THAT THIS LETTER OF CREDIT IS TO GUARANTEE INSTALLATION OF IMPROVEMENTS TO PROJECT, AS REQUIRED PURSUANT TO THE APPROVED PLANS.

YOUR SIGHT DRAFT(S) MUST BE ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY; AND BY A SIGNED STATEMENT FROM THE CITY OF KISSIMMEE ENGINEER CERTIFYING THAT EITHER: (A) THE INSTALLATION OF THE IMPROVEMENTS CALLED FOR IN THE APPROVED PLANS AND CITY OF KISSIMMEE LAND DEVELOPMENT CODE HAS NOT BEEN COMPLETED FOR THE PROJECT KNOWN AS KNIGHTSBRIDGE PHASE 1 (DRC#06-00032) BY THE APPLICANT, AND STATING THE AMOUNT DUE TO CITY OF KISSIMMEE (THE "CITY"); OR (B) THE CITY HAS RECEIVED NOTICE OF NON RENEWAL FROM FIDELITY GUARANTY AND ACCEPTANCE CORP. THAT THIS LETTER OF CREDIT WILL NOT BE AUTOMATICALLY EXTENDED BEYOND THE CURRENT EXPIRATION DATE AND THE OBLIGATIONS ARE STILL OUTSTANDING AND AN ACCEPTABLE REPLACEMENT SECURITY OR LETTER OF CREDIT HAS NOT BEEN PROVIDED.

DRAFT(S) MUST BE DRAWN ON OR BEFORE ISSUER'S CLOSE OF BUSINESS ON OCTOBER 24, 2023, AND EACH DRAFT MUST BE MARKED "DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NUMBER FGAC-22582".

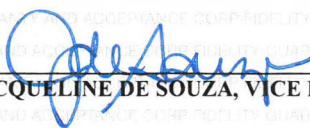
IT IS A CONDITION OF THIS IRREVOCABLE LETTER OF CREDIT THAT IT SHALL AUTOMATICALLY EXTEND FOR SUCCESSIVE ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS ISSUER PROVIDES WRITTEN NOTICE TO THE CITY NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING THE CURRENT EXPIRATION DATE OF ITS INTENT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE EXPIRATION DATE.

