



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 15, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing In Four New Police Officers

3.B Proclamation and "Ruby Award" Presentation - 50th Anniversary of The Motorcycle Clinic

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading -Proposed Ordinance #23-15 - Amending the Future Land Use Map designation from Industrial Business (IB) to Single Family Low Density Residential (SF-LDR): Carter Case - LUPA-23-0003

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

4.B Public Hearing - Second and Final Reading -Proposed Ordinance #23-16 - Amending the Zoning Map designation from Airport Industrial (AI) to Agriculture and Conservation (AC): Carter Case - ZMA-23-0004

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

4.C Public Hearing - First Reading - Proposed Ordinance #23-17 - Establishment of a Police and Fire Impact Fee

AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPTING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

4.D Public Hearing - First Reading - Proposed Ordinance #23-18 - Amendment to the Parks and Recreation Impact Fee Ordinance

AN ORDINANCE AMENDING "THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE," CODE OF ORDINANCES OF THE CITY OF

KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

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 August 1, 2023 Commission Workshop and Commission Meeting

7.B Acceptance of a donation from Osceola County for portable basketball courts and goals

7.C Approval of a Resolution to accept a Public Transportation Grant Agreement from the Florida Department of Transportation for Taxiway D Rehabilitation Design

7.D Approval for the Purchase of Two (2) Firefighting Apparatus

7.E Acceptance of Donation from Walmart Foundation for Shop with a Cop

7.F Approval to use funds from the Law Enforcement Trust Fund for the City-Wide Security Enhancement Project

7.G Application of the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation from the U.S. Department of Justice

7.H Interlocal Agreement between the City of Kissimmee and the School Board of Osceola County relating to the Denn John Middle School Gymnasium

7.I Kissimmee Executive Park Replat - Final Plat (DRC# SR-23-0005)

7.J Commission Ratification of Collective Bargaining Agreement Reopeners with the Florida State Lodge Fraternal Order of Police Inc. (FOP) Representing the Police Officers, Corporals and Detectives Unit, and the Contract for the Sergeants Unit

7.K Consent To Sub-Lease Between Sunstate Aviation Holdings, LLC and Sunstate Aviation Flight School, LLC

7.L Agreement for Traffic Control Jurisdiction between the Cypress Ridge Community Homeowners Association, Inc and the City of Kissimmee

7.M Authorization to submit an application for the Fiscal Year 2022 Justice Assistance Grant made available by the U.S. Department of Justice

8. DISCUSSION ITEMS

8.A UCF Small Business Development Center Annual Report and Services Agreement

8.B Prospera Annual Report and Services Agreement

8.C Commission Review and Approval of Legislative Priorities for 2024

8.D Advisory Board Vacancy: Parks and Recreation Advisory Board

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

Swearing In Four New Police Officers

Request

Swearing in and administering oaths to four new police officers.

Explanation

Four new police officers have been hired as employees of the City of Kissimmee Police Department. Having the officers sworn in at the City Commission Meetings serves as a formal introduction to the Mayor, the City Commission, the citizens and the community. The procedure of swearing in new officers instills formality and professionalism at the start of their careers with the City of Kissimmee.

The four new police officers to be sworn in are:

Courtney Chapman
Jonathan Irizarry Lugo
Frances Ramirez Camacho
Christopher Rivera Navarro

Recommendation

REQUESTED CITY COMMISSION ACTION:

No Action

Department: Police
Presenter: Betty Holland

Attachment(s):

1. (S) Oath of Office - Chapman, Courtney
2. (S) Oath of Office- Irizarry Lugo, Jonathan
3. (S) Oath of Office - Ramirez Camacho, Frances
4. (S) Oath of Office - Rivera Navarro, Christopher



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



August 15, 2023

I, Courtney Chapman, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend, and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Courtney Chapman
Police Officer

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



August 15, 2023

I, Jonathan Irizarry Lugo, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend, and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Jonathan Irizarry Lugo
Police Officer

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



August 15, 2023

I, Frances Ramirez Camacho, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend, and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Frances Ramirez Camacho
Police Officer

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



August 15, 2023

I, Christopher Rivera Navarro, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend, and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Christopher Rivera Navarro
Police Officer

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police

ITEM 3.B**Proclamation and "Ruby Award" Presentation - 50th Anniversary of The Motorcycle Clinic****Request**

The request is for the Commission to present a Proclamation to Brian Dady, owner of The Motorcycle Clinic.

Explanation

Economic Development Director Tom Tomerlin will present the Ruby Award to the Motorcycle Clinic in honor of their 50 years in business, and invites the City Commission to join him in presenting a Proclamation in honor of this milestone.

Department: Economic Development

Presenter: Arthur Tomerlin

Attachment(s):

1. Proclamation- 50th Anniversary of The Motorcycle Clinic

Proclamation



50TH ANNIVERSARY OF THE MOTORCYCLE CLINIC

WHEREAS, The Motorcycle Clinic opened its doors on June 1, 1973, in the City of Kissimmee, bringing to the City a complete Motorcycle Store specializing in sales, parts, services and customization; and

WHEREAS, The Motorcycle Clinic always strives to provide the best customer service and has touched The Motorcycle Community through its fifty years of local service; and

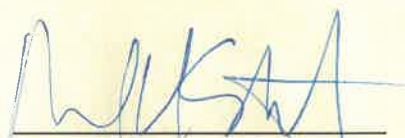
WHEREAS, The Motorcycle Clinic is owned and operated by Brian Dady, where he continues to deliver exceptional customer service to make motorcycle riding an open and accessible hobby for all; and

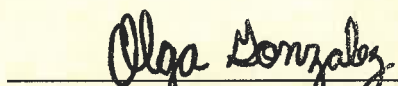
WHEREAS, today Brian Dady is a mentor and an educator and well-known fixture in the Motorcycle Industry; and

WHEREAS, through its local efforts, The Motorcycle Clinic has helped move the hobby by increasing female ridership and making The Motorcycle Clinic a one-stop-shop for all customers; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby recognize the rare accomplishment of "**The Motorcycle Clinic**" operating a business for fifty (50) years and the extraordinary legacy they created in the City of Kissimmee. The Commission honors The Motorcycle Clinic and wishes to extend a Ruby Award for this accomplishment.

IN WITNESS, THEREOF, this is signed this 15th day of August, 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 4.A

Public Hearing - Second and Final Reading -Proposed Ordinance #23-15 - Amending the Future Land Use Map designation from Industrial Business (IB) to Single Family Low Density Residential (SF-LDR): Carter Case - LUPA-23-0003

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

Request

Approval of a Land Use Amendment changing the Future Land Use Map designation from Industrial Business (IB) to Single Family Low Density Residential (SF-LDR) on approximately 3.4 acres of land.

Explanation

The parcels were annexed, along with 264 other properties, as part of a Small Enclaves Interlocal Agreement (ILA) between the City of Kissimmee and Osceola County (DRC-19-00017). The ILA was intended to annex enclave properties and their associated roadways that could potentially create problems with planning, growth management, and local services. Enclaves, per Florida Statutes Chapter 171, are those areas that are encompassed by a City and where municipal services, such as water, sewer, drainage, police, and fire protection are already provided to surrounding properties. This agreement was approved and adopted by the Osceola County Board of County Commissioners on February 18, 2019.

The Future Land Use designations of properties within the agreement were determined and established in accordance with Comprehensive Plan Policy 1.1.10.5 -- Osceola County and City of Kissimmee Land Use Conversions (DRC-19-00018), however, there were some inconsistencies and errors with the prior County Future Land Use and Zoning designations. The County Future Land Use designation was Low Density Residential (LDR) which is not compatible with the current City Industrial Business (IB) Future Land Use designation (DRC-19-00019). The properties contain residential homes with a small residential subdivision less than a quarter mile to the east. The proposed Single Family Low Density Residential (SF-LDR) Future Land Use designation is more appropriate and compatible within the surrounding area.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.2, Single Family Low Density Residential (SF-LDR), that is intended to protect the quality and character of existing and stable single family detached low density residential neighborhoods. Areas delineated on the Future Land Use Map for single family low density residential uses shall accommodate single family detached dwelling units with a maximum density of up to six (6) dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, and other factors which may be identified in the land development regulations.

2. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan Text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Land Development Code Section 14-3-27, Zoning Map and Land Development Code Amendments, in regards to the submittal and review procedures and criteria to support an amendment. Compliance with Land Development Code Section 14-4-4(A), Agriculture and Conservation District (AC) Zoning District, that is compatible with the Single Family Low Density Residential (SF-LDR) Future Land Use designation that can be considered a holding zone which will permit appropriate rural development until such time new urban development is appropriate.

Recommendation

The Development Review Committee (DRC) recommended approval on June 20, 2023.

The Planning Advisory Board (PAB) recommended approval by a vote of 4-0 on July 19, 2023.

REQUESTED CITY COMMISSION ACTION:

Approve

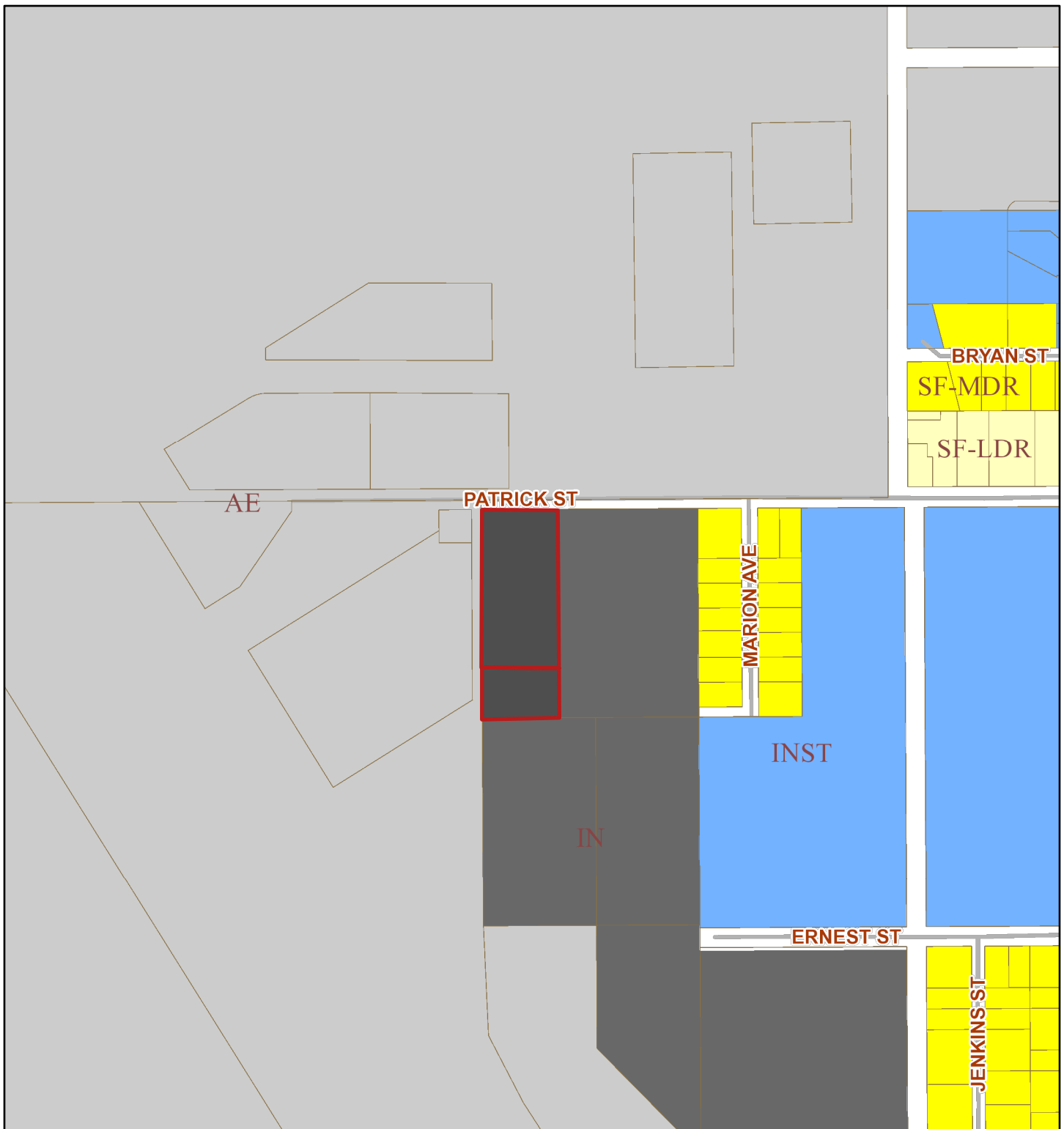
Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

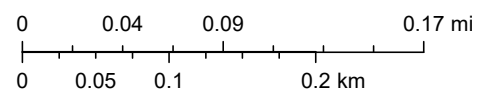
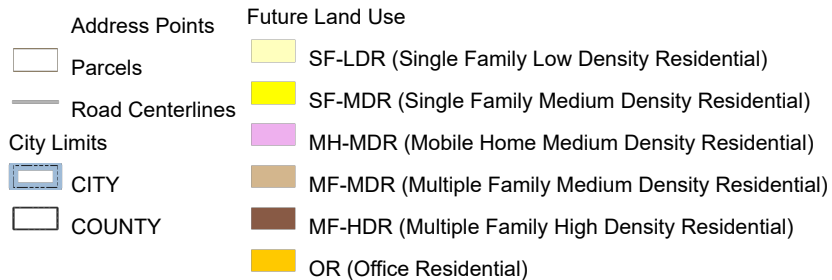
1. LUPA-23-0003 Vicinity Map
2. LUPA-23-0003 Aerial Map
3. LUPA-23-0003 Site Data Tables
4. (S)LUPA-23-0003 Proposed Ord 23-15
5. LUPA-23-0003 City Commission Ad
6. LUPA-23-0003 July 19, 2023 PAB Actions
7. LUPA-23-0003 DRC Comments
8. LUPA-23-0003 DRC Support Documents

LUPA-23-0003
Carter Case
Future Land Use Amendment



June 29, 2023

1:5,846



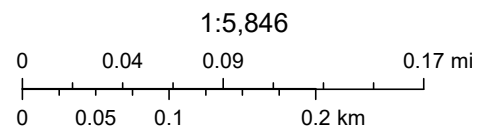
LUPA-23-0003
Carter Case
Future Land Use Amendment



June 29, 2023

- Address Points
- Parcels
- Road Centerlines
- City Limits
- CITY
- COUNTY

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 1.2m Resolution Metadata



State of Florida, Maxar

Carter Case Land Use Amendment, LUPA-23-0003
Parcel ID#29-25-29-4700-0001-0080 & 29-25-29-4700-0001-0083
2804, 2810, 2812, & 2814 Patrick St.
South of Patrick St., east of Kissimmee Gateway Airport, west of N. Thacker Ave.,
North of Ernest St.
Site Data Tables

Site Data		
Size	3.40 acres	
Future Land Use Designation	Industrial Business (IN)	
Proposed Future Land Use Designation	Single Family Low Density Residential (SF-LDR)	
Zoning District Designation	Airport Industrial (AI)	
Proposed Zoning District Designation	Agricultural and Conservative (AC)	
Existing Overlay District	Multimodal Transportation District (MMTD)	
Existing Use(s)	Residential Home	
Proposed Use(s)	Residential	
Adjacent Land Use		
North	Airport Expansion (AE)	
South	Industrial Business (IN)	
East	Industrial Business (IN)	
West	Airport Expansion (AE)	
Adjacent Zoning		
North	Airport Operations (AO)	
South	Business Park (BP)	
East	Business Park (BP)	
West	Airport Operations (AO)	
Past/Current Project Tracking	DRC-19-00017 Annexation DRC-19-00018 Land Use DRC-19-00019 Rezoning	Small Enclaves Interlocal Agreement (ILA)
	LUPA-23-0003 Land Use Plan Amendment ZMA-23-0004 Zoning Map Amendment (Both pending)	

Comprehensive Plan Summary
Policy 1.2.1.2, Single Family Low Density Residential (SF-LDR): Areas delineated on the Future Land Use Map for single family low density residential uses shall accommodate single family detached dwelling units with a maximum density of up to six (6) dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, and other factors which may be identified in the land development regulations. Supportive community facilities and accessory land uses may be located within areas designated for single family low density residential uses. The low density designation is intended to protect the quality and character of existing and stable single family detached low density residential neighborhoods. When agricultural areas are annexed into the City and given the SF-LDR land use designation, agricultural uses may continue, subject to zoning

regulations described in the Land Development Code.	
Potential Zoning Districts	Agriculture and Conservation (AC)
	Residential Estate (RE)
	Single Family Residential (RA-1, RA-2, RA-3 and RA-4)

<i>Zoning District Standards District Summary</i>
Land Development Code Section 14-4-4(A), Agriculture and Conservation District (AC). Intent: 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. When new urban development is appropriate, 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.

<i>Comprehensive Plan Future Land Use & Zoning Comparisons</i>			
	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>	
Uses	IB City Land Use (Max. 0.5 FAR)	SF-LDR City Land Use (0-6 du/ac)	
	AI City Zoning	AC City Zoning	
	Residential	Residential	

<i>Public Facilities Analysis</i>	
Transportation	
Adjacent street	Patrick Street
Street Quality of Service (QOS)	Adjacent Street is a local City street.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least	N/A – Compliance

2 acres per 1,000 population?	
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 23-15
ORDINANCE NO. _____

**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.**

WHEREAS, the City of Kissimmee, Florida, has adopted Ordinance No. 3050 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended, and

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

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

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

SECTION 1. Amend the Land Use Plan as to the following area:

FROM: IB (Industrial Business) - City

TO: SF-LDR (Single Family Low Density Residential) - City

The subject property is located at: 2804-2814 Patrick St. Parcel ID: 29-25-29-4700-0001-0080 & 29-25-29-4700-0001-0083

Legal Description:

Parcel 1: PINEDALE PB A PG 26 N 480 FT OF LOT 8 & E 15 FT OF E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8

Parcel 2: PINEDALE PB A PG 26 S 150 FT OF LOT 8 & E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8 & LESS N 480 FT OF E 1/2 OF SAID ABUTTING VAC RD

A map of the area is included with this ordinance.

SECTION 2. That a copy of said Land Use Plan Amendment is filed in the office of the Development Services Department of the City of Kissimmee as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance

by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office, available for public inspection.

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

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

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **15th** day of **August**, 20 **23**.

Mayor - Commissioner

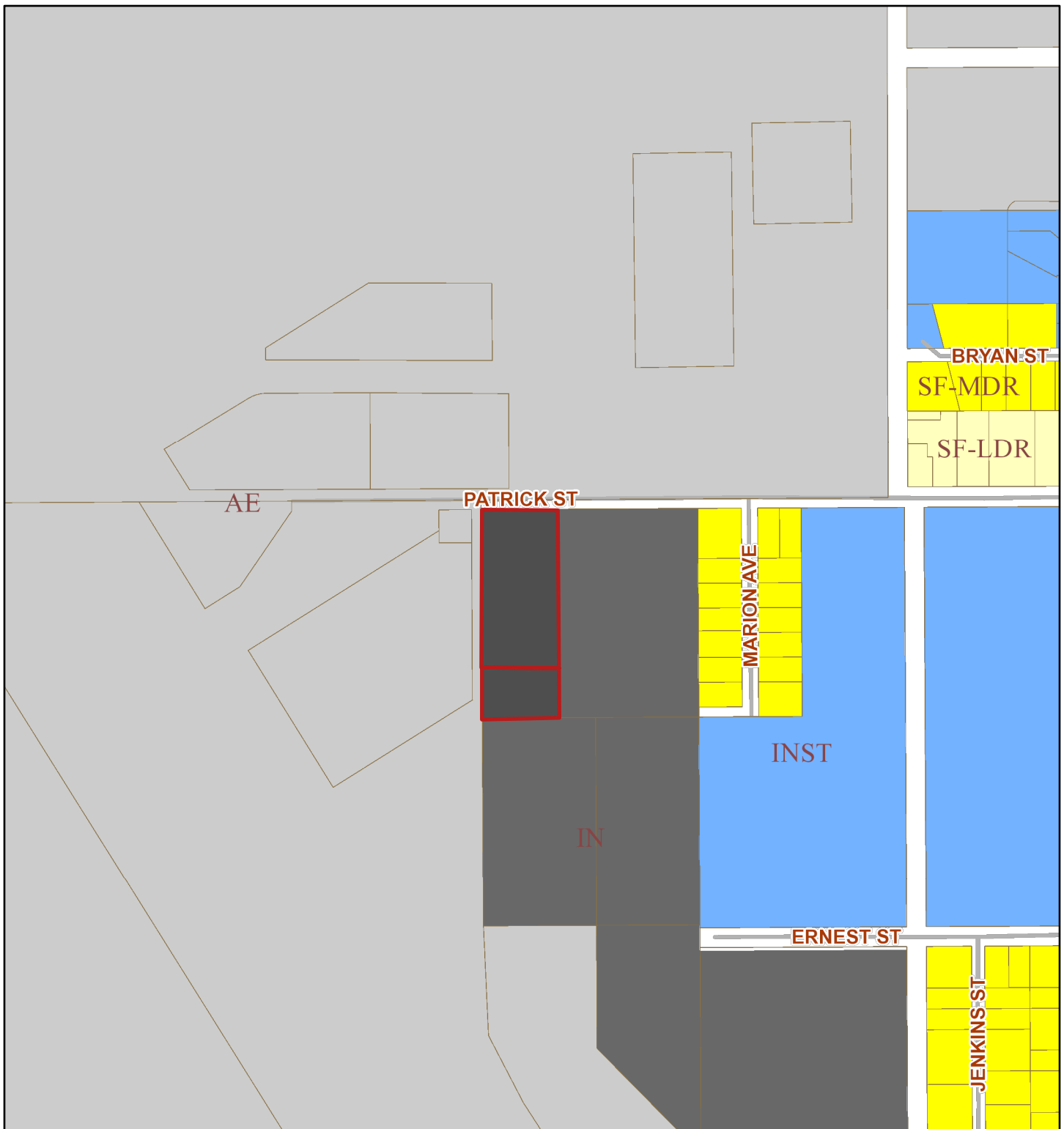
ATTEST:

City Clerk

Approved as to form and legality:

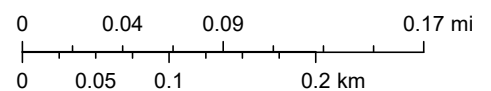
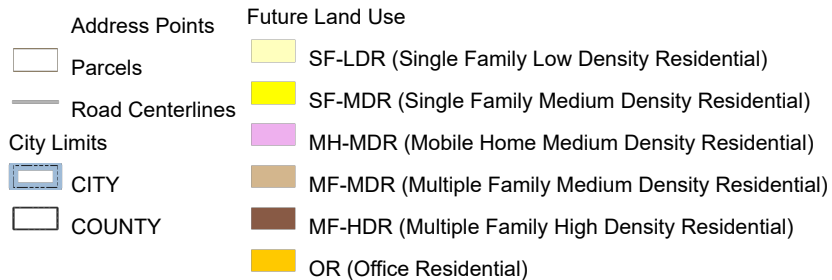
City Attorney

LUPA-23-0003
Carter Case
Future Land Use Amendment



June 29, 2023

1:5,846



**CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
NOTICE OF LAND USE CHANGE**

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the Second and Final Reading of the proposed ordinance on **Tuesday, August 15, 2023 at 6:00 p.m.** or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

PROPOSED ORDINANCE# 23-15: 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.

The purpose of this Public Hearing is to make a recommendation to the City Commission concerning the request to amend Ordinance No. 3050. The proposed Ordinance would amend the 2025 Future Land Use Map of the Kissimmee Comprehensive Plan by changing the land use classification for the area described below as follows:

FROM: IB (Industrial Business)- City

TO: SF-LDR (Single Family Low Density Residential)-City

The subject property is located at **2804-2814 Patrick St. Parcel ID: 29-25-29-4700-0001-0080 & 29-25-29-4700-0001-0083**

Legal Description:

Parcel 1: PINEDALE PB A PG 26 N 480 FT OF LOT 8 & E 15 FT OF E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8

Parcel 2: PINEDALE PB A PG 26 S 150 FT OF LOT 8 & E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8 & LESS N 480 FT OF E 1/2 OF SAID ABUTTING VAC RD

The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (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.

LUPA-23-0003
Carter Case
Future Land Use Amendment



Reference # LUPA-23-0003
Carter Case

CITY COMMISSION
KISSIMMEE, FLORIDA

In accordance with Florida Statutes 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the 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.

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)



MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD (REVISED)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, JULY 19, 2023 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Diana Marrero-Pinto, Board Member Alex Alemi

Staff Present: Deputy City Attorney Kalanit Oded, Planning Manager Brenda Ryan, Senior Planner Cristian Arias, Planning Technician Yolanda Hazley

Members Absent: Board Member Fatima Santiago, Board Member Melissa Thacker, Board Member Sylvette Santos

Chairman Bussiere called the meeting to order at 06:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE After a Moment of Silence, Chairman Bussiere led the audience in the Pledge of Allegiance.

3. MINUTES

3.A Approval of the June 7, 2023 Planning Advisory Board (PAB) Meeting Minutes.

Board Member Spalding made a motion to Approve . Board Member Alemi seconded the motion.

AYE: Board Member Bussiere, Board Member Marrero-Pinto

NAY: None

Motion to Approve Passed 4 - 0.

3.B Approval of the June 21, 2023 Planning Advisory Board (PAB) Meeting Minutes.

Board Member Marrero-Pinto made a motion to Approve . Board Member Spalding seconded the motion.

AYE: Board Member Bussiere, Board Member Alemi

NAY: None

Motion to Approve Passed 4 - 0.

4. OLD BUSINESS

5. NEW BUSINESS

5.A Public Hearing - Proposed Ordinance #23-15 - Amending the Future Land Use Map designation from Industrial Business (IB) to Single Family Low Density Residential (SF-LDR) : Carter Case - LUPA-23-0003

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.

Board Member Spalding made a motion to Approve . Board Member Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Alemi, Board Member Marrero-Pinto, Board Member Spalding

NAY: None

Motion to Approve Passed 4 - 0.

- 5.B Public Hearing - Proposed Ordinance #23-16 - Amending the Zoning Map designation from Airport Industrial (AI) to Agriculture and Conservation (AC) : Carter Case - ZMA-23-0004

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Board Member Spalding made a motion to Approve w/Conditions . Board Member Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Alemi, Board Member Marrero-Pinto, Board Member Spalding

NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

- 5.C Public Hearing - Conditional Use with Site Specific Redevelopment Plan request to develop an 8 unit multi-family project - June Street Apartments - CU-23-0004

Board Member Spalding made a motion to Approve w/Conditions . Board Member Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Alemi, Board Member Marrero-Pinto, Board Member Spalding

NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

6. **PUBLIC HEARINGS**
7. **DISCUSSION**
8. **HEAR CHAIRMAN AND BOARD MEMBERS**

9. ADJOURNMENT

There being no further business to come before the Planning Advisory Board, Chairman Bussiere adjourned the meeting at 06:24 PM.

Board Chairman

ATTEST:

Board Secretary



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGОВ & BLUEBEAM

ADDRESS: 2814 Patrick St.

DATE: 6/9/2023

PLAN NUMBER: LUPA-23-0003 Carter Case Land Use Amendment

**Review Status:
APPROVED WITH CONDITIONS.**

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

1. Subject to Planning Advisory Board recommendation and City Commission approval.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



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

SDOC#: 2022/23-0228

DRC#: LUPA-23-0003

Current FLU: Industrial Business

Requested FLU: LDR

PROJECT NAME: 2804 & 2814 Patrick St., Kissimmee

Current Zoning: Airport Industrial

Requested Zoning: AC

PROJECT LOCATION: 2804 & 2814 Patrick St., Kissimmee

COMMENTS DUE DATE: 6.20.23

ID#: 29-25-29-4700-0001- 0083;0080

This Land Use Plan Amendment has no impact on public school capacity.



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGОВ & BLUEBEAM

**ADDRESS: 2804 & 2814 Patrick Street
PLAN (DRC) NUMBER: LUPA-23-0003**

DATE: 5/25/2023

**Review Status:
APPROVED.**

**OSCEOLA COUNTY SCHOOL DISTRICT - Tamara Pelc - 407.518.2964 ext. 65411 -
Tamara.Pelc@osceolaschools.net**

Comments/Conditions (if applicable): This Land Use Plan Amendment has no impact on public school capacity.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



Katrina S. Scarborough, CFA, CCF, MCF
 Osceola County Property Appraiser
www.property-appraiser.org
 Osceola County Government Center
 2505 East Irio Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 29-25-29-4700-0001-0083



Owner Information

Owner Name CASE CATHY L
Mailing Address 1651 UNDERWOOD AVE
 SAINT CLOUD, FL 34771
Physical Address 2814 PATRICK ST, KISSIMMEE FL 34741
Description SINGLE FAMILY-IMPROVED
Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 05/11/2023, which are subject to change prior to certification

Land	\$24,200
AG Benefit	\$0
Extra Features	\$300
Buildings	\$248,000
Appraised(just)	\$272,500
Assessed(estimated)	\$257,180
Exemption(estimated)	\$0
Taxable(estimated)	\$257,180

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/05/2022

Land	\$24,200
AG Benefit	\$0
Extra Features	\$300
Buildings	\$209,300
Appraised(just)	\$233,800
Assessed*	\$233,800
Exemption	\$0
Taxable	\$233,800

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5975-1227	\$0	2021-05-22	DC
1	5871-2432	\$0	2021-01-15	QC
2	0983-0331	\$0	1990-07-20	QC

Land Information - Total Acreage: 0.81

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	0.81	0.00	AC	\$24,200

Extra Features

Extra Feature	Units	Year Built	Feature Value
FIREPLACE-PREFABRICATED FAIR	1	1978	\$292

Building Information**Building 1**

Description	SINGLE FAMILY	Bedrooms	4
Year Built	1978	Bathrooms	2
Value	\$248,000	Fixtures	
Actual Area	3034	Roof Cover	4 COMPOSITE SHINGLE
Heated Area	2351	Exterior Wall	(1.00) 8 CONCRETE BLOCK

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1978	2351
OPEN PORCH FINISHED	OPF	1978	63
OPEN PORCH FINISHED	OPF	1978	91
OPEN PORCH FINISHED	OPF	1978	207
CARPORT FINISHED	CPF	1978	322

Legal Description

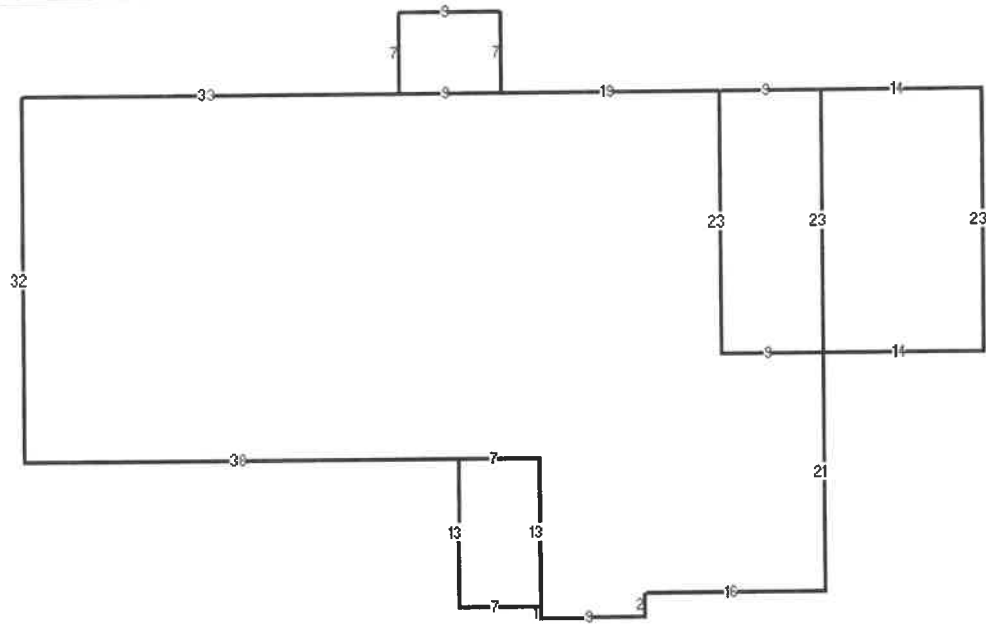
Legal Description	PINEDALE PB A PG 26 S 150 FT OF LOT 8 & E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8 & LESS N 480 FT OF E 1/2 OF SAID ABUTTING VAC RD
--------------------------	--

Building 1 Property Photo



29-25-29-4700-0001-0083 11/15/2007

Building 1 Sketch





Katrina S. Scarborough, CFA, CCF, MCF
 Osceola County Property Appraiser
 www.property-appraiser.org
 Osceola County Government Center
 2505 East Irla Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 29-25-29-4700-0001-0080



Owner Information

Owner Name CARTER WILLIAM R III
 CARTER TERRI LYNN
 CARTER TRUCK & TRACTOR CO INC

Mailing Address PO BOX 160
 MONROEVILLE, AL 36461

Physical Address 2804 PATRICK ST, KISSIMMEE FL 34741

Description MULTI-FAMILY-IMPROVED less than 10 units

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 05/11/2023, which are subject to change prior to certification

Land	\$175,000
AG Benefit	\$0
Extra Features	\$1,200
Buildings	\$231,100
Appraised(just)	\$407,300
Assessed(estimated)	\$292,699
Exemption(estimated)	\$0
Taxable(estimated)	\$292,699

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/05/2022

Land	\$140,000
AG Benefit	\$0
Extra Features	\$1,200
Buildings	\$175,900
Appraised(just)	\$317,100
Assessed*	\$266,090
Exemption	\$0
Taxable	\$266,090

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5721-0505	\$476,000	2020-05-08	WD
1	1573-2661	\$90,000	1999-01-25	WD
2	1573-2658	\$0	1999-01-19	CD
3	1557-2675	\$0	1998-11-17	QC
4	1496-2554	\$0	1998-05-12	QC
5	1098-2988	\$0	1992-12-03	QC
6	1091-1114	\$0	1992-10-15	QC
7	0983-0329	\$0	1990-07-20	QC
8	0493-0632	\$0	1980-07-01	QC
9	0350-0130	\$31,500	1977-01-01	WD

Land Information - Total Acreage: 2.59

Land Description	Units	Depth	Land Type	Land Value
INDUSTRIAL ACREAGE	2.59	0.00	AC	\$175,000

Extra Features

Extra Feature	Units	Year Built	Feature Value
FIREPLACE-MASONRY/BRICK MINIMAL	1	1988	\$590
FIREPLACE-MASONRY/BRICK MINIMAL	1	1988	\$590

Building Information**Building 1**

Description	DUPLEX	Bedrooms	4
Year Built	1988	Bathrooms	2
Value	\$157,700	Fixtures	
Actual Area	4080	Roof Cover	4 COMPOSITE SHINGLE
Heated Area	2400	Exterior Wall	(1.00) 23 VINYL SIDING

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1988	2400
CARPORT FINISHED	CPF	1988	840
CARPORT FINISHED	CPF	1988	840

Building 2

Description	SINGLE FAMILY	Bedrooms	2
Year Built	1939	Bathrooms	1
Value	\$73,400	Fixtures	
Actual Area	1200	Roof Cover	1 CORRUGATED METAL
Heated Area	940	Exterior Wall	(1.00) 5 SIDING AVERAGE

Building 2 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1939	940
ENCLOSED PORCH UNFINISHED	EPU	1939	140
ENCLOSED PORCH UNFINISHED	EPU	1939	120

Legal Description

Legal Description	PINEDALE PB A PG 26 N 480 FT OF LOT 8 & E 15 FT OF E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8
--------------------------	--

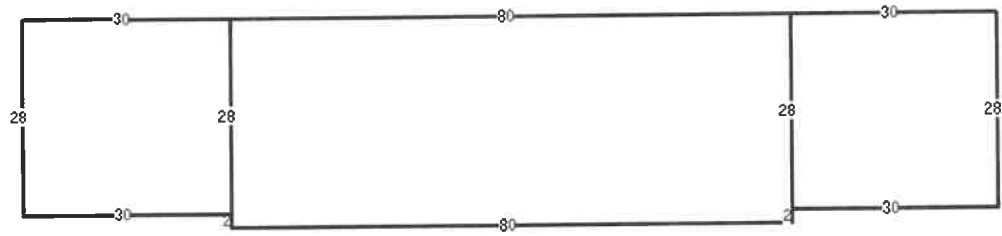
Building 1 Property Photo



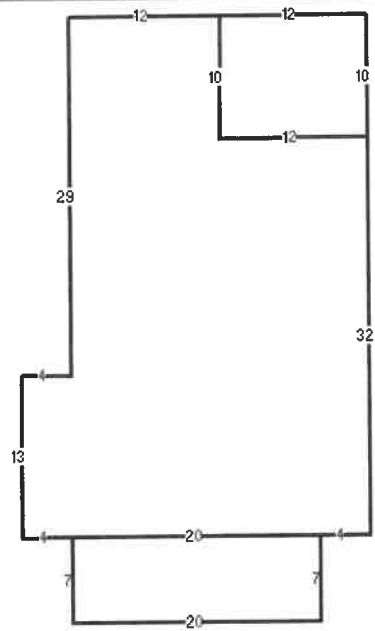
Building 2 Property Photo

Image Not Available

Building 1 Sketch



Building 2 Sketch



Craig Holland

From: Cathy Case <cathycase4@gmail.com>
Sent: Friday, April 28, 2023 10:27 AM
To: Craig Holland
Subject: Re: FW: Property located at 2804 Patrick

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Dear Craig,

Thank you for your quick response to this rezoning issue. Yes, I would like to authorize the City to change the zoning and land use of our property located at 2814 Patrick St, Kissimmee, FL. (Parcel #292529470000010083).

Thank you for your consideration in the matter.

Sincerely,

Cathy Case
(407) 552-7003

On Thu, Apr 27, 2023 at 11:15 AM Craig Holland <CRAIG.HOLLAND@kissimmee.gov> wrote:

Ms. Case

I will need an e-mail from you as the property owner stating you authorize the City to change the zoning and land use of your property. Please include the address. Thank you.

Craig Holland, AICP

Development Services Director

City of Kissimmee

101 Church Street, Suite 200A

Kissimmee, FL 34741

407.518.2148 desk

Craig.Holland@Kissimmee.gov

From: Terri Carter <terribcartermayor@gmail.com>

Sent: Monday, April 24, 2023 3:56 PM

To: Craig Holland <CRAIG.HOLLAND@kissimmee.gov>

Subject: Re: Property located at 2804 Patrick

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

My sisters email is Cathycase4@gmail.com

On Mon, Apr 17, 2023 at 2:52 PM Craig Holland <CRAIG.HOLLAND@kissimmee.gov> wrote:

Great. I will need an e-mail from your sister also.

Thank you.

Craig Holland, AICP
Development Services Director
City of Kissimmee

101 Church Street, Suite 200A

Kissimmee, FL 34741

407.518.2148 desk

Craig.Holland@Kissimmee.gov

From: Terri Carter <terribcartermayor@gmail.com>
Sent: Monday, April 17, 2023 7:34 AM
To: Craig Holland <CRAIG.HOLLAND@kissimmee.gov>
Subject: Re: Property located at 2804 Patrick

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Thank you for confirmation. We would like to proceed on both parcels (mine and my sisters-Cathy Case)

Terri Carter

On Fri, Apr 14, 2023 at 3:16 PM Craig Holland <CRAIG.HOLLAND@kissimmee.gov> wrote:

Mayor Carter,

My name is Craig Holland and I am the City of Kissimmee's Development Services Director.