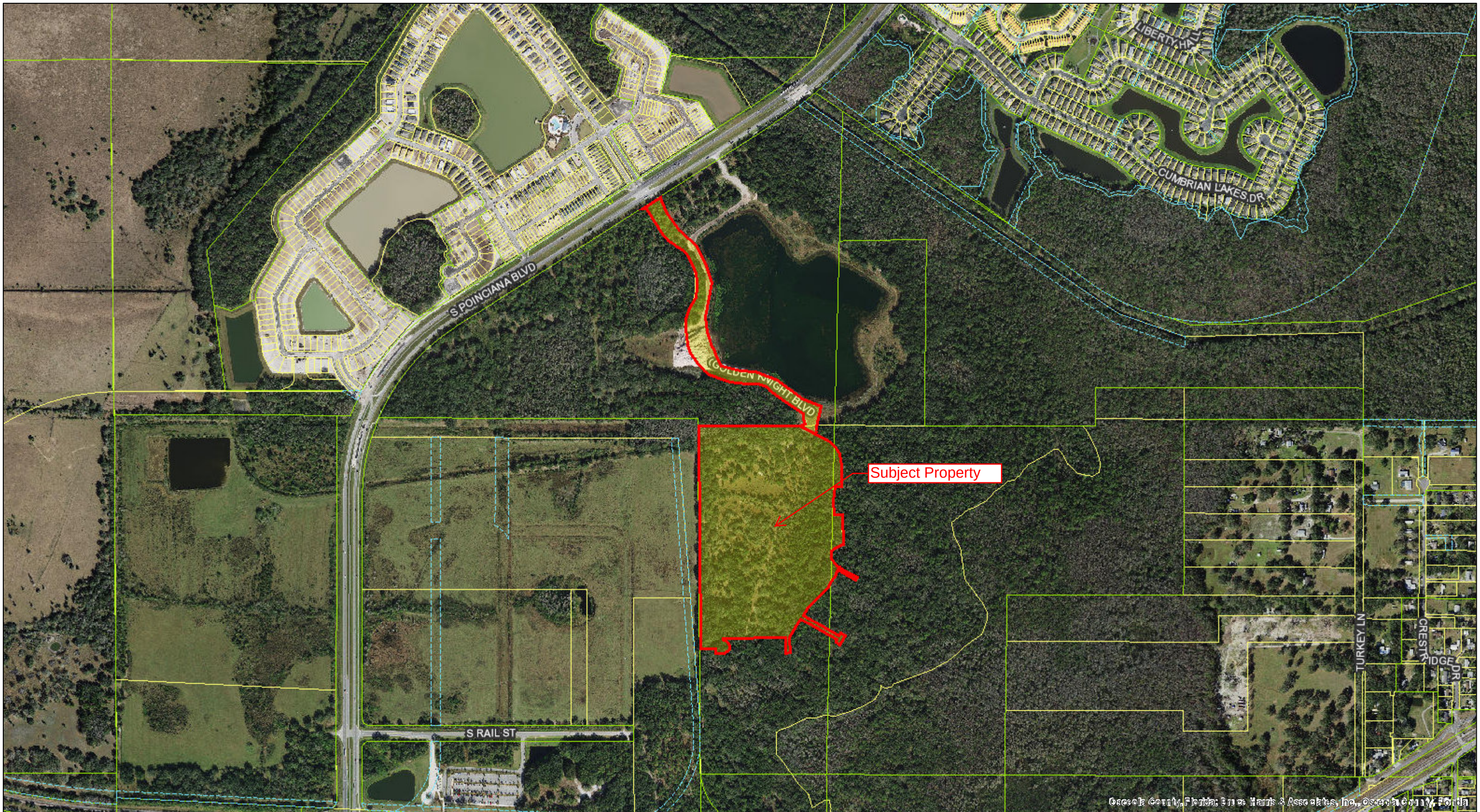
IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE SUBDIVISION IMPROVEMENTS TO THE SATISFACTION OF THE CITY, AS EVIDENCED BY WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS FOR THE PROJECT, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS ISSUER MARKED "CANCELLED."

WE HEREBY AGREE THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIDELITY GUARANTY AND ACCEPTANCE CORP. 5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST, MIAMI, FLORIDA 33126, IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE.

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP.


JACQUELINE DE SOUZA, VICE PRESIDENT



Osceola County, Florida; Eric Harris & Associates, Inc., Osceola County, Florida

SR-22-0009 Knightsbridge Phase 1

Final Plat

Date Generated: 8/29/2022

0 340 680 ft
|-----|-----|



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
Page 639 of 652

ITEM 7.K

Approval to Adjust the Fiscal Year 2021-2022 Budget

Request

This request is for Commission approval to adjust the budget for fiscal year 2021-2022 due to line-item variances in certain department budgets.

Explanation

As detailed in the attached spreadsheet, several budget adjustments must be made to properly report expenditure budgets for the fiscal year ended September 30, 2022.

In the General Fund, the bad debt expense exceeded budget by \$1,353,979 due to the write-off of uncollectable ambulance services. The amount written off is based on amounts provided by a new collections company used by the City. The overage of \$1,353,979 in the General Fund will be taken from reserves. The budget will also be adjusted by \$900,600 to account for the new GASB 87 requirement for the lease of equipment under the red light camera program. This money will come from other financing sources.

In the Kissimmee Charter School Fund, an additional transfer of \$382,885 is necessary to cover additional costs for Professional Services. This transfer will be taken from reserves.

In the Central Services Fund, a budget adjustment of \$168,095 is necessary to account for additional expenditures in the vehicle parts line. Reserves in this fund will cover the shortage.