After reading your e-mail and doing some research, rezoning the property to the City's Agricultural and Conservation (AC) zoning district and changing the Land Use to a match designation will not be an issue. The processes will be City initiated.

If you could respond to this e-mail stating you agree with this course of action, it would be helpful in getting the process started.

If you have any questions or concerns, please feel to reach me by e-mail or phone.

I am looking forward to your response and have a great weekend.

Craig Holland, AICP

Development Services Director

City of Kissimmee

101 Church Street, Suite 200A

Kissimmee, FL 34741

407.518.2148 desk

Craig.Holland@Kissimmee.gov

PUBLIC RECORDS NOTICE: All e-mail sent to and received from the City of Kissimmee, Florida, including e-mail addresses and content, are subject to the provisions of the Florida Public Records Law, Florida Statute Chapter 119, and may be subject to disclosure.

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PUBLIC RECORDS NOTICE: All e-mail sent to and received from the City of Kissimmee, Florida, including e-mail addresses and content, are subject to the provisions of the Florida Public Records Law, Florida Statute Chapter 119, and may be subject to disclosure.

PROPOSED ORDINANCE NO. 18-27
ORDINANCE NO. 2998

AN ORDINANCE AMENDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1. Amend the Land Use Plan for the properties as outlined in Exhibit A.

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

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

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

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

	AYES	NAYS
Commissioner Fisher	AYE	
Commissioner Gonzalez	ABSENT	
Commissioner Ortiz	AYE	
Commissioner Eady	AYE	
Mayor Alvarez	AYE	

ATTEST:

ATTEST:

Linda Stansel
City Clerk

Page 44 of 398

Exhibit A

Map Section	Enclave ID	Map ID	Parcel ID#	Location	Osceola County Land Use	Proposed City of Kissimmee Land Use
I	E1	1	33252900U000350000	S JOHN YOUNG PARKWAY	Industrial	CG
I	E1	2	282529389000560030	1755 S JOHN YOUNG PKWY	Industrial	CG
I	E1	3	282529389000560020	1751 S JOHN YOUNG PKWY	Industrial	IB
I	E10	1	292529470000010083	2814 PATRICK ST	LDR	IB
I	E10	2	292529470000010080	2804 PATRICK ST	LDR	IB
I	E11	1	292529468000010020	198 MARION AVE	LDR	SF-MDR
I	E11	2	292529468000010010	2550 PATRICK ST	LDR	SF-MDR
I	E11	3	292529468000010080	210 MARION AVE	LDR	SF-MDR
I	E11	4	292529468000010090	211 MARION AVE	LDR	SF-MDR
I	E11	5	292529468000010100	209 MARION AVE	LDR	SF-MDR
I	E11	6	292529468000010070	208 MARION AVE	LDR	SF-MDR
I	E11	7	292529468000010060	206 MARION AVE	LDR	SF-MDR
I	E11	8	292529468000010110	207 MARION AVE	LDR	SF-MDR
I	E11	9	292529468000010120	205 MARION AVE	LDR	SF-MDR
I	E11	10	292529468000010050	204 MARION AVE	LDR	SF-MDR
I	E11	11	292529468000010130	203 MARION AVE	LDR	SF-MDR
I	E11	12	292529468000010040	202 MARION AVE	LDR	SF-MDR
I	E11	13	292529468000010140	201 MARION AVE	LDR	SF-MDR
I	E11	14	292529468000010030	200 MARION AVE	LDR	SF-MDR
I	E11	15	292529468000010150	199 MARION AVE	LDR	SF-MDR
I	E12	1	202529547000310064	2335 PATRICK ST	LDR	SF-LDR
I	E12	2	202529547000310069	0 PATRICK ST	LDR	SF-LDR
I	E12	3	202529547000310068	2333 PATRICK ST	LDR	SF-LDR
I	E13	1	202529547000310060	2225 PATRICK ST	LDR	SF-LDR
I	E14	1	202529250000010140	2204 BRYAN ST	LDR	SF-MDR
I	E15	1	202529250000010050	2301 BRYAN ST	LDR	SF-MDR
I	E16	1	202529337000010015	15 N ALASKA AVE	LDR	SF-LDR
I	E16	2	202529337000010040	2151 EMMETT ST	LDR	SF-LDR
I	E16	3	202529337000010030	2161 EMMETT ST	LDR	SF-LDR
I	E16	4	202529337000010010	19 N ALASKA AVE	LDR	SF-LDR
I	E17	1	202529337000010120	2003 EMMETT ST	LDR	SF-LDR
I	E17	2	202529337000010100	2009 EMMETT ST	LDR	SF-LDR
I	E17	3	202529337000010080	2017 EMMETT ST	LDR	SF-LDR
I	E17	4	202529337000010070	2125 EMMETT ST	LDR	SF-LDR
I	E2	1	282529389000450013	1550 REE LN	CG	CG
I	E2	2	282529389000450010	MOHAWK DR	LDR	IB

ITEM 4.B

Public Hearing - Second and Final Reading -Proposed Ordinance #23-16 - Amending the Zoning Map designation from Airport Industrial (AI) to Agriculture and Conservation (AC): Carter Case - ZMA-23-0004

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Approval of a Zoning Map Amendment to change the Zoning Map designation from Airport Industrial (AI) to Agriculture and Conservation (AC) on approximately 3.4 acres of land.

Explanation

The parcels were annexed, along with 264 other properties, as part of a Small Enclaves Interlocal Agreement (ILA) between the City of Kissimmee and Osceola County (DRC-19-00017). The ILA was intended to annex enclave properties and their associated roadways that could potentially create problems with planning, growth management, and local services. Enclaves, per Florida Statutes Chapter 171, are those areas that are encompassed by a City and where municipal services, such as water, sewer, drainage, police, and fire protection are already provided to surrounding properties. This agreement was approved and adopted by the Osceola County Board of County Commissioners on February 18, 2019.

The Future Land Use designations of properties within the agreement were determined and established in accordance with Comprehensive Plan Policy 1.1.10.5 -- Osceola County and City of Kissimmee Land Use Conversions (DRC-19-00018), however, there were some inconsistencies and errors with the prior County Future Land Use and Zoning designations. The County Zoning designation was Medium Density Residential (RM-2) which is not compatible with the current City Airport Industrial (AI) Zoning designation (DRC-19-00019). The properties contain residential homes with a small residential subdivision less than a quarter mile to the east. The proposed Agriculture and Conservation (AC) Zoning designation is more appropriate and compatible and can be considered a holding zone with a Single Family Low Density Residential (SF-LDR) Future Land Use designation which will permit appropriate rural development until such time new urban development is appropriate.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.2, Single Family Low Density Residential (SF-LDR), that is intended to protect the quality and character of existing and stable single family detached low density residential neighborhoods. Areas delineated on the Future Land Use Map for single family low density residential uses shall accommodate single family detached dwelling units with a maximum density of up to six (6) dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, and other factors which may be identified in the land development regulations.
2. Compliance with Land Development Code Section 14-3-27, Zoning Map and Land Development Code Amendments, in regards to the submittal and review procedures and criteria to support an amendment.

City of Kissimmee

3. Compliance with Land Development Code Section 14-4-4(A), Agriculture and Conservation District (AC) Zoning District, that is compatible with the Single Family Low Density Residential (SF-LDR) Future Land Use designation that can be considered a holding zone which will permit appropriate rural development until such time new urban development is appropriate.

Recommendation

The Development Review Committee (DRC) recommended approval on June 20, 2023.

The Planning Advisory Board (PAB) recommended approval by a vote of 4-0 on July 19, 2023.

CONDITION:

1. Subject to the approval of the associated Carter Case Land Use Amendment (LUPA-23-0003).

REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions

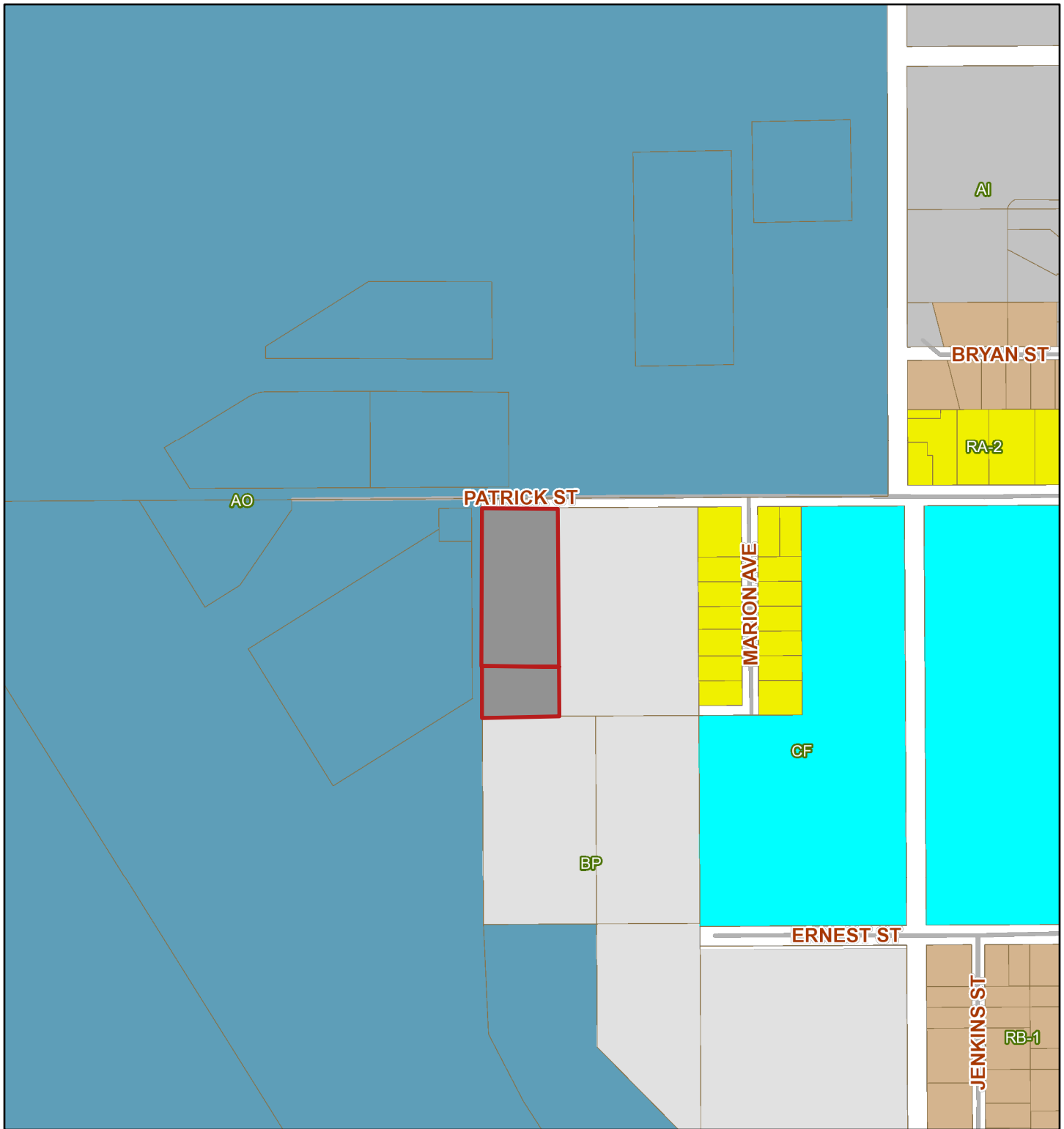
Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

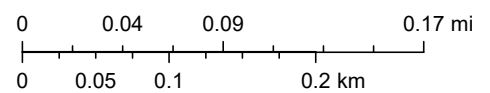
1. ZMA-23-0004 Vicinity Map
2. ZMA-23-0004 Aerial Map
3. ZMA-23-0004 Site Data Tables
4. (S)ZMA-23-0004 Proposed Ord 23-16
5. ZMA-23-0004 City Commission Ad
6. ZMA-23-0004 July 19, 2023 PAB Actions
7. ZMA-23-0004 DRC Comments
8. ZMA-23-0004 DRC Support Documents

ZMA-23-0004
Carter Case
Zoning Map Amendment



June 29, 2023

1:5,846



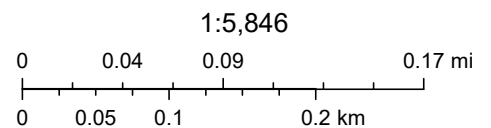
ZMA-23-0004
Carter Case
Zoning Map Amendment



June 29, 2023

- Address Points
- Parcels
- Road Centerlines
- City Limits
- CITY
- COUNTY

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 1.2m Resolution Metadata



State of Florida, Maxar

Carter Case Zoning Map Amendment, ZMA-23-0004
Parcel ID#29-25-29-4700-0001-0080 & 29-25-29-4700-0001-0083
2804, 2810, 2812, & 2814 Patrick St.
South of Patrick St., east of Kissimmee Gateway Airport, west of N. Thacker Ave.,
North of Ernest St.
Site Data Tables

Site Data		
Size	3.40 acres	
Future Land Use Designation	Industrial Business (IN)	
Proposed Future Land Use Designation	Single Family Low Density Residential (SF-LDR)	
Zoning District Designation	Airport Industrial (AI)	
Proposed Zoning District Designation	Agricultural and Conservative (AC)	
Existing Overlay District	Multimodal Transportation District (MMTD)	
Existing Use(s)	Residential Home	
Proposed Use(s)	Residential	
Adjacent Land Use		
North	Airport Expansion (AE)	
South	Industrial Business (IN)	
East	Industrial Business (IN)	
West	Airport Expansion (AE)	
Adjacent Zoning		
North	Airport Operations (AO)	
South	Business Park (BP)	
East	Business Park (BP)	
West	Airport Operations (AO)	
Past/Current Project Tracking	DRC-19-00017 Annexation DRC-19-00018 Land Use DRC-19-00019 Rezoning	Small Enclaves Interlocal Agreement (ILA)
	LUPA-23-0003 Land Use Plan Amendment ZMA-23-0004 Zoning Map Amendment (Both pending)	

Comprehensive Plan Summary
Policy 1.2.1.2, Single Family Low Density Residential (SF-LDR): Areas delineated on the Future Land Use Map for single family low density residential uses shall accommodate single family detached dwelling units with a maximum density of up to six (6) dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, and other factors which may be identified in the land development regulations. Supportive community facilities and accessory land uses may be located within areas designated for single family low density residential uses. The low density designation is intended to protect the quality and character of existing and stable single family detached low density residential neighborhoods. When agricultural areas are annexed into the City and given the SF-LDR land use designation, agricultural uses may continue, subject to zoning

regulations described in the Land Development Code.	
Potential Zoning Districts	Agriculture and Conservation (AC)
	Residential Estate (RE)
	Single Family Residential (RA-1, RA-2, RA-3 and RA-4)

<i>Zoning District Standards District Summary</i>
Land Development Code Section 14-4-4(A), Agriculture and Conservation District (AC). Intent: 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. When new urban development is appropriate, 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.

<i>Comprehensive Plan Future Land Use & Zoning Comparisons</i>			
	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>	
Uses	IB City Land Use (Max. 0.5 FAR)	SF-LDR City Land Use (0-6 du/ac)	
	AI City Zoning	AC City Zoning	
	Residential	Residential	

<i>Public Facilities Analysis</i>	
Transportation	
Adjacent street	Patrick Street
Street Quality of Service (QOS)	Adjacent Street is a local City street.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least	N/A – Compliance

2 acres per 1,000 population?	
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 23-16
ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 3068
KNOWN AS THE CITY OF KISSIMMEE LAND
DEVELOPMENT CODE, REZONING THE PROPERTY
HEREINAFTER DESCRIBED, REPEALING ALL
ORDINANCES IN CONFLICT HERewith AND PROVIDING
AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. Ordinance No. 3068, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described property to-wit:

FROM: AI (Airport Industrial) – City

TO: AC (Agriculture and Conservation) – City

The subject property is located at: 2804-2814 Patrick St. Parcel ID: 29-25-29-4700-0001-0080 & 29-25-29-4700-0001-0083

Legal Description:

Parcel 1: PINEDALE PB A PG 26 N 480 FT OF LOT 8 & E 15 FT OF E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8

Parcel 2: PINEDALE PB A PG 26 S 150 FT OF LOT 8 & E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8 & LESS N 480 FT OF E 1/2 OF SAID ABUTTING VAC RD

A map of the area is included with this ordinance.

SECTION 2. Upon the effective date of this ordinance, the City Manager shall promptly cause the rezoning as provided in Section 1 herein to be entered onto the official zoning map of the City of Kissimmee.

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3068 as heretofore amended shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect 10 days after its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **15th** day of **August**, **2023**.

Mayor - Commissioner

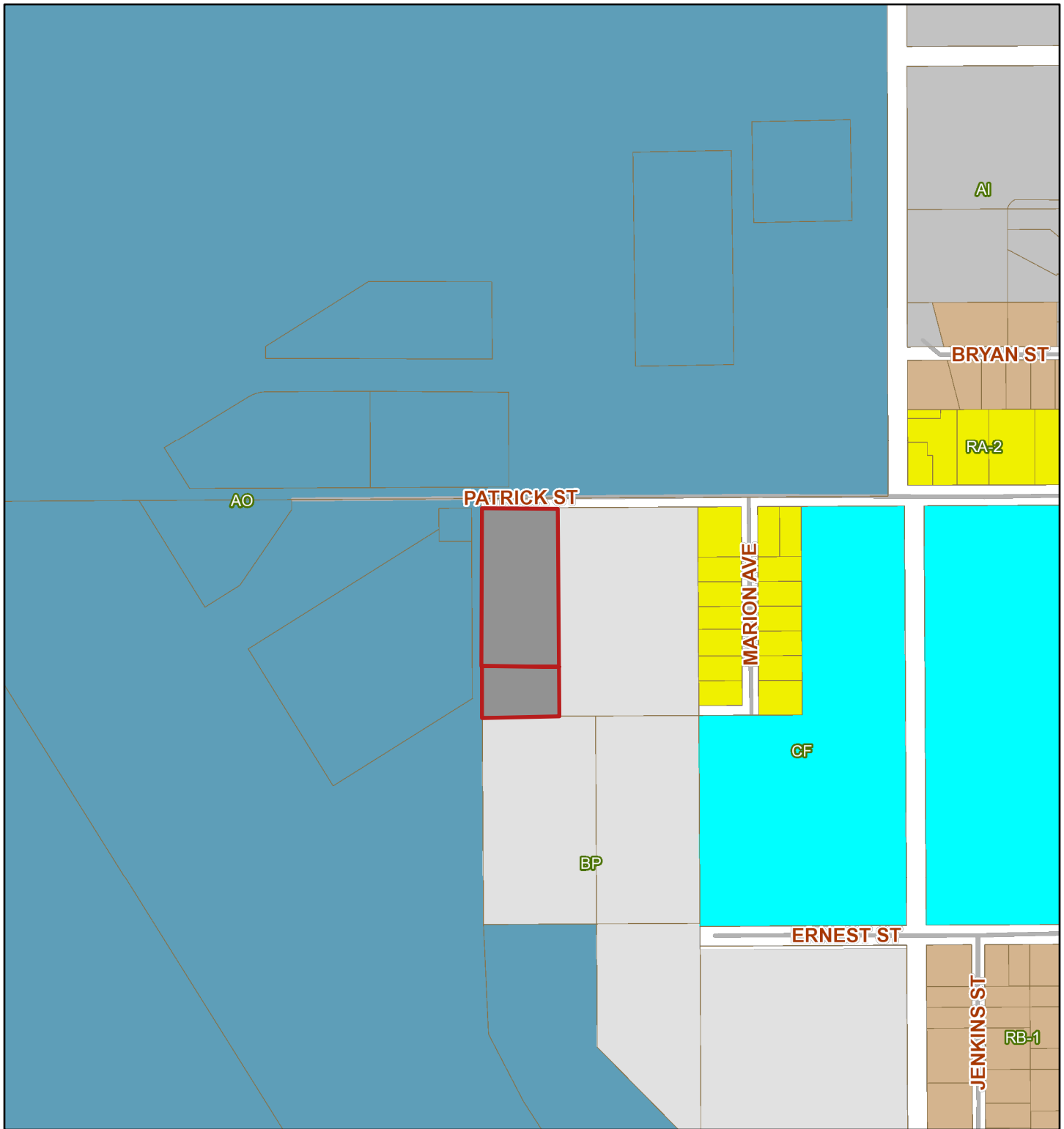
ATTEST:

City Clerk

Approved as to form and legality:

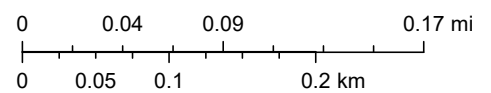
City Attorney

ZMA-23-0004
Carter Case
Zoning Map Amendment



June 29, 2023

1:5,846



NOTICE OF PUBLIC HEARING CITY COMMISSION

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3068 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **AI (Airport Industrial) - City**

TO: **AC (Agriculture and Conservation) - City**

The subject property is located at **2804-2814 Patrick St. Parcel ID: 29-25-29-4700-0001-0080 & 29-25-29-4700-0001-0083**

Legal Description:

Parcel 1: PINEDALE PB A PG 26 N 480 FT OF LOT 8 & E 15 FT OF E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8

Parcel 2: PINEDALE PB A PG 26 S 150 FT OF LOT 8 & E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8 & LESS N 480 FT OF E 1/2 OF SAID ABUTTING VAC RD

PROPOSED ORDINANCE #23-16: AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

The City Commission will hold a Public Hearing on **Tuesday, August 15, 2023** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

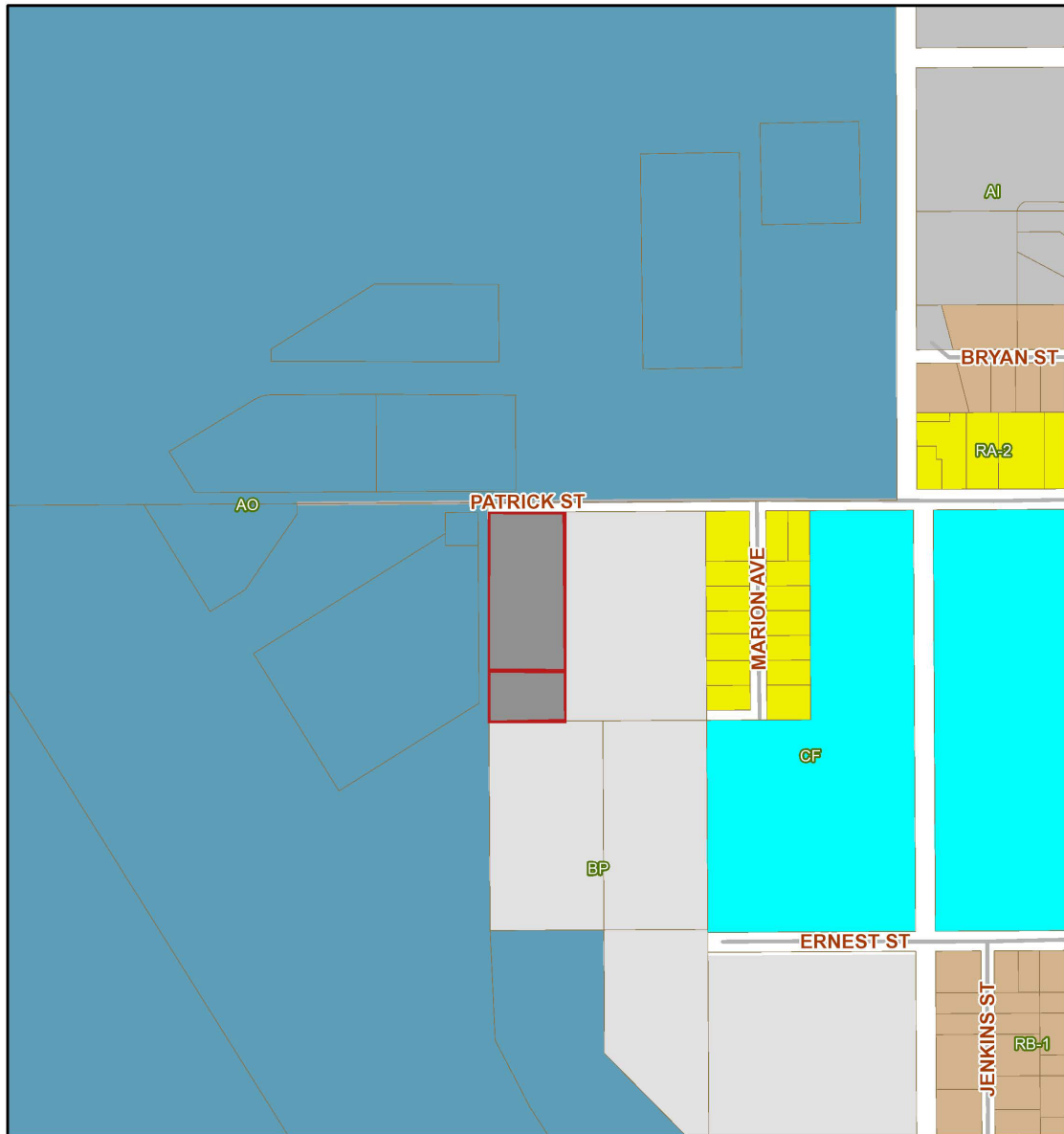
A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, August 15, 2023**. Any questions may be 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.

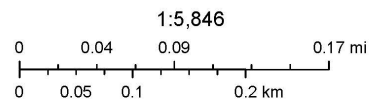
Reference # ZMA-23-0004
Carter Case

CITY COMMISSION
KISSIMMEE, FLORIDA

ZMA-23-0004
Carter Case
Zoning Map Amendment



June 29, 2023



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



MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD (REVISED)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, JULY 19, 2023 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Diana Marrero-Pinto, Board Member Alex Alemi

Staff Present: Deputy City Attorney Kalanit Oded, Planning Manager Brenda Ryan, Senior Planner Cristian Arias, Planning Technician Yolanda Hazley

Members Absent: Board Member Fatima Santiago, Board Member Melissa Thacker, Board Member Sylvette Santos

Chairman Bussiere called the meeting to order at 06:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE After a Moment of Silence, Chairman Bussiere led the audience in the Pledge of Allegiance.

3. MINUTES

3.A Approval of the June 7, 2023 Planning Advisory Board (PAB) Meeting Minutes.

Board Member Spalding made a motion to Approve . Board Member Alemi seconded the motion.

AYE: Board Member Bussiere, Board Member Marrero-Pinto

NAY: None

Motion to Approve Passed 4 - 0.

3.B Approval of the June 21, 2023 Planning Advisory Board (PAB) Meeting Minutes.

Board Member Marrero-Pinto made a motion to Approve . Board Member Spalding seconded the motion.

AYE: Board Member Bussiere, Board Member Alemi

NAY: None

Motion to Approve Passed 4 - 0.

4. OLD BUSINESS

5. NEW BUSINESS

5.A Public Hearing - Proposed Ordinance #23-15 - Amending the Future Land Use Map designation from Industrial Business (IB) to Single Family Low Density Residential (SF-LDR) : Carter Case - LUPA-23-0003

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.

Board Member Spalding made a motion to Approve . Board Member Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Alemi, Board Member Marrero-Pinto, Board Member Spalding

NAY: None

Motion to Approve Passed 4 - 0.

- 5.B Public Hearing - Proposed Ordinance #23-16 - Amending the Zoning Map designation from Airport Industrial (AI) to Agriculture and Conservation (AC) : Carter Case - ZMA-23-0004

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Board Member Spalding made a motion to Approve w/Conditions . Board Member Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Alemi, Board Member Marrero-Pinto, Board Member Spalding

NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

- 5.C Public Hearing - Conditional Use with Site Specific Redevelopment Plan request to develop an 8 unit multi-family project - June Street Apartments - CU-23-0004

Board Member Spalding made a motion to Approve w/Conditions . Board Member Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Alemi, Board Member Marrero-Pinto, Board Member Spalding

NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

6. **PUBLIC HEARINGS**
7. **DISCUSSION**
8. **HEAR CHAIRMAN AND BOARD MEMBERS**

9. ADJOURNMENT

There being no further business to come before the Planning Advisory Board, Chairman Bussiere adjourned the meeting at 06:24 PM.

Board Chairman

ATTEST:

Board Secretary



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGОВ & BLUEBEAM

ADDRESS: 2814 Patrick St.

DATE: 6/9/2023

PLAN NUMBER: ZMA-23-0004 Carter Case Zoning Map Amendment

**Review Status:
APPROVED WITH CONDITIONS.**

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

1. Subject to Planning Advisory Board recommendation and City Commission approval.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGОВ & BLUEBEAM

**ADDRESS: 2804 & 2814 Patrick St.
PLAN (DRC) NUMBER: ZMA-23-0004**

DATE: 6/20/2023

**Review Status:
CHOOSE REVIEW STATUS.**

**OSCEOLA COUNTY SCHOOL DISTRICT - Tamara Pelc - 407.518.2964 ext. 65411 -
Tamara.Pelc@osceolaschools.net**

Comments/Conditions (if applicable): This zoning map amendment has no impact on public school capacity.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



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

SDOC#: 2022/23-0228

DRC#: ZMA-23-0004

Current FLU: Industrial Business
Requested FLU: N/A

PROJECT NAME: 2804 & 2814 Patrick St., Kissimmee

PROJECT LOCATION: : 2804 & 2814 Patrick St., Kissimmee

Current Zoning: Airport Industrial
Requested Zoning: AC

COMMENTS DUE DATE: 6.20.23

PID#: 29-25-29-4700-0001-0083;0080

This zoning map amendment has no impact on public school capacity.



Katrina S. Scarborough, CFA, CCF, MCF
 Osceola County Property Appraiser
 www.property-appraiser.org
 Osceola County Government Center
 2505 East Irio Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 29-25-29-4700-0001-0083



Owner Information

Owner Name CASE CATHY L
Mailing Address 1651 UNDERWOOD AVE
 SAINT CLOUD, FL 34771
Physical Address 2814 PATRICK ST, KISSIMMEE FL 34741
Description SINGLE FAMILY-IMPROVED
Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 05/11/2023, which are subject to change prior to certification

Land	\$24,200
AG Benefit	\$0
Extra Features	\$300
Buildings	\$248,000
Appraised(just)	\$272,500
Assessed(estimated)	\$257,180
Exemption(estimated)	\$0
Taxable(estimated)	\$257,180

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/05/2022

Land	\$24,200
AG Benefit	\$0
Extra Features	\$300
Buildings	\$209,300
Appraised(just)	\$233,800
Assessed*	\$233,800
Exemption	\$0
Taxable	\$233,800

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5975-1227	\$0	2021-05-22	DC
1	5871-2432	\$0	2021-01-15	QC
2	0983-0331	\$0	1990-07-20	QC

Land Information - Total Acreage: 0.81

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	0.81	0.00	AC	\$24,200

Extra Features

Extra Feature	Units	Year Built	Feature Value
FIREPLACE-PREFABRICATED FAIR	1	1978	\$292

Building Information**Building 1**

Description	SINGLE FAMILY	Bedrooms	4
Year Built	1978	Bathrooms	2
Value	\$248,000	Fixtures	
Actual Area	3034	Roof Cover	4 COMPOSITE SHINGLE
Heated Area	2351	Exterior Wall	(1.00) 8 CONCRETE BLOCK

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1978	2351
OPEN PORCH FINISHED	OPF	1978	63
OPEN PORCH FINISHED	OPF	1978	91
OPEN PORCH FINISHED	OPF	1978	207
CARPORT FINISHED	CPF	1978	322

Legal Description

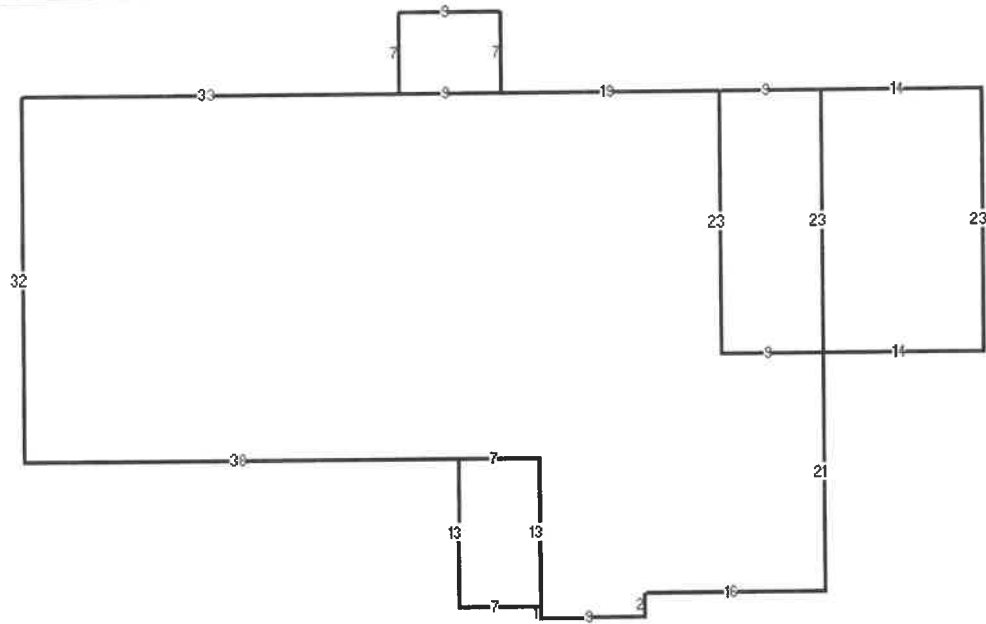
Legal Description	PINEDALE PB A PG 26 S 150 FT OF LOT 8 & E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8 & LESS N 480 FT OF E 1/2 OF SAID ABUTTING VAC RD
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Building 1 Property Photo



29-25-29-4700-0001-0083 11/15/2007

Building 1 Sketch





Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
 www.property-appraiser.org
 Osceola County Government Center
 2505 East Irla Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 29-25-29-4700-0001-0080



Owner Information

Owner Name CARTER WILLIAM R III
 CARTER TERRI LYNN
 CARTER TRUCK & TRACTOR CO INC

Mailing Address PO BOX 160
 MONROEVILLE, AL 36461

Physical Address 2804 PATRICK ST, KISSIMMEE FL 34741

Description MULTI-FAMILY-IMPROVED less than 10 units

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 05/11/2023, which are subject to change prior to certification

Land	\$175,000
AG Benefit	\$0
Extra Features	\$1,200
Buildings	\$231,100
Appraised(just)	\$407,300
Assessed(estimated)	\$292,699
Exemption(estimated)	\$0
Taxable(estimated)	\$292,699

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/05/2022

Land	\$140,000
AG Benefit	\$0
Extra Features	\$1,200
Buildings	\$175,900
Appraised(just)	\$317,100
Assessed*	\$266,090
Exemption	\$0
Taxable	\$266,090

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5721-0505	\$476,000	2020-05-08	WD
1	1573-2661	\$90,000	1999-01-25	WD
2	1573-2658	\$0	1999-01-19	CD
3	1557-2675	\$0	1998-11-17	QC
4	1496-2554	\$0	1998-05-12	QC
5	1098-2988	\$0	1992-12-03	QC
6	1091-1114	\$0	1992-10-15	QC
7	0983-0329	\$0	1990-07-20	QC
8	0493-0632	\$0	1980-07-01	QC
9	0350-0130	\$31,500	1977-01-01	WD

Land Information - Total Acreage: 2.59

Land Description	Units	Depth	Land Type	Land Value
INDUSTRIAL ACREAGE	2.59	0.00	AC	\$175,000

Extra Features

Extra Feature	Units	Year Built	Feature Value
FIREPLACE-MASONRY/BRICK MINIMAL	1	1988	\$590
FIREPLACE-MASONRY/BRICK MINIMAL	1	1988	\$590

Building Information**Building 1**

Description	DUPLEX	Bedrooms	4
Year Built	1988	Bathrooms	2
Value	\$157,700	Fixtures	
Actual Area	4080	Roof Cover	4 COMPOSITE SHINGLE
Heated Area	2400	Exterior Wall	(1.00) 23 VINYL SIDING

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1988	2400
CARPORT FINISHED	CPF	1988	840
CARPORT FINISHED	CPF	1988	840

Building 2

Description	SINGLE FAMILY	Bedrooms	2
Year Built	1939	Bathrooms	1
Value	\$73,400	Fixtures	
Actual Area	1200	Roof Cover	1 CORRUGATED METAL
Heated Area	940	Exterior Wall	(1.00) 5 SIDING AVERAGE

Building 2 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1939	940
ENCLOSED PORCH UNFINISHED	EPU	1939	140
ENCLOSED PORCH UNFINISHED	EPU	1939	120

Legal Description

Legal Description	PINEDALE PB A PG 26 N 480 FT OF LOT 8 & E 15 FT OF E 1/2 OF ABUTTING VAC RD LESS E 110.55 FT LOT 8
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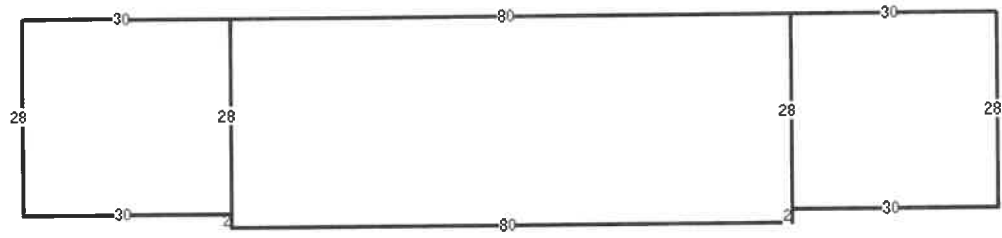
Building 1 Property Photo



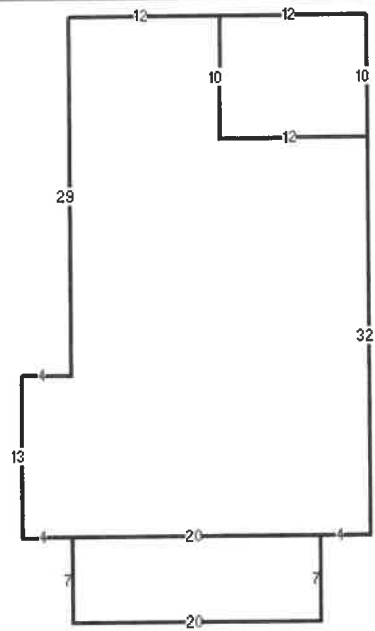
Building 2 Property Photo

Image Not Available

Building 1 Sketch



Building 2 Sketch



Craig Holland

From: Cathy Case <cathycase4@gmail.com>
Sent: Friday, April 28, 2023 10:27 AM
To: Craig Holland
Subject: Re: FW: Property located at 2804 Patrick

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Dear Craig,

Thank you for your quick response to this rezoning issue. Yes, I would like to authorize the City to change the zoning and land use of our property located at 2814 Patrick St, Kissimmee, FL. (Parcel #292529470000010083).

Thank you for your consideration in the matter.

Sincerely,

Cathy Case
(407) 552-7003

On Thu, Apr 27, 2023 at 11:15 AM Craig Holland <CRAIG.HOLLAND@kissimmee.gov> wrote:

Ms. Case

I will need an e-mail from you as the property owner stating you authorize the City to change the zoning and land use of your property. Please include the address. Thank you.

Craig Holland, AICP

Development Services Director

City of Kissimmee

101 Church Street, Suite 200A

Kissimmee, FL 34741

407.518.2148 desk

Craig.Holland@Kissimmee.gov

From: Terri Carter <terribcartermayor@gmail.com>

Sent: Monday, April 24, 2023 3:56 PM

To: Craig Holland <CRAIG.HOLLAND@kissimmee.gov>

Subject: Re: Property located at 2804 Patrick

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

My sisters email is Cathycase4@gmail.com

On Mon, Apr 17, 2023 at 2:52 PM Craig Holland <CRAIG.HOLLAND@kissimmee.gov> wrote:

Great. I will need an e-mail from your sister also.

Thank you.

Craig Holland, AICP
Development Services Director
City of Kissimmee

101 Church Street, Suite 200A

Kissimmee, FL 34741

407.518.2148 desk

Craig.Holland@Kissimmee.gov

From: Terri Carter <terribcartermayor@gmail.com>
Sent: Monday, April 17, 2023 7:34 AM
To: Craig Holland <CRAIG.HOLLAND@kissimmee.gov>
Subject: Re: Property located at 2804 Patrick

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Thank you for confirmation. We would like to proceed on both parcels (mine and my sisters-Cathy Case)

Terri Carter

On Fri, Apr 14, 2023 at 3:16 PM Craig Holland <CRAIG.HOLLAND@kissimmee.gov> wrote:

Mayor Carter,

My name is Craig Holland and I am the City of Kissimmee's Development Services Director.

After reading your e-mail and doing some research, rezoning the property to the City's Agricultural and Conservation (AC) zoning district and changing the Land Use to a match designation will not be an issue. The processes will be City initiated.

If you could respond to this e-mail stating you agree with this course of action, it would be helpful in getting the process started.

If you have any questions or concerns, please feel to reach me by e-mail or phone.

I am looking forward to your response and have a great weekend.

Craig Holland, AICP

Development Services Director

City of Kissimmee

101 Church Street, Suite 200A

Kissimmee, FL 34741

407.518.2148 desk

Craig.Holland@Kissimmee.gov

PUBLIC RECORDS NOTICE: All e-mail sent to and received from the City of Kissimmee, Florida, including e-mail addresses and content, are subject to the provisions of the Florida Public Records Law, Florida Statute Chapter 119, and may be subject to disclosure.

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PROPOSED ORDINANCE NO. 18-28
ORDINANCE NO. 2999

**AN ORDINANCE AMENDING ORDINANCE NO. 2038 KNOWN AS
THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE,
REZONING THE PROPERTY HEREINAFTER DESCRIBED,
REPEALING ALL ORDINANCES IN CONFLICT HERewith AND
PROVIDING AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 2038 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. Ordinance No. 2038, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following properties as outlined in Exhibit A.

SECTION 2. Upon the effective date of this ordinance, the City Manager shall promptly cause the rezoning as provided in Section 1 herein to be entered onto the official zoning map of the City of Kissimmee.

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 2038 as heretofore amended shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect 10 days after its passage.

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

AYES:

NAYS:

Commissioner Gonzalez	ABSENT
Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Fisher	AYE
Mayor Alvarez	AYE

Said motion having been duly carried, thereupon, Mayor Jose Alvarez declared said Ordinance duly passed and adopted the 5th day of February, 2019.



ATTEST:

Rinda Hansell

City Clerk



Mayor - Commissioner

Exhibit A

Map Section	Enclave ID	Map ID	Parcel ID #	Location	Osceola County Zoning	Proposed City of Kissimmee Zoning
I	E1	1	33252900U000350000		IR	B-3
I	E1	2	282529389000560030	1755 S JOHN YOUNG PKWY	IR	B-3
I	E1	3	282529389000560020	1751 S JOHN YOUNG PKWY	IR	IB
I	E10	1	292529470000010083	2814 PATRICK ST	RM-2	AI
I	E10	2	292529470000010080	2804 PATRICK ST	RM-2	AI
I	E11	1	292529468000010020	198 MARION AVE	RS-2	RA-2
I	E11	2	292529468000010010	2550 PATRICK ST	RS-2	RA-2
I	E11	3	292529468000010080	210 MARION AVE	RS-2	RA-2
I	E11	4	292529468000010090	211 MARION AVE	RS-2	RA-2
I	E11	5	292529468000010100	209 MARION AVE	RS-2	RA-2
I	E11	6	292529468000010070	208 MARION AVE	RS-2	RA-2
I	E11	7	292529468000010060	206 MARION AVE	RS-2	RA-2
I	E11	8	292529468000010110	207 MARION AVE	RS-2	RA-2
I	E11	9	292529468000010120	205 MARION AVE	RS-2	RA-2
I	E11	10	292529468000010050	204 MARION AVE	RS-2	RA-2
I	E11	11	292529468000010130	203 MARION AVE	RS-2	RA-2
I	E11	12	292529468000010040	202 MARION AVE	RS-2	RA-2
I	E11	13	292529468000010140	201 MARION AVE	RS-2	RA-2
I	E11	14	292529468000010030	200 MARION AVE	RS-2	RA-2
I	E11	15	292529468000010150	199 MARION AVE	RS-2	RA-2
I	E12	1	202529547000310064	2335 PATRICK ST	RS-2	RA-2
I	E12	2	202529547000310069	0 PATRICK ST	RS-2	RA-2
I	E12	3	202529547000310068	2333 PATRICK ST	RS-2	RA-2
I	E13	1	202529547000310060	2225 PATRICK ST	RS-2	RA-2
I	E14	1	202529250000010140	2204 BRYAN ST	RS-2	RB-1
I	E15	1	202529250000010050	2301 BRYAN ST	RS-2	RB-1
I	E16	1	202529337000010015	15 N ALASKA AVE	RS-3	RA-2
I	E16	2	202529337000010040	2151 EMMETT ST	RS-2	RA-2
I	E16	3	202529337000010030	2161 EMMETT ST	RS-2	RA-2
I	E16	4	202529337000010010	19 N ALASKA AVE	RS-3	RA-2
I	E17	1	202529337000010120	2003 EMMETT ST	RS-2	RA-2
I	E17	2	202529337000010100	2009 EMMETT ST	RS-2	RA-2
I	E17	3	202529337000010080	2017 EMMETT ST	RS-2	RA-2
I	E17	4	202529337000010070	2125 EMMETT ST	RS-2	RA-2
I	E2	1	282529389000450013	1550 REE LN	CG	B-3
I	E2	2	282529389000450010	CLAY ST	CG	IB

ITEM 4.C

Public Hearing - First Reading - Proposed Ordinance #23-17 - Establishment of a Police and Fire Impact Fee

AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPTING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Staff requests the approval of the First Reading of the Proposed Ordinance #23-17 for the establishment of a Police and Fire Impact Fee.

Explanation

The City retained Raftelis Financial Consultants, Inc. ("Raftelis") to develop police and fire impact fees. The City has not previously enacted police or fire impact fees, so a study is required under state law to implement one. Raftelis produced a 2023 Municipal Impact Fee Study ("Raftelis Study"), which recommended the implementation of police and fire impact fees as proposed.

The Raftelis Study projected that there will be a sizable increase in the city's population over the next decade. In order to maintain the City's existing level of police and fire services, the City will need to add additional police officers and firefighters over the next decade should those projections hold. To support the additional personnel necessary, additional capital costs will also be required to provide vehicles, equipment and facilities to support the additional police and fire personnel. These new fees would ensure that these capital costs are funded at levels necessary to support the additional personnel required to keep pace with population growth.

Maintaining the City's currently existing level of police and fire service is essential to and in the best interests of the public health, safety, and general welfare of the citizens of Kissimmee. This proposed police and fire impact fee ordinance will adopt the police and fire impact fees as recommended in the Raftelis Study. It will also help to ensure that new development pays a portion of the overall costs related to maintaining the existing level of police and fire service to accommodate such new development. Impact fees provide a reasonable and fair method of regulating new development to ensure a portion of capital costs for these necessary services are able to accommodate such new development. These fees are one-time fees that are collected at permit issuance for any new development that is anticipated to generate impacts on police and fire services.

Recommendation

Staff recommends the approval of the First Reading of the Proposed Ordinance #23-17 for the Police and Fire Impact Fee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter: Curtis McGehee

Attachment(s):

1. Police and Fire Impact Fee Ordinance with Exhibit A
City of Kissimmee

2. Proposed ORD 23-17 Advertisement - Police and Fire Impact Fees (Publication Date 08-10-2023)

PROPOSED ORDINANCE NO. 23-17
ORDINANCE NO. _____

AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPTING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida (the “City”) is a municipality granted home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and may exercise its governmental, corporate, and proprietary powers for municipal purposes, including regulation in furtherance of the public health, safety, and welfare; and

WHEREAS, in Sec. 163.31801, Florida Statutes, the Florida Legislature finds that “impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth,” and that “impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction;” and

WHEREAS, the City provides police, emergency medical and fire services (“police and fire services”) within its boundaries; and

WHEREAS, the City has not previously enacted police or fire impact fees; and

WHEREAS, the City retained Raftelis Financial Consultants, Inc. (“Raftelis”) to review and update the City’s parks and recreational impact fee and to develop police and fire impact fees; and

WHEREAS, Raftelis prepared a “City of Kissimmee 2023 Municipal Impact Fee Study” dated May 24, 2023 (the “Raftelis Study”), Florida Statutes; and

WHEREAS, the City Commission of the City (the “Commission”) finds that the Raftelis Study was based upon the most recent and localized data available as required by Sec. 163.31801(4)(a), Florida Statutes, and hereby approves, adopts, and incorporates into this ordinance the Raftelis Study as **Exhibit A** to this ordinance; and

WHEREAS, the Raftelis Study proposed that the City implement police and fire impact fees; and

WHEREAS, the Commission accepts the recommendations from the Raftelis Study to implement police and fire impact fees in the manner proposed in the Raftelis Study for the reasons provided below; and

WHEREAS, the City currently maintains a level of police service of 2.23 officers per the functional population of 1,000 people; and

WHEREAS, the Raftelis Study projects that the City's functional population will increase by 26,350 people through 2032, which represents a 37.39% increase in functional population; and

WHEREAS, the Raftelis Study finds that in order to maintain the City's existing level of police service, the City will need to add an additional 58.71 police officers through 2032; and

WHEREAS, the Raftelis Study finds that additional capital costs are required to provide vehicles and facilities to support the addition of 58.71 police officers through 2032; and

WHEREAS, the City currently maintains the highest fire suppression rating as determined by the Insurances Service Office (ISO) and strives to meet a level of fire service consistent with the National Fire Protection Association Standards; and

WHEREAS, the Commission finds the maintenance of the City's ISO fire suppression rating is crucial to keep property insurance costs affordable for property owners within the City; and

WHEREAS, the City maintains an advanced life support ambulance transport service with a targeted response time of less than 9 minutes and 30 seconds within the coverage area; and

WHEREAS, the City currently maintains a level of fire service consisting of a 9 minute 50 second targeted response time for the first unit and a 14 minute 50 second targeted response time for an Effective Response Force; and

WHEREAS, the Commission finds that additional fire facilities, vehicles and capital improvements are necessary to maintain the existing level of fire service through 2032 in light of the City's projected 37.39% increase in functional population from 2023 to 2032; and

WHEREAS, the Commission hereby finds that maintaining the City's currently existing level of police and fire service is essential to and in the best interests of the public health, safety, and general welfare of the citizens of the City; and

WHEREAS, the Commission, hereby finds that new development, whether commercial or residential, in the City requires additional police and fire capital costs to maintain the City's existing level of police and fire service; and

WHEREAS, the Commission hereby finds that new development should pay a portion of the overall costs related to maintaining the existing level of police and fire service to accommodate such new development; and

WHEREAS, the Commission hereby finds that it is the purpose of this ordinance to ensure the maintenance of the existing level of police and fire service throughout the City so that new development may occur in a manner consistent with the established level of service; and

WHEREAS, the Commission hereby finds that it is the purpose of this ordinance to require new development to bear a portion of the overall capital costs related to police and fire facilities, vehicles, and other capital expenditures made necessary by such new development; and

WHEREAS, the Commission hereby finds that impact fees provide a reasonable and fair method of regulating new development to ensure that such new development pays a portion of the capital costs of police and fire services necessary to accommodate such new development; and

WHEREAS, the Commission hereby finds that (1) the provision of police and fire facilities, vehicles, and capital improvements are an important government good or service, (2) that all new development creates an impact upon the cost of providing police and fire services, and that (3) the cost of providing police and fire services varies depending on the type of development; and

WHEREAS, for residential development, the costs of police and fire services vary depending upon whether the type of residential development is a multi-family residential dwelling unit or a single family dwelling, including a manufactured or mobile home and a dwelling unit within a duplex, townhouse, or triplex; and

WHEREAS, for commercial development, the costs of police and fire services vary depending upon whether the use of commercial development is industrial, institutional, office, recreational, or retail or whether the commercial development contains or consists of an institutional care facility or a hotel; and

WHEREAS, the Commission hereby finds that the additional impact imposed by new development upon the capital costs of providing police and fire services occurs at the time that the new development actually occurs; and

WHEREAS, the intent of the Commission is that impact fees imposed pursuant to this ordinance be used to pay only for the capital costs associated with the provision of additional police and fire services required by new development in the City and recoupment of the portion of previous and planned police and fire capital expenditures that will serve new development in the City; and

WHEREAS, the Commission hereby finds, based on the Raftelis Study, that a reasonable relationship, or rational nexus, exists between the need for additional police and fire facilities, vehicles, and capital improvements and the growth in population generated by new development; and

WHEREAS, the Commission hereby finds, based on the Raftelis Study, that a reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and the benefits of maintaining the existing levels of police and fire service to new development; and

WHEREAS, the Commission finds a reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and certain existing police and fire facilities, vehicles, and capital improvements identified in the Study to the increased impact generated by new development; and

WHEREAS, Sec. 163.31801(11), Florida Statutes, allows a municipality to provide an exception or waiver for impact fees for the development or construction of affordable housing; and

WHEREAS, the Commission seeks to avoid any adverse effects of affordable housing by providing for such a waiver.

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

SECTION 1. Chapter 9, Building and Building Regulations, Article X, Police and Fire Impact Fees, of the Code of Ordinances of the City of Kissimmee, Florida is hereby adopted and shall read as follows:

Sec. 9-585. Title, authority and applicability.

This article shall be known and may be cited as the Kissimmee Police and Fire Impact Fee Ordinance. The provisions of this article shall apply to all land development in the incorporated areas of the city, unless otherwise provided hereinafter. This article and the obligations herein for

payment of police and fire impact fees shall apply to all development projects that apply for a building permit or a certificate of occupancy, unless otherwise provided hereinafter.

Sec. 9-586. Findings.

To ensure provision of adequate police, emergency medical and fire services for the residents and property owners of the city, it is determined to be to the benefit of all residents and property owners of the City for there to be a police and fire impact fee to assist in supplying additional police and fire facilities, vehicles, and capital improvements necessary to remain concurrent with growth. The City Commission specifically finds that:

- (1) The City Commission has reviewed and considered the 2023 Municipal Impact Fee Study (hereinafter “Study”) conducted Raftelis Financial Consultants, dated May 24, 2023 and hereby adopts and incorporates by reference its facts, findings and conclusions as the basis for this article. A copy of the report is in the office of the City Clerk.
- (2) The Study is based on the most recent and localized data.
- (3) The City has the responsibility to provide police, emergency medical and fire services, which benefit residents and property owners of the city.
- (4) The fire department of the City provides both emergency medical and fire services; as a result, any reference to fire services, facilities, vehicles, impact fee or capital improvements, expenditures, or costs in this article is inclusive of both functions, emergency medical and fire.
- (5) Development necessitated by the residential and commercial growth contemplated in the Study will require additional police and fire facilities, vehicles, and capital improvements.
- (6) Future growth should contribute its fair share to the costs of the additional police and fire facilities, vehicles, and capital improvements necessary to accommodate the demand of such growth.
- (7) The imposition of a police and fire impact fee is to provide a source of revenue to partially fund the costs of the additional police and fire facilities, vehicles, and capital improvements necessary to accommodate the demand of such growth.
- (8) The purpose of this article is to regulate the development of land within the City by requiring payment of police and fire impact fees by residential and commercial development and to provide for additional police and fire facilities, vehicles, and capital improvements, which are required to accommodate growth. This article is not to be construed to permit the collection of police and fire impact fees in excess of the amount reasonably anticipated to offset the demand on police and fire services generated by residential and commercial development.

- (9) A reasonable relationship, or rational nexus, exists between the need for additional police and fire facilities, vehicles, and capital improvements and the growth in the functional population of the City generated by new residential and commercial development.
- (10) A reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and the benefits of the quality of police and fire services accruing to new residential and commercial development.
- (11) A reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and certain existing police and fire facilities, vehicles, and capital improvements and planned police and fire capital expenditures identified in the Study to the increased impact generated by new residential and commercial development.
- (12) Proposed residential and commercial development is presumed to have the maximum incremental impact on the City's police and fire services as such impact is determined by the Study.
- (13) The cost of providing police and fire services varies depending on the type of development. For residential development, police and fire services costs vary depending upon whether the type of residential development is a multi-family residential dwelling unit or a single family dwelling, including a manufactured or mobile home and a dwelling unit within a duplex, townhouse, or triplex. For commercial development, police and fire services costs vary depending upon whether the use of commercial development is industrial, institutional, office, recreational, or retail or whether the commercial development contains or consists of an institutional care facility or a hotel.

Sec. 9-587. Impact fee imposed.

- (a) The terms used in this section are defined in Part III, Land Development Code, Chapter 14-2 of this code.
- (b) *Police Impact Fee.*
 - (1) *Residential.* Unless Section 9-588 applies, there is hereby imposed for each dwelling unit constructed within the city, a police impact fee as follows:
 - a. Single family dwelling, manufactured home, mobile home, duplex, townhouse or triplex: \$489.00
 - b. Multi-family residential: \$416.00.
 - c. For mixed-use developments, an impact fee shall be imposed for each separate residential use within the mixed-use development.
 - (2) *Non-residential.* Unless Section 9-588 applies, there is hereby imposed for non-residential development constructed within the city, a police impact fee as follows:
 - a. Industrial including light, medium, and heavy manufacturing, self-service storage facilities, and warehouses: \$.088 per square foot of gross floor area.

- b. Institutional including private schools, civic buildings, excluding those for public use, establishments primarily engaged in providing medical or other health related services, and child care facilities: \$.254 per square foot of gross floor area.
- c. Office excluding establishments primarily engaged in providing medical and other health related services and including business and communications service establishments: \$.202 per square foot of gross floor area.
- d. Recreation including indoor, active, and outdoor recreational facilities but excluding any recreational property for public use: \$.252 per square foot of recreation space.
- e. Retail including retail sales and personal service establishments: \$.463 per square foot of gross floor area.
- f. Institutional care facility: \$153.00 per bed.
- g. Hotel, motel, and bed and breakfast facility: \$166.00 per room.
- h. If a commercial development contains two or more of the uses described herein, then the impact fee shall be the sum of the impact fee due for each individual use.

(c) *Fire Impact Fee.*

- (1) *Residential.* Unless Section 9-588 applies, there is hereby imposed for each dwelling unit constructed within the city, a fire impact fee as follows:
 - a. Single family dwelling, manufactured home, mobile home, duplex, townhouse or triplex: \$529.00
 - b. Multi-family residential: \$451.00.
 - c. For mixed-use developments, an impact fee shall be imposed for each separate residential use within the mixed-use development.
- (2) *Non-residential.* Unless Section 9-588 applies, there is hereby imposed for non-residential development constructed within the city, a fire impact fee as follows:
 - a. Industrial including light, medium, and heavy manufacturing, self-service storage facilities, and warehouses: \$.096 per square foot of gross floor area.
 - b. Institutional including private schools, civic buildings, excluding government civic buildings, establishments primarily engaged in providing medical or other health related services, and child care facilities: \$.276 per square foot of gross floor area.
 - c. Office excluding establishments primarily engaged in providing medical and other health related services and including business and communications service establishments: \$.219 per square foot of gross floor area.
 - d. Recreation including indoor, active, and outdoor recreational facilities but excluding any recreational property for public use: \$.273 per square foot of recreation space.
 - e. Retail including retail sales and personal service establishments: \$.502 per square foot of gross floor area.

- f. Institutional care facility: \$166.00 per bed.
 - g. Hotel, motel, and bed and breakfast facility: \$179.00 per room.
 - h. If a commercial development contains two or more of the uses described herein, then the impact fee shall be the sum of the impact fee due for each individual use.
- (d) *Comparable uses.* In the event the land use for which the building permit is sought is not specified in this section, the impact fee assessed shall be the fee applicable to the most nearly comparable type of land use listed in this section. The impact fee applicable for the most nearly comparable type of land use may be adjusted to a fee that accurately reflects the impacts of such development on the police and fire services. The director of the development services department shall make the determination of the comparable land use and any appropriate adjustment.

Sec. 9-588. Alternate impact fee calculation.

In the event an applicant believes that the impact to the police or fire service necessitated by its development project is less than assumed under the applicable impact fee category adopted in section 9-587, such applicant may, prior to issuance of a building permit for the development project, file with the City Manager or his designee an alternative impact fee study that seeks to establish an alternative fee using the methodology contained in the Study adopted by the Commission. The City Manager shall review the alternative calculations of the fee and make a determination within 30 days of receipt from the applicant as to whether such calculation complies with the requirements of this article. Failure to render a decision within 30 days shall be deemed a denial.

Sec. 9-589. Credits.

Credit against the police and fire impact fee is available as follows:

- (a) *Demolition, relocation, or cessation of use.* Persons or entities responsible for the demolition, relocation, or cessation of residential or non-residential property for which a police and fire impact fee was imposed pursuant to section 9-587 are entitled to a credit against their subsequent police and fire impact fee liability, but the credit must be used within 10 years of issuance and a written request for the credit must be delivered to the Development Services Director within three years of the demolition, relocation, or cessation of use. Credit shall be issued in writing by the Development Services Director and shall be valued at the present police and fire impact fee rate for the type of residential or type and size of non-residential property that was subject to demolition, relocation, or cessation of use at the time the credit is used. Credit may be transferred to successors in interest to the land where the demolition, relocation, or abandonment occurred, but may not be transferred for use on other property.
- (b) *Developer improvements.* Applicants are entitled to credit against their police or fire impact fee liability in an amount equal to the value of police or fire facilities or improvements contributed to the city, provided that:

- (1) The police or fire facility or improvement is required by the city's Land Development Code or the police or fire facility or improvement is identified in the Study and provided voluntarily by the applicant; and
 - (2) The proposed police or fire facility or improvement is reviewed and accepted by the Development Services Director; and
 - (3) The police or fire facility or improvement is made directly by the applicant; and
 - (4) The City and the applicant enter into a police or fire impact fee credit agreement setting forth the terms and conditions of the credit, including but not limited to, the valuation of the contributed police or fire facility or improvement, the assignability of credits, the timing of contributions, and the expiration of credits. Agreements entered into pursuant to this paragraph must be approved by the City Manager before any police or fire facility or improvement is contributed to the City. The agreement may provide for execution by mortgagees, lienholders, or contract purchasers in addition to the applicant, and may permit any party to record the agreement in the official records of Osceola County. The City Manager may approve an agreement pursuant to this subsection only if they find that the agreement will fairly apportion the costs associated with providing a new police or fire facility or improvement consistent with Florida law relating to impact fees. Recognizing the extraordinary staff time involved with reviewing a proposed credit agreement, City Manager, through written policy, may establish an appropriate fee for the submission of credit proposals pursuant to this subsection of this code.
- (c) *Donations of land.* The City Manager may in their sole discretion accept a police or fire impact fee credit agreement, which complies with section 9-589(b)(4) of this code for the donation of land in exchange for a police or fire impact fee credit. Any land donated to the City in exchange for a police or fire impact fee credit must be acceptable to the City in terms of suitable size, soil type, topography, dimensions, location, accessibility and general character, type and specification. Such lands deemed acceptable to the City Manager shall be conveyed to the City, fee simple absolute, free and clear of encumbrances. The City Manager may approve an agreement pursuant to subsection only if they find that the agreement will fairly apportion the costs associated with providing a new police or fire facility or improvement consistent with Florida law relating to impact fees.

Sec. 9-590. Waivers.

The requirements of this article may be waived, in whole or in part, at the sole option of the City Manager or their designee for affordable housing that meets or exceeds the definition in sec. 420.9071, Florida Statutes. The decision to grant a waiver and the value of that waiver will depend upon the level and duration of such affordability.

Sec. 9-591. Payment.

- (a) Except as otherwise provided in this article, prior to the issuance of a building permit for a residential or commercial development project, an applicant shall pay the police and fire

impact fees, as applicable. The applicable impact fee shall be paid directly to the City Manager or his designee.

- (b) The obligation for payment of the impact fee shall run with the land.
- (c) The payment of the impact fee shall be in addition to any other fees, charges or assessments of the City due upon the issuance of a building permit.

Sec. 9-592. Legal means of enforcement.

Notwithstanding any other provision of this article, the city may enforce through any available legal means, including any appropriate action in the circuit court in and for Osceola County, Florida, its rights under this article against any person or entity subject to pay any impact fee hereunder, including but not limited to an action for injunctive relief in the event a building permit is issued without the payment of the proper impact fee, or an action for damages for the collection of impact fees due and payable.

Sec. 9-593. Refund of fees paid.

- (a) Any funds not expended or encumbered by the end of the calendar quarter immediately following ten years from the date the impact fee was paid, shall, upon written application of the fee payer submitted to the City within 180 days of notification as hereafter provided, be returned to the fee payer with no interest. Failure to submit a timely written application shall result in remittance of the fees paid to the police and fire fee trust fund and the fee payer's claim shall be barred.
- (b) The petition for refund shall be submitted to the City Manager and shall contain:
 - (1) A notarized sworn statement that the petitioner is the current owner of the property on behalf of which the impact fee was paid.
 - (2) A copy of the dated receipt issued for payment of such fee or such other record as would indicate payment of such fee.
 - (3) A certified copy of the latest recorded deed.
 - (4) A copy of the most recent ad valorem tax bill.
- (c) Within three months from the date of receipt of a petition for refund, the City Manager will advise the owner of the status of the impact fee requested for refund, and if such impact fee has not been spent or encumbered within the applicable time period, then it shall be returned to the petitioner. The City may retain up to three percent of the impact fee, based on the City's actual costs, to offset the costs of administering the refund. For the purposes of this article, fees collected shall be deemed to be spent or encumbered on the basis of the first fee in, shall be the first fee out.
- (d) All impact fees paid for a building permit which subsequently expires or is otherwise invalidated prior to completion of the permitted land development activity shall be nonrefundable subject to the appeal provisions in section 9-595.

Sec. 9-594. Use of impact fee proceeds.

- (a) The Commission hereby establishes one separate trust account for the police impact fees and one separate trust account for the fire impact fees. These accounts shall be maintained separate and apart from all other accounts of the City, to ensure that all impact fee collections and expenditures are properly deposited, accounted for, reported, and appropriated in accordance with this article and any other applicable legal requirements.
- (b) All impact fees shall be deposited into these trust accounts immediately upon receipt. Interest accruing thereto shall be deposited into these accounts.
- (c) Except as provided by subsection (g), the monies deposited into these impact fee trust accounts shall be used solely for fixed capital expenditures or fixed capital outlay, excluding the cost of repairs and maintenance, associated with the construction, reconstruction or improvement of police and fire facilities including land acquisition, land improvement, design, engineering, and permitting costs, and other related construction costs required to bring the police or fire facility into service that benefit new users and have a life expectancy of at least 5 years; or for capital expenditures or fixed capital outlay for police, emergency medical service and fire vehicles; and other capital improvements that benefit new users and have a life expectancy of at least 5 years.
- (d) The monies deposited into the impact fee trust accounts shall not be used for any expenditure that would be classified as a maintenance or repair expense.
- (e) Any monies on deposit which are not immediately necessary for expenditure may be invested by the City. All income derived from such investments shall be deposited in the impact fee trust accounts and used as provided herein.
- (f) Each fiscal year the City Manager shall present to the City Commission, a proposed capital improvement program, which shall assign funds, including any accrued interest, from the impact fee trust funds, to specific police and fire improvement projects and related expenses. Monies, including any accrued interest, not assigned to any fiscal year, shall be retained in the impact fee trust funds until the next fiscal year, except as provided by section 9-593.
- (g) The City may retain up to three percent of all impact fees received, based on its actual costs, as an administrative fee to defray the costs of administering the impact fees.

Sec. 9-595. Review hearings.

- (a) An applicant or owner who is required to pay an impact fee shall have the right to request a review hearing.
- (b) Such hearing shall be limited to the review of the following:
 - (1) The application or calculation of the impact fee; and
 - (2) The rejection of the alternative impact fee calculation.
- (c) Such hearing shall be requested by the applicant or owner within 30 days of the date of first receipt of the following:
 - (1) Notice that the impact fee is due; or
 - (2) Negative determination on a proposed alternative impact fee calculation under section 9-588.

- (3) Failure to request a hearing within the time provided shall be deemed a waiver of such right.
- (d) The request for hearing shall be filed with the City Manager and shall contain the following:
 - (1) The name and address of the applicant or owner;
 - (2) The legal description of the property in question;
 - (3) If issued, the date the building permit and certificate of occupancy were issued;
 - (4) A description of the nature of the construction being undertaken;
 - (5) If paid, the date the impact fee was paid; and
 - (6) A statement of the reasons why the applicant or owner is requesting the hearing.
- (e) Upon receipt of such request, the City Manager shall schedule a hearing before the Commission at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the applicant and owner written notice of the time and place of the hearing. Such hearing shall be held within 60 days of the date the request for hearing was filed.
- (f) Such hearing shall be before the Commission and shall be conducted in manner designed to obtain all information and evidence relevant to the requested hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence.
- (g) Any applicant or owner who requests a hearing pursuant to this section and desires the immediate issuance of a building permit, or if a building permit has been issued without the payment of the impact fee, shall, prior to or at the time the request for hearing is filed, pay the applicable impact fee. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any review rights.
- (h) An applicant or owner may request a hearing under this section without paying the applicable impact fee, but no building permit shall be issued until such impact fee is paid in the amount initially calculated or the amount approved upon completion of the review provided in this section.
- (i) The decision of the City Commission shall be final.

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

SECTION 3. The City Clerk and the City Attorney shall cause the Code of the City of Kissimmee, Florida to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 4. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 5. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 6. This ordinance shall take effect ninety (90) days after its passage and apply to building permit applications submitted to the City after the effective date of this ordinance and to building permit applications submitted to the City prior to the effective date of this ordinance if the applicant has not paid the building permit application fee prior to the effective date of this ordinance.

BE IT ORDAINED, by the City Commission of the City of Kissimmee this _____ day of _____, 2023.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT A
2023 MUNICIPAL IMPACT FEE STUDY

City of **Kissimmee**

2023 Municipal Impact Fee Study

May 24, 2023 – Final



May 24, 2023

Mr. Steve Lackey
Director of Parks & Recreation
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Subject: 2023 Municipal Impact Fee Study

Dear Mr. Lackey,

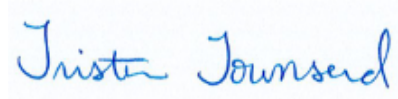
Enclosed is the 2023 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report provides for the update of the parks and recreation impact fees as well as the calculations for new impact fees for police and fire services. This report will serve as the “demonstrated needs study” as outlined in F.S. 163.31801 for the purpose of providing justification for implementing impact fee increases pursuant to “extraordinary circumstances”. If you should have any questions, please do not hesitate to contact me. We appreciate the opportunity to work with you and the City on this important project.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.

A handwritten signature in blue ink that reads 'Joe Williams'.

Joe Williams
Senior Manager

A handwritten signature in blue ink that reads 'Tristen Townsend'.

Tristen Townsend
Associate Consultant

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Exhibit 1: Non-Residential Functional Population

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Appendix A: Chapter 163.31801 Florida Statutes

Executive Summary

Introduction

The City of Kissimmee (City) has retained Raftelis Financial Consultants, Inc. (Raftelis) to review and update the City's recreation impact fees. Additionally, the City requested that Raftelis develop police and fire impact fees for consideration since these are not currently charged, but are a common funding source used by municipalities for funding infrastructure expansion and investments so these departments can continue providing a high level of service as new development provides for increased demands. Impact fees are important sources of revenue for municipalities to fund infrastructure investments related to serving growth. Growth in the City is anticipated to be considerable over the next 10-years with estimates supporting over 11,000 new residential units and population increasing by over 30,000. The impact fee calculations are based on the costs to provide the necessary infrastructure, to address demands related to growth, unique to each service provided by the City. The impact fees calculated in this study have considered Florida case law, Florida Statutes, and generally acceptable impact fee methodologies, where applicable.

The City is expected to experience a considerable amount of growth and development over the next ten years. Therefore, it is important the City establish appropriate impact fees to maintain a high level of service for the various services offered. With expansion helping fund the infrastructure related to the services provided, it will allow the City to expand and keep up with new growth.

The report herein outlines the methodologies, assumptions, and considerations in the development of each impact fee calculation. The following tables summarize the City's existing residential municipal impact fees compared to the fully calculated impact fees based on the analysis in this report:

Table ES 1: Existing and Calculated Single Family Residential Impact Fees

Description	Existing	Calculated Fee	Difference	% Difference
Police	\$0.00	\$489.00	\$489.00	N/A
Fire	0.00	529.00	529.00	N/A
Parks and Recreation	1,200.00	2,410.00	1,210.00	100.83%
Total	\$1,200.00	\$3,428.00	\$2,228.00	185.67%

Table ES 2: Proposed Police Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	\$489.00
Multi-Family (4+ Units)	Per Dwelling Unit	416.00
Non-Residential		
Industrial/Warehousing	Per Sq. Ft	0.088
Hotel	Per Room	166.00
Recreational	Per Sq. Ft	0.252
Institutional	Per Sq. Ft	0.254
Office Building	Per Sq. Ft	0.202
Retail	Per Sq. Ft	0.463
ALF	Per Bed	153.00

Table ES 3: Proposed Fire Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	\$529.00
Multi-Family (4+ Units)	Per Dwelling Unit	451.00
Non-Residential		
Industrial/Warehousing	Per Sq. Ft	0.096
Hotel	Per Room	179.00
Recreational	Per Sq. Ft	0.273
Institutional	Per Sq. Ft	0.276
Office Building	Per Sq. Ft	0.219
Retail	Per Sq. Ft	0.502
ALF	Per Bed	166.00

Table ES 4: Proposed Parks & Recreation Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	\$2,410.00
Multi-Family (4+ Units)	Per Dwelling Unit	2,048.00

Recent updates to the Florida Impact Fee Act (F.S. 163.31801 section (6)) provide limitations on increasing impact fees, outside of extraordinary circumstances, to a maximum of 50%. If the existing impact fee is increasing it should be phased in over a two or four year period, based on the level of increase. However, F.S. 163.31801 also has a provision for extraordinary circumstances. Our reading of the Florida Impact Fee Act indicates that when adopting new fees, as is the case for the City's police and fire impact fees, the phase in limitations do not apply. The City should consult with their legal counsel on this matter.

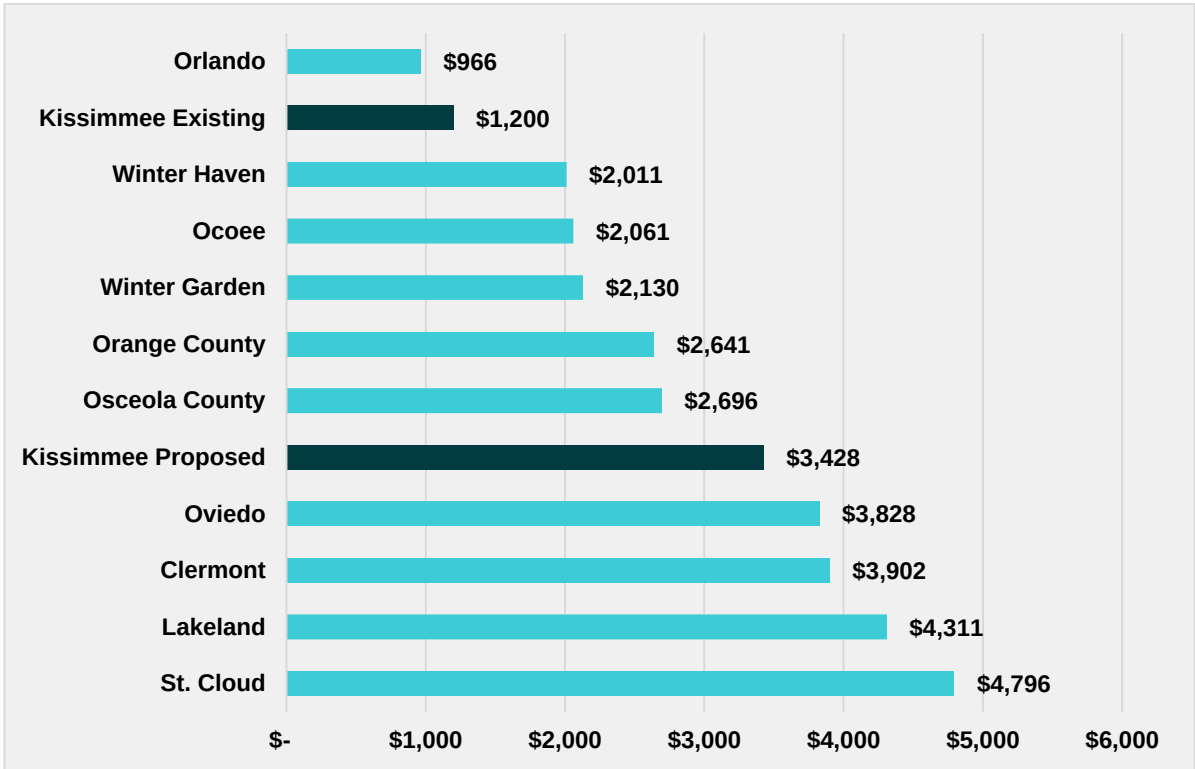
For the parks and recreation impact fees that are calculated to increase above the 50% threshold, this study demonstrates the extraordinary circumstances including recent large inflationary cost increases plus significant additional capital improvements required to serve growth, as there will be increased demand on the City's services for Parks & Recreation. These significant and extraordinary capital needs justify having the fully calculated fees implemented. If the City does not charge the fully calculated fees, growth will not fully pay its fair share of the project costs and existing residents will pick up the burden. Additional tables and discussion, including of extraordinary circumstances as applicable are provided in each section of this report. This study will serve as the "demonstrated needs study" for the City's justification of extraordinary circumstances, pursuant to requirements of F.S. 163.31801.

For affordable housing developments, the City is able to provide an exception for impact fees if deemed appropriate, per F.S. 163.31801 (11) and the City would not be required to use any revenues to offset the impact.

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A comparison of the City’s existing and fully calculated fees with other municipalities are shown below for informational purposes:

Figure 1: Single Family Police, Fire, and Parks Impact Fee Comparison



Note: The City of Orlando does not impose impact fees for fire or police services. Osceola County does not impose impact fees for police services.