Retirement Contributions accounts in all divisions were under budget due to a mistake in the budgeting process. A total of \$571,769 is needed for all funds affected. This amount will be taken from reserves on each individual fund.

Recommendation

Staff recommends the Commission approve the necessary adjustments to the budget for 2021-2022 as detailed in the attached document.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. 2021-2022 Budget Adjustments

**City of Kissimmee
Budget Adjustments
FY 2021-2022**

Fund/Department	Net Overage	Explanation
General Fund:		
Finance	\$ 1,353,979	¹ Allowance for doubtful accounts receivables for ambulance services
Police	\$ 900,600	² To account for red light camera lease equipment
Charter School Fund:		
City Manager	\$ 382,885	³ Actual professional services costs exceeded estimated budget due to increased Full Time Equivalent (FTE) revenues
Central Services Funds		
Public Works	\$ 168,095	⁴ To cover additional expenditures in vehicle parts for Fleet division
All funds Citywide:		
All division with retirement contributions	\$ 571,769	⁵ To cover shortfall on retirement contributions

¹ Monies will be transferred from General Fund reserves \$ 1,353,979

² Monies are from other financing sources to account for total amount of leased equipment \$ 900,600

³ Budget adjustment will be processed to reflect additional FTE revenues \$ 382,885

⁴ Monies will be transferred from Central Services Fund reserves \$ 168,095

⁵ Monies will be transferred from each individual Fund reserves \$ 571,769

ITEM 7.L

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

Request

Acceptance of the required subdivision improvements with conditions for Phase 2 of the subdivision known as Osceola Village Center.

Explanation

Stanley Martin Homes (Developer) is requesting acceptance of the subdivision improvements constructed with the development known as Osceola Village Center Phase 2, in accordance with the City's Subdivision Site Improvements and Inspection and Certification procedures (LDC §14-3-43).

This subdivision is located east of South John Young Parkway and north of Shingle Creek. The required subdivision improvements include paving, grading, drainage, water, sewer, landscaping, irrigation, site lighting, walls, and other amenities. With verification from other City departments and Toho Water Authority, the City Engineer certifies these improvements to be substantially complete with the following condition:

1. The developer shall provide updated record drawings to the City within thirty (30) days of final acceptance.

All roads will be owned and maintained by the City. All other common areas will be owned and maintained by the subdivision's Home Owner's Association.

The owner has posted a maintenance bond in the amount of \$48,266.55 to assure the satisfactory condition of the required subdivision improvements for a period of one (1) year from formal acceptance by the City Commission.

The City Commission previously approved the final plat for this subdivision, Osceola Village Center Phase 2, on 10/4/2022.

Recommendation

Staff recommends City Commission acceptance of the subdivision improvements for Osceola Village Center, Phase 2 with this condition.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. DRC-19-00100 Osceola Village Center PH 2_FA - Maintenance Bond + Rider
2. DRC-19-00100 Osceola Village Center PH 2_FA - Vicinity Map

MAINTENANCE BOND

Bond No. CMS0343444

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Stanley Martin Homes, LLC
11710 Plaza America Drive, #1100, Reston, VA 20190 as Principal,
and RLI Insurance Company
a
Corporation of the State of IL, duly authorized to do business in the State of FL,
having an office at 9025 N. Lindbergh Drive, Peoria, IL 61615, as Surety, are hereby held and firmly
bound unto City of Kissimmee
101 Church St., Kissimmee, FL 34741
in the sum of Forty Eight Thousand Two Hundred Sixty Six Dollars and 55/100 Dollars (48,266.55),
for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed this 16th day of October, 2022.

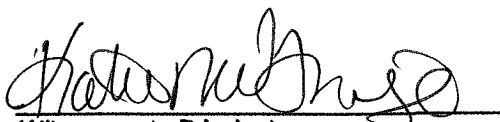
WHEREAS, the above bounden Stanley Martin Homes, LLC did on the 16th day
of October, 2022 enter into a contract with City of Kissimmee
for
Osceola Village Center Phase 2

which said contract and related specifications are hereby made a part of this bond the same as though set forth
herein.