As shown above, the City’s calculated fees based on the most recent data are comparable to impact fees charged by other nearby municipalities.

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Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during our investigation, analyses, and preparation of this report:

1. The imposition of impact fees must satisfy the rational nexus requirements as determined by case law. The impact fees must be reasonably related to the capital cost of providing capital facilities/equipment needed to accommodate needs attributable to new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these precedents and the requirements set forth in Florida Statutes Section 163.31801.
2. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees, subject to meeting all provisions of F.S. 163.31801. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally to maintain the calculations herein in the correct proportions. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources, largely derived from existing residents and businesses, to meet the demands of growth.
3. Should the City move forward with adopting the fees as proposed, with new land uses, and for the parks & recreation fee amounts that will exceed the 50% increase limitations outlined in F.S. 163.31801, all requirements of the Statute should be met including holding two publicly noticed workshops dedicated to discussing the extraordinary needs.
4. In compliance with Florida Statutes the City should continue to collect and maintain revenue collected from each type of municipal impact fee in designated sub-accounts and use such fees on those facilities designated for each purpose.
5. The City should re-evaluate its municipal impact fees no later than 2028 to maintain compliance with state statutes and since statutes now limit impact fee increases to no more than every four years.
6. The City should provide 90 days notice prior to the implementation of new or increased fees levels pursuant to the requirements outlined in F.S. 163.31801.

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Section 1 – Introduction

Introduction

The City of Kissimmee (the “City”) is located in Osceola County, to the south of Orlando, and has a total area of approximately 22.2 square miles. The City provides a full range of municipal services including police services, fire services, and recreation activities. According to the University of Florida, Bureau of Economic & Business Research (BEBR), the City’s population is estimated at 82,005 as of 2022. Over the past five years, according to the BEBR population estimates for 2017 of 69,962 as compared to 2022 of 82,005, the average annual growth rate has been 3.23%. Discussions with City staff and review of permit information for 2022 suggest the City is expecting a considerable amount of growth from 2023 through 2032 (Forecast Period). For purposes of this report, it is estimated that the average annual growth rate of 3.23% will continue, resulting in population of 112,676 by 2032. This level of growth represents an increase of over 30,000 residents and 11,000 dwelling units, which is nearly a 40% increase in population over the Forecast Period.

Impact Fee Background

Impact fees are one-time charges established as a means to recover in whole or in part, the costs associated with infrastructure and capital equipment needed to accommodate the demands anticipated to be generated by new development. Such capital costs generally include the construction of facilities together with necessary land costs. However, recent changes to Florida Statutes governing impact fees require a minimum of five (5) year service life and therefore the impact fee calculations herein include only assets that meet this minimum. Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, in 2006, Section 163.31801 was added to the Florida Statutes, which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 such as limiting the percentage increase for a change in impact fees. Appendix A at the end of the report includes the full Florida impact fee statute.

Although the statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Case law precedent for impact fees in Florida was originally set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida. In the ruling, the court identified certain conditions as necessarily present in order to have a valid impact fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;
3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and
4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Summary of Report

In addition to Section 1, this report has been subdivided into four other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – Service Area and Functional Population. This section of the report provides a general discussion of the residential and non-residential land use characteristics, and development of functional population estimates for both existing and future development.

Section 3 – Police Services Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing police services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Fire/Rescue Impact Fee. This section discusses the calculation of the proposed impact fee for the capital requirements associated with providing fire/rescue services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 5 – Parks and Recreation Impact Fee. This section discusses the development of the proposed impact fee for the capital requirements associated with providing parks and recreation facilities, the methodology for the proposed fees, assumptions and other factors associated with the fee determination. Parks and recreation impact fees apply only to residential development.

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Section 2 – Service Area and Functional Population

General

This section provides a general discussion of the current service area, population, and functional population factors.

Population and Development Forecast

As mentioned in Section 1, using 2022 BEBR population estimates, the 2022 population is estimated to be 82,005. Over the past five years, according to the BEBR population estimates for 2017 of 69,962 as compared to 2022 of 82,005, the average annual growth rate has been 3.23%. For purposes of this report, it is estimated that the average annual growth rate of 3.23% will continue, resulting in population of 112,676 by 2032.

Current 2022 property data was obtained from the Osceola County Property Appraiser, which provides details on the number of parcels, units, and square feet by land-use within City limits. In total, the data indicated there are 29,796 residential dwelling units (including single family, multi-family, and manufactured homes) developed in the City along with 14,404,970 square feet (SF) of non-residential building space. Based on the 29,796 residential dwelling units and the 2022 population estimate of 82,005, there are on average 2.75 persons per residential dwelling unit.

To determine a potential difference in functional population for single family versus multi-family units, certain data from the US Census was obtained. Table B25024 (provides the number of units by type of dwelling – single family versus multi-family) and Table B25033 (provides the population by number of units by type of dwelling) were summarized to determine the estimated persons per household in the City. These tables are estimates and based on the American Community Survey (ACS) 5-year estimates for 2020. Based on the data from these two tables, as demonstrated on the table below, it was determined that on average multi-family units had a ratio of 85%.

Table 1: Single Family and Multi-family Persons per Household

Classification	Units in Structure	Dwelling Units [1]	Population [2]	Persons Per Household [3]	% of Single Family [4]
Single Family	1, detached or attached	15,561	41,183	2.60	
	2 to 4	3,118	7,305		
	Mobile Home	1,140	3,060		
	Subtotal	19,819	51,548		
Multi-Family	5 or more	9,049	20,176	2.23	85%
	Subtotal	9,049	20,176		

[1] From ACS Table B25024, estimates for 2020.

[2] From ACS Table B25033, estimates for 2020.

[3] Persons per household calculation for 2020 estimates. Primarily used to develop the ratio of multi-family to single family.

[4] Multi-family persons per household 2.23 divided by Single Family persons per household 2.60 and rounded down to 85%.

The data obtained from the US Census, as demonstrated on Table 1 above, was only relied on to determine the ratio of persons per unit between the single family and multi-family categories. The current 2022 population data and unit data, as previously discussed is relied upon as being the most current and accurate data sets. After applying the 85% multi-family factor to the current 2022 data the persons per household figures are calculated to be 2.93 persons per single family unit and 2.49 persons per multi-family unit.

Functional Population Parameters

A goal of the impact fee study is to assign the costs associated with each service provided to new development or re-development requiring an increased level of services on an equivalent unit basis. Two primary methods of allocating costs include 1) actual service calls based on historical records; and 2) population figures weighted and adjusted for time spent at various land uses based on traffic and other data. This study uses a method that allocates costs using population figures weighted and adjusted for time spent at various land uses based on traffic and other data and is commonly referred to as “functional population”. The functional population analysis typically relies on trip data obtained through survey sources. Trip data is readily available from sources such as the Institute of Transportation Engineers (ITE) and is widely accepted for the purpose of identifying functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. Functional population measures the number of persons at a particular location measured over a 24-hour period. For example, for single family residential, a typical functional population would reflect a person at home 100 hours per week (e.g. 10-14 hours per day during weekdays and 20 -30 hours during the weekend). Based on 168 hours per week, this equates to 60% occupancy or 0.6 functional population per resident. Applying this factor to the average household size throughout the City of 2.75 persons equates to a 1.65 functional population per residential unit. Table 2 summarizes the existing single family and multi-family functional population based on these criteria:

Table 2: Residential Functional Population

Housing Type	2022 Population [1]	2022 Households [2]	Average Household Size	Occupancy Factor [3]	Functional Population/ Unit	2022 Functional Population
		(a)	(b)	(c)	(b) x (c) = (d)	(a) x (d)
Single Family, Duplex, & Triplex	51,613	17,602	2.93	60.0%	1.76	30,980
Multi-Family (4+ Units)	30,392	12,194	2.49	60.0%	1.50	18,291
Total	82,005	29,796	2.75		1.65	49,271

[1] Population data estimated using the 2022 BEBR population estimates.

[2] Households obtained from property data obtained from Osceola County Property Appraiser in September 2022.

[3] Amount assumes 100 hours spent at home out of a 168-hour week.

For non-residential land uses, the functional population is determined through the process of applying the following attributes to each land use, typically measured per 1,000 square feet (i.e., per unit): 1) trips per unit and employees staffed per unit; 2) trip end adjustment; 3) hours worked by employees; 4) occupants per trip; 5) number of visitors, visitor hours, and visitor hours per week. Trip and employee data are primarily obtained from the ITE manual (11th Edition, 2021), and visitors and other data is obtained from sources including the 2017 National Household Travel Survey (U.S. Department of Transportation). Table 3 summarizes this process below:

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Table 3: Non-Residential Functional Population

Land Use	Bldg. SF	Functional Population Coefficient [1]	2022 Functional Population [2]
	(a)	(b)	(a) x (b) ÷ 1000
Industrial/Warehousing	2,249,288	0.43	972
Hotel	604,094	0.81	1,479
Recreational	153,160	1.23	188
Institutional	3,648,446	1.24	4,523
Office Building	2,687,528	0.98	2,646
Retail	4,923,358	2.26	11,110
Assisted Living Facility	139,096	0.75	280
Total	14,404,970		21,198

[1] Coefficients provided on Exhibit 1.

[2] Amounts rounded.

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing and future development. As shown in Table 2, there were 29,796 residential units in the City in 2022. Following discussions with City staff, as well as comparing with the next five years of planned development in the City, the compound annual growth rate of 3.23% based on BEBR population estimates between 2017 – 2022 was used to forecast residential growth. Assuming consistent growth over ten years, this would result in an additional 11,144 residential units by 2032. For forecasting purposes and appropriate allocation of certain major infrastructure improvements, it is assumed an additional 11,144 new residential units will be constructed between 2033 and 2042 (the 2nd 10-year period). The table below summarizes the expected residential growth in the City by year 2032, which will serve as the primary basis for cost allocations, future functional population, and impact fee levels.

Table 4: Residential Functional Population Growth

Housing Type	2022 Functional Population	Functional Population/Unit	2032 Households	2032 Functional Population
Residential	49,276	1.65	40,940	67,706

As shown below, the 2022 non-residential functional population is 21,198 and is forecast to grow by 7,923 to 29,121 by 2032. The projected 2032 building square feet amount is based on applying the existing ratio of non-residential to residential square feet of 0.342 to the estimated residential square feet over the Forecast Period.

Table 5: Non-Residential Functional Population Growth

Year	Building Square Feet	Functional Population
2022	14,404,970	21,198
2032	19,788,870	29,121

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The following summarizes the existing and projected functional population:

Table 6: Summary of Functional Population

Land Use	2022 Functional Population	2032 Functional Population	Percent in 2032
Residential	49,271	67,698	69.9%
Non-Residential	21,198	29,121	30.1%
Total	70,469	96,819	100.0%

The trip rates and other assumptions used from ITE and the National Household Travel Survey are representative of national averages. In order to localize the functional population estimates, the data is weighted using the 2019 Inflow/Outflow Report from the US Census that is specific to the City, the most current version available at the time of this analysis. The Census Inflow/Outflow Analysis report shows how many residents work inside and outside of the city daily, as well as how many non-residents work inside the city. While the data lags slightly in updates, it is representative of the traffic patterns and is a reliable source for the purposes of this cost apportionment.

According to the Inflow/Outflow Report, there are 35,057 residents from the City in the work force. Of those, 2,628 work within the City and the other 32,429 work outside of the City. Using the 2019 population of 74,800, it can be assumed that 39,743 residents are not working. It is assumed that a resident not working would spend 20 hours at home and that residents working would spend 14 hours at home. This would give a total of 1,285,658 residential hours (hours spent at home).

Table 7: Functional Population Weighting Residential Hours

Description	Population	Hours Spent at Home	Residential Hours
	(a)	(b)	(c) = (a) x (b)
2019 Population [1]	74,800		
Residential			
Residents Not Working [2]	39,743	20.0	794,860
Residential Work Force			
Works Inside City [3]	2,628	14.0	36,792
Works Outside City [3]	32,429	14.0	454,006
Total Residential Hours			1,285,658
Residential Share of Person Hours			75.9%
Non-Residential			
Residents Not Working [2]	39,743	4.0	158,972
Jobs Located in City			
Residents Working in City [3]	2,628	10.0	26,280
Non-resident Workers (inflow commuters) [3]	22,377	10.0	223,770
Total Non-Resident Hours			409,022
Non-Residential Share of Person Hours			24.1%
Total Daily Hours Within the City			1,694,680

[1] Population estimate based on BEBR.

[2] Amount derived from subtracting the Residential Work Force from the 2019 Population

[3] Amount comes from US Census 2019 Inflow/Outflow Count of All Jobs Report

As shown on the table above, Residential Hours account for 75.9% (1,285,658 / 1,694,680) of total daily hours spent within the City and Non-residential accounts for 24.1% (409,011 / 1,694,680). These percentages are used to allocate the capital costs for police and fire impact fee calculations.

Below is a list of the non-residential land uses:

- Industrial/Manufacturing – Generally includes Light Industrial, Heavy Industrial, Manufacturing, Mini-warehousing, and Industrial Parks.
- Hotel – A place of lodging that provides sleeping accommodation. Includes suites hotel, motel, resort hotels, etc.
- Recreational – Generally includes cultural organization facilities, camps, clubs, lodges, union halls, tourist attractions, and exhibits.
- Institutional – Generally includes schools, daycares, religious facilities, medical clinics, medical office buildings, and hospitals.
- Office Building – This land use consists of various types of office building.
- Retail – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, auto repair shops, restaurants, and several others. If shell buildings are built in commercial areas, the retail rate will apply to the entire building.
- Assisted Living Facility – Generally consists of assisted living facilities including: senior adult housing, congregate care facilities, retirement homes, nursing homes, and similar land uses.

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Section 3 – Police Impact Fee

Introduction

The City maintains a Police Department (Police Department) to provide law enforcement services and ensure the safety and well-being of the community and residents of the City of Kissimmee. The Police Department currently staffs 158 sworn officers and 91.5 civilian support positions to serve the City’s existing population of 82,005. The Police Department operates out of one station near the east side of the City and utilizes a recently built public safety facility for training. With considerable potential growth on the near-term horizon, the Police Department will require infrastructure and capital investments to maintain appropriate staffing ratios, office space needs, and to provide the vehicles necessary to new officers.

Existing Impact Fees

The City does not currently charge police impact fees for new development within the City limits.

Implementation of police impact fees will allow the City to charge development for their portion of impacts created on the police department, in terms of additional investments in facilities and additional vehicles for an expanded police force. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City currently staffs 158 sworn officers and is supported by the necessary administrative/office personnel. The sworn officer staffing is as follows:

Table 8: Current Sworn Officers

Position	Staffing
Police Chief	1.0
Deputy Chief of Police	2.0
Police Captain	4.0
Police Lieutenant	7.0
Police Sergeant	16.0
Police Corporal	15.0
Police Officer	113.0
Total	158.00

The City’s Police Department currently consists of 249.5 full-time equivalent positions. With 158 full-time sworn police personnel, after excluding the police chief and civilian staff, the current level of staffing achieves a Level of Service (LOS) of 1.91 officers per 1,000 population within the City’s limits based on the 2022 population of 82,005. Additionally, since the impact fee methodology is based on functional population, the calculated LOS is 2.23 officers per 1,000 functional population based on the existing 70,469 functional population. While the police staffing uses a much more complex staffing methodology that is based on a combination of demand, types of calls, large events and gatherings, growth expectations, area densities, types of developments, etc., the LOS is used for impact fee purposes to identify equitable allocations of the capital assets between existing and future development. The calculated impact fee will be designed to maintain the 2.23 officers per 1,000 functional population ratio. Therefore, an additional 58.71 officers would be added over the next ten years. The table below illustrates the total need for police officers and the LOS achieved.

Table 9: Existing and Projected Sworn Officers

Description	Existing	Projected Through 2032	
		Additional	Total
Officers	157.00	58.71	215.71
Functional Population	70,469	26,350	96,819
LOS Achieved (Personnel per 1,000 FP)	2.23	2.23	2.23

Incremental Costs

Costs related to growth in the police force typically include a combination of providing new officers with fully equipped vehicles and the necessary facilities, for officers and support staff, such as office space in police stations. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis including other initial investments required such as field equipment and protective gear as well as ongoing operating and maintenance costs (salaries and benefits, etc.). Items included in the impact fee calculation have a minimum of a five-year life and are not replaced frequently.

The City must provide vehicles for existing and new officers. Data provided by City staff indicates that there are 236 vehicles in service for the 158 sworn officers, including the police chief. It is common practice for police departments to have spare vehicles since those vehicles are so necessary to perform the protection services they provide. After excluding the police chief and the respective vehicle, the vehicles per officer ratio is 1.50, which includes those spare vehicles. This ratio will be used to determine the number of future vehicles needed as additional officers are added to maintain the spare vehicle ratio. The average value of \$42,600 for the new fully equipped vehicles is based on inflating the average acquisition cost of recent police vehicle purchases between 2019 – 2021, according to the City asset data as of September 2022. The replacement cost of the existing vehicles is \$1,953,222. The cost of providing vehicles to new officers is identified on the following table.

Table 10: Cost of Vehicles for New Officers

Description	Amount
New Sworn Officers	58.71
Vehicles per Officer	1.50
Total Vehicles Needed	88.20
Cost per Vehicle	\$42,600
Total Vehicle Costs for New Officers	\$3,757,300

As shown above, the total cost of additional vehicles over the next ten years is estimated at \$3,757,300.

Table 11: Total Vehicle Costs

Description	Amount
Existing Vehicles	\$1,953,222
Additional Vehicles	3,757,300
Total Vehicle Costs	\$5,710,522

In addition to vehicles, the police department is responsible for providing adequate building space to house the officers and support staff. The police department currently has a 52,500 square foot police station and communications center. The City has plans to build a new expanded 78,700 square foot police station and communications center within five to seven years. With this planned station serving as a replacement for the current station, the value of the existing police station and communications center has been excluded from the impact fee calculation. The total cost of the future police station and communications center, after accounting for cost escalation, is estimated at \$17,290,300. This station and center will be available to serve growth beyond the forecasted period of ten years, so a portion of the total cost of the new station and center is allocated to be funded by future growth beyond 2032. The portion of the new station and center included in the total police capital costs is

\$12,967,725, or 75%. This allocation was determined based on the existing functional population of 70,469, growth of 26,350 functional population through 2032, and then an additional growth of 26,350 functional population through 2042 resulting in a total functional population of 123,169 in 2042. The projected functional population in 2032 (70,469 plus 26,350, or 96,819 total) represents 78.6% of the total expected functional population in 2042, which was rounded to 75% for the purpose of this report.

Below is a summary of the costs used to calculate the police impact fee.

Table 12: Total Police Capital Costs

Description	Amount
Existing Vehicles	\$1,953,222
Future Vehicles	3,757,300
Existing Facilities	6,126,100
Future Facilities	12,967,725
Total Capital Costs	\$24,804,347

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 13: Allocated Police Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	\$24,804,347	75.86%	24.14%	\$18,817,700	\$5,986,700

The allocated capital costs are divided by the functional population as identified in Section 2 to get a fee functional population. Then, the residential amounts are translated back into a fee per dwelling unit.

Table 14: Residential Police Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$18,817,700	\$5,986,700
2032 Functional Population	67,698	29,121
Fee per Functional Population [1]	\$277.97	\$205.58
Single Family FP per Unit	1.76	
Calculated Single Family Impact Fee per Unit	\$489.22	
Single Family Impact Fee per Unit	\$489.00	
Multi-Family FP per Unit	1.50	
Calculated Multi-Family Impact Fee per Unit	\$416.95	
Multi-Family Impact Fee per Unit	\$416.00	

[1] Non-residential fee per functional population is the basis for the non-residential fee as shown on Table 15.

In addition to the residential impact fees, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated police impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 15: Non-Residential Police Impact Fees

Land Use	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	Per Sq. Ft	0.43	\$0.088
Hotel	Per Room	0.81	166.00
Recreational	Per Sq. Ft	1.23	0.252
Institutional	Per Sq. Ft	1.24	0.254
Office Building	Per Sq. Ft	0.98	0.202
Retail	Per Sq. Ft	2.26	0.463
Assisted Living Facility	Per Bed	0.75	153.00

To meet the City's needs in terms of providing the necessary police related capital improvements, including expanding and upgrading existing facilities as required by growth, the City should implement fees at the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around \$6,726,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements, resulting in a funding shortfall to provide necessary improvements related to new growth.

Police Impact Fee Comparisons

The following figure compares the City's existing and calculated police impact fees for residential land uses with those imposed in other nearby communities.

Figure 2: Police Impact Fee Comparison per Single Family Residential Unit

Section 4 – Fire Impact Fee

Introduction

The City's fire department is responsible for responding to all fire and medical emergencies within the City and its surrounding areas. Currently, the fire department is comprised of 122 total employees.

The City's fire department is guided by standards published by the National Fire Protection Association (NFPA) in assessing its level of service needs. The fire department's primary intent is to maintain staffing levels to be able to respond to service calls within a specified time period to all developed areas within the City limits.

As the residential and commercial development within the City increases, the potential demand for fire safety services also increases causing a need for additional fire personnel, equipment, and vehicles. This section provides an analysis for the City's consideration regarding the design of a fire impact fee based on the costs to meet demands from growth.

Existing Impact Fees

The City does not currently charge fire impact fees for new development within the City limits.

Implementation of fire impact fees will allow the City to charge development for their portion of impacts created on the fire department, in terms of additional investments in facilities and additional vehicles for an expanded fire department. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City's current operations for fire protection are based out of four fire stations. The fire department has an Insurance Services Offices (ISO) rating of 1 on a scale of 1 to 10, with 1 representing the highest level of fire protection. Additionally, the Fire Department provides Advanced Life Support Ambulance Transport Service with each ambulance unit maintaining an average response time of less than four minutes within the coverage area. Both fire and emergency medical services (EMS) have targeted response times of 10 minutes for first unit response and 13 minutes for the remaining Effective Response Force (ERF). These are 'total reflex times' which represent the time from 911 pick-up to first unit on the scene.

Incremental Costs

Costs related to the growth in the fire department typically include a combination of providing the necessary capital equipment including fire trucks, as fully equipped and ready to be put into service, and facilities. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis. The excluded costs are items such as uniforms, radios, and helmets. Items included in the impact fee calculation have a minimum of a five-year life.

As discussed previously, the fire department utilizes four stations throughout the City: Station 11, 12, 13, and 14. The City has plans to build three new fire stations, Station 15, 16, and 17, for a total value of \$20,765,800. Station 15 is currently being built and will be located on Kissimmee Gateway Airport property and will provide fire and medical services for rising demand in the City, as well as provide support for the airfield. Based on discussion with City staff, because some of the services provided will be for the existing airfield amounting to approximately 10%, the remaining 90% of the project costs, or \$5,850,000, are included in the fee calculation as benefits to the City's residents and businesses. Station 16 is planned to be built in the Hilliard Isles area in the northeast corner of the City in 2027 and Station 17 is planned to be built off Poinciana Boulevard in 2027, both to support new growth. These new stations have capacity to serve growth beyond the forecasted period of ten years, so the portion of Station 16

and Station 17 included in the total fire capital costs is \$10,669,350, or 75%. These allocations were determined based on the existing functional population of 70,469, growth of 26,350 functional population through 2032, and then an additional growth of 26,350 functional population through 2042 resulting in a total functional population of 123,169 in 2042. The projected functional population in 2032 (70,469 plus 26,350, or 96,819 total) represents 78.6% of the total expected functional population in 2042, which was rounded to 75% for the purpose of this report.

The fire department has plans to purchase two new pick-up trucks, a new rescue, and a new suppression apparatus within the next five years. Additionally, there is a need for two additional fire trucks and one additional rescue, including necessary equipment to fully outfit these trucks to be put into service, for Station 16, and one additional fire truck including necessary equipment to fully outfit the truck to be put into service, for Station 17. The total costs for the additional fire trucks are shown on the table below:

Table 16: Future Fire Trucks

Description	Amount
2 New Pick-up Trucks	\$317,200
New Apparatus for Fire Station 16 [1]	1,423,800
New Apparatus for Fire Station 17 [2]	506,175
2 New Rescues	1,012,500
New Suppression Apparatus	630,400
Total	\$3,890,075

[1] Two suppression apparatus and one rescue.

[2] One suppression apparatus.

The table below summarizes all of the costs included in the impact fee calculation.

Table 17: Total Fire Capital Equipment Costs

Description	Amount
Existing Apparatus	\$4,338,800
Future Apparatus	3,890,075
Existing Facilities and Land	1,126,200
FS 15, 16, & 17, Alerting System	17,514,750
Total Capital Costs	\$26,869,825

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 18: Allocated Fire Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	\$26,869,825	75.86%	24.14%	\$20,384,600	\$6,485,200

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for residential purposes using the functional population factor of 1.65 per dwelling unit as identified in Section 2.

Table 19: Residential Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$20,384,600	\$6,485,200
2032 Functional Population	67,698	29,121
Fee per Functional Population [1]	\$301.11	\$222.70
Single Family FP per Unit	1.76	
Calculated Single Family Impact Fee per Unit	\$529.96	
Single Family Impact Fee per Unit	\$529.00	
Multi-Family FP per Unit	1.50	
Calculated Multi-Family Impact Fee per Unit	\$451.67	
Multi-Family Impact Fee per Unit	\$451.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 20.

We recommend the City implement a slightly rounded impact fee of \$529.00 for single family, duplex, and triplex units and a fee of \$451.00 for multi-family units based on the analysis discussed above.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated fire impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 20: Non-Residential Fire Impact Fees

Land Use	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	Per Sq. Ft	0.43	\$0.096
Hotel	Per Room	0.81	179.00
Recreational	Per Sq. Ft	1.23	0.273
Institutional	Per Sq. Ft	1.24	0.276
Office Building	Per Sq. Ft	0.98	0.219
Retail	Per Sq. Ft	2.26	0.502
Assisted Living Facility	Per Bed	0.75	166.00

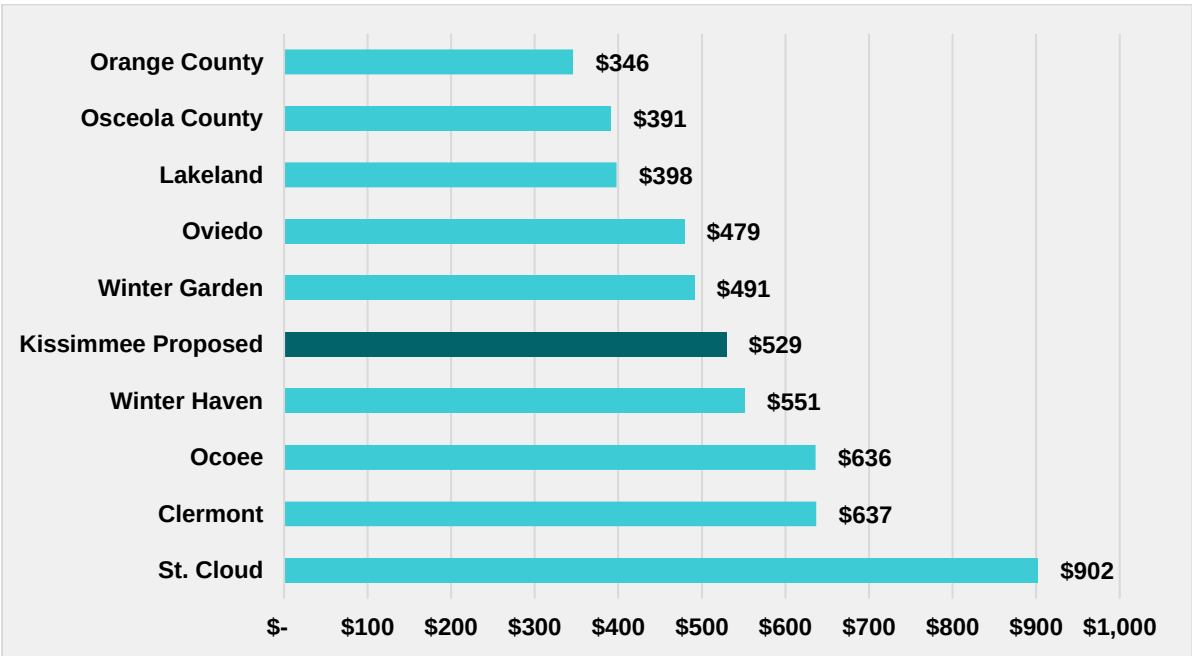
To meet the City's needs in terms of providing the necessary fire related capital improvements, including building a new fire station and expanding/upgrading existing facilities as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around \$7,285,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements, resulting in a funding shortfall to provide necessary improvements related to new growth.

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Fire Impact Fee Comparisons

The following figure compares the City’s existing and calculated fire impact fees for residential land uses with those imposed in other nearby communities.

Figure 3: Fire Impact Fee Comparison per Single Family Residential Unit



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Section 5 – Parks and Recreation Impact Fee

Introduction

The City owns and maintains parks and recreation facilities for the use and benefit of its residents and visitors. As the City grows, additional facilities along with improvements to existing recreation amenities are necessary. This section provides an analysis for the City's updated parks and recreation impact fee based on the costs to meet demands from growth. This section relies on growth in residential population/development only.

Existing Impact Fees

The City currently charges a parks and recreation impact fee to be used for the expansion of parks and recreation related services that may be necessitated by growth. This fee is charged to all residential land uses. The following table provides the existing parks and recreation impact fees charged to new residential development:

Table 21: Existing Parks and Recreation Impact Fees

Description	Fee
Single Family, Duplex, Triplex	\$1,200.00
Manufactured Home	\$867.06
Multi-Family	\$985.29

Existing Recreational Facilities

City staff provided a parks inventory that indicates that the City currently has 20 existing parks and recreation facilities encompassing approximately 982.80 acres as summarized on Table 22. These parks are eligible for funding from impact fees due to demands from growth resulting in the need for expansion. The amenities provided throughout this network include playgrounds, softball fields, community centers, athletic centers, and more. Each of the parks and facilities will also be available for use by future residents.

Table 22: Existing Parks

Description	Acres
Bob Makinson Aquatic Center	20.80
Denn John Softball Complex [1]	
Rainbow Park [1]	
Kissimmee Lakefront Park	23.60
Brinson Park	3.00
Kissimmee Civic Center	13.60
Oak Street Community Center	6.90
Oak Street Sports Complex	8.30
Chambers Park Community Center	3.50
Mill Run Park	2.50
Mill Slough Park	6.50
Quail Hollow Park	1.60
Mark Durbin Park at Lakeside	6.00
Fortune Road Athletic Complex	36.40
Shingle Creek Regional Park	660.00

Description	Acres
Ruba Park [1]	
Steffee Landing [1]	
Babb Property [1]	
Lancaster Ranch Park	160.50
Toho Vista Trail	29.60
Total	982.80

[1] Denn John Softball Complex and Rainbow Park acreage are included in the Bob Makinson Aquatic Center acreage. Ruba Park, Steffee Landing, and Babb Property acreage is included in Shingle Creek Regional Park acreage.

Level of service (LOS) for parks and recreational services is typically measured in terms of recreational acreage available per 1,000 population. This figure indicates whether the City has a sufficient amount of recreational acreage to serve its current residents. With a current population of 82,005, the LOS provided to existing residents is 11.98 acres of park and recreational lands per 1,000 residents, based on the 982.80 acres. The projected increase in City population from 82,005 to 112,676 by 2032 will reduce the LOS to 8.72 acres per 1,000 population.

Using original costs less depreciation, the City has invested \$61.5 million into the existing parks and recreation facilities. The City's investment in these facilities is largely anticipated to serve the increased population over the next 10 years and is included as a capital recoupment cost for impact fee determination.

Growth-Related Capital Improvements

The City has provided a Capital Improvement Plan (CIP) that identifies a range of projects including expansion, upgrade, and replacement of park land and facilities. This CIP has been reviewed with staff and updated based on the most current information available. All projects associated with replacement or refurbishment of existing facilities have been excluded from the impact fee calculations to maintain a conservative approach. Additionally, the Fieldhouse project as currently planned would rely on a public-private partnership, otherwise the scope of the project would likely change significantly. Therefore, the Fieldhouse has been excluded from the development of the impact fee.

Some of the parks CIP projects are designed to serve growth beyond the forecasted period of ten years, so a portion, or 75% of each of these projects are included in the park's capital costs for a total of \$31,134,425. This allocation was determined based on the existing population of 82,005, growth of 30,671 persons through 2032, and then an additional growth of 30,671 persons through 2042 resulting in a total population of 143,347 in 2042. The projected population in 2032 (82,005 persons plus 30,671 persons, or 112,676 total) represents 78% of the total expected population in 2042, which was rounded to 75% for the purpose of this report. The table below shows the CIP projects eligible for impact fee calculations and the portion included in the total capital costs.

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Table 23: Parks and Recreation Capital Projects

Description	Total Project Cost	% Allocated to Existing and 10-Yr Growth	Adjusted Amount
Playground Safety Surface (2)	314,600	100.0%	314,600
Mark Durbin Recreation Center	8,884,300	75.0%	6,663,225
Lancaster Ranch Park	29,618,400	75.0%	22,213,800
Fortune Road Softball Sports Lighting (4)	461,300	100.0%	461,300
Amphitheatre Shade Cover Lakefront Park Pavilion	194,000	100.0%	194,000
Pedestrian Bridge	53,600	100.0%	53,600
Denn John Softball/Baseball Field	146,300	100.0%	146,300
Future Park Northwest Quadrant Park	438,900	100.0%	438,900
Fortune Road Bleachers Shade Canopy (8)	548,700	100.0%	548,700
Total	100,000	100.0%	100,000
	\$41,165,100		\$31,134,425

Calculated Parks and Recreation Impact Fees

As mentioned previously, approximately \$61.5 million has been invested in the existing park facilities and an additional \$31.1 million is planned to be invested over the next several years. Since both existing and future investments in the parks department benefit both existing and future residents, the total amount invested is divided by the 2032 projected population of 112,676. The table below provides the parks and recreation impact fee calculation:

Table 24: Parks and Recreation Impact Fee Calculation

Description	Amount
Existing Investment	\$61,488,630
Planned Investment	31,134,425
Total Capital Costs	\$92,623,055
2032 Population	112,676
Fee per Person	\$822.03
Single Family Persons per Unit	2.93
Calculated Single Family Impact Fee per Unit	\$2,410.38
Single Family Impact Fee per Unit	\$2,410.00
Multi-Family Persons per Unit	2.49
Calculated Multi-Family Impact Fee per Unit	\$2,048.81
Multi-Family Impact Fee per Unit	\$2,048.00

We recommend the City implement a slightly rounded impact fee of \$2,410.00 for single family, duplex, and triplex units and a fee of \$2,048.00 for multi-family units based on the analysis discussed above. The existing parks and recreation impact fee per single family, duplex, or triplex residential dwelling unit is \$1,200.00. The proposed impact fee of \$2,410.00 represents a \$1,210.00 increase from the existing fee level or 100.8%. The existing parks and recreation impact fee per manufactured home is \$867.06. The proposed impact fee of \$2,410.00 represents a \$1,542.94 increase from the existing fee level or 178.0%. The existing parks and recreation impact fee per multi-family residential dwelling unit is \$985.29. The proposed impact fee of \$2,048.00 represents a \$1,062.71 increase from the existing fee level or 107.9%.

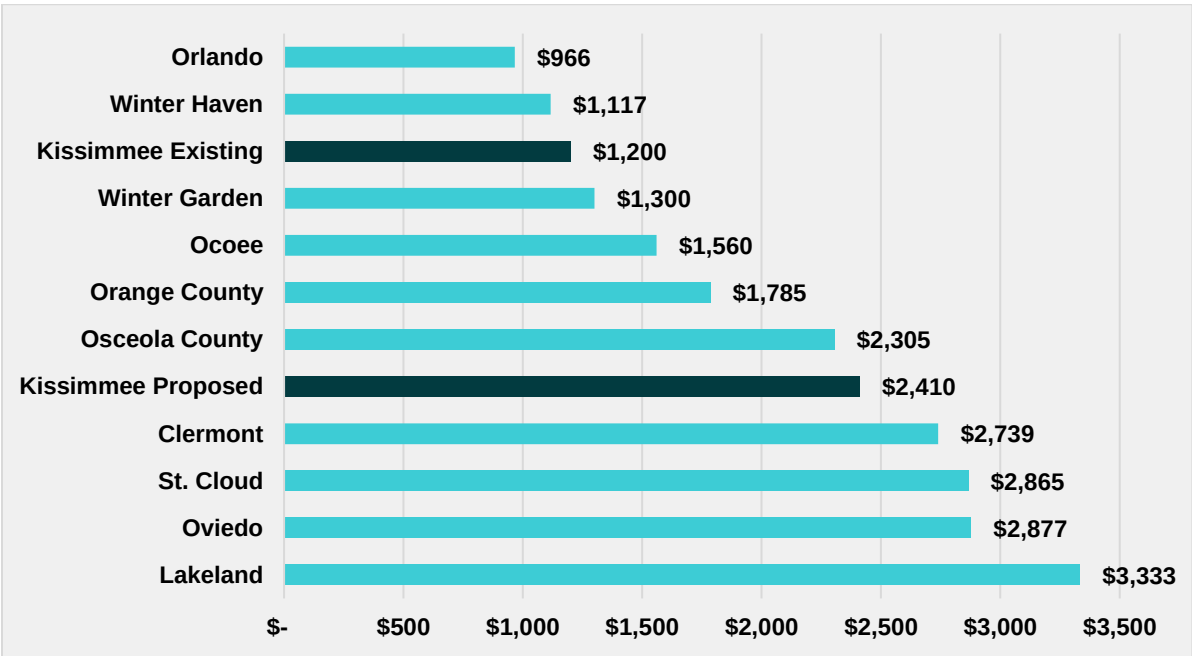
To meet the City's needs in terms of providing the necessary recreation related capital improvements, including purchasing additional land for parks and expanding/upgrading existing facilities as required by growth, the City

should increase the fees to the maximum calculated amount as demonstrated on the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including recent large inflationary cost increases plus additional capital improvements based on a considerable increase in population growth. Under the existing parks and recreation impact fees new development would pay around \$12,394,000 and under the proposed/calculated impact fees growth would pay around \$25,206,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately \$12,812,000, resulting in a funding shortfall to provide necessary improvements related to new growth.