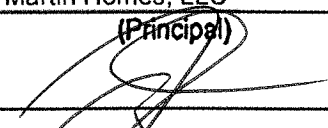
WHEREAS, the above named Stanley Martin Homes, LLC has completed said work
and is now required under the aforesaid specifications to furnish a maintenance bond to the Oblige for the term of
1 year.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully carry out
and perform said guarantee in accordance with the terms of said specifications and shall, on due notice, repair and
make good at its own expense, all defects of material or workmanship in the said work which may develop during the
period between October 16, 2022 and October 16, 2023, or shall pay over, make good and reimburse to the
said Oblige all loss and damage which the Oblige may sustain by reason of failure or default of said Principal so to
do, then this obligation shall be null and void; otherwise to remain in full force and effect.

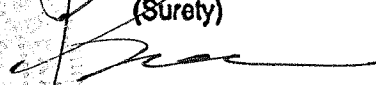
IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several
seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and
these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

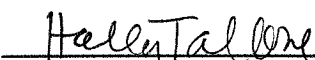

Witness as to Principal

Stanley Martin Homes, LLC
(Principal)

By: 

RLI Insurance Company
(Surety)

By: 
Kathleen M. Coen Attorney-in-Fact


Witness as to Surety



Surety Phone No. 309-692-1000

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. CMS0343444

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Kathleen M. Coen in the City of Farmington, State of CT,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Stanley Martin Homes, LLC

Obligee: City of Kissimmee

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of

January, 2021.

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

State of Illinois

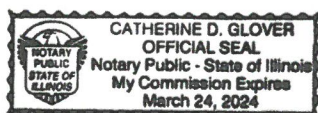
County of Peoria

} SS

On this 21st day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: *Catherine D. Glover*
Catherine D. Glover

Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

By: *Jeffrey D. Dick*
Jeffrey D. Dick

Corporate Secretary

A00AID19

Admitted Assets

Investments:

Fixed maturities	\$ 1,108,736,858
Equity securities	1,234,539,005
Short-term investments	0
Real estate	29,005,732
Properties held to produce income	0
Cash on hand and on deposit	82,988,174
Other invested assets	56,354,662
Receivables for securities	1,321,658
Agents' balances	82,633,031
Investment income due and accrued	8,291,480
Funds held	0
Reinsurance recoverable on paid losses	6,040,596
Federal income taxes receivable	0
Net deferred tax asset	0
Guarantee funds receivable or on deposit	37,508
Electronic data processing equipment, net of depreciation	1,041,105
Receivable from affiliates	13,974,554
Other admitted assets	7,762,184

Total Admitted Assets **\$ 2,632,726,547**
Liabilities and Surplus

Liabilities:

Reserve for unpaid losses and loss adjustment expenses	\$ 755,538,188
Unearned premiums	320,186,499
Accrued expenses	96,968,941
Funds held	394,124
Advance premiums	17,233,690
Amounts withheld	81,205,397
Remittances and items not allocated	1,187,051
Dividends declared and unpaid	39,205
Ceded reinsurance premium payable	28,863,477
Payable for securities	4,384,937
Statutory penalties	750,800
Current federal & foreign income taxes	1,549,816
Net deferred tax liability	19,265,874
Borrowed money and accrued interest	50,036,167
Drafts outstanding	0
Payable to affiliate	6,995,196
Other liabilities	7,478,125
Total Liabilities	\$ 1,392,077,487

Surplus:

Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	988,197,601

Total Surplus **\$ 1,240,649,060**

Total Liabilities and Surplus **\$ 2,632,726,547**

State of Illinois

County of Peoria

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of _____ and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2021.