Parks and Recreation Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 4: Parks and Recreational Impact Fee Comparison per Single Family Residential Unit



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City of Kissimmee
2023 Municipal Impact Fee Study
Exhibit 1: Non-Residential Functional Population

Occupants per Trip per Day																			People per Unit per Day				Weekly Hours per Unit				2022			
ITE	ITE Code	Number of Parcels	Units	Bldg Sq Ft	Sq Ft per Parcel	Impact Unit	Trips per Unit per Day	One Way Factor (50%)	Occupants per Trip per Day		People per Unit per Day		Visitor hours per Trip	Business hours	Days per Week	Weekly Hours per Unit			Functional Pop. Coefficient	2022										
									Employees	Visitors	Employees	Visitors				Per Employee	Per Visitor	Total Hours		Functional Population [1]	2032 Square Feet	2032 Functional Population								
Industrial/Warehousing	110	93	N/A	2,249,288	24,186	1,000 Sq Ft	4.87	2.435	1.00	1.75	1.57	1.51	0.25	9.00	5.00	70.69	1.89	72.58	0.43		972									
Hotel [1]	310	21	N/A	604,094	28,766	Rooms	7.99	3.995	1.00	1.75	0.56	6.02	1.00	24.00	7.00	93.61	42.11	135.72	0.81		1,479									
Recreational	495	17	N/A	153,160	9,009	1,000 Sq Ft	28.82	14.41	1.00	2.14	1.06	28.57	1.00	12.00	5.00	63.46	142.87	206.33	1.23		188									
Institutional	528	106	N/A	3,648,446	34,419	1,000 Sq Ft	14.37	7.185	1.00	1.77	2.83	7.71	1.00	12.00	5.00	169.72	38.55	208.28	1.24		4,523									
Office Building	710	672	N/A	2,687,528	3,999	1,000 Sq Ft	10.84	5.42	1.00	1.75	3.26	3.79	1.00	9.00	5.00	146.49	18.94	165.43	0.98		2,646									
Retail	820	460	N/A	4,923,358	10,703	1,000 Sq Ft	37.01	18.505	1.00	1.75	2.12	28.67	1.00	12.00	7.00	178.46	200.66	379.12	2.26		11,110									
Assisted Living Facility [2] [3]	253	4	374	34,774		Beds													0.75		280									
Total		1,373		14,404,970																	21,198	19,788,870	29,121							

Footnotes:

[a] Summarized from property data obtained from the Osceola County Property Appraiser in September 2022

[b] From 11th Edition ITE Manual

[c] This factor is used to divide the trip rate in half which provides the basis for estimating visitors per day per impact unit

[d] Assumed one employee per trip

[e] From 2017 National Household Travel Survey, vehicle occupancy by trip purpose

[f] From 11th Edition ITE Manual per employee

[g] = ([c] - ([f]/[d]))*[e]

[h] Time assumption per visitor

[i] Time assumption per employee

[j] Time assumption

[k] = [f] * [i] * [j]

[l] = [g] * [h] * [i]

[m] = [k] + [l]

[n] = [m] / (24*7)

[o] = [n] * [a] / 1000

[1] Hotel functional population is based off the national average hotel room size of 330 square feet, based on the USA Today article dated November 4, 2015. Formula is [o] = [n] * [a] / 330

[2] Square footage per bed is based unit data on assisted living facilities located within Kissimmee, sourced from Florida Health Finder (Agency for Health Care Administration)

[3] The functional population was determined by multiplying the functional population coefficient by the existing number of beds.
The Assisted Living Facility functional population coefficient is calculated as follows:

Res per Unit	1.00
Occupancy Rate	75.0%
Adjusted Res/ Unit	0.75
Hours at Place	20.00
Workers/Unit	0.33
Work/hrs/day	9.00
Days/week	7.00
FP Factor	0.75

Select Year: 2022 ▼ Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. [1006.25](#), and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. [191.009\(4\)](#).

(b) “Public facilities” has the same meaning as in s. [163.3164](#) and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on the most recent and localized data.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the

local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. [163.3180\(6\)\(h\)2.b.](#), the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. [420.9071](#). If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. [218.32](#), a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63.

**NOTICE OF PUBLIC HEARING
AND SECOND READING**

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, August 15, 2023, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, September 12, 2023, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

**PROPOSED ORDINANCE # 23-17
AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT
FEES BY ADOPTING CHAPTER 9, BUILDING AND BUILDING
REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT
FEES; REPEALING ALL ORDINANCES CONFLICTING
HEREWITH AND PROVIDING AN EFFECTIVE DATE.**

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
August 10, 2023



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.
If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: SLn9HEhWrcqAzHBXMxD4 | **Proof Updated: Aug. 03, 2023 at 07:12pm EDT**
Notice Name: COK*ORDINANCE 23-17*Police-Fire Impact Fees

See Proof on Next Page

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Subtotal	\$59.40
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Total	\$65.34

ITEM 4.D

Public Hearing - First Reading - Proposed Ordinance #23-18 - Amendment to the Parks and Recreation Impact Fee Ordinance

AN ORDINANCE AMENDING "THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE," CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Staff requests approval of the first reading of Proposed Ordinance #23-18 which will amend the Parks and Recreation Impact Fee section of the City Code.

Explanation

The City previously enacted the Parks and Recreational Impact Fee Ordinance, City Code Secs. 28-105 through 28-116 ("the Ordinance"). The ordinance was last updated on March 10, 2009. The City retained Raftelis Financial Consultants, Inc. to review and update the Ordinance. Raftelis created a 2023 Municipal Impact Fee Study, which also serves as a "demonstrated needs study" demonstrating the extraordinary circumstances necessitating the need to exceed the phase-in limitations found in Sec. 163.31801(6), Florida Statutes ("the Raftelis Study"). The City Commission held two public workshops on July 18, 2023 and July 25, 2023 dedicated to public discussion of the extraordinary circumstances leading to the need to exceed the phase-in limitations found in Sec. 163.31801(6), Florida Statutes. This proposed ordinance increases the parks and recreational impact fees to reflect the recommendations in the Raftelis Study. This ordinance must pass by at least a two-thirds Commission vote according to Sec. 163.31801(6)(g)(3) in order to raise parks and recreational impact fees to the amount proposed by the ordinance.

The City currently maintains twenty (20) parks and recreation facilities encompassing approximately 982.80 acres that provide a level of service to existing residents of 11.89 acres of park and recreational lands per 1,000 residents. The Raftelis Study found that the City is anticipated to experience a sizable population increase over the next ten (10) years, which will require additional parks and recreational facilities.

In order to maintain the existing level of service, the increases to the parks and recreational impact fee proposed by this ordinance will help to ensure that new residential development in the City pays a portion of the overall costs related to the additional parks and recreational facilities and capital expenditures needed to accommodate such new development. This increase will also ensure that the fees are in line with increasing construction costs of new facilities that the city has experienced over the past few years. The proposed impact fee increases provide a reasonable and fair method of regulating new development in order to maintain an adequate level of service for parks and recreational facilities which is essential to and in the best interests of the public health, safety, and general welfare of the citizens of Kissimmee. These fees are one-time fees paid prior to permit issuance for any new residential development that will create an impact on the City's parks and recreation system.

Recommendation

Staff recommends approval of the first reading of Proposed Ordinance #23-18 for the Parks and Recreation Impact Fee Amendment.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Steve Lackey

Attachment(s):

1. Parks and Recreation Impact Fee Ordinance with Exhibit A
2. Proposed ORD 23-18 Advertisement - Parks and Rec Impact Fees (Publication Date 08-10-2023)

PROPOSED ORDINANCE NO. 23-18
ORDINANCE NO. _____

**AN ORDINANCE AMENDING “THE KISSIMMEE PARKS
AND RECREATIONAL IMPACT FEE ORDINANCE,”
CODE OF ORDINANCES OF THE CITY OF KISSIMMEE;
CHAPTER 28, PARKS AND RECREATION, ARTICLE III,
IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT
FEES; REPEALING ALL ORDINANCES CONFLICTING
HEREWITH AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Kissimmee, Florida (the “City”) is a municipality granted home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and may exercise its governmental, corporate, and proprietary powers for municipal purposes, including regulation in furtherance of the public health, safety, and welfare; and

WHEREAS, in Sec. 163.31801, Florida Statutes, the Florida Legislature finds that “impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth,” and that “impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction;” and

WHEREAS, the City Commission of the City (the “Commission”) previously enacted the “Kissimmee Parks and Recreational Impact Fee Ordinance,” City Code Secs. 28-105 through 28-116, which was last updated on March 10, 2009 and provides for an assessment of parks and recreational impact fees in the City; and

WHEREAS, the City retained Raftelis Financial Consultants, Inc. (“Raftelis”) to review and update the City’s parks and recreational impact fee and to develop police and fire impact fees; and

WHEREAS, Raftelis prepared a “City of Kissimmee 2023 Municipal Impact Fee Study” dated May 24, 2023 (the “Raftelis Study”), which also serves as a “demonstrated needs study” demonstrating the extraordinary circumstances necessitating the need to exceed the phase-in limitations found in Sec. 163.31801(6)(b), (c), and (d), Florida Statutes; and

WHEREAS, the Commission finds that the Raftelis Study was based upon the most recent and localized data available as required by Sec. 163.31801(4)(a), Florida Statutes, and hereby approves, adopts, and incorporates into this ordinance the Raftelis Study as **Exhibit A** to this ordinance; and

WHEREAS, the Raftelis Study proposed that the City increase Parks and Recreation Impact Fees 100.8% from the existing level for single family dwellings, duplexes, townhouses and triplexes from \$1200.00 to \$2410.00, 178.0% for mobile homes from \$867.06 to \$2410.00, and 107.9% for multi-family residential dwelling units from \$1062.71 to \$2048.00; and

WHEREAS, the Commission accepts the parks and recreational impact fee increase proposal from the Raftelis Study for the reasons provided below; and

WHEREAS, the City currently maintains twenty (20) existing parks and recreation facilities encompassing approximately 982.80 acres that provide amenities including playgrounds, baseball and softball fields, community centers, and athletic centers that provide a level of service to existing residents of 11.89 acres of park and recreational lands per 1,000 residents; and

WHEREAS, the Commission finds that the Parks and Recreation Department operates these parks and recreational facilities throughout the City, and that citizens of Kissimmee actually use and benefit from parks and recreational facilities no matter where they are located in the City, and;

WHEREAS, the Raftelis Study found that the City is anticipated to experience a population increase of 30,671 residents and the addition of 11,000 new residential units over the next ten (10) years; and

WHEREAS, the Commission finds that if the City does not add parks and recreational facilities or expand existing ones by 2032, then the level of service for parks and recreational facilities for the City's residents will be inadequate; and

WHEREAS, the Commission, hereby finds that new residential development in the City requires additional parks and recreational facilities for operation by the City's Parks and Recreation Department; and

WHEREAS, the Commission hereby finds that new residential development should pay a portion of the overall costs related to the additional and existing parks and recreational facilities and capital expenditures needed to accommodate such new development; and

WHEREAS, the Commission hereby finds that it is the purpose of this ordinance to ensure the provision of an adequate level of parks and recreation service throughout the City so that new development may occur in a manner that maintains an adequate level of service for parks and recreational facilities; and

WHEREAS, the Commission hereby finds that it is the purpose of this ordinance to require new residential development to bear a portion of the overall capital costs related to parks and recreational facilities and capital expenditures made necessary by such new development; and

WHEREAS, the Commission hereby finds that impact fees provide a reasonable and fair method of regulating new development to ensure that such new development pays a portion of the capital costs of parks and recreation services necessary to accommodate such new development; and

WHEREAS, the Commission hereby finds that (1) the provision of parks and recreational facilities is an important government good or service, (2) that all new residential development creates an impact upon the cost of providing parks and recreational facilities, and that (3) the cost of providing parks and recreational facilities varies depending upon whether the type of residential development is a multi-family residential dwelling unit or single family dwelling, including a manufactured or mobile home and a dwelling unit within a duplex, townhouse, or triplex; and

WHEREAS, the Commission hereby finds that the additional impact imposed by new residential development upon the capital costs of providing parks and recreational facilities occurs at the time that the new development actually occurs; and

WHEREAS, the Commission hereby finds that maintaining an adequate level of service for parks and recreational facilities is essential to and in the best interests of the public health, safety, and general welfare of the citizens of the City; and

WHEREAS, the intent of the Commission is that impact fees imposed pursuant to this ordinance be used to pay only for the capital costs associated with the additional parks and recreational facilities required for new residential development in the City and recoupment of the portion of the costs of existing and planned parks and recreational facilities that will serve new residential development in the City; and

WHEREAS, the Commission hereby finds, based on the Raftelis Study, that a reasonable relationship, or rational nexus, exists between the need for additional parks and recreational facilities and the growth in population generated by new residential development; and

WHEREAS, the Commission hereby finds, based on the Raftelis Study, that a reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and the benefits of new parks and recreational facilities accruing to new residential development; and

WHEREAS, the Commission finds that the Capital Improvement Plan includes the construction Lancaster Ranch Park, which is a regional park that is intended to serve all of the citizens of the City, expansions and upgrades to existing parks, and the establishment of a new regional park in the Northwest Quadrant of the City and a new regional recreational facility in the Northeast Quadrant of the City over the next ten (10) years and that all these parks and recreation related capital expenditures will very directly benefit new residential development as regional parks are designed to functionally serve the entire community of Kissimmee and the new park and recreational facility will be built near geographic areas expected to experience high residential growth; and

WHEREAS, the Commission finds that the Raftelis Study conservatively estimates the total cost of growth-related parks and recreation capital improvements because the Raftelis Study excludes consideration of the Fieldhouse at Lancaster Ranch Park, a major planned capital improvement, because the City hopes to rely on a public-private partnership to offset some or all of the cost of the Fieldhouse; and

WHEREAS, the Commission finds the City has invested, using original costs less depreciation, \$61.5 million in the existing 20 parks and recreational facilities, that the City anticipated that such parks and recreational facilities would also serve new residential development, and that the City's previous investment in these parks and facilities will directly benefit new residential development; and

WHEREAS, the Commission finds that, according to the Raftelis Study, the City's current parks and recreational impact fee rate is among the lowest of other municipalities in our region; and

WHEREAS, the Commission specifically adopts the finding from the Raftelis Study that recent large inflationary cost increases and the need for additional capital improvements based on a considerable increase in population growth are extraordinary circumstances that justify increasing the parks and recreational impact fee beyond the phase-in limitations found in Sec. 163.31801(6)(b), (c), and (d), Florida Statutes; and

WHEREAS, the Commission finds that the proposed increase in the park and recreational impact fee is reasonable in light of the Raftelis Study's findings that, within our county, Osceola County imposes a parks and recreational impact fee of \$2,305.00 for each single family residential unit and the City of St. Cloud imposes a parks and recreational impact fee of \$2,865.00 for each single family residential unit; and

WHEREAS, the City held two publicly noticed workshops on July 18, 2023 and July 25, 2023 dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations found in Sec. 163.31801(6)(b), (c), and (d), Florida Statutes; and

WHEREAS, Sec. 163.31801(11), Florida Statutes, allows a municipality to provide an exception or waiver for impact fees for the development or construction of affordable housing; and

WHEREAS, the Commission seeks to avoid any adverse effects of affordable housing by providing for such a waiver.

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

SECTION 1. Chapter 28, Parks and Recreation, Article III, Impact Fees, Division 2, Recreational Impact Fees, of the Code of Ordinances of the City of Kissimmee, Florida is hereby renumbered as Chapter 9, Building and Building Regulations, Article XI, Parks and Recreational Impact Fees and amended to read as follows:

~~DIVISION 2.~~ ARTICLE XI. – PARKS AND RECREATIONAL IMPACT FEES¹

Sec. ~~9-59628-105.~~ Title, authority and applicability.

This ~~division~~ article shall be known and may be cited as the Kissimmee Parks and Recreational Impact Fee Ordinance. The provisions of this ~~division~~ article shall apply to all land development in the incorporated areas of the City, unless otherwise provided hereinafter. This ~~division~~ article and the obligations herein for payment of parks and recreational impact fees shall apply to all development projects that apply for a building permit ~~and~~ or a certificate of occupancy, unless otherwise provided hereinafter.

Sec. ~~9-59728-106.~~ Findings.

To ensure development of adequate parks and recreational facilities for residents of the City, it is determined to be to the benefit of all residents of the City for there to be a parks and recreational impact fee to guarantee the acquisition, development and capital improvements for city parks and recreation areas to remain concurrent with growth. The city commission specifically finds that:

- (1) The City Commission has reviewed and considered the 2023 Municipal Impact Fee Study (hereinafter “Study”) conducted Raftelis Financial Consultants, dated May 24, 2023 and

¹State law reference(s)—Authority to levy impact fees, F.S. § 163.31801~~2~~; requirement to disclose impact fees on bid requests, F.S. § 218.80.

hereby adopts and incorporates by reference its facts, findings and conclusions as the basis for this article. A copy of the report is in the office of the City Clerk.

- (2) The Study is based on the most recent and localized data.
- (13) The City has the responsibility to provide community parks and recreational facilities. The city parks and recreational areas which benefit residents of the City as well as the county.
- (2 4) Development necessitated by the residential growth contemplated in the Study comprehensive plan will require improvements and additions to parks and recreational facilities.
- (45) Future growth should contribute its fair share to the costs of improvements and additions to parks and recreational facilities to accommodate the demand of such growth.
- (56) The imposition of a parks and recreational impact fee is to provide a source of revenue to partially fund the construction of various improvements to the parks and recreation system of the City necessary to accommodate the demand of such growth.
- (6) The city has the legal responsibility to collect parks and recreational impact fees for the city park system.
- (7) The purpose of this division article is to regulate the development of land within the City by requiring payment of parks and recreational impact fees by residential development and to provide for the costs of capital improvements to the City park system, which are required to accommodate growth. This division article is not to be construed to permit the collection of parks and recreational impact fees in excess of the amount reasonably anticipated to offset the demand on the City park system generated by residential development.
- (8) A reasonable relationship, or rational nexus, exists between the need for additional parks and recreational facilities and the growth in population generated by new residential development.
- (9) A reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and the benefits of new parks and recreational facilities accruing to new residential development.
- (10) A reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and certain existing and planned parks and recreational facilities identified in the Study to the increased impact generated by new residential development.
- (11) Proposed residential development is presumed to have the maximum incremental impact on the City's parks and recreational system as such impact is determined by the Study.
- (12) The cost of providing parks and recreational facilities varies depending upon whether the type of residential development is a multi-family residential dwelling unit or single family dwelling, including a manufactured or mobile home or a dwelling unit within a duplex, townhouse, or triplex.

Sec. ~~9-59828-107~~. Impact fee imposed.

- (a) The terms used in this section are defined in Part III, Land Development Code, Chapter 14-2 of this code.

(b) Unless Section 9-599 applies, there is hereby imposed for all each dwelling units constructed within the City, an impact fee as follows:

- (1) Single family dwelling detached, manufactured home, mobile home, duplex, townhouse or triplex: \$1,200.00 2,410.00.
- (2) Multiple-Multi-family residential: \$985.29 2,048.00.
- (3) Mobile home: \$867.06.

(c) In the event a development project involves a mixed-use project For mixed-use developments, the an impact fees shall be imposed for calculated upon each separate residential use included in within the mixed-use development project.

Sec. 9-59928-108. Alternate impact fee calculation.

In the event an applicant believes that the impact to the City park system necessitated by its development project is less than assumed under the applicable impact fee category adopted in section ~~28-1079~~9-598, such applicant may, prior to issuance of a building permit for the development project, file with the City Manager or their his designee an alternative impact fee study that seeks to establish an alternative fee using the methodology contained in the 2008 ~~Impact Fee Study~~ adopted by the Commission. The City Manager shall review the alternative calculations of the fee and make a determination within thirty (30) days of receipt from the applicant as to whether such calculation complies with the requirements of this ~~division~~ article. Failure to render a decision within thirty (30) days shall be deemed a denial.

Sec. 9-60028-109. Donation of land in lieu of money Credits.

Credit against the park and recreational impact fee is available as follows:

- (a) Demolition, relocation, or cessation of use. Persons or entities responsible for the demolition, relocation, or cessation of a residential unit are entitled to a credit against their subsequent parks and recreational impact fee liability, but the credit must be used within ten (10) years of issuance and a written request for the credit must be delivered to the Development Services Director within three years of the demolition, relocation, or cessation of use. Credit shall be issued in writing by the Development Services Director and shall be valued at the present parks and recreational impact fee rate for the type of residential unit that was subject to demolition, relocation, or cessation of use at the time the credit is used. Credit may be transferred to successors in interest to the land where the demolition, relocation, or abandonment occurred, but may not be transferred for use on other property.
- (b) Developer improvements. Applicants are entitled to credit against their parks and recreational impact fee liability in an amount equal to the value of park improvements contributed to the City, provided that:
 - (1) The park or recreational facility or improvement is required by the city's Land Development Code; and
 - (2) The proposed park or recreational facility or improvement is reviewed and accepted by the Development Services Director; and

- (3) The park or recreational facility or improvement is made directly by the applicant; and
- (4) The City and the applicant enter into a parks impact fee credit agreement setting forth the terms and conditions of the credit, including but not limited to, the valuation of the contributed park or recreational facility or improvement, the assignability of credits, the timing of contributions, and the expiration of credits. Agreements entered into pursuant to this paragraph must be approved by the City Manager before any park or recreational facility or improvement is contributed to the City. The agreement may provide for execution by mortgagees, lienholders, or contract purchasers in addition to the applicant, and may permit any party to record the agreement in the official records of Osceola County. The City Manager may approve an agreement pursuant to this subsection only if they find that the agreement will fairly apportion the costs associated with providing new parks and recreational facilities consistent with Florida law relating to impact fees. Recognizing the extraordinary staff time involved with reviewing a proposed credit agreement, City Manager, through a written policy, may establish an appropriate fee for the submission of credit proposals pursuant to this subsection of this code.
- (c) ~~Donations of land. When the payment of the parks and recreational impact fee exceeds \$250,000.00, the City commission~~ Manager may at its in their sole discretion accept a parks impact fee credit agreement, which complies with section 9-600(b)(4) of this code for the ~~dedication~~ donation of land in lieu of money exchange for a parks impact fee credit. The minimum useable acreage for each parcel eligible for this donation shall be five acres unless the land is for a specialty park such as a trail segment, pocket park, or a park adjacent to a body of water. The lands must be acceptable to the City in terms of suitable size, soil type, topography, dimensions, location and accessibility have adequate road access, be dry and be suitable for recreational purposes. Such lands deemed acceptable to the ~~commission~~ City Manager shall be conveyed to the City, fee simple absolute, free and clear of encumbrances. The City Manager may approve an agreement pursuant to subsection only if they find that the agreement will fairly apportion the costs associated with providing new parks and recreational facilities consistent with Florida law relating to impact fees.

Sec. ~~9-60128-110~~. Other recreational ~~restrictions~~ regulations.

The provisions of this ~~division~~ article are the minimum standards. Nothing in this ~~division~~ article shall be construed as prohibiting a developer from reserving other lands for recreational purposes in addition to the requirements of this ~~division~~ article. Furthermore, nothing contained in this ~~division~~ article shall be construed as a waiver, satisfaction, or omission of other open space or recreational standards or requirements required in subpart B.

Sec. ~~9-60228-111~~. Exemptions Waivers.

~~Commercial development/subdivisions shall be exempt from the requirements of this division.~~

The requirements of this article may be waived, in whole or in part, at the sole option of the City Manager or their designee for affordable housing that meets or exceeds the definition in sec. 420.9071, Florida Statutes. The decision to grant a waiver and the value of that waiver will depend upon the level and duration of such affordability.

Sec. ~~9-60328-112~~. Payment.

- (a) Except as otherwise provided in this ~~division~~ article, prior to the issuance of a building permit for a residential development project, an applicant shall pay the parks and recreational impact fee, as applicable. The applicable impact fee shall be paid directly to the City Manager or his designee.
- (b) The obligation for payment of the impact fee shall run with the land.
- (c) The payment of the impact fee shall be in addition to any other fees, charges or assessments of the city due upon the issuance of a building permit.

Sec. ~~9-60428-113~~. ~~Alternative collection method~~ Legal means of enforcement.

~~In the event the impact fee is not paid prior to the issuance of a building permit for the affected residential development project, the city may elect to collect the impact fee by any other method which is authorized by law.~~

Notwithstanding any other provision of this article, the City may enforce through any available legal means, including any appropriate action in the circuit court in and for Osceola County, Florida, its rights under this article against any person or entity subject to pay any impact fee hereunder, including but not limited to an action for injunctive relief in the event a building permit is issued without the payment of the proper impact fee, or an action for damages for the collection of impact fees due and payable.

Sec. ~~9-60528-114~~. Refund of fees paid.

- (a) Any funds not expended or encumbered by the end of the calendar quarter immediately following ten (10) years from the date the impact fee was paid, shall, upon written application of the fee payer submitted to the city within 180 days of notification as hereafter provided, be returned to ~~him~~ the fee payer with no interest. Failure to submit a timely written application shall result in remittance of the fees paid to the parks and recreational fee trust fund and the fee payer's claim shall be barred. ~~The city shall send written notice to the fee payer of eligibility to make application for refund within six days of the date the fee becomes eligible for refund. Mailing to the fee payer's address as set forth on the building permit application shall be deemed sufficient.~~
- (b) The petition for refund shall be submitted to the City Manager and shall contain:
 - (1) A notarized sworn statement that the petitioner is the current owner of the property on behalf of which the impact fee was paid.
 - (2) A copy of the dated receipt issued for payment of such fee or such other record as would indicate payment of such fee.
 - (3) A certified copy of the latest recorded deed.
 - (4) A copy of the most recent ad valorem tax bill.
- (c) Within three (3) months from the date of receipt of a petition for refund, the City Manager will advise the owner of the status of the impact fee requested for refund, and if such impact fee has not been spent or encumbered within the applicable time period, then it shall be returned to the petitioner. The City ~~shall~~ may retain up to three (3%) percent of the impact

fee, based on the City's actual costs, to offset the costs of administering the refund. For the purposes of this ~~division~~ article, fees collected shall be deemed to be spent or encumbered on the basis of the first fee in, shall be the first fee out.

- (d) All impact fees paid for a building permit which subsequently expires or is otherwise invalidated prior to completion of the permitted land development activity shall be nonrefundable subject to the appeal provisions in section ~~28-1169-607~~.

Sec. ~~9-60628-115~~. Use of impact fee proceeds.

- (a) The Commission hereby establishes one separate trust account for the parks and recreational impact fee, which account shall be maintained separate and apart from all other accounts of the City, to ensure that all impact fee collections and expenditures are properly deposited, accounted for, reported, and appropriated in accordance with this ~~division~~ article and any other applicable legal requirements.
- (b) All impact fees shall be deposited into this trust account immediately upon receipt. Interest accruing thereto shall be deposited into this account.
- (c) Except as provided by subsection (i), the monies deposited into this impact fee trust account shall be used solely for fixed capital expenditures or fixed capital outlay, excluding the cost of repairs and maintenance, associated with the purpose of purchase, constructing on, reconstruction or improvement of parks and recreational facilities included in within the City, except according to subsections (g) and (h) below, that benefit new users and have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the parks and recreational facility into service. ~~may be used for:~~
 - (1) ~~Design, engineering, and construction plan preparation;~~
 - (2) ~~Permitting costs;~~
 - (3) ~~Property acquisition, including any costs of acquisition or condemnation;~~
 - (4) ~~Construction of new parks and recreation facilities and landscape when built concurrent with and part of a construction project;~~
 - (5) ~~Construction of new drainage facilities in conjunction with park construction;~~
 - (6) ~~Purchase and installation of traffic signals, and pavement markings with park construction;~~
 - (7) ~~Construction of new curbs, medians, and shoulders when built concurrent with part of a park construction project;~~
 - (8) ~~Relocating utilities to accommodate new park construction;~~
 - (9) ~~Construction management and inspection;~~
 - (10) ~~Surveying and soils and material testing;~~
 - (11) ~~Repayment of monies transferred or borrowed from any budgetary fund of the city which were used to fund any growth impacted construction or improvements as herein defined;~~

~~(12) Payment of principal and interest, necessary reserves and costs of issuance of any bonds or other indebtedness issued by the city to provide funds to construct or acquire growth capital improvements for parks and recreation;~~

~~(13) Park and recreation planning, design, development and engineering.~~

- (d) The monies deposited into the impact fee trust account shall not be used for any expenditure that would be classified as a maintenance or repair expense.
- (e) Any monies on deposit which are not immediately necessary for expenditure may be invested by the City. All income derived from such investments shall be deposited in the impact fee trust account and used as provided herein.
- (f) Each fiscal year the City Manager shall present to the City Commission, a proposed capital improvement program, which shall assign funds, including any accrued interest, from the impact fee trust fund, to specific park and recreation improvement projects and related expenses. Monies, including any accrued interest, not assigned to any fiscal year, shall be retained in the impact fee trust fund until the next fiscal year, except as provided by section 28-1149-605.
- (g) The City may enter into an interlocal agreement with the county to contribute a portion of funds collected under this ~~division~~ article. The purpose of this agreement is to assist the county to defray the costs of county parks or recreational facilities that meet the needs of the City's park and recreational programs or services City residents.
- (h) The City may enter into an interlocal agreement with the state to contribute a portion of the funds collected under this ~~division~~ article. The purpose of this agreement is to assist the state to defray the costs of state parks and recreational facilities that meet the City's park and recreational programs and services City residents.
- (i) The City may retain up to three percent of all impact fees received, based on its actual costs, as an administrative fee to defray the costs of administering the impact fees.

Sec. ~~9-60728-116~~. Review hearings.

- (a) An applicant or owner who is required to pay an impact fee shall have the right to request a review hearing.
- (b) Such hearing shall be limited to the review of the following:
 - (1) The application or calculation of the impact fee; and
 - (2) The rejection of the alternative impact fee calculation.
- (c) Such hearing shall be requested by the applicant or owner within thirty (30) days of the date of first receipt of the following:
 - (1) Notice that the impact fee is due; or
 - (2) Negative determination on a proposed alternative ~~road~~-impact fee calculation under section 9-599.
 - (3) Failure to request a hearing within the time provided shall be deemed a waiver of such right.

- (d) The request for hearing shall be filed with the City Manager and shall contain the following:
 - (1) The name and address of the applicant or owner;
 - (2) The legal description of the property in question;
 - (3) If issued, the date the building permit and certificate of occupancy were issued;
 - (4) A description of the nature of the construction being undertaken;
 - (5) If paid, the date the impact fee was paid; and
 - (6) A statement of the reasons why the applicant or owner is requesting the hearing.
- (e) Upon receipt of such request, the City Manager shall schedule a hearing before the Commission at a regularly-scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the applicant and owner written notice of the time and place of the hearing. Such hearing shall be held within sixty (60) days of the date the request for hearing was filed.
- (f) Such hearing shall be before the Commission and shall be conducted in a manner designed to obtain all information and evidence relevant to the requested hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence.
- (g) Any applicant or owner who requests a hearing pursuant to this section and desires the immediate issuance of a building permit, or if a building permit has been issued without the payment of the impact fee, shall, prior to or at the time the request for hearing is filed, pay the applicable impact fee ~~as applicable~~. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any review rights.
- (h) An applicant or owner may request a hearing under this section without paying the applicable impact fee, but no building permit shall be issued until such impact fee is paid in the amount initially calculated or the amount approved upon completion of the review provided in this section.
- (i) The decision of the City Commission shall be final.

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

SECTION 3. The City Clerk and the City Attorney shall cause the Code of the City of Kissimmee, Florida to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 4. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 5. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 6. This ordinance shall take effect ninety (90) days after its passage and apply to building permit applications submitted to the City after the effective date of this ordinance and to building permit applications submitted to the City prior to the effective date of this ordinance if the applicant has not paid the building permit application fee prior to the effective date of this ordinance.

BE IT ORDAINED, by the City Commission of the City of Kissimmee this _____ day of _____, 2023.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT A
2023 MUNICIPAL IMPACT FEE STUDY

City of **Kissimmee**

2023 Municipal Impact Fee Study

May 24, 2023 – Final



May 24, 2023

Mr. Steve Lackey
Director of Parks & Recreation
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Subject: 2023 Municipal Impact Fee Study

Dear Mr. Lackey,

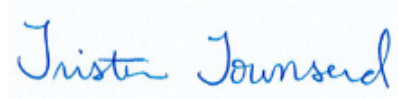
Enclosed is the 2023 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report provides for the update of the parks and recreation impact fees as well as the calculations for new impact fees for police and fire services. This report will serve as the “demonstrated needs study” as outlined in F.S. 163.31801 for the purpose of providing justification for implementing impact fee increases pursuant to “extraordinary circumstances”. If you should have any questions, please do not hesitate to contact me. We appreciate the opportunity to work with you and the City on this important project.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.



Joe Williams
Senior Manager



Tristen Townsend
Associate Consultant

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Exhibit 1: Non-Residential Functional Population

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Appendix A: Chapter 163.31801 Florida Statutes

Executive Summary

Introduction

The City of Kissimmee (City) has retained Raftelis Financial Consultants, Inc. (Raftelis) to review and update the City's recreation impact fees. Additionally, the City requested that Raftelis develop police and fire impact fees for consideration since these are not currently charged, but are a common funding source used by municipalities for funding infrastructure expansion and investments so these departments can continue providing a high level of service as new development provides for increased demands. Impact fees are important sources of revenue for municipalities to fund infrastructure investments related to serving growth. Growth in the City is anticipated to be considerable over the next 10-years with estimates supporting over 11,000 new residential units and population increasing by over 30,000. The impact fee calculations are based on the costs to provide the necessary infrastructure, to address demands related to growth, unique to each service provided by the City. The impact fees calculated in this study have considered Florida case law, Florida Statutes, and generally acceptable impact fee methodologies, where applicable.

The City is expected to experience a considerable amount of growth and development over the next ten years. Therefore, it is important the City establish appropriate impact fees to maintain a high level of service for the various services offered. With expansion helping fund the infrastructure related to the services provided, it will allow the City to expand and keep up with new growth.

The report herein outlines the methodologies, assumptions, and considerations in the development of each impact fee calculation. The following tables summarize the City's existing residential municipal impact fees compared to the fully calculated impact fees based on the analysis in this report:

Table ES 1: Existing and Calculated Single Family Residential Impact Fees

Description	Existing	Calculated Fee	Difference	% Difference
Police	\$0.00	\$489.00	\$489.00	N/A
Fire	0.00	529.00	529.00	N/A
Parks and Recreation	1,200.00	2,410.00	1,210.00	100.83%
Total	\$1,200.00	\$3,428.00	\$2,228.00	185.67%

Table ES 2: Proposed Police Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	\$489.00
Multi-Family (4+ Units)	Per Dwelling Unit	416.00
Non-Residential		
Industrial/Warehousing	Per Sq. Ft	0.088
Hotel	Per Room	166.00
Recreational	Per Sq. Ft	0.252
Institutional	Per Sq. Ft	0.254
Office Building	Per Sq. Ft	0.202
Retail	Per Sq. Ft	0.463
ALF	Per Bed	153.00

Table ES 3: Proposed Fire Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	\$529.00
Multi-Family (4+ Units)	Per Dwelling Unit	451.00
Non-Residential		
Industrial/Warehousing	Per Sq. Ft	0.096
Hotel	Per Room	179.00
Recreational	Per Sq. Ft	0.273
Institutional	Per Sq. Ft	0.276
Office Building	Per Sq. Ft	0.219
Retail	Per Sq. Ft	0.502
ALF	Per Bed	166.00

Table ES 4: Proposed Parks & Recreation Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	\$2,410.00
Multi-Family (4+ Units)	Per Dwelling Unit	2,048.00

Recent updates to the Florida Impact Fee Act (F.S. 163.31801 section (6)) provide limitations on increasing impact fees, outside of extraordinary circumstances, to a maximum of 50%. If the existing impact fee is increasing it should be phased in over a two or four year period, based on the level of increase. However, F.S. 163.31801 also has a provision for extraordinary circumstances. Our reading of the Florida Impact Fee Act indicates that when adopting new fees, as is the case for the City's police and fire impact fees, the phase in limitations do not apply. The City should consult with their legal counsel on this matter.

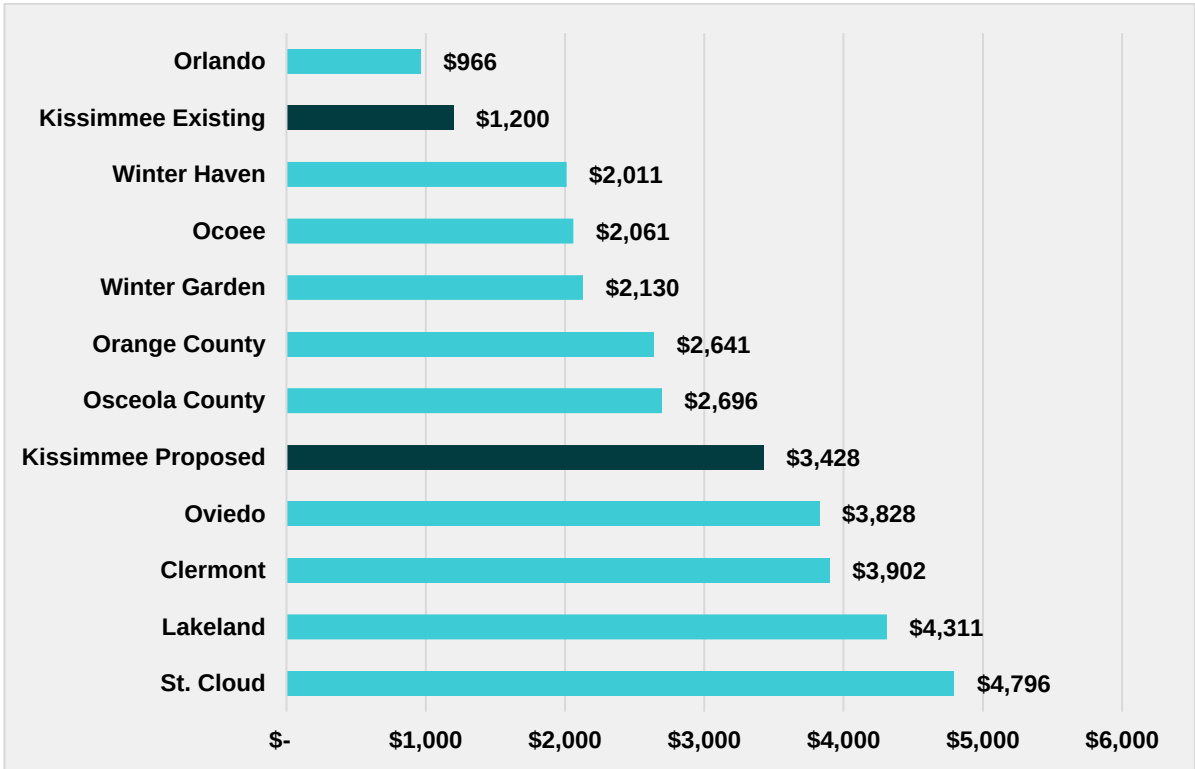
For the parks and recreation impact fees that are calculated to increase above the 50% threshold, this study demonstrates the extraordinary circumstances including recent large inflationary cost increases plus significant additional capital improvements required to serve growth, as there will be increased demand on the City's services for Parks & Recreation. These significant and extraordinary capital needs justify having the fully calculated fees implemented. If the City does not charge the fully calculated fees, growth will not fully pay its fair share of the project costs and existing residents will pick up the burden. Additional tables and discussion, including of extraordinary circumstances as applicable are provided in each section of this report. This study will serve as the "demonstrated needs study" for the City's justification of extraordinary circumstances, pursuant to requirements of F.S. 163.31801.

For affordable housing developments, the City is able to provide an exception for impact fees if deemed appropriate, per F.S. 163.31801 (11) and the City would not be required to use any revenues to offset the impact.

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A comparison of the City’s existing and fully calculated fees with other municipalities are shown below for informational purposes:

Figure 1: Single Family Police, Fire, and Parks Impact Fee Comparison



Note: The City of Orlando does not impose impact fees for fire or police services. Osceola County does not impose impact fees for police services.

As shown above, the City’s calculated fees based on the most recent data are comparable to impact fees charged by other nearby municipalities.

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Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during our investigation, analyses, and preparation of this report:

1. The imposition of impact fees must satisfy the rational nexus requirements as determined by case law. The impact fees must be reasonably related to the capital cost of providing capital facilities/equipment needed to accommodate needs attributable to new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these precedents and the requirements set forth in Florida Statutes Section 163.31801.
2. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees, subject to meeting all provisions of F.S. 163.31801. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally to maintain the calculations herein in the correct proportions. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources, largely derived from existing residents and businesses, to meet the demands of growth.
3. Should the City move forward with adopting the fees as proposed, with new land uses, and for the parks & recreation fee amounts that will exceed the 50% increase limitations outlined in F.S. 163.31801, all requirements of the Statute should be met including holding two publicly noticed workshops dedicated to discussing the extraordinary needs.
4. In compliance with Florida Statutes the City should continue to collect and maintain revenue collected from each type of municipal impact fee in designated sub-accounts and use such fees on those facilities designated for each purpose.
5. The City should re-evaluate its municipal impact fees no later than 2028 to maintain compliance with state statutes and since statutes now limit impact fee increases to no more than every four years.
6. The City should provide 90 days notice prior to the implementation of new or increased fees levels pursuant to the requirements outlined in F.S. 163.31801.

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Section 1 – Introduction

Introduction

The City of Kissimmee (the “City”) is located in Osceola County, to the south of Orlando, and has a total area of approximately 22.2 square miles. The City provides a full range of municipal services including police services, fire services, and recreation activities. According to the University of Florida, Bureau of Economic & Business Research (BEBR), the City’s population is estimated at 82,005 as of 2022. Over the past five years, according to the BEBR population estimates for 2017 of 69,962 as compared to 2022 of 82,005, the average annual growth rate has been 3.23%. Discussions with City staff and review of permit information for 2022 suggest the City is expecting a considerable amount of growth from 2023 through 2032 (Forecast Period). For purposes of this report, it is estimated that the average annual growth rate of 3.23% will continue, resulting in population of 112,676 by 2032. This level of growth represents an increase of over 30,000 residents and 11,000 dwelling units, which is nearly a 40% increase in population over the Forecast Period.

Impact Fee Background

Impact fees are one-time charges established as a means to recover in whole or in part, the costs associated with infrastructure and capital equipment needed to accommodate the demands anticipated to be generated by new development. Such capital costs generally include the construction of facilities together with necessary land costs. However, recent changes to Florida Statutes governing impact fees require a minimum of five (5) year service life and therefore the impact fee calculations herein include only assets that meet this minimum. Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, in 2006, Section 163.31801 was added to the Florida Statutes, which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 such as limiting the percentage increase for a change in impact fees. Appendix A at the end of the report includes the full Florida impact fee statute.

Although the statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Case law precedent for impact fees in Florida was originally set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida. In the ruling, the court identified certain conditions as necessarily present in order to have a valid impact fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;
3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and
4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Summary of Report

In addition to Section 1, this report has been subdivided into four other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – Service Area and Functional Population. This section of the report provides a general discussion of the residential and non-residential land use characteristics, and development of functional population estimates for both existing and future development.

Section 3 – Police Services Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing police services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Fire/Rescue Impact Fee. This section discusses the calculation of the proposed impact fee for the capital requirements associated with providing fire/rescue services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 5 – Parks and Recreation Impact Fee. This section discusses the development of the proposed impact fee for the capital requirements associated with providing parks and recreation facilities, the methodology for the proposed fees, assumptions and other factors associated with the fee determination. Parks and recreation impact fees apply only to residential development.

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Section 2 – Service Area and Functional Population

General

This section provides a general discussion of the current service area, population, and functional population factors.

Population and Development Forecast

As mentioned in Section 1, using 2022 BEBR population estimates, the 2022 population is estimated to be 82,005. Over the past five years, according to the BEBR population estimates for 2017 of 69,962 as compared to 2022 of 82,005, the average annual growth rate has been 3.23%. For purposes of this report, it is estimated that the average annual growth rate of 3.23% will continue, resulting in population of 112,676 by 2032.

Current 2022 property data was obtained from the Osceola County Property Appraiser, which provides details on the number of parcels, units, and square feet by land-use within City limits. In total, the data indicated there are 29,796 residential dwelling units (including single family, multi-family, and manufactured homes) developed in the City along with 14,404,970 square feet (SF) of non-residential building space. Based on the 29,796 residential dwelling units and the 2022 population estimate of 82,005, there are on average 2.75 persons per residential dwelling unit.

To determine a potential difference in functional population for single family versus multi-family units, certain data from the US Census was obtained. Table B25024 (provides the number of units by type of dwelling – single family versus multi-family) and Table B25033 (provides the population by number of units by type of dwelling) were summarized to determine the estimated persons per household in the City. These tables are estimates and based on the American Community Survey (ACS) 5-year estimates for 2020. Based on the data from these two tables, as demonstrated on the table below, it was determined that on average multi-family units had a ratio of 85%.

Table 1: Single Family and Multi-family Persons per Household

Classification	Units in Structure	Dwelling Units [1]	Population [2]	Persons Per Household [3]	% of Single Family [4]
Single Family	1, detached or attached	15,561	41,183	2.60	
	2 to 4	3,118	7,305		
	Mobile Home	1,140	3,060		
	Subtotal	19,819	51,548		
Multi-Family	5 or more	9,049	20,176	2.23	85%
	Subtotal	9,049	20,176		

[1] From ACS Table B25024, estimates for 2020.

[2] From ACS Table B25033, estimates for 2020.

[3] Persons per household calculation for 2020 estimates. Primarily used to develop the ratio of multi-family to single family.

[4] Multi-family persons per household 2.23 divided by Single Family persons per household 2.60 and rounded down to 85%.

The data obtained from the US Census, as demonstrated on Table 1 above, was only relied on to determine the ratio of persons per unit between the single family and multi-family categories. The current 2022 population data and unit data, as previously discussed is relied upon as being the most current and accurate data sets. After applying the 85% multi-family factor to the current 2022 data the persons per household figures are calculated to be 2.93 persons per single family unit and 2.49 persons per multi-family unit.

Functional Population Parameters

A goal of the impact fee study is to assign the costs associated with each service provided to new development or re-development requiring an increased level of services on an equivalent unit basis. Two primary methods of allocating costs include 1) actual service calls based on historical records; and 2) population figures weighted and adjusted for time spent at various land uses based on traffic and other data. This study uses a method that allocates costs using population figures weighted and adjusted for time spent at various land uses based on traffic and other data and is commonly referred to as “functional population”. The functional population analysis typically relies on trip data obtained through survey sources. Trip data is readily available from sources such as the Institute of Transportation Engineers (ITE) and is widely accepted for the purpose of identifying functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. Functional population measures the number of persons at a particular location measured over a 24-hour period. For example, for single family residential, a typical functional population would reflect a person at home 100 hours per week (e.g. 10-14 hours per day during weekdays and 20 -30 hours during the weekend). Based on 168 hours per week, this equates to 60% occupancy or 0.6 functional population per resident. Applying this factor to the average household size throughout the City of 2.75 persons equates to a 1.65 functional population per residential unit. Table 2 summarizes the existing single family and multi-family functional population based on these criteria:

Table 2: Residential Functional Population

Housing Type	2022 Population [1]	2022 Households [2]	Average Household Size	Occupancy Factor [3]	Functional Population/ Unit	2022 Functional Population
		(a)	(b)	(c)	(b) x (c) = (d)	(a) x (d)
Single Family, Duplex, & Triplex	51,613	17,602	2.93	60.0%	1.76	30,980
Multi-Family (4+ Units)	30,392	12,194	2.49	60.0%	1.50	18,291
Total	82,005	29,796	2.75		1.65	49,271

[1] Population data estimated using the 2022 BEBR population estimates.

[2] Households obtained from property data obtained from Osceola County Property Appraiser in September 2022.

[3] Amount assumes 100 hours spent at home out of a 168-hour week.

For non-residential land uses, the functional population is determined through the process of applying the following attributes to each land use, typically measured per 1,000 square feet (i.e., per unit): 1) trips per unit and employees staffed per unit; 2) trip end adjustment; 3) hours worked by employees; 4) occupants per trip; 5) number of visitors, visitor hours, and visitor hours per week. Trip and employee data are primarily obtained from the ITE manual (11th Edition, 2021), and visitors and other data is obtained from sources including the 2017 National Household Travel Survey (U.S. Department of Transportation). Table 3 summarizes this process below:

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Table 3: Non-Residential Functional Population

Land Use	Bldg. SF	Functional Population Coefficient [1]	2022 Functional Population [2]
	(a)	(b)	(a) x (b) ÷ 1000
Industrial/Warehousing	2,249,288	0.43	972
Hotel	604,094	0.81	1,479
Recreational	153,160	1.23	188
Institutional	3,648,446	1.24	4,523
Office Building	2,687,528	0.98	2,646
Retail	4,923,358	2.26	11,110
Assisted Living Facility	139,096	0.75	280
Total	14,404,970		21,198

[1] Coefficients provided on Exhibit 1.

[2] Amounts rounded.

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing and future development. As shown in Table 2, there were 29,796 residential units in the City in 2022. Following discussions with City staff, as well as comparing with the next five years of planned development in the City, the compound annual growth rate of 3.23% based on BEBR population estimates between 2017 – 2022 was used to forecast residential growth. Assuming consistent growth over ten years, this would result in an additional 11,144 residential units by 2032. For forecasting purposes and appropriate allocation of certain major infrastructure improvements, it is assumed an additional 11,144 new residential units will be constructed between 2033 and 2042 (the 2nd 10-year period). The table below summarizes the expected residential growth in the City by year 2032, which will serve as the primary basis for cost allocations, future functional population, and impact fee levels.

Table 4: Residential Functional Population Growth

Housing Type	2022 Functional Population	Functional Population/Unit	2032 Households	2032 Functional Population
Residential	49,276	1.65	40,940	67,706

As shown below, the 2022 non-residential functional population is 21,198 and is forecast to grow by 7,923 to 29,121 by 2032. The projected 2032 building square feet amount is based on applying the existing ratio of non-residential to residential square feet of 0.342 to the estimated residential square feet over the Forecast Period.

Table 5: Non-Residential Functional Population Growth

Year	Building Square Feet	Functional Population
2022	14,404,970	21,198
2032	19,788,870	29,121

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The following summarizes the existing and projected functional population:

Table 6: Summary of Functional Population

Land Use	2022 Functional Population	2032 Functional Population	Percent in 2032
Residential	49,271	67,698	69.9%
Non-Residential	21,198	29,121	30.1%
Total	70,469	96,819	100.0%

The trip rates and other assumptions used from ITE and the National Household Travel Survey are representative of national averages. In order to localize the functional population estimates, the data is weighted using the 2019 Inflow/Outflow Report from the US Census that is specific to the City, the most current version available at the time of this analysis. The Census Inflow/Outflow Analysis report shows how many residents work inside and outside of the city daily, as well as how many non-residents work inside the city. While the data lags slightly in updates, it is representative of the traffic patterns and is a reliable source for the purposes of this cost apportionment.

According to the Inflow/Outflow Report, there are 35,057 residents from the City in the work force. Of those, 2,628 work within the City and the other 32,429 work outside of the City. Using the 2019 population of 74,800, it can be assumed that 39,743 residents are not working. It is assumed that a resident not working would spend 20 hours at home and that residents working would spend 14 hours at home. This would give a total of 1,285,658 residential hours (hours spent at home).

Table 7: Functional Population Weighting Residential Hours

Description	Population	Hours Spent at Home	Residential Hours
	(a)	(b)	(c) = (a) x (b)
2019 Population [1]	74,800		
Residential			
Residents Not Working [2]	39,743	20.0	794,860
Residential Work Force			
Works Inside City [3]	2,628	14.0	36,792
Works Outside City [3]	32,429	14.0	454,006
Total Residential Hours			1,285,658
Residential Share of Person Hours			75.9%
Non-Residential			
Residents Not Working [2]	39,743	4.0	158,972
Jobs Located in City			
Residents Working in City [3]	2,628	10.0	26,280
Non-resident Workers (inflow commuters) [3]	22,377	10.0	223,770
Total Non-Resident Hours			409,022
Non-Residential Share of Person Hours			24.1%
Total Daily Hours Within the City			1,694,680

[1] Population estimate based on BEBR.

[2] Amount derived from subtracting the Residential Work Force from the 2019 Population

[3] Amount comes from US Census 2019 Inflow/Outflow Count of All Jobs Report

As shown on the table above, Residential Hours account for 75.9% (1,285,658 / 1,694,680) of total daily hours spent within the City and Non-residential accounts for 24.1% (409,011 / 1,694,680). These percentages are used to allocate the capital costs for police and fire impact fee calculations.

Below is a list of the non-residential land uses:

- Industrial/Manufacturing – Generally includes Light Industrial, Heavy Industrial, Manufacturing, Mini-warehousing, and Industrial Parks.
- Hotel – A place of lodging that provides sleeping accommodation. Includes suites hotel, motel, resort hotels, etc.
- Recreational – Generally includes cultural organization facilities, camps, clubs, lodges, union halls, tourist attractions, and exhibits.
- Institutional – Generally includes schools, daycares, religious facilities, medical clinics, medical office buildings, and hospitals.
- Office Building – This land use consists of various types of office building.
- Retail – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, auto repair shops, restaurants, and several others. If shell buildings are built in commercial areas, the retail rate will apply to the entire building.
- Assisted Living Facility – Generally consists of assisted living facilities including: senior adult housing, congregate care facilities, retirement homes, nursing homes, and similar land uses.

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Section 3 – Police Impact Fee

Introduction

The City maintains a Police Department (Police Department) to provide law enforcement services and ensure the safety and well-being of the community and residents of the City of Kissimmee. The Police Department currently staffs 158 sworn officers and 91.5 civilian support positions to serve the City’s existing population of 82,005. The Police Department operates out of one station near the east side of the City and utilizes a recently built public safety facility for training. With considerable potential growth on the near-term horizon, the Police Department will require infrastructure and capital investments to maintain appropriate staffing ratios, office space needs, and to provide the vehicles necessary to new officers.

Existing Impact Fees

The City does not currently charge police impact fees for new development within the City limits.

Implementation of police impact fees will allow the City to charge development for their portion of impacts created on the police department, in terms of additional investments in facilities and additional vehicles for an expanded police force. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City currently staffs 158 sworn officers and is supported by the necessary administrative/office personnel. The sworn officer staffing is as follows:

Table 8: Current Sworn Officers

Position	Staffing
Police Chief	1.0
Deputy Chief of Police	2.0
Police Captain	4.0
Police Lieutenant	7.0
Police Sergeant	16.0
Police Corporal	15.0
Police Officer	113.0
Total	158.00

The City’s Police Department currently consists of 249.5 full-time equivalent positions. With 158 full-time sworn police personnel, after excluding the police chief and civilian staff, the current level of staffing achieves a Level of Service (LOS) of 1.91 officers per 1,000 population within the City’s limits based on the 2022 population of 82,005. Additionally, since the impact fee methodology is based on functional population, the calculated LOS is 2.23 officers per 1,000 functional population based on the existing 70,469 functional population. While the police staffing uses a much more complex staffing methodology that is based on a combination of demand, types of calls, large events and gatherings, growth expectations, area densities, types of developments, etc., the LOS is used for impact fee purposes to identify equitable allocations of the capital assets between existing and future development. The calculated impact fee will be designed to maintain the 2.23 officers per 1,000 functional population ratio. Therefore, an additional 58.71 officers would be added over the next ten years. The table below illustrates the total need for police officers and the LOS achieved.

Table 9: Existing and Projected Sworn Officers

Description	Existing	Projected Through 2032	
		Additional	Total
Officers	157.00	58.71	215.71
Functional Population	70,469	26,350	96,819
LOS Achieved (Personnel per 1,000 FP)	2.23	2.23	2.23

Incremental Costs

Costs related to growth in the police force typically include a combination of providing new officers with fully equipped vehicles and the necessary facilities, for officers and support staff, such as office space in police stations. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis including other initial investments required such as field equipment and protective gear as well as ongoing operating and maintenance costs (salaries and benefits, etc.). Items included in the impact fee calculation have a minimum of a five-year life and are not replaced frequently.

The City must provide vehicles for existing and new officers. Data provided by City staff indicates that there are 236 vehicles in service for the 158 sworn officers, including the police chief. It is common practice for police departments to have spare vehicles since those vehicles are so necessary to perform the protection services they provide. After excluding the police chief and the respective vehicle, the vehicles per officer ratio is 1.50, which includes those spare vehicles. This ratio will be used to determine the number of future vehicles needed as additional officers are added to maintain the spare vehicle ratio. The average value of \$42,600 for the new fully equipped vehicles is based on inflating the average acquisition cost of recent police vehicle purchases between 2019 – 2021, according to the City asset data as of September 2022. The replacement cost of the existing vehicles is \$1,953,222. The cost of providing vehicles to new officers is identified on the following table.

Table 10: Cost of Vehicles for New Officers

Description	Amount
New Sworn Officers	58.71
Vehicles per Officer	1.50
Total Vehicles Needed	88.20
Cost per Vehicle	\$42,600
Total Vehicle Costs for New Officers	\$3,757,300

As shown above, the total cost of additional vehicles over the next ten years is estimated at \$3,757,300.

Table 11: Total Vehicle Costs

Description	Amount
Existing Vehicles	\$1,953,222
Additional Vehicles	3,757,300
Total Vehicle Costs	\$5,710,522

In addition to vehicles, the police department is responsible for providing adequate building space to house the officers and support staff. The police department currently has a 52,500 square foot police station and communications center. The City has plans to build a new expanded 78,700 square foot police station and communications center within five to seven years. With this planned station serving as a replacement for the current station, the value of the existing police station and communications center has been excluded from the impact fee calculation. The total cost of the future police station and communications center, after accounting for cost escalation, is estimated at \$17,290,300. This station and center will be available to serve growth beyond the forecasted period of ten years, so a portion of the total cost of the new station and center is allocated to be funded by future growth beyond 2032. The portion of the new station and center included in the total police capital costs is

\$12,967,725, or 75%. This allocation was determined based on the existing functional population of 70,469, growth of 26,350 functional population through 2032, and then an additional growth of 26,350 functional population through 2042 resulting in a total functional population of 123,169 in 2042. The projected functional population in 2032 (70,469 plus 26,350, or 96,819 total) represents 78.6% of the total expected functional population in 2042, which was rounded to 75% for the purpose of this report.

Below is a summary of the costs used to calculate the police impact fee.

Table 12: Total Police Capital Costs

Description	Amount
Existing Vehicles	\$1,953,222
Future Vehicles	3,757,300
Existing Facilities	6,126,100
Future Facilities	12,967,725
Total Capital Costs	\$24,804,347

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 13: Allocated Police Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	\$24,804,347	75.86%	24.14%	\$18,817,700	\$5,986,700

The allocated capital costs are divided by the functional population as identified in Section 2 to get a fee functional population. Then, the residential amounts are translated back into a fee per dwelling unit.

Table 14: Residential Police Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$18,817,700	\$5,986,700
2032 Functional Population	67,698	29,121
Fee per Functional Population [1]	\$277.97	\$205.58
Single Family FP per Unit	1.76	
Calculated Single Family Impact Fee per Unit	\$489.22	
Single Family Impact Fee per Unit	\$489.00	
Multi-Family FP per Unit	1.50	
Calculated Multi-Family Impact Fee per Unit	\$416.95	
Multi-Family Impact Fee per Unit	\$416.00	

[1] Non-residential fee per functional population is the basis for the non-residential fee as shown on Table 15.

In addition to the residential impact fees, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated police impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 15: Non-Residential Police Impact Fees

Land Use	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	Per Sq. Ft	0.43	\$0.088
Hotel	Per Room	0.81	166.00
Recreational	Per Sq. Ft	1.23	0.252
Institutional	Per Sq. Ft	1.24	0.254
Office Building	Per Sq. Ft	0.98	0.202
Retail	Per Sq. Ft	2.26	0.463
Assisted Living Facility	Per Bed	0.75	153.00

To meet the City's needs in terms of providing the necessary police related capital improvements, including expanding and upgrading existing facilities as required by growth, the City should implement fees at the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around \$6,726,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements, resulting in a funding shortfall to provide necessary improvements related to new growth.

Police Impact Fee Comparisons

The following figure compares the City's existing and calculated police impact fees for residential land uses with those imposed in other nearby communities.

Figure 2: Police Impact Fee Comparison per Single Family Residential Unit

Section 4 – Fire Impact Fee

Introduction

The City's fire department is responsible for responding to all fire and medical emergencies within the City and its surrounding areas. Currently, the fire department is comprised of 122 total employees.

The City's fire department is guided by standards published by the National Fire Protection Association (NFPA) in assessing its level of service needs. The fire department's primary intent is to maintain staffing levels to be able to respond to service calls within a specified time period to all developed areas within the City limits.

As the residential and commercial development within the City increases, the potential demand for fire safety services also increases causing a need for additional fire personnel, equipment, and vehicles. This section provides an analysis for the City's consideration regarding the design of a fire impact fee based on the costs to meet demands from growth.

Existing Impact Fees

The City does not currently charge fire impact fees for new development within the City limits.

Implementation of fire impact fees will allow the City to charge development for their portion of impacts created on the fire department, in terms of additional investments in facilities and additional vehicles for an expanded fire department. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City's current operations for fire protection are based out of four fire stations. The fire department has an Insurance Services Offices (ISO) rating of 1 on a scale of 1 to 10, with 1 representing the highest level of fire protection. Additionally, the Fire Department provides Advanced Life Support Ambulance Transport Service with each ambulance unit maintaining an average response time of less than four minutes within the coverage area. Both fire and emergency medical services (EMS) have targeted response times of 10 minutes for first unit response and 13 minutes for the remaining Effective Response Force (ERF). These are 'total reflex times' which represent the time from 911 pick-up to first unit on the scene.

Incremental Costs

Costs related to the growth in the fire department typically include a combination of providing the necessary capital equipment including fire trucks, as fully equipped and ready to be put into service, and facilities. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis. The excluded costs are items such as uniforms, radios, and helmets. Items included in the impact fee calculation have a minimum of a five-year life.

As discussed previously, the fire department utilizes four stations throughout the City: Station 11, 12, 13, and 14. The City has plans to build three new fire stations, Station 15, 16, and 17, for a total value of \$20,765,800. Station 15 is currently being built and will be located on Kissimmee Gateway Airport property and will provide fire and medical services for rising demand in the City, as well as provide support for the airfield. Based on discussion with City staff, because some of the services provided will be for the existing airfield amounting to approximately 10%, the remaining 90% of the project costs, or \$5,850,000, are included in the fee calculation as benefits to the City's residents and businesses. Station 16 is planned to be built in the Hilliard Isles area in the northeast corner of the City in 2027 and Station 17 is planned to be built off Poinciana Boulevard in 2027, both to support new growth. These new stations have capacity to serve growth beyond the forecasted period of ten years, so the portion of Station 16

and Station 17 included in the total fire capital costs is \$10,669,350, or 75%. These allocations were determined based on the existing functional population of 70,469, growth of 26,350 functional population through 2032, and then an additional growth of 26,350 functional population through 2042 resulting in a total functional population of 123,169 in 2042. The projected functional population in 2032 (70,469 plus 26,350, or 96,819 total) represents 78.6% of the total expected functional population in 2042, which was rounded to 75% for the purpose of this report.

The fire department has plans to purchase two new pick-up trucks, a new rescue, and a new suppression apparatus within the next five years. Additionally, there is a need for two additional fire trucks and one additional rescue, including necessary equipment to fully outfit these trucks to be put into service, for Station 16, and one additional fire truck including necessary equipment to fully outfit the truck to be put into service, for Station 17. The total costs for the additional fire trucks are shown on the table below:

Table 16: Future Fire Trucks

Description	Amount
2 New Pick-up Trucks	\$317,200
New Apparatus for Fire Station 16 [1]	1,423,800
New Apparatus for Fire Station 17 [2]	506,175
2 New Rescues	1,012,500
New Suppression Apparatus	630,400
Total	\$3,890,075

[1] Two suppression apparatus and one rescue.

[2] One suppression apparatus.

The table below summarizes all of the costs included in the impact fee calculation.

Table 17: Total Fire Capital Equipment Costs

Description	Amount
Existing Apparatus	\$4,338,800
Future Apparatus	3,890,075
Existing Facilities and Land	1,126,200
FS 15, 16, & 17, Alerting System	17,514,750
Total Capital Costs	\$26,869,825

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 18: Allocated Fire Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	\$26,869,825	75.86%	24.14%	\$20,384,600	\$6,485,200

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for residential purposes using the functional population factor of 1.65 per dwelling unit as identified in Section 2.

Table 19: Residential Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$20,384,600	\$6,485,200
2032 Functional Population	67,698	29,121
Fee per Functional Population [1]	\$301.11	\$222.70
Single Family FP per Unit	1.76	
Calculated Single Family Impact Fee per Unit	\$529.96	
Single Family Impact Fee per Unit	\$529.00	
Multi-Family FP per Unit	1.50	
Calculated Multi-Family Impact Fee per Unit	\$451.67	
Multi-Family Impact Fee per Unit	\$451.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 20.

We recommend the City implement a slightly rounded impact fee of \$529.00 for single family, duplex, and triplex units and a fee of \$451.00 for multi-family units based on the analysis discussed above.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated fire impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 20: Non-Residential Fire Impact Fees

Land Use	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	Per Sq. Ft	0.43	\$0.096
Hotel	Per Room	0.81	179.00
Recreational	Per Sq. Ft	1.23	0.273
Institutional	Per Sq. Ft	1.24	0.276
Office Building	Per Sq. Ft	0.98	0.219
Retail	Per Sq. Ft	2.26	0.502
Assisted Living Facility	Per Bed	0.75	166.00

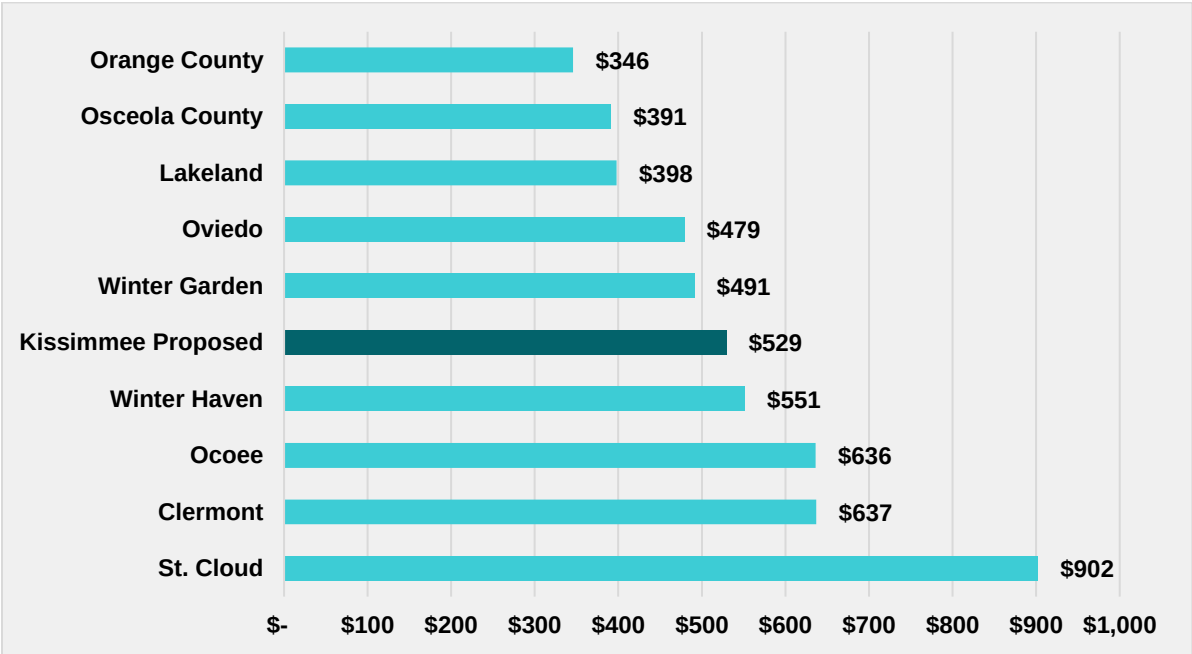
To meet the City's needs in terms of providing the necessary fire related capital improvements, including building a new fire station and expanding/upgrading existing facilities as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around \$7,285,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements, resulting in a funding shortfall to provide necessary improvements related to new growth.

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Fire Impact Fee Comparisons

The following figure compares the City’s existing and calculated fire impact fees for residential land uses with those imposed in other nearby communities.

Figure 3: Fire Impact Fee Comparison per Single Family Residential Unit



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Section 5 – Parks and Recreation Impact Fee

Introduction

The City owns and maintains parks and recreation facilities for the use and benefit of its residents and visitors. As the City grows, additional facilities along with improvements to existing recreation amenities are necessary. This section provides an analysis for the City's updated parks and recreation impact fee based on the costs to meet demands from growth. This section relies on growth in residential population/development only.

Existing Impact Fees

The City currently charges a parks and recreation impact fee to be used for the expansion of parks and recreation related services that may be necessitated by growth. This fee is charged to all residential land uses. The following table provides the existing parks and recreation impact fees charged to new residential development:

Table 21: Existing Parks and Recreation Impact Fees

Description	Fee
Single Family, Duplex, Triplex	\$1,200.00
Manufactured Home	\$867.06
Multi-Family	\$985.29

Existing Recreational Facilities

City staff provided a parks inventory that indicates that the City currently has 20 existing parks and recreation facilities encompassing approximately 982.80 acres as summarized on Table 22. These parks are eligible for funding from impact fees due to demands from growth resulting in the need for expansion. The amenities provided throughout this network include playgrounds, softball fields, community centers, athletic centers, and more. Each of the parks and facilities will also be available for use by future residents.

Table 22: Existing Parks

Description	Acres
Bob Makinson Aquatic Center	20.80
Denn John Softball Complex [1]	
Rainbow Park [1]	
Kissimmee Lakefront Park	23.60
Brinson Park	3.00
Kissimmee Civic Center	13.60
Oak Street Community Center	6.90
Oak Street Sports Complex	8.30
Chambers Park Community Center	3.50
Mill Run Park	2.50
Mill Slough Park	6.50
Quail Hollow Park	1.60
Mark Durbin Park at Lakeside	6.00
Fortune Road Athletic Complex	36.40
Shingle Creek Regional Park	660.00

Description	Acres
Ruba Park [1]	
Steffee Landing [1]	
Babb Property [1]	
Lancaster Ranch Park	160.50
Toho Vista Trail	29.60
Total	982.80

[1] Denn John Softball Complex and Rainbow Park acreage are included in the Bob Makinson Aquatic Center acreage. Ruba Park, Steffee Landing, and Babb Property acreage is included in Shingle Creek Regional Park acreage.

Level of service (LOS) for parks and recreational services is typically measured in terms of recreational acreage available per 1,000 population. This figure indicates whether the City has a sufficient amount of recreational acreage to serve its current residents. With a current population of 82,005, the LOS provided to existing residents is 11.98 acres of park and recreational lands per 1,000 residents, based on the 982.80 acres. The projected increase in City population from 82,005 to 112,676 by 2032 will reduce the LOS to 8.72 acres per 1,000 population.

Using original costs less depreciation, the City has invested \$61.5 million into the existing parks and recreation facilities. The City's investment in these facilities is largely anticipated to serve the increased population over the next 10 years and is included as a capital recoupment cost for impact fee determination.

Growth-Related Capital Improvements

The City has provided a Capital Improvement Plan (CIP) that identifies a range of projects including expansion, upgrade, and replacement of park land and facilities. This CIP has been reviewed with staff and updated based on the most current information available. All projects associated with replacement or refurbishment of existing facilities have been excluded from the impact fee calculations to maintain a conservative approach. Additionally, the Fieldhouse project as currently planned would rely on a public-private partnership, otherwise the scope of the project would likely change significantly. Therefore, the Fieldhouse has been excluded from the development of the impact fee.

Some of the parks CIP projects are designed to serve growth beyond the forecasted period of ten years, so a portion, or 75% of each of these projects are included in the park's capital costs for a total of \$31,134,425. This allocation was determined based on the existing population of 82,005, growth of 30,671 persons through 2032, and then an additional growth of 30,671 persons through 2042 resulting in a total population of 143,347 in 2042. The projected population in 2032 (82,005 persons plus 30,671 persons, or 112,676 total) represents 78% of the total expected population in 2042, which was rounded to 75% for the purpose of this report. The table below shows the CIP projects eligible for impact fee calculations and the portion included in the total capital costs.

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Table 23: Parks and Recreation Capital Projects

Description	Total Project Cost	% Allocated to Existing and 10-Yr Growth	Adjusted Amount
Playground Safety Surface (2)	314,600	100.0%	314,600
Mark Durbin Recreation Center	8,884,300	75.0%	6,663,225
Lancaster Ranch Park	29,618,400	75.0%	22,213,800
Fortune Road Softball Sports Lighting (4)	461,300	100.0%	461,300
Amphitheatre Shade Cover Lakefront Park Pavilion	194,000	100.0%	194,000
Pedestrian Bridge	53,600	100.0%	53,600
Denn John Softball/Baseball Field	146,300	100.0%	146,300
Future Park Northwest Quadrant Park	438,900	100.0%	438,900
Fortune Road Bleachers Shade Canopy (8)	548,700	100.0%	548,700
Total	100,000	100.0%	100,000
	\$41,165,100		\$31,134,425

Calculated Parks and Recreation Impact Fees

As mentioned previously, approximately \$61.5 million has been invested in the existing park facilities and an additional \$31.1 million is planned to be invested over the next several years. Since both existing and future investments in the parks department benefit both existing and future residents, the total amount invested is divided by the 2032 projected population of 112,676. The table below provides the parks and recreation impact fee calculation:

Table 24: Parks and Recreation Impact Fee Calculation

Description	Amount
Existing Investment	\$61,488,630
Planned Investment	31,134,425
Total Capital Costs	\$92,623,055
2032 Population	112,676
Fee per Person	\$822.03
Single Family Persons per Unit	2.93
Calculated Single Family Impact Fee per Unit	\$2,410.38
Single Family Impact Fee per Unit	\$2,410.00
Multi-Family Persons per Unit	2.49
Calculated Multi-Family Impact Fee per Unit	\$2,048.81
Multi-Family Impact Fee per Unit	\$2,048.00

We recommend the City implement a slightly rounded impact fee of \$2,410.00 for single family, duplex, and triplex units and a fee of \$2,048.00 for multi-family units based on the analysis discussed above. The existing parks and recreation impact fee per single family, duplex, or triplex residential dwelling unit is \$1,200.00. The proposed impact fee of \$2,410.00 represents a \$1,210.00 increase from the existing fee level or 100.8%. The existing parks and recreation impact fee per manufactured home is \$867.06. The proposed impact fee of \$2,410.00 represents a \$1,542.94 increase from the existing fee level or 178.0%. The existing parks and recreation impact fee per multi-family residential dwelling unit is \$985.29. The proposed impact fee of \$2,048.00 represents a \$1,062.71 increase from the existing fee level or 107.9%.

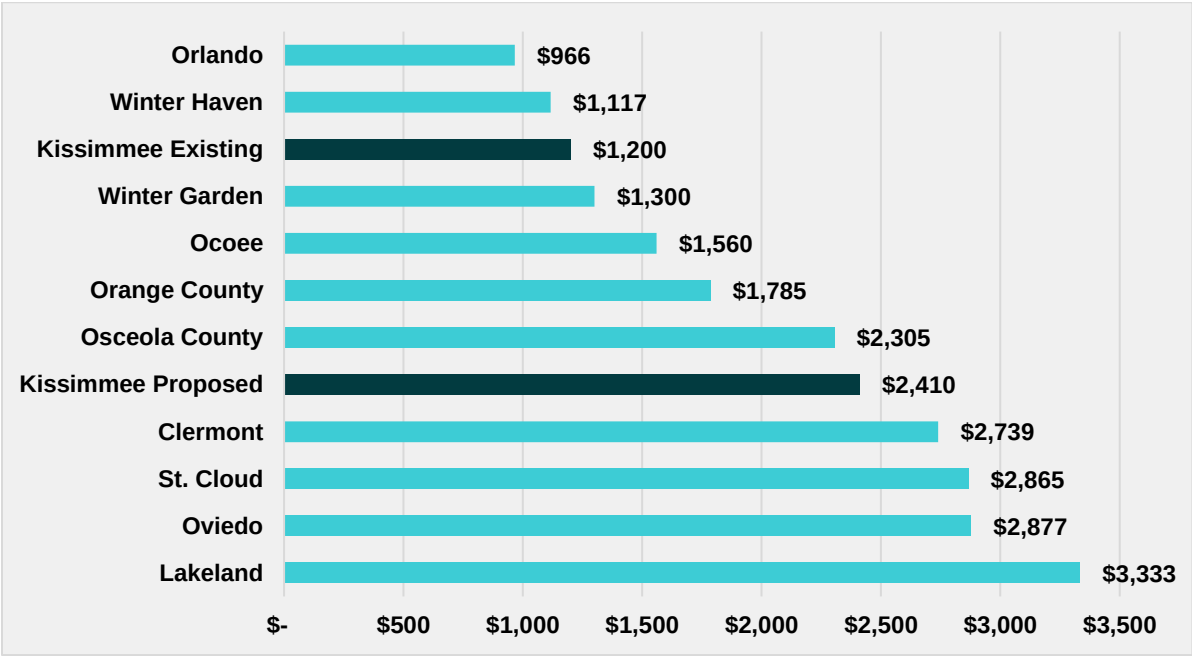
To meet the City's needs in terms of providing the necessary recreation related capital improvements, including purchasing additional land for parks and expanding/upgrading existing facilities as required by growth, the City

should increase the fees to the maximum calculated amount as demonstrated on the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including recent large inflationary cost increases plus additional capital improvements based on a considerable increase in population growth. Under the existing parks and recreation impact fees new development would pay around \$12,394,000 and under the proposed/calculated impact fees growth would pay around \$25,206,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately \$12,812,000, resulting in a funding shortfall to provide necessary improvements related to new growth.