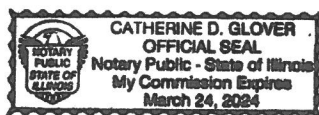
Attest:

{ Corporate
Seal
Affixed }

Craig Kliethermes
Craig Kliethermes President

Olga S. Happel
Olga S. Happel Assistant Secretary

Sworn to before me this 9th day of March, 2022.


{ Notarial
Seal
Affixed }

Catherine D. Glover
Catherine D. Glover Notary Public, State of Illinois

M0058322

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number **CMS0343444** effective **10/16/2022**
issued by the **RLI Insurance Company** In the amount
Of **Forty Eight Thousand Two Hundred Sixty Six and 55/100 (\$48,266.55)** , on behalf
of **Stanley Martin Homes, LLC** as Principal and in favor of
City of Kissimmee, as Obligee

Now, Therefore, it is agreed that: **the expiration date of coverage is changed to one-year
from the date of City Commission final acceptance**

It is further understood and agreed that all other terms and conditions of this bond shall remain
unchanged.

This rider is to be effective the **16th** day of **October** , **2022**
Signed, sealed, and dated this **18th** day of **October** , **2022**

Stanley Martin Homes, LLC

Principal

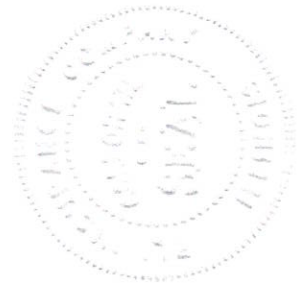
By: _____ (Seal)

RLI Insurance Company

Surety

By: _____ (Seal)

Kathleen M. Coen , Attorney-in-fact



POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Garv Giulietti, Holly Lynch, Philip Baker, Kathleen M. Coen, Holly Tallone, Renee Hugar, Julia C. Zalesky, Dana Donahue, Abigail E. Curtiss, jointly or severally

in the City of Farmington, State of Connecticut its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of August, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 8th day of August, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 18th day of October, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary

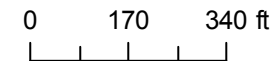




Osceola Village Center Phase 2

Final Acceptance

Date Generated: 11/2/2022



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

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

City Commission ratification of Executive Order 2022-02 issued November 07, 2022 for the Local Declaration of Emergency to November 14, 2022, and approval to extend the Declaration to November 21, 2022.

Explanation

City Manager Steigerwald, as authorized by City Code Section 14-20, issued the original Local State of Emergency on November 07, 2022. Extension of the original Executive Order is necessary due to the ongoing recovery from both Hurricane Ian and Tropical Storm Nicole.

Recommendation

Staff recommends adoption of the resolution.

REQUESTED CITY COMMISSION ACTION:

Approve
Adopt

Department: City Attorney
Presenter:

Attachment(s):

1. (S) Resolution 26-2022 - Ratification of City Manager Declaration of State of Emergency

RESOLUTION NO. 26-2022

**A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF KISSIMMEE RATIFYING
A DECLARATION OF LOCAL STATE OF EMERGENCY and
EXTENDING THE STATE OF EMERGENCY DECLARATION**

WHEREAS, On November 7, 2022, in response to the National Hurricane Center predicting that Subtropical Storm Nicole would become a Category 1 Hurricane in the next few days impacting the State of Florida, Governor DeSantis issued Emergency Order No. 22-253 declaring a State of Emergency to encompass various counties, including Osceola County; and

WHEREAS, in response to the Governor's action, the City Manager issued Executive Order 2022-02, declaring a local state of emergency, a copy of which is attached; and

WHEREAS, the City has been in a continued local state of emergency due to the impacts and continued recovery from the heavy rainfall and flash flooding caused by Hurricane Ian, which resulted in significant damage to property and debris; and

WHEREAS, The City Manager has taken the necessary actions and enforcement powers to respond to the emergency, to safeguard the life and property of the citizens of Kissimmee, pursuant to Florida Statute Section 252.38, the City of Kissimmee Code, Section 14-20, and the Governor's EO No. 22-253; and

WHEREAS, City Code Section 14- 20 (b), provides that as soon as practicable thereafter, a quorum of City Commission shall meet to ratify the declaration of emergency; and

NOW THEREFORE, THE CITY COMMISSION OF THE CITY OF KISSIMMEE, Florida hereby ratifies the City Manager's declaration of local state of Emergency Executive Order 2022-02, and extends the local state of emergency.