Parks and Recreation Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 4: Parks and Recreational Impact Fee Comparison per Single Family Residential Unit



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City of Kissimmee
2023 Municipal Impact Fee Study
Exhibit 1: Non-Residential Functional Population

Occupants per Trip per Day																			People per Unit per Day				Weekly Hours per Unit				2022			
ITE	ITE Code	Number of Parcels	Units	Bldg Sq Ft	Sq Ft per Parcel	Impact Unit	Trips per Unit per Day	One Way Factor (50%)	Occupants per Trip per Day		People per Unit per Day		Visitor hours per Trip	Business hours	Days per Week	Weekly Hours per Unit			Functional Pop. Coefficient	2022										
									Employees	Visitors	Employees	Visitors				Per Employee	Per Visitor	Total Hours		Functional Population [1]	2032 Square Feet	2032 Functional Population								
Industrial/Warehousing	110	93	N/A	2,249,288	24,186	1,000 Sq Ft	4.87	2.435	1.00	1.75	1.57	1.51	0.25	9.00	5.00	70.69	1.89	72.58	0.43		972									
Hotel [1]	310	21	N/A	604,094	28,766	Rooms	7.99	3.995	1.00	1.75	0.56	6.02	1.00	24.00	7.00	93.61	42.11	135.72	0.81		1,479									
Recreational	495	17	N/A	153,160	9,009	1,000 Sq Ft	28.82	14.41	1.00	2.14	1.06	28.57	1.00	12.00	5.00	63.46	142.87	206.33	1.23		188									
Institutional	528	106	N/A	3,648,446	34,419	1,000 Sq Ft	14.37	7.185	1.00	1.77	2.83	7.71	1.00	12.00	5.00	169.72	38.55	208.28	1.24		4,523									
Office Building	710	672	N/A	2,687,528	3,999	1,000 Sq Ft	10.84	5.42	1.00	1.75	3.26	3.79	1.00	9.00	5.00	146.49	18.94	165.43	0.98		2,646									
Retail	820	460	N/A	4,923,358	10,703	1,000 Sq Ft	37.01	18.505	1.00	1.75	2.12	28.67	1.00	12.00	7.00	178.46	200.66	379.12	2.26		11,110									
Assisted Living Facility [2] [3]	253	4	374	34,774		Beds													0.75		280									
Total		1,373		14,404,970																	21,198	19,788,870	29,121							

Footnotes:

[a] Summarized from property data obtained from the Osceola County Property Appraiser in September 2022

[b] From 11th Edition ITE Manual

[c] This factor is used to divide the trip rate in half which provides the basis for estimating visitors per day per impact unit

[d] Assumed one employee per trip

[e] From 2017 National Household Travel Survey, vehicle occupancy by trip purpose

[f] From 11th Edition ITE Manual per employee

[g] = ([c] - ([f]/[d]))*[e]

[h] Time assumption per visitor

[i] Time assumption per employee

[j] Time assumption

[k] = [f] * [i] * [j]

[l] = [g] * [h] * [i]

[m] = [k] + [l]

[n] = [m] / (24*7)

[o] = [n] * [a] / 1000

[1] Hotel functional population is based off the national average hotel room size of 330 square feet, based on the USA Today article dated November 4, 2015. Formula is [o] = [n] * [a] / 330

[2] Square footage per bed is based unit data on assisted living facilities located within Kissimmee, sourced from Florida Health Finder (Agency for Health Care Administration)

[3] The functional population was determined by multiplying the functional population coefficient by the existing number of beds.
The Assisted Living Facility functional population coefficient is calculated as follows:

Res per Unit	1.00
Occupancy Rate	75.0%
Adjusted Res/ Unit	0.75
Hours at Place	20.00
Workers/Unit	0.33
Work/hrs/day	9.00
Days/week	7.00
FP Factor	0.75

Select Year: 2022 ▼ Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

- (1) This section may be cited as the “Florida Impact Fee Act.”
- (2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.
- (3) For purposes of this section, the term:
 - (a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. [1006.25](#), and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. [191.009](#)(4).
 - (b) “Public facilities” has the same meaning as in s. [163.3164](#) and includes emergency medical, fire, and law enforcement facilities.
- (4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:
 - (a) Ensure that the calculation of the impact fee is based on the most recent and localized data.
 - (b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.
 - (c) Limit administrative charges for the collection of impact fees to actual costs.
 - (d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.
 - (e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.
 - (f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the

local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. [163.3180\(6\)\(h\)2.b.](#), the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. [420.9071](#). If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. [218.32](#), a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63.

**NOTICE OF PUBLIC HEARING
AND SECOND READING**

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, August 15, 2023, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, September 12, 2023, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE # 23-18

AN ORDINANCE AMENDING "THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE," CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE.

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
August 10, 2023



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.

If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: u0F93G65mn0XIUjmk9p | **Proof Updated: Aug. 03, 2023 at 05:15pm EDT**

Notice Name: COK ORDINANCE 23-18*Parks and Impact Fee

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

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City Clerk's Office City of Kissimmee Osceola News-Gazette
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Columns Wide: 2

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08/10/2023: Legal and Public Notice 61.99

Subtotal	\$61.99
Tax %	0
Processing Fee	\$6.20
Total	\$68.19

ITEM 7.A**Approval of City Commission Minutes from the August 1, 2023 Commission Workshop and Commission Meeting****Request**

Request Commission approval of the August 1, 2023 Commission meeting and workshop minutes.

Explanation

Minutes of the Commission meeting and workshop held on August 1, 2023 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 - Night Life Safety Workshop - August 1 2023
2. (S) Commission Minutes - August 1 2023



**MEETING MINUTES
SESSION OF THE COMMISSION WORKSHOP
DOWNTOWN NIGHT LIFE SAFETY AND SECURITY
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 1, 2023 AT 3:30 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady (arrived 3:32 p.m.), 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, Deputy City Clerk Tameara Crespo

Mayor Gonzalez called the meeting to order at 3:30 PM.

2. OVERVIEW OF DOWNTOWN SAFETY CONCERNS

City Manager Steigerwald opened the meeting by reviewing the intent of the workshop was to bring the community together to discuss recommendations and address potential issues regarding downtown safety concerns. He introduced Police Chief Betty Holland to provide the Commission with an update on the downtown crime statistics.

3. PRESENTATION BY KISSIMMEE POLICE DEPARTMENT ON RESPONSE ACTIVITY

Police Chief Holland provided an overview of the Kissimmee Police Department Response Activity via a PowerPoint Presentation (Exhibit "A"). The Chief's presentation focused on the general downtown area geographically encompassing Stewart Avenue to Neptune Road and Church Street to Pleasant Street. She reviewed the five-year statistics and detailed each category to include the following: violent responses, aggravated assault/battery calls, requests for service, officer-initiated responses, report overview, and weapons crimes. The year 2021 was not included in the study due to covid and many businesses were closed during that time.

Chief Holland informed the Commission that currently, there are 4-7 officers on shift patrolling downtown between 12 a.m. and 3 a.m. The City recently transitioned to a new reporting system and the newest data will not be available for the next few years. Some downtown businesses have come together and hired an off-duty officer to patrol, providing additional security. Chief Holland opened the floor to answer any questions or comments from the Commission.

4. DISCUSSION ON POSSIBLE ACTION PLAN BY COMMISSIONERS AND COMMUNITY MEMBERS

The City Commission, City Manager, and Police Chief engaged in an open discussion regarding the Florida Statutes prohibition of weapons on a property where alcohol sales are taking place or alcohol is being "consumed". Clarification was sought on the definitions and interpretation of the Florida Statute. Further discussion commenced regarding key topics such as: outdoor dining and special permits, potential roll back of closing times for businesses, late night crowds and music, speeding / drag racing in the downtown district, signage regulations

as a deterrent for weapons, illegal usage of sidewalks and street closures, a recent Kissimmee Main Street survey to solicit community feedback, historical trends of crime reporting, opportunities to reroute traffic during late evening hours from Broadway to MLK Blvd, and additional downtown security. Mr. Parsons reported to the Commission he is spending \$50 per hour, two nights a week to secure a special security detail for the businesses on Dakin Avenue and it has yielded positive results.

Members of the public were encouraged to approach the Commission with comments or concerns. The following citizens and business members spoke and provided feedback to the Commission and staff:

- Ray Parsons, 111 E. Monument Avenue
- Tom Kapp, 21 N Clyde Avenue
- Jonathan Ruiz, 725 Mabbette Street
- Lance Spencer, 535 Brack Street
- Edgardo Ramos, 624 Lakeshore Blvd
- Cecilia Jacquez, 111 E. Monument Avenue
- John Suidut, 14 E. Dakin Avenue

Many residents felt that one isolated incident does not define the community as a whole and we should not overreact. Consensus was received by the community in general, that the City should be proactive in securing the future safety of downtown as the City continues to grow.

The City Manager clarified for the Commission that originally the concerns regarding downtown were brought to light due to noise complaints by residents living in proximity, such as loud music and late-night events by local restaurants and bars. Since then, the City has adopted a new noise ordinance that both Code Enforcement and the Police Department jointly enforce which includes a progressive enforcement strategy and stricter fines for repeat offenders. Recommendation was made to consider a nighttime code enforcement officer. In reference to enforcing the noise ordinances as it relates to loud vehicles, City Attorney Olga Sanchez de Fuentes noted that we are pre-empted by State law from enforcing noise complaints on vehicles that are “passing through”.

The Commission discussed possibilities to lessen the costs of extra security for the downtown business owners such as using CRA funds to absorb the expense. The Commission and City Manager discussed the differences between a hired security officer and police officers on foot patrol and the benefits and impacts of each, including their duties.

The key takeaways for future discussion and for staff to bring back to the City Commission is as follows:

- Finding additional resources to increase police presence
- Develop suggestions to reduce the financial burden on business owners who are incurring costs for additional security services
- Possible signage for all downtown businesses
- Provide and review the results of the Kissimmee Main Street community survey

5. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 4:42 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
PowerPoint Presentation
Police Crime Statistics Downtown
Police Chief Betty Holland



DOWNTOWN NIGHTLIFE PUBLIC SAFETY WORKSHOP

AUGUST 1, 2023 • 3:30PM

DOWNTOWN FOCUS AREA

AREA DEFINED FOR ALL STATISTICS USED



DOWNTOWN NIGHTLIFE PUBLIC SAFETY WORKSHOP

08/01/2023



AGGRAVATED ASSAULT/BATTERY

06/21/2023 • 9:15PM • TWO BROTHER STEAKHOUSE • 16 E. DAKIN AVENUE

The business owner asked an intoxicated male causing a commotion to leave. The suspect pulled a handgun, pointed it at the owner, and threatened to kill him. The suspect in this case could not be identified.

06/04/2023 • 9:50PM • BREEZE • 7 E. DAKIN AVENUE

An intoxicated individual caused a disturbance and pulled a handgun from his waistband. As he did so, he was punched, fell, and turned around and shot the victim once, causing non-life-threatening injuries. The suspect in this case was arrested.

03/16/2023 • 9:10PM • TWO BROTHER STEAKHOUSE • 16 E. DAKIN AVENUE

A patron brandished a handgun after verbally arguing with the business owner when asked to leave. The suspect in this case was arrested.

SHOTS FIRED

02/05/2023 • 2:00AM • EVERLASTING SKIN CARE SPA • 211 BROADWAY

Officers found five spent casings and two live rounds. No injuries or victims were reported, and the shooting was part of an altercation between two males that have not been identified.

03/20/2023 • 2:40AM • 222 CHURCH STREET

Officers found eight spent casings and one live round. No injuries or victims were reported, and the circumstances around this shooting are unknown.



DOWNTOWN NIGHTLIFE PUBLIC SAFETY WORKSHOP

08/01/2023

FIVE YEARS OF DOWNTOWN STATISTICS

REQUEST FOR SERVICE

An activity where a business owner, resident, or visitor requested assistance. These requests are received by the individual calling for assistance via 911 or the non-emergency phone number.

OFFICER INITIATED

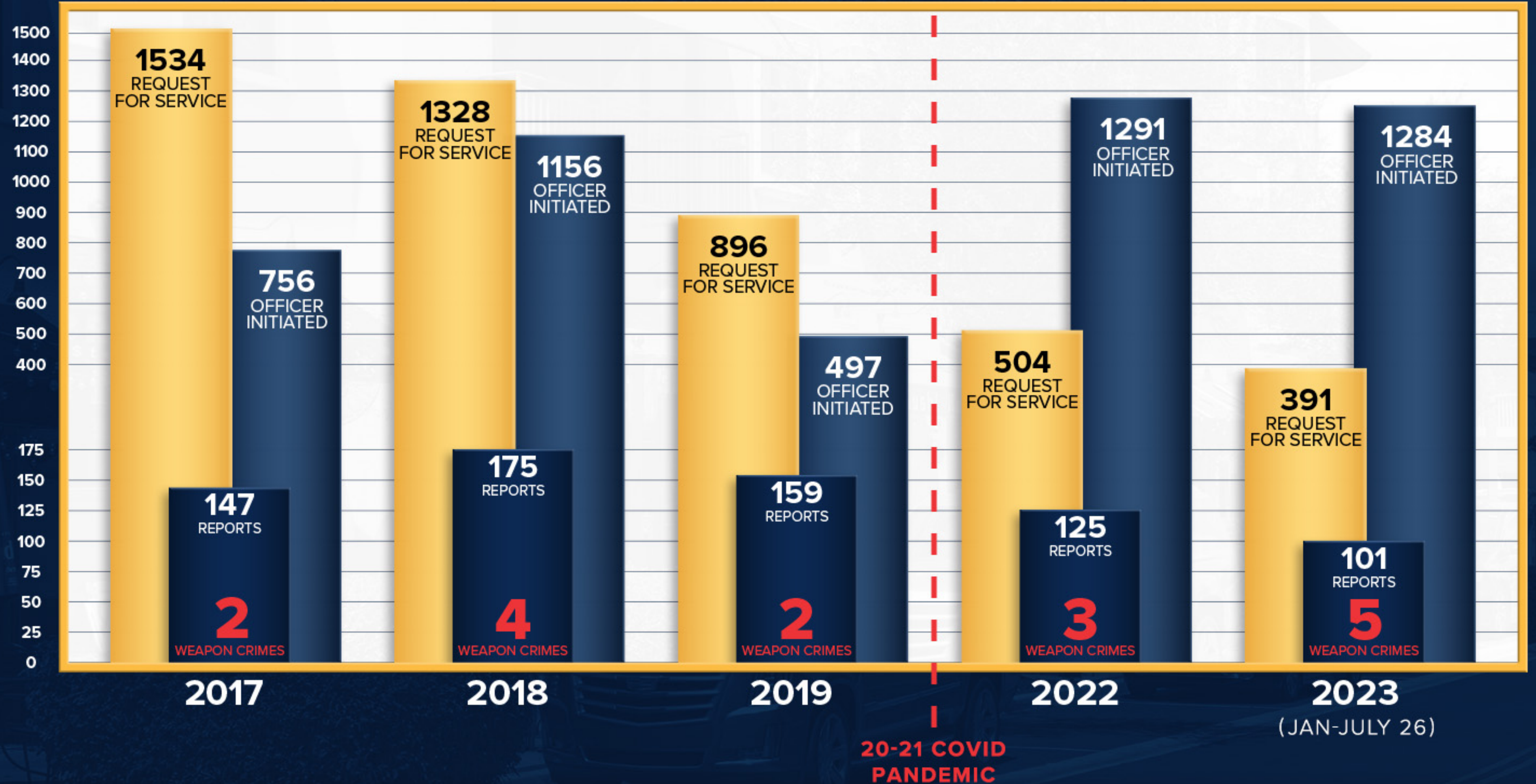
An activity where an officer engaged in an activity without someone calling for assistance. It may also include an activity where an officer was flagged down by someone needing assistance while the officer was patrolling the area.

REPORTS

A document authored by an officer when they respond to a request for service, when they initiate the activity or when they are flagged down by someone needing assistance while the officer was patrolling the area.

WEAPON CRIMES

The number of calls for service where a weapon was documented as being involved.



DOWNTOWN NIGHTLIFE PUBLIC SAFETY WORKSHOP

08/01/2023

RESOURCE ALLOCATION

DOWNTOWN NIGHT SHIFT STAFFING

**THE KISSIMMEE POLICE DEPARTMENT
ALLOCATES OFFICERS FROM
DIFFERENT UNITS TO ACTIVELY
PATROL THE DOWNTOWN AREA.**

**CURRENTLY, AN AVERAGE OF
FOUR TO SEVEN OFFICERS PATROL
THE DOWNTOWN AREA BETWEEN
12AM - 3AM.**



DOWNTOWN NIGHTLIFE PUBLIC SAFETY WORKSHOP

08/01/2023



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**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 1, 2023 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, City Clerk Linda Hansell

Staff Absent: Assistant City Manager Austin Blake

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 Ceremony for New Firefighter

Staff requests that our newest employee, Aaron Lopez, be sworn in as a City of Kissimmee firefighter.

Fire Chief Jim Walls introduced Firefighter Aaron Lopez and administered the Oath of Office.

3.B Swearing-In Ceremony of Newly Promoted Fire Department Personnel

Request that the Fire Department personnel listed below are sworn into their new positions. All promotions will become effective on August 5, 2023.

Fire Chief Jim Walls introduced newly promoted Lieutenant Devin Sprenger and Lieutenant Luis Pena and administered the Oath of Office. After swearing in the newly promoted Lieutenants, the Fire Chief introduced newly promoted Fire Engineer, Ian Wooten and administered his Oath of Office.

3.C Employee Service Awards for April, May and June

Request that the City Commission join the City Manager in recognizing employees who have reached milestones in years of service.

City Manager Steigerwald presented quarterly service awards to the following employees who were present:

5 years: Lisa Bright, Alexis Rodriguez-Aponte

10 years: Ray Mora

15 years: Wilson Solano, Tyler Vanek

25 years: Debbie Luke

40 years: Dona Presswood

The following employees were absent and will receive their service awards at a later date:

5 years: Yari Nunez, Johana Santiago, Kim Brown, Tyron Cook, Brandon Durango, Luis Figueroa, Surgio Rebaza, Tyle Rice, Cyle Smallwood, Artise Stanley

15 years: Dane Farmer

20 years: Dennis Carnahan and Joe Whitaker

25 year: Matt Schmidt

3.D Employee of the Month for August

That the City Commission join the City Manager in recognizing Edith Joann Gonzalez, Parks & Recreation, as August's Employee of the Month.

City Manager Steigerwald introduced Edith Joann Gonzalez of the Parks and Recreation Department and reviewed the qualities and attributes which led to her nomination and selection as employee of the month. She is recognized for her exceptional customer service as a Utility Worker.

City Manager Steigerwald reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads but by nominations that are reviewed and selected by a committee of peers from all departments in the City and there is no greater honor.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

None.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

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

Commissioner Martinez made a motion to approve the Consent Agenda in its entirety. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the July 18, 2023 City Commission meeting and the July 25, 2023 Budget and Parks and Recreation Workshops

Request Commission approval of the July 18, 2023 meeting and the July 25, 2023 Budget and Parks and Recreation Workshop minutes

7.B Approval of Interlocal Agreement between the School District of Osceola County and the City of Kissimmee

The Police Department is requesting the Commission approve an Interlocal Agreement relating to School Resource Officers at each public school.

- 7.C The Square at Osceola Parkway – Final Plat, Major Subdivision (DRC# 20-00129)
Requesting City Commission approval of the final plat known as The Square at Osceola Parkway, with a performance guarantee/agreement.
- 7.D Approval to submit and accept the 2024 Program Support Grant through the Florida Division of Cultural Affairs for City of Kissimmee Special Events
Approval to submit and accept the 2024 Program Support Grant through the Florida Division of Cultural Affairs for City of Kissimmee Special Events
- 7.E Public Emergency Medical Transportation Services Agreement
Enter into an agreement with Public Consulting Group LLC (PCG) to collect and process required documents and data for the City to receive funding from the Agency for Health Care Administration's (AHCA) Public Emergency Medical Transportation (PEMT) Program.
- 7.F Authorization to Issue a Letter of Intent for the Purchase of Property at 50 Lakeview Drive, Kissimmee, FL
Request Commission authorization for the City Manager to issue a letter of intent and negotiate the purchase of property at 50 Lakeview Drive.

8. DISCUSSION ITEMS

None.

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER
City Manager Steigerwald reminded the audience of the Back to School Jam this Saturday at 10:00 a.m. at Chambers Park.
- 9.B CITY ATTORNEY
Nothing.
- 9.C CITY COMMISSION
Commissioner Alvarez proposed a new ordinance be considered that would require automated lids and/or coverings on all garbage cans within 50 feet proximity to bodies of water. City Manager Steigerwald clarified Commissioner Alvarez's intentions that he would like to direct staff to begin researching and then draft proposed ordinance language for presentation to the Commission. Commissioner Martinez questioned who would pay for the coverings.

City Attorney Sanchez de Fuentes noted that she will begin researching the issue to see what other cities are doing that is similar. She further clarified that the expense for the coverings would be on the business owner and not the City.

Commission consensus was received to direct staff to begin researching and potentially prepare ordinance language for future consideration.

Commissioner Martinez thanked the audience for coming out and congratulated the newly promoted Fire Department personnel and the Employee of the Month.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:27 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B**Acceptance of a donation from Osceola County for portable basketball courts and goals****Request**

Acceptance of a donation from Osceola County for three basketball courts and six basketball goals which were previously used at Osceola Heritage Park.

Explanation

Osceola County has recently determined that they no longer need these assets and have graciously donated the courts and goals to the City of Kissimmee Parks & Recreation Department.

The three hardwood portable basketball courts and six goals are high end professional quality, originally purchased in 2012 at \$76,710 per asset or \$230,130 for the three sets. These courts are in excellent condition, with very limited wear and tear. Each asset has approximately 10 years of useful life remaining on a 15 year life expectancy. Using straight line depreciation, the value of these items is approximately \$153,420.

Recommendation

Acceptance of a donation from Osceola County for three basketball courts and six basketball goals which were previously used at Osceola Heritage Park.

REQUESTED CITY COMMISSION ACTION:

Department: Parks & Recreation

Presenter:

Attachment(s):

1. Basketball Donation Letter



**DEPARTMENT OF
COMMUNITY
DEVELOPMENT**

Raymond C. Stangle
Administrator

Ken Brown
Deputy Administrator

Kelly Haddock
Assistant Administrator

Steven Whitmore
Building Director

Stephen Wood
Customer Care Director

Jose Gomez, P.E.
Development Review
Director

Robert Mindick
Parks and Public Lands
Director

Joseph S. Strickland
Extension Services
Director

Corinne Carpenter
Planning & Design
Director

Sandy Bean
Current Planning &
Customer Care Director

**Osceola
County**

1 Courthouse Square
Suite 1400
Kissimmee, FL 34741
Ph: (407) 742-0200
Fax: (407) 742-0206
www.osceola.org

July 21, 2023

Mr. Steve Lackey, Director
City of Kissimmee
101 Church Street, Suite 330
Kissimmee, FL 34741
Steve.Lackey@kissimmee.gov

Dear Mr. Lackey:

This letter is to provide written confirmation that Osceola County donated the following items to the City of Kissimmee.

1. Three (3) Basketball Courts
2. Six (6) Basketball Goals

We hope these items add value to Kissimmee Parks and Recreation.

Sincerely,

Kevin Ostrowski
Sports & Event Facilities Manager
Osceola County
1 Courthouse Square, Suite 1411
Kissimmee, FL 34741
407-742-0336
Kevin.Ostrowski@osceola.org

c: Kelly Haddock, Assistant Administrator
Raymond Stangle, Administrator

ITEM 7.C

Approval of a Resolution to accept a Public Transportation Grant Agreement from the Florida Department of Transportation for Taxiway D Rehabilitation Design

Request

Approval of a Resolution to accept a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) in the amount of \$40,000.00 for Taxiway D Rehabilitation Design at Kissimmee Gateway Airport.

Explanation

FDOT is offering a grant in the amount of \$40,000 for Taxiway D Rehabilitation Design. This project will rehabilitate the existing partial parallel Taxiway Delta, including Runway Incursion Mitigations (RIMs) correction. The rehabilitation is approximately 3200 LF. The project includes Medium Intensity Taxiway Lights (MITLS), guidance and mandatory signs, marking, grading, and drainage.

Portions of this project are funded by the Florida Department of Transportation (8%), FAA (90%) as previously approved by City Commission 07/18/2023, Item No. 7.H; and the Airport (2%). The total project amount is \$500,000.00.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47000334-334410	AP2305	Increase	40,000	

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (8%), FAA (90%) previously approved by the City Commission 07/18/2023, Item No. 7.H; and Airport (2%). The total project amount is \$500,000.00 with each agency funding the following amounts:

FDOT-PTGA 8% (Grant #: 438446-1-94-01) - \$40,000
FAA AIP 90% (Grant # 3-12-0038-044-2023) - \$450,000
Airport 2% (AP2305) - \$10,000

Recommendation

Staff recommends City Commission approval to accept by Resolution, an FDOT Public Transportation Grant Agreement for Design of Taxiway D Rehabilitation at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Accept

City of Kissimmee

Department: Airport

Presenter:

Attachment(s):

1. (S) - Resolution PTGA for Taxiway D Design 438446-1-94-01
2. (S) - PTGA to Sponsor 438446-1 Taxiway D Design at ISM

RESOLUTION NO. _____

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 design of Taxiway “D” Rehabilitation at Kissimmee Gateway Airport.

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 assessment 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.: 438446-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this _____ Day of August 2023.

CITY OF KISSIMMEE, FLORIDA

Mayor-Commissioner

ATTEST

City Clerk

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 438446-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency SAM/UEI Number: _____	DPTO	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55052000531 Vendor Number: VF596000348026
Contract Number: _____			
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, 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 of Taxiway "D" Rehabilitation 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)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

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 B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *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

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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *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, 2027. 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.

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9. Project Cost:

- a. The estimated total cost of the Project is \$500,000. 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 \$40,000 and, the Department's participation in the Project shall not exceed 8.00% 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,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- 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

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- 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

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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 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.

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- 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 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.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- 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

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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, 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

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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 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

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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 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

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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.

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.

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- 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, or an airport as defined in Section 332.004, 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

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, 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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. 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, defend, 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

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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, 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.

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- 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 Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

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)): This project will rehabilitate existing partial parallel Taxiway Delta, including Runway Incursion Mitigations (RIMs) correction. The rehabilitation is approximately 3200 LF. The project includes Medium Intensity Taxiway Lights (MITLS), guidance and mandatory signs, marking, grading, and drainage.

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): Taxiway Rehabilitation Design: 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, lighting and signage upgrades, pavement markings, permitting, plans preparation and bid documents, and bid and award services for the taxiway construction project. The Sponsor will comply with Aviation Program Assurances.

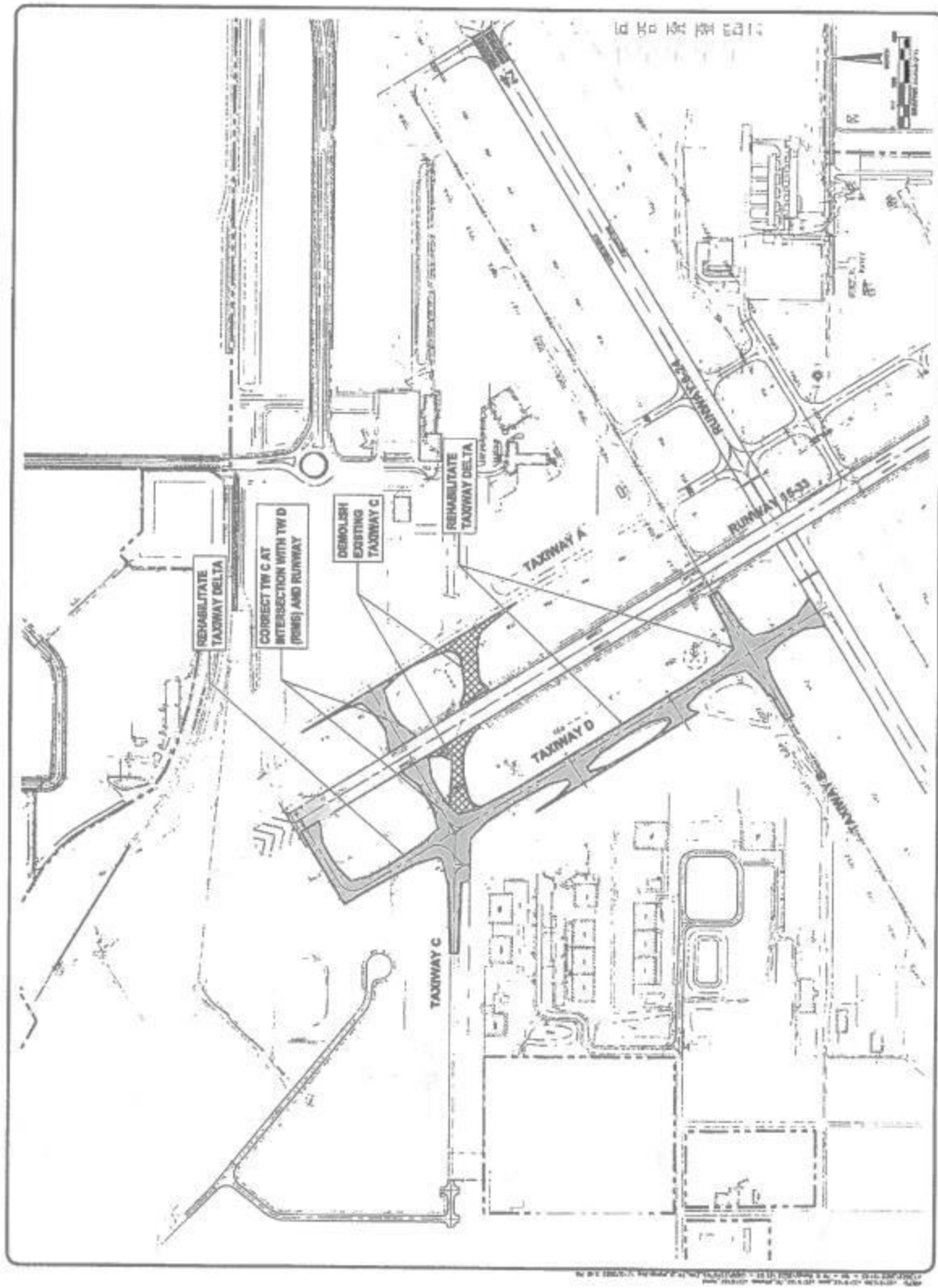
D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

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 materials.

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.

[illegible]

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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
438446-1-94-01	DPTO	088719	2024	740100	N/A	N/A	\$40,000.00
438446-1-94-01	FAA	088719	2024	740100	N/A	N/A	\$450,000.00
438446-1-94-01	LF	088719	2024	740100	N/A	N/A	\$10,000.00
Total Financial Assistance							\$500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$40,000.00	\$10,000.00	\$450,000.00	\$500,000.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$40,000.00	\$10,000.00	\$450,000.00	\$500,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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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

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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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

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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

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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.

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- 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.

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- 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.

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- 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

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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).

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- 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.

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- 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.

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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 -

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>.

ITEM 7.D

Approval for the Purchase of Two (2) Firefighting Apparatus

Request

Approval to make an advanced purchase of two (2) firefighting apparatus scheduled for replacement in FY2026 due to extended manufacturer delivery dates.

Explanation

The City of Kissimmee Fire Department requests Commission authorization to purchase two (2) Sutphen Custom Engines for a total cost of \$1,895,950 as scheduled replacements for engines in our current fleet. Staff has discussed this purchase with the City Manager and Finance Director and determined that it is in the City's best interest to purchase these apparatus outright, as opposed to the lease purchase method used in the past. Although these apparatus will be paid for in this fiscal year, it takes approximately three to four years for the trucks to be manufactured and received by the Department.

Purchasing the apparatus in this method will save the City \$320,234.

The funding for this purchase will come from funds originally budgeted in the Solid Waste account (41145716-506494), Project (SA2204-411-506494). These funds are not currently needed for that project and will be transferred to the Fire Operations account (10435206-506495) in a new project that will be set up. Funding budgeted for the annual lease payments for these engines in the Sales Tax Fund will be dedicated to covering the debt service for this funding source.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
41145716-506494	SA2204	Decrease		1,895,950
10435206-506495	To be set up	Increase		1,895,950

Financial Summary:

The funds will be transferred from the Solid Waste account to the Fire Operations account (10435206-506495) in a new project that will be set up.

Recommendation

Staff recommends approval to purchase two (2) firefighting apparatus using funds from the Solid Waste account (41145716-506494) Project (SA2204-41-506494), and approval to transfer these funds to the Fire Operations account (10435206-506495) in a new project to be set up. Staff also recommends approval for the Mayor to execute the Purchase Agreement for this purchase.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Fire

Presenter:

Attachment(s):

1. (S) Sutphen - Purchase Agreement



PURCHASE AGREEMENT
FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the City of Kissimmee of Florida, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PURCHASE PRICE:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of One Million Eight Hundred Ninety Five Thousand Nine Hundred Fifty Dollars (\$ 1,895,950.00) payable in full upon delivery.

Changes to National Fire Protection Association ("NFPA"), Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck may also incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be memorialized by a signed change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to Purchaser as soon as it reasonably believes any provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at Kissimmee Florida within approximately 39-45 Months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.

4. SUTPHEN WARRANTIES: Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Florida. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Osceola County Courts, Kissimmee, Florida, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By _____
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By Drew Sutphen

Title President

Date July 6, 2023

PURCHASER

THE City of Kissimmee

By _____

Title _____

Date _____

By _____

Title _____

Date _____

ITEM 7.E

Acceptance of Donation from Walmart Foundation for Shop with a Cop

Request

City Commission acceptance of donation in the amount of \$1,000 from the Wal-Mart Foundation for the purchase of Christmas gifts for the "Shop with a Cop" Program.

Explanation

The Wal-Mart Foundation has awarded the Kissimmee Police Department a donation in the amount of \$1,000. The following check has been received and awaits approval to be accepted by the Commission:

Wal-Mart Check Number 62259 Date: 05/29/2023 Amount: \$1,000

This donation is part of the Wal-Mart Foundation's commitment to the communities in which its stores are located.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
01500366 366002		Increase	\$1,000	
01530203 505255		Increase	\$1,000	

Financial Summary:

Funding will be used to purchase Christmas gifts for underprivileged children who will be accompanied by uniformed police officers.

Recommendation

Acceptance of donation in the amount of \$1,000 from the Wal-Mart Foundation for the purchase of Christmas gifts for the "Shop with a Cop" program and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police
Presenter:

Attachment(s):
None

City of Kissimmee

ITEM 7.F

Approval to use funds from the Law Enforcement Trust Fund for the City-Wide Security Enhancement Project

Request

The Police Department requests that the Commission approve the use of \$182,500 from the Law Enforcement Trust Fund (LETf) to partially fund the first phase of the City-Wide Security Enhancement Project (Project).

Explanation

KPD seeks to contribute to the funding of the Project, which calls for the construction, installation, and integration into the City's network of public safety cameras positioned at outdoor public spaces, like parks, trails, and traffic intersections, within the City. KPD received \$184,149.79 in forfeiture funds following the dissolution of the Osceola County Investigative Bureau and seeks to use these forfeiture funds for the Project.

The City Manager's Office has created a budget estimate for the first phase of this Project for \$281,680 that relies on \$182,500 in forfeiture funds and seeks to identify other sources for the remaining funding. The first phase of the Project will pay for the construction, installation, and integration into the City's network of additional public safety cameras within outdoor public spaces. The spending of LETf funds for this purpose complies with section 932.7055, Florida Statutes, as these funds will be used to purchase additional equipment to be used by the Department to prevent crime and promote safe trails within the City. Under section 932.7055, Florida Statutes, the Commission must approve the use of funds from the LETf.

Recommendation

Staff recommends approval of the use of LETf money for the Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. CWSE LETf Trust Fund Certification
2. Memo regarding CWSE LETf Trust Fund Certification

LAW ENFORCEMENT TRUST FUND CERTIFICATION

SUBJECT:

Use of LETF Funds for the first phase of the City-Wide Security Enhancement Project, which calls for the construction, installation, and integration into the City's network of public safety cameras positioned at outdoor public spaces, like parks, trails, and traffic intersections, within the City. Such funds will be used to purchase additional equipment to be used by the Department and the public safety cameras are intended to prevent crime and promote safe trails within the City.

As counsel for KPD, I certify this request for LETF complies with section 932.7055, Florida Statutes.



Assistant City Attorney

7/14/23

Date

I certify this LETF request complies with section 932.7055, Florida Statutes.



Chief of Police

7/24/23

Date

MEMORANDUM

Kissimmee Police Department

DATE: July 14, 2023

TO: Chief Betty Holland

FROM: Curtis McGehee, Police Legal Advisor

SUBJECT: LETF Certification for City-Wide Security Enhancement Project

KPD has previously indicated that it is seeking to use forfeiture monies distributed from the Osceola County Investigative Bureau (OCIB) to KPD following the dissolution of OCIB for the purpose of contributing to the funding of the City-Wide Security Enhancement Project (Project), which calls for the construction, installation, and integration into the City's network of public safety cameras positioned at outdoor public spaces, like parks, trails, and traffic intersections, within the City. KPD received \$184,149.79 in forfeiture funds following the dissolution of OCIB. \$72,955.04 of those funds were deposited into KPD's LETF account. \$111,194.74 of those funds were deposited into KPD's FAST accounts.

The City Manager's Office has submitted a proposal requesting \$182,500 in forfeiture funds to pay for the first phase of this Project. The City Manager's Office has submitted a budget estimate for the first phase of this Project for \$281,680 that relies on \$182,500 in forfeiture funds and seeks to identify the remaining of the funding from other sources. The first phase of the Project will pay for the construction, installation, and integration into the City's network of additional public safety cameras within outdoor public spaces. As counsel for KPD, I certify that this request for LETF funds complies with section 932.7055, Florida Statutes. These funds will be used to purchase additional equipment to be used by the Department and the public safety cameras are intended to prevent crime and promote safe trails within the City.

Additionally, I certify that this request for FAST funds complies with the current version of the U.S. Departments of Justice and Treasury's "Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies." This expenditure of fast funds is for the "[c]ost associated with the purchase of multi-use equipment ... used by both law enforcement and non-law enforcement personnel." Moreover, in an abundance of caution, I consulted the Departments of Treasury and Justice as to whether using FAST funds in this manner complies with agency guidelines and both Departments confirmed such expenditures were appropriate.

If you would like to request the City Commission to approve the use of LETF funds for this purpose, then please sign the attached form.

ITEM 7.G

Application of the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation from the U.S. Department of Justice

Request

Request City Commission approval to submit an application for the FY 2023 Bureau of Justice Affairs (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation from the United States Department of Justice Office.

Explanation

The Police Department requests approval to submit an application for the FY 2023 BJA Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation from the U.S. Department of Justice. On June 30 2023, the City was notified that the Office of Justice Programs is open to applications for funding under the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program. The City is eligible for \$29,974, which will be allocated for the partial funding of salaries for two police officers and one police sergeant as outlined in the grant application. The balance of the monies needed for the salaries and benefits of the officers and sergeant will continue to come from the General Fund.

This request is only for the approval to submit the application. The approval to accept the grant and increase the budget will come at a later date.

Recommendation

Staff recommends that the City Commission approve the application of the grant.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police

Presenter:

Attachment(s):

1. JAG Grant Opportunity OMB No. 1121-0329
2. JAG Program Fact Sheet June 2023
3. JAGFY23 Florida Local Allocations
4. JAG Grant Application for Federal Assistance (SF-424) #O-BJA-2023-171790 (3)
5. JAG Grant Disclosure of Lobbying Activities (SF-LLL) (1)

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

OMB No. 1121-0329
Expires 12/31/2023



BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Opportunity Number: O-BJA-2023-171790

Solicitation Release Date: June 30, 2023 12:00 PM ET

Application Grants.gov Deadline: August 24, 2023 8:59 PM ET

Application JustGrants Deadline: August 31, 2023 8:59 PM ET

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting state, local, and tribal jurisdictions' efforts to prevent or reduce crime and violence and to improve the fair administration of the justice system.

This solicitation incorporates guidance provided in the [OJP Grant Application Resource Guide](#) which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1– Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
C-BJA-2023-00105-PROD	Category 2–Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2023 JAG Program can be found at: <https://bjaojp.gov/program/jag/fy-2023-allocations>.