1. The City Manager, or his designee, is hereby authorized and empowered to administer Chapter 14, Civil Emergencies of the City of Kissimmee Code of Ordinances and to take such actions expedient to adequately deal with, reduce vulnerability to, and to recover from existing and continuing impacts from both Hurricane Ian and Tropical Storm Nicole.
2. Pursuant to Florida Statute 258.38(3)(a)(5), the duration of a local state of emergency is limited to seven (7) days, therefore this Resolution shall extend the local state of emergency another seven (7) days through November 21, 2022.

Said motion having been duly carried, this 15th day of November 2022.

ATTEST:

City Clerk

Mayor-Commissioner

ITEM 8.A
2023 City Commission Meeting Calendar

Request

Request City Commission approval to establish the Commission meeting calendar for 2023.

Explanation

Every year the City Commission adopts the calendar for the upcoming year in order to assist staff in scheduling agenda items and to notify the Commission, staff, and the public of the Commission meeting schedule.

Since the Commission holds its meetings on the 1st and 3rd Tuesday of each month, these dates are checked first to confirm there is no conflict with City Holidays. For 2023, Independence Day (July 4th) falls on the first Tuesday of July and therefore that meeting will need to be canceled or rescheduled. The second date for consideration is the first meeting of 2023 which is immediately following the New Years' holiday on Tuesday, January 3rd. Staff recommends cancelation of this meeting due to overall staffing during the Christmas and New Years' holiday.

After any discussion, staff recommends the Commission accept the full calendar for 2023, including the dates as listed for the Annual Commission Retreat, Budget Workshop, City Manager and City Attorney Annual Evaluations, and the Budget Hearings. The Budget Hearings have been tentatively scheduled for the 1st and 3rd Tuesday in September. However, the City is statutorily required to yield our adoption dates to Osceola County and the Osceola County School District. In order to comply, the dates will be confirmed later in the year.

While the Commission meetings are established, Workshops and CRA meetings will also be scheduled as necessary throughout the year.

Recommendation

After Commission discussion, staff recommends approval of the 2023 City Commission Meeting Calendar with the cancelation of January 3, 2023 and July 4, 2023.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. 2023 Tentative Dates for Approval - 11-15-2022 Agenda



CITY OF KISSIMMEE

Office of the City Clerk

101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2308 . FAX 407-518-2260

2023 City of Kissimmee Commission Meeting Dates

Tentative Commission Dates (Agenda for Approval 11/15/2022)

January 3, 2023 Cancelled

January 17, 2023

January 20, 2023 (Commission Retreat)**

February 7, 2023

February 21, 2023

March 7, 2023

March 21, 2023

April 4, 2023

April 18, 2023

May 2, 2023

May 16, 2023

June 6, 2023

June 20, 2023

July 4, 2023 Cancelled

July 18, 2023

July 21, 2023 (Budget Workshop)** 2:00pm

August 1, 2023

August 15, 2023

Tentative Budget Hearings / 1st & 2nd Hearings

September 5, 2023 CM & CA Evaluations

September 5, 2023 (1st Budget Hearing)

September 19, 2023 (2nd Budget Hearing)

October 3, 2023

October 17, 2023

November 7, 2023

November 21, 2023

December 5, 2023

December 19, 2023

The City Commission meets on the 1st and 3rd Tuesday each month. Dates are subject to change and/or meetings may be added with Commission approval.

All meetings are at 6:00 p.m. unless otherwise noted. ** Meetings start at 8:30 a.m., 2:00 p.m., or 5:30 p.m. or as noted.