Eligible allocations under the JAG Program are posted annually on the [JAG web page](#). See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. eastern time (ET) Monday–Friday, and 10:00 a.m. to 8:00 p.m. ET on the solicitation

close date.

Submission Information

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants.

Step 1: The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF-424) and a **Disclosure of Lobbying Activities (SF-LLL)** form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

For technical assistance with submitting the SF-424 and an SF-LLL in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants application deadline.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 7 a.m. to 9 p.m. ET Monday–Friday and 9 a.m. to 5 p.m. ET on Saturday, Sunday, and federal holidays.

OJP encourages applicants to review, the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training. Applicants should maintain all receipts and confirmations received from SAM.gov, Grants.gov, JustGrants systems.

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Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states).

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

Statutory Authority: The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award

amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#) and click on their respective state and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2023 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.

2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Key areas of priority for BJA include advancing justice system reform efforts, advancing racial equity and support for underserved communities, preventing and combating hate crimes, crime and violence reduction strategies, and community violence intervention (CVI) approaches. BJA encourages recipients of FY 2023 JAG funds to consider coordination with federal law enforcement agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

Advancing Justice System Reform Efforts

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial bias and injustice and overly harsh sentences have swelled correctional populations which not only exacerbates distrust in the justice system, but also destabilizes the wellbeing of communities. To build strong, safe, and healthy communities, it is critical to address the underlying,

entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions must carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

Consistent with President Biden's [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety, and the [Safer America Plan](#), DOJ is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build community trust, alternatives to incarceration, community supervision reforms, support for mental health and substance use treatment services, community-driven programs and partnerships, and enhancing pretrial processes. Efforts to continue to address the backlog of court cases created during the pandemic would fall in this category. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Racial Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, DOJ is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, and to remove barriers to ensure equal opportunity for people of color and for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities.

BJA encourages JAG recipients to utilize funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety and efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, and indigent defense services. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to

provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Preventing and Combating Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, who they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language or concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the [U.S. Bureau of Justice Statistics' National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation's (FBI's) Uniform Crime Reporting (UCR) program shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2021 and 2022, there were several attacks on houses of worship, threats against Historically Black Colleges and Universities, and increased attacks on Asian Americans. Though many jurisdictions are facing significant increases in hate crimes and hate incidents, [a recent research study and survey from the National Institute of Justice \(NIJ\)](#) indicates that many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

In September 2022, Attorney General Merrick Garland [announced that all 94 U.S. Attorneys' offices](#) would be implementing the United Against Hate Program and emphasized that eliminating hate and bias-motivated crimes is one of DOJ's top priorities, and combating hate crimes and promoting trust and accountability in law enforcement was one of the Department's priority goals for fiscal year 2023. BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, improve data collection and reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur.

This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) do so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA's portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) programs, can be found at: [Hate Crime | Bureau of Justice Assistance \(ojp.gov\)](#).

Crime and Violence Reduction Strategies

The Biden–Harris Administration and DOJ have made crime and violence reduction a top priority. In May 2022, President Biden signed [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, which states, “since early 2020, communities around the country have faced rising rates of violent crime, requiring law enforcement engagement at a time when law enforcement agencies are already confronting challenges of staffing shortages and low morale.” According to an analysis of 27 cities conducted by the Council on Criminal Justice, the number of homicides in 2022 declined 4 percent over 2021, yet the homicide rate remained 34 percent higher than 2019 levels. Also, preliminary data compiled by the [National Law Enforcement Officers Memorial Fund](#) indicate that as of December 31, 2022, 226 federal, state, tribal, and local law enforcement officers died in the line of duty in 2022. Line-of-duty-related deaths continue to be a top concern. Sixty-four law enforcement officers were killed feloniously by firearms in 2022, which is an increase over the historical number of deaths by gunfire seen in the prior decade (2010–2020 saw an average of 53).

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys and Project Safe Neighborhoods grantees in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., 18 U.S.C. § 922(g)) are deterred from doing so by enhancing complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention, bolster the security of at-risk places of worship such as synagogues, churches, and mosques, provide

security for prosecutors and elections, enhanced community policing and crime prevention, enforcement of commonsense gun laws, and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Community Based Violence Intervention (CVI) Approaches

In April 2021, the [Biden–Harris Administration announced historic investments in CVI](#) efforts to combat the gun violence epidemic. CVI is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. On February 16, 2023, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that DOJ's approach to disrupting violent crime is: "centered on our partnerships – both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our approach is centered on building public trust. We know that we cannot do our jobs effectively without the trust of the communities we serve. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts towards those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines – all toward one goal: the goal of making our communities safer."

BJA encourages JAG recipients to invest JAG funds to tailor programs to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies typically focus on high-risk individuals and gang and gun violence as well as the historical and structural challenges that often contribute to community violence. CVI strategies should involve holistic, coordinated interventions attending to the multiple needs of individuals at high risk of gang and gun violence. For example, hospital-based violence intervention programs use credible messengers to connect with victims of gun violence while they are still in the hospital, and then wraparound services are typically provided to them such as behavioral health support, employment access, housing advocacy, and family support. More information on CVI strategies is available through [BJA's National Training and Technical Assistance Center \(NTTAC\)](#) and on BJA's website at: <https://bjaojp.gov/program/community-violence-intervention/overview>. BJA encourages JAG recipients to partner with organizations with existing CVI strategies to support and enhance those programs, which may include organizations funded under OJP's Community Based Violence Intervention and Prevention Initiative (CVIPI). To identify and learn

more about existing CVIPI grantees, review [OJP's CVIPI web page](#) and FY 2022 CVIPI award information. In addition, jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#).

Additional Uses of JAG Funds

JAG funds awarded under this FY 2023 solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an all-inclusive, diverse, expert, and accountable law enforcement workforce, with a focus on gender and racial diversity.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Promote data sharing and sex offender monitoring.

Additionally, JAG funds awarded under this FY 2023 solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used \(ojp.gov\)](#).

Limitations on the Use of JAG funds

Administrative Costs — Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting — JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds — Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG — The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Note: The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Other Program Requirements

A unit of local government that applies for and receives an FY 2023 JAG award must note the following:

Trust Fund — Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs) — ERPOs must include, at a minimum—

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in

federal court or promulgated by the state's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive and procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.

4. Penalties for abuse of the program.

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2023 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Body-worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2023 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG - Body-Worn Camera \(BWC\) Policy Certification](#).

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award

recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPPI). BWCPPI allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards (<https://cjitec.org/compliance-testing-program/compliant-product-lists/>). In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2023 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG - Body Armor Mandatory Wear Policy Certification](#). Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed

subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP webpage](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Death in Custody Reporting Act (DCRA) — The Death in Custody Reporting Act of 2013 (Public Law 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). To comply with DCRA, JAG State Administering Agencies (SAAs) are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies and submitting the data to BJA. Units of local government are strongly encouraged to cooperate with DCRA data collection efforts within their state.

Interoperable Communications — Units of local government (including any subrecipients) that are using FY 2023 JAG funds for emergency communications activities should comply with the SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the SAFECOM Guidance provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects.
- Emergency communications activities that can be funded through federal grants.
- Best practices, policies, and technical standards that help to improve interoperability.
- Resources to help grant recipients comply with technical standards and grant requirements.

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity & Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders, and partners. SAFECOM Guidance is applicable to all federal grants funding emergency communications. The most recent version of the SAFECOM Guidance is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2023 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2023 JAG Program funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System — In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1

violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years” (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI’s NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2023 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS — FBI](#).

Goals, Objectives, and Deliverables

Goals

In general, the FY 2023 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice and civil proceedings.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

A unit of local government that receives an FY 2023 JAG award will be required to produce various types of reports including quarterly performance reports in BJA’s Performance Measurement Tool (PMT), quarterly financial reports in JustGrants, and semi-annual progress reports in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work’s results, as discussed in the Application and Submission Information section.

Evidence-Based Programs

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information and applicable documentation to be included in the application, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

General Guidance for Federal Award

Anticipated number of awards BJA expects to make:1296

Anticipated maximum dollar amount for each award: \$4,660,745

Period of performance start date: October 1, 2022

Period of performance duration: 24 - 48 months

Anticipated Total amount to be awarded under solicitation: \$102,778,619

Category 1 — Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2 — Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1— Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
	Category				

C-BJA-2023-00105-PROD	2—Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48
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Awards, Amounts and Durations

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward. However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Availability of Funds

This solicitation, and awards under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY23 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see the "Federal Award Information" section.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Application and Submission Information

Content of Application Submission

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.” the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.”

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add: zip codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A brief Proposal Abstract (no more than 100 words), which concisely describes the intended use of JAG funds, must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of _____ will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of _____ will use JAG funds to hire credible messengers as part of a community based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of _____ and _____ will use JAG funds for technology improvements and equipment. Specifically, the county of _____ will use JAG funds to replace its records management system in order to transition to NIBRS, and the city of _____ will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1 — Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government's strategy/funding priorities for the FY 2023 JAG funds, the subaward process (if applicable, including dispartes) and

timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measure information is included as a notification that award recipients will be required to submit performance data as part of each award's reporting requirements. Some measures are presented as examples, while others are the exact measures that every recipient will be expected to address.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the goals, objectives, and deliverables identified in the "Goals, Objectives, and Deliverables" discussion. Applicants can visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

A list of performance measure questions for this program can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this

review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semi-annual performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

Indirect Cost Rate Agreement (if applicable)

If applicable, the applicant will upload their indirect cost rate agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

The applicant will download the questionnaire, complete it, and upload it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information and the link to the questionnaire.

Disclosure of Process Related to Executive Compensation

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this solicitation are not required to provide this disclosure.

Additional Application Components

The applicant will attach the requested documentation in JustGrants.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

Memorandum of Understanding (if applicable)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

OJP will not deny an application for an FY 2023 award if the recipient does not submit a properly executed MOU by the application deadline, but the award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits the properly executed MOU.

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled “Other Program Requirements.” The most up-to-date certification form can be found at: <https://bja.ojp.gov/doc/fy-23-local-jag-ce-certification.pdf>.

Disclosure and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

Complete and submit the SF-LLL in Grants.gov. Once the applicant submits in Grants.gov, this information will pre-pend into JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards, or is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) additional information.

How to Apply

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step

process via Grants.gov and JustGrants.

Step 1: After registering with SAM, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html> by the Grants.gov deadline. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

Step 2: The applicant must then submit the **full application** including attachments in JustGrants at JustGrants.usdoj.gov by the JustGrants deadline.

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from DIAMD-NoReply@usdoj.gov with instructions on how to create a JustGrants account. Register the Entity Administrator and the Application Submitter with JustGrants as early as possible but no later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive an emailed link to complete the rest of the application in JustGrants. The Entity Administrator also will need to log into JustGrants to review and invite the applicant's Authorized Representative(s) before an application can be submitted.

Submit the complete application package in JustGrants at least 24 – 48 hours prior to the JustGrants deadline. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by 8/24/2023 8:59 PM, ET.

The **full application** must be submitted in JustGrants by 8/31/2023 8:59 PM, ET.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates with sufficient time to correct any errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration process in sufficient

time (i.e., waiting until the date identified in this solicitation) is not an acceptable reason for late submission.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application

OJP will only consider a request to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented application submission.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes a tracking number generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks; and for this reason, applicants are encouraged to email the appropriate service desk, even if they also intend to call the service desk for phone support. Experiencing wait times for phone support does not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov - contact the [SAM Help Desk \(Federal Service Desk\)](#), Monday – Friday from 8 a.m. to 8 p.m. ET at 866-606-8220.
- Grants.gov - contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants - contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday – Friday from 7 a.m. to 9 p.m. ET and Saturday, Sunday, and Federal holidays from 9 a.m. to 5 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must -

- describe the technical difficulties experienced,
- include a timeline of the applicant's submission efforts (e.g., date and time the

- error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded),
- include an attachment of the complete grant application and all the required documentation and materials,
- include the applicant's Unique Entity Identifier (UEI), and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue or that does not submit a waiver request within the required time period will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [OJP Grant Application Resource Guide](#).

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant may review and comment on any information about its organization that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant entity.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30th. See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “Program Description” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports - Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1 — Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semi-annual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), and contact information for Grants.gov and JustGrants, see the solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Application Checklist

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Formula Program - Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference the [OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov:

- Acquire or renew your Entity's [System Award Management \(SAM\) Registration Information](#) (see [OJP Grant Application Resource Guide](#))

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant Application Resource Guide](#))

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s)
- Select the correct Competition ID
- Access the funding opportunity and application package (see Step 7 in the [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [OJP Grant Application Resource Guide](#))

Review the Overview of Post-Award Legal Requirements

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2023 Awards](#)” in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Review Eligibility Requirement: Review the Eligibility section on the cover page and

Eligibility Information section in the solicitation.

Application Step 1

Submit the **SF-424** and **SF-LLL** in Grants.gov

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov**
- Submit Intergovernmental Review (if applicable)

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- a submission receipt
- a validation receipt
- a grantor agency retrieval receipt
- an agency tracking number assignment

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants

Application Step 2

Submit the following information in JustGrants

Application Components

- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [OJP Grant Application](#)

- [Resource Guide](#))
- Memorandum of Understanding (if applicable)
- [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Review, Certify and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received:

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [OJP Grant Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[OJP Grant Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions and sign-up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training Page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists and other resources to help applicants complete an application.

[Virtual Q&A Sessions](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.

BUREAU OF JUSTICE ASSISTANCE FACT SHEET

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

Program Overview

Named after [Edward “Eddie” R. Byrne](#), an officer in the New York City Police Department who was murdered while protecting a witness in a drug case, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the leading federal source of criminal justice funding to state and local jurisdictions. Administered by the Bureau of Justice Assistance (BJA), the JAG Program provides states, territories, tribes, and local governments with critical funding necessary to support a range of program areas including:

- law enforcement;
- prosecution and court;
- prevention and education;
- corrections and community corrections, including reentry;
- drug treatment and enforcement;
- planning, evaluation, and technology improvement;
- crime victim and witness initiatives;
- mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and
- implementation of state crisis intervention court proceedings and related programs or initiatives including, but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

Also see [Purposes for Which Funds Awarded Under the JAG Program May Be Used](#) for more information.

Legislation

The JAG Program is authorized by Title I of Public Law 90–351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at [34 U.S.C. 10151-10158](#)); see also [28 U.S.C. 530C \(a\)](#).

Funding and Awards

Since fiscal year (FY) 2005, BJA has funded over 24,000 direct JAG awards, totalling over \$7.6 billion. Award information can be found at [Opportunities & Awards | OJP Award Data | Office of Justice Programs](#).

Formula

For each state and territory, the Bureau of Justice Statistics calculates a minimum base allocation which, based on the congressionally mandated JAG formula, can be enhanced by (1) the state’s share of the national population and (2) the state’s share of the country’s Part 1 violent crime statistics as reported by the Federal Bureau of Investigation’s (FBI’s) Uniform Crime Reporting (UCR) Program. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. For additional details regarding the JAG formula and award calculation process, with examples, please review the [JAG Technical Report](#).

Eligibility and Program Guidance

All 56 states and territories are eligible as well as units of local government and tribes identified annually in the JAG allocation charts.¹ BJA posts the annual JAG Program

¹ States must designate a single State Administering Agency (SAA) that has authority to apply on their behalf. Contact information for each SAA can be found at www.ojp.gov/saa.



FACT SHEET

solicitations (program guidance) and allocation charts to its [JAG web page](#), which also contains a direct link to [JAG Frequently Asked Questions](#) (JAG FAQs) that are updated regularly.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Each year, BJA includes areas of emphasis in the JAG program solicitations, encouraging state and local award recipients to consider coordination with federal law enforcement agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. In FY 2023, the JAG areas of emphasis are:

- Advancing Justice System Reform Efforts;
- Advancing Racial Equity and Support for Underserved Communities;
- Preventing and Combating Hate Crimes;
- Crime and Violence Reduction Strategies; and
- Community Based Violence Intervention (CVI) Approaches.

Additional information on each area of emphasis can be found in the state and local JAG solicitations located on the [BJA JAG web page](#).

How/When to Apply

BJA solicits applications for state and local JAG awards every year in the spring/summer. All JAG applications must be submitted via [Grants.gov](#) and the Department of Justice's (DOJ's) [Justice Grants \(JustGrants\) System](#).

Award Length

Awards of \$25,000 or more begin October 1, the first day of the fiscal year, and are 4 years in length. Awards that are less than \$25,000 also begin October 1 and are 2 years in length. Requests for up to 2 additional years to complete performance of the award will be granted automatically for awards that are less than \$25,000. Extensions beyond a 4-year period for all JAG awards may be approved on a case-by-case basis at the discretion of BJA.

Match Requirement

A match is not required.

Reporting Requirements

For FY 2020 and future years, JAG recipients of less than \$25,000 are required to submit quarterly [performance measures](#) in the [Performance Measurement Tool](#) (PMT) as well as quarterly Federal Financial Reports (SF-425s) and annual programmatic performance reports in [JustGrants](#). All other JAG award recipients are required to submit quarterly performance measures in the PMT as well as quarterly SF-425s and semi-annual programmatic performance reports in [JustGrants](#). Detailed reporting information can be found in the [JAG FAQs](#).

Statewide Strategic Plans

States are required to submit a comprehensive strategic plan with their applications. Additionally, in any year in which the statewide strategic plan is not fully updated, states must also submit a brief annual report with their applications.

To help ensure that states consider the impact of JAG funding decisions across the entire criminal justice system, BJA strongly encourages each state to bring all criminal justice system stakeholders together in the strategic planning process. The strategic planning process should include local governments and representatives of all segments of the criminal justice system, including judges, prosecutors, law enforcement personnel, and corrections personnel, as well as providers of indigent defense services, victim services, juvenile justice delinquency prevention programs, community corrections, and reentry services. BJA offers no-cost training and technical assistance to state JAG recipients to support strategic planning efforts and the implementation of fair, just, evidence-based and effective policies and practices. To learn more visit: <https://bja.ojp.gov/program/jag/training-technical-assistance>.

Reductions/Penalties

The Sex Offender Registration and Notification Act (SORNA), which is Title I of the [Adam Walsh Child Protection and Safety Act of 2006](#), mandates a 10 percent

reduction in a JAG award to a state that has failed to substantially implement SORNA. Further, states that have substantially implemented SORNA have an ongoing obligation to maintain their implementation each year. A JAG reduction will be applied for each year a jurisdiction has failed to substantially implement SORNA. For additional information regarding SORNA implementation, including requirements and a list of states that will be affected in the current fiscal year by the 10 percent reduction to the JAG award, send inquiries to AskSMART@usdoj.gov. Additional SORNA guidance can be found within the [SORNA FAQs](#).

The Prison Rape Elimination Act (PREA) National Standards are set out at [28 C.F.R. Part 115](#) and apply to confinement facilities including adult prisons and jails, juvenile facilities, and police lockups. Under PREA, if a state's chief executive (e.g., Governor) does not certify full compliance with the PREA National Standards, the state is subject to the loss of 5 percent of certain DOJ grant funds, including JAG award funds, unless the chief executive submits an assurance to DOJ that no less than 5 percent of such funds will be used solely for the purpose of enabling the state to achieve and certify full compliance with the PREA National Standards in future years. See [34 U.S.C. § 30307\(e\)\(2\)](#). For additional information concerning PREA implementation, send inquiries to the PREA Management Office at PREACompliance@usdoj.gov and/or review the [PREA FAQs](#).

National Incident-Based Reporting System Compliance

By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years" (34 U.S.C. 10156(a)(1)(B)). Historically, JAG calculations have been based on data collected by the FBI through the Uniform Crime Reporting (UCR) Program's Summary Reporting System (SRS).

As of January 1, 2021, the UCR Program phased out SRS and transitioned to NIBRS-only data collection and agencies are no longer able to submit SRS data. BJS uses a combination of NIBRS and SRS data in determining

eligibility, with NIBRS data being used from 2021 forward. In practice, if a jurisdiction has previously reported at least 3 years of SRS data during the prior 10-year period (2012-2021) and did not begin reporting NIBRS data in 2021, the jurisdiction will still be potentially eligible for a JAG award, as the jurisdiction still meets the minimum statutory requirement. Agencies that began reporting NIBRS data in 2021 but have not previously reported SRS data or who reported fewer than 2 years of SRS data during the 2012-2021 data years will not be eligible for an award. For more information on NIBRS, please see: [National Incident-Based Reporting System \(NIBRS\) | Bureau of Justice Statistics \(ojp.gov\)](#).

Death in Custody Reporting Act Compliance

In FY 2019, BJA began requiring reporting from states pursuant to the Death in Custody Reporting Act (DCRA; [Public Law 113-242](#)). DCRA requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, in the process of being arrested, en route to be incarcerated, or is incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted out by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). All DCRA data are reported in the [PMT](#). Beginning with FY 2023 awards, States must submit a DCRA state implementation plan with their applications, which includes its plan for collecting and reporting DCRA program data. The required elements in the DCRA state implementation plan can be found at: [DCRA State Implementation Plan Guidance](#). Additionally, in any year in which the DCRA state implementation plan is not updated, states must submit a brief annual DCRA implementation update with their applications. BJA offers no-cost training and technical assistance to state JAG recipients to support DCRA data collection efforts. To learn more visit: <https://bja.ojp.gov/program/dcra/training-and-technical-assistance>. Additional information on DCRA reporting can be found on the [DCRA web page](#) and in the [DCRA Reporting Guidance and FAQs](#). A state that fails to comply may, at the discretion of the Attorney General, be subject to not more than a 10-percent reduction of the funds that would otherwise be allocated for that fiscal year to the state under the JAG program.

About Officer Byrne

Edward R. Byrne was destined for a life in law enforcement, having a father who was an officer with the New York City Police Department. Born on February 21, 1966, Eddie – as he was known by family and friends – was an outgoing and friendly person who had a strong calling to public service and wanted to make his city, New York City, a safer place.



In 1986, Eddie became a New York City Transit Police Officer, to help ensure the safety of New York City's subway commuters. In 1987, Officer Byrne joined the New York City Police Department's finest, assigned to the 103rd Precinct. Well-liked by his brothers and sisters in blue, Eddie was passionate about his job and loved the opportunities it offered him to interact with the people he had sworn to protect.

In the early morning hours of February 26, 1988, Officer Byrne was on detail protecting a witness who had agreed to testify in court against local drug dealers. Officer Byrne was in his patrol car outside the witness's home around 3:30 a.m. when two armed gunmen crept up to his car from both sides. One of the men knocked on the passenger-side window to distract Officer Byrne just as a second perpetrator ran up to the driver's side window and, without uttering a sound, opened fire. Officer Byrne was shot five times in the head. Both gunmen, along with two other perpetrators who served as lookouts, fled the scene. Officer Byrne was rushed to Mary Immaculate Hospital where he died of his wounds. He was only 22 years old.

The four assailants were captured six days after the murder and were eventually sentenced to 25 years to life. They were members of a gang who had been instructed by a jailed drug kingpin to kill a police officer.

NYPD lost one of its finest that day, and Eddie's family lost a loved and cherished son and brother. Leaving behind his parents and three brothers, Eddie's brothers continued the family tradition of law enforcement and justice by dedicating their careers to the field.

BJA is honored to administer "Byrne" funding to communities nationwide in memory of Officer Byrne.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter (@DOJBJA). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 307098

2023 Florida Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	BROWARD COUNTY	County	\$30,220	
FL	CORAL SPRINGS CITY	Municipal	\$17,479	
FL	DANIA BEACH CITY	Municipal	\$19,480	
FL	DAVIE CITY	Municipal	\$24,897	
FL	DEERFIELD BEACH CITY	Municipal	\$29,697	
FL	FORT LAUDERDALE CITY	Municipal	\$100,385	
FL	HALLANDALE BEACH CITY	Municipal	\$18,310	
FL	HOLLYWOOD CITY	Municipal	\$41,884	
FL	LAUDERDALE LAKES CITY	Municipal	\$28,220	
FL	LAUDERHILL CITY	Municipal	\$53,978	
FL	MIRAMAR CITY	Municipal	\$30,651	
FL	NORTH LAUDERDALE CITY	Municipal	\$20,557	
FL	OAKLAND PARK CITY	Municipal	\$25,512	
FL	PEMBROKE PINES CITY	Municipal	\$27,020	
FL	PLANTATION CITY	Municipal	\$19,972	
FL	POMPANO BEACH CITY	Municipal	\$80,413	
FL	SUNRISE CITY	Municipal	\$17,603	
FL	TAMARAC CITY	Municipal	\$16,556	\$602,834
FL	LEON COUNTY	County	\$29,543	
FL	TALLAHASSEE CITY	Municipal	\$131,683	\$161,226
FL	PINELLAS COUNTY	County	\$46,254	
FL	ST PETERSBURG CITY	Municipal	\$154,671	\$200,925
FL	ALACHUA COUNTY	County	\$73,335	
FL	ALTAMONTE SPRINGS CITY	Municipal	\$11,787	
FL	AOPKA CITY	Municipal	\$20,650	
FL	BAY COUNTY	County	\$30,959	
FL	BELLE GLADE CITY	Municipal	\$18,188	
FL	BOCA RATON CITY	Municipal	\$18,372	
FL	BOYNTON BEACH CITY	Municipal	\$48,192	
FL	BRADENTON CITY	Municipal	\$32,436	
FL	BREVARD COUNTY	County	\$52,316	
FL	CAPE CORAL CITY	Municipal	\$23,019	
FL	CASSELBERRY CITY	Municipal	\$10,617	
FL	CHARLOTTE COUNTY	County	\$24,588	
FL	CITRUS COUNTY	County	\$34,282	

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	CLAY COUNTY	County	\$48,469	
FL	CLEARWATER CITY	Municipal	\$44,284	
FL	COCOA CITY	Municipal	\$15,572	
FL	COLLIER COUNTY	County	\$75,766	
FL	COLUMBIA COUNTY	County	\$14,218	
FL	DAYTONA BEACH CITY	Municipal	\$70,258	
FL	DE LAND CITY	Municipal	\$17,479	
FL	DE SOTO COUNTY	County	\$10,371	
FL	DELRAY BEACH CITY	Municipal	\$35,267	
FL	ESCAMBIA COUNTY	County	\$137,684	
FL	FLAGLER COUNTY	County	\$17,941	
FL	FLORIDA CITY CITY	Municipal	\$31,944	
FL	FORT MYERS CITY	Municipal	\$47,239	
FL	FORT PIERCE CITY	Municipal	\$24,404	
FL	GAINESVILLE CITY	Municipal	\$91,061	
FL	GREENACRES CITY	Municipal	\$12,156	
FL	HENDRY COUNTY	County	\$12,187	
FL	HERNANDO COUNTY	County	\$41,206	
FL	HIALEAH CITY	Municipal	\$45,638	
FL	HIGHLANDS COUNTY	County	\$19,572	
FL	HILLSBOROUGH COUNTY	County	\$168,612	
FL	HOMESTEAD CITY	Municipal	\$61,794	
FL	INDIAN RIVER COUNTY	County	\$20,927	
FL	JACKSON COUNTY	County	\$10,217	
FL	JACKSONVILLE BEACH CITY	Municipal	\$11,848	
FL	JACKSONVILLE CITY	Municipal	\$544,427	
FL	JUPITER CITY	Municipal	\$10,248	
FL	KISSIMMEE CITY	Municipal	\$29,974	
FL	LAKE CITY CITY	Municipal	\$15,448	
FL	LAKE COUNTY	County	\$43,730	
FL	LAKE WORTH BEACH CITY	Municipal	\$36,560	
FL	LAKELAND CITY	Municipal	\$34,314	
FL	LARGO CITY	Municipal	\$30,251	
FL	LEE COUNTY	County	\$119,250	
FL	LEESBURG CITY	Municipal	\$15,572	
FL	LEVY COUNTY	County	\$42,715	
FL	MADISON COUNTY	County	\$11,478	
FL	MANATEE COUNTY	County	\$128,544	

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	MARION COUNTY	County	\$96,877	
FL	MARTIN COUNTY	County	\$29,051	
FL	MELBOURNE CITY	Municipal	\$59,610	
FL	MIAMI BEACH CITY	Municipal	\$73,581	
FL	MIAMI CITY	Municipal	\$260,750	
FL	MIAMI GARDENS CITY	Municipal	\$75,058	
FL	MIAMI-DADE COUNTY	County	\$517,346	
FL	MONROE COUNTY	County	\$16,588	
FL	NASSAU COUNTY	County	\$15,633	
FL	NEW PORT RICHEY CITY	Municipal	\$12,586	
FL	NORTH MIAMI BEACH CITY	Municipal	\$28,313	
FL	NORTH MIAMI CITY	Municipal	\$46,531	
FL	NORTH PORT CITY	Municipal	\$10,125	
FL	OCALA CITY	Municipal	\$41,391	
FL	OCOE CITY	Municipal	\$13,818	
FL	OKALOOSA COUNTY	County	\$47,331	
FL	OKEECHOBEE COUNTY	County	\$16,526	
FL	OPA-LOCKA CITY	Municipal	\$31,974	
FL	ORANGE COUNTY	County	\$438,256	
FL	ORLANDO CITY	Municipal	\$214,281	
FL	ORMOND BEACH CITY	Municipal	\$13,079	
FL	OSCEOLA COUNTY	County	\$65,118	
FL	PALM BAY CITY	Municipal	\$34,713	
FL	PALM BEACH COUNTY	County	\$145,193	
FL	PALM SPRINGS CITY	Municipal	\$17,695	
FL	PANAMA CITY BEACH CITY	Municipal	\$11,510	
FL	PANAMA CITY CITY	Municipal	\$23,542	
FL	PASCO COUNTY	County	\$134,699	
FL	PENSACOLA CITY	Municipal	\$32,867	
FL	PINELLAS PARK CITY	Municipal	\$18,988	
FL	PLANT CITY CITY	Municipal	\$16,833	
FL	POLK COUNTY	County	\$113,803	
FL	PORT ST LUCIE CITY	Municipal	\$23,850	
FL	PUTNAM COUNTY	County	\$10,740	
FL	RIVIERA BEACH CITY	Municipal	\$36,529	
FL	SANFORD CITY	Municipal	\$43,976	
FL	SANTA ROSA COUNTY	County	\$20,465	
FL	SARASOTA CITY	Municipal	\$30,928	

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	SARASOTA COUNTY	County	\$41,822	
FL	SEMINOLE COUNTY	County	\$43,730	
FL	ST JOHNS COUNTY	County	\$25,573	
FL	ST LUCIE COUNTY	County	\$25,788	
FL	SUMTER COUNTY	County	\$17,756	
FL	SUWANNEE COUNTY	County	\$12,833	
FL	TAMPA CITY	Municipal	\$167,289	
FL	TITUSVILLE CITY	Municipal	\$29,574	
FL	VOLUSIA COUNTY	County	\$55,332	
FL	WEST PALM BEACH CITY	Municipal	\$84,568	
FL	WINTER GARDEN CITY	Municipal	\$15,049	
FL	WINTER HAVEN CITY	Municipal	\$18,280	
	Local total		\$6,890,099	

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	O-BJA-2023-171790
Opportunity Title:	BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
Opportunity Package ID:	PKG00282389
CFDA Number:	16.738
CFDA Description:	Edward Byrne Memorial Justice Assistance Grant Program
Competition ID:	C-BJA-2023-00105-PROD
Competition Title:	Category 2-Applicants with eligible allocation amounts of \$25,000 or more
Opening Date:	06/30/2023
Closing Date:	08/24/2023
Agency:	Bureau of Justice Assistance
Contact Information:	For assistance with the requirements of this solicitation, contact the OJP Response Center at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. eastern time (ET) Monday-Friday, and 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01147921
Application Filing Name:	BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
UEI:	DPHBBJP7RHY3
Organization:	CITY OF KISSIMMEE
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	Jun 30, 2023 04:15:00 PM EDT
Form State:	No Errors

FORM ACTIONS:

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Kissimmee

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-6000348

*** c. UEI:**

DPHBBJP7RHY3

d. Address:

*** Street1:**

101 Church Street

Street2:

*** City:**

Kissimmee

County/Parish:

*** State:**

FL: Florida

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

34741-5054

e. Organizational Unit:

Department Name:

Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Brandon

Middle Name:

*** Last Name:**

Durango

Suffix:

Title:

Procurement and Grants Manager

Organizational Affiliation:

*** Telephone Number:**

(407) 701-6207

Fax Number:

*** Email:**

brandon.durango@kissimmee.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

* 12. Funding Opportunity Number:

O-BJA-2023-171790

* Title:

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

13. Competition Identification Number:

C-BJA-2023-00105-PROD

Title:

Category 2-Applicants with eligible allocation amounts of \$25,000 or more

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Kissimmee Police Officer Funding Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	29,974.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	29,974.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	O-BJA-2023-171790
Opportunity Title:	BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
Opportunity Package ID:	PKG00282389
CFDA Number:	16.738
CFDA Description:	Edward Byrne Memorial Justice Assistance Grant Program
Competition ID:	C-BJA-2023-00105-PROD
Competition Title:	Category 2-Applicants with eligible allocation amounts of \$25,000 or more
Opening Date:	06/30/2023
Closing Date:	08/24/2023
Agency:	Bureau of Justice Assistance
Contact Information:	For assistance with the requirements of this solicitation, contact the OJP Response Center at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. eastern time (ET) Monday-Friday, and 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01147921
Application Filing Name:	BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
UEI:	DPHBBJP7RHY3
Organization:	CITY OF KISSIMMEE
Form Name:	Disclosure of Lobbying Activities (SF-LLL)
Form Version:	2.0
Requirement:	Mandatory
Download Date/Time:	Jun 30, 2023 04:18:49 PM EDT
Form State:	No Errors

FORM ACTIONS:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name: City of Kissimmee Police Department * Street 1: 8 North Stewart Lane Street 2: * City: Kissimmee, FL 34741-5054 State: Zip: Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: U.S. Department of Justice	7. * Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant Program CFDA Number, if applicable: 16.738	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name N/A Middle Name * Last Name N/A Suffix * Street 1 N/A Street 2 * City N/A State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name N/A Middle Name * Last Name N/A Suffix * Street 1 N/A Street 2 * City N/A State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: Completed on submission to Grants.gov * Name: Prefix * First Name Olga Middle Name * Last Name Gonzalez Suffix Title: Mayor Telephone No.: (407) 518-2315 Date: Completed on submission to Grants.gov		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

ITEM 7.H

Interlocal Agreement between the City of Kissimmee and the School Board of Osceola County relating to the Denn John Middle School Gymnasium

Request

Approval of the Interlocal Agreement between the City of Kissimmee and the School Board of Osceola County relating to the Denn John Middle School Gymnasium.

Explanation

The City of Kissimmee and the School Board of Osceola County wish to enter into an Interlocal Agreement relating to the replacement of the gymnasium floor at Denn John Middle School. The City of Kissimmee will contribute financially to the replacement cost and in return be given the right of first reserved use of the gymnasium. The City has had a long-standing partnership with the School District for use of the Denn John gym outside of school hours for recreation programs that we operate at the facility for the general community.

The term of this agreement will be for a period of ten (10) years from the effective date. The School Board will replace the gymnasium floor and in consideration of the right of first reserved use, the City will pay \$10,000 on October 1, 2024 and \$10,000 on each subsequent October 1st while this agreement is in effect. These funds will be budgeted in the Recreation Division's annual Operating Budget.

Recommendation

Staff recommends approval of the Interlocal Agreement between the City of Kissimmee and the School Board of Osceola County relating to the use of the Denn John Middle School Gymnasium.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) Interlocal Agreement Denn John Middle School (final)

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND THE
SCHOOL BOARD OF OSCEOLA COUNTY
DENN JOHN MIDDLE SCHOOL
GYMNASIUM**

THIS AGREEMENT is made this _____ day of _____ 2023 by and between the City of Kissimmee, a municipal corporation (hereinafter referred to as City) and the School Board of Osceola County, a public body corporate organized and existing under the laws of the State of Florida (hereinafter referred to as School Board), collectively hereinafter referred to as the “Parties,” and each represent as follows:

WHEREAS: Chapter 166, Florida Statutes, municipalities, Section 166.021 Powers, authorizes City to exercise any power for municipal purpose, except when expressly prohibited by law; and

WHEREAS: Chapter 1001, Part II, Florida Statutes, District School System, Section 1001.32(2) Management, Control, Operation, Administration and Supervision, authorizes the School Board to operate, control and supervise all free public schools and exercise any power except as expressly prohibited; and

WHEREAS: Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", as amended, authorizes local government units to enter into Interlocal Agreements for the mutual benefit of the governmental unit; and

WHEREAS: School Board operates the Denn John Middle School, which includes as part of its facilities, a gymnasium (the “Gym”); and

WHEREAS: School Board plans to replace the Gym floor at Denn John Middle School and the City is desirous of reserved use of the Gym for City recreational programs; and

WHEREAS: The City and School Board have determined that it shall serve the public interest and the economic advantage of both parties to enter into an Interlocal Agreement for the joint use of the Gym;

NOW THEREFORE, In consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, the parties agree as follows:

Section 1. Recital. The above recitals are true, correct and incorporated herein.

Section 2. City's Right to Use. For the consideration specified in Paragraph 3, the City shall have the right to use the Denn John Middle School Gymnasium owned by the School Board at 2001 Denn John Lane, Kissimmee, Florida 34744.

Section 3. Consideration for the Right to Use. The consideration to be paid by the City shall be \$10,000 on October 1, 2024 and \$10,000 on each subsequent October 1st that this Agreement is in effect.

Section 4. Right of Use.

(a) The School Board will allocate and grant first reserved use of the Gym to the City for use after normal School hours as follows:

- Monday - Friday: 6:00 p.m. - 10:00 p.m.
- Saturday 7:00 a.m. - 10:00 p.m.
- Sunday: 8:00 a.m. - 10 :00 p.m.
- During days that school is not in operation - City may have use from 7:00 a.m. - 10 :00 p.m. with 30-day prior notification.

If the City does not need the use of the Gym during those times, then the terms of the Interlocal Agreement: Master Plan Use and Development of Recreational Facilities shall control the use of the Gym.

(b) The City shall staff and operate, at their expense, the Gym in accordance with all Federal, State, and local laws, rules, regulations, policies and ordinances at all times that the City has scheduled use of the Gym.

Section 5. Condition of the Gym. It shall be the School Board's responsibility to ensure that the Gym and all associated and related facilities are fit for the intended purpose under current standards of organized School Board approved educational or athletic activities. The premises shall be kept in good and serviceable condition in accordance with reasonable industry standards. Additionally, the School Board shall return the Gym in good order to the City, before each scheduled use, normal wear and tear excepted. "Good order" shall mean that all trash inside the Gym and in the outside area surrounding the Gym, has been picked up and bagged.

Section 6. Hold Harmless and Indemnification.

(a) **Obligation of the City.** The City agrees to hold harmless and indemnify the School Board, without waiver of the limits of sovereign immunity in Section 768.28, Florida Statutes, as it may be amended from time to time, from and against any and all losses, damages, liabilities, causes of action, expenses (including, but not limited to, attorneys' fees and costs at all trial and appellate level proceedings and whether

or not a lawsuit is commenced) and/or any other matters which arise during, occur as a result of, or are related in any manner to any negligent act or omission, reckless or grossly negligent act or omission or intentional act or omission by the City or any of its agents, employees or invitees where such is related to or arises from, in any manner, the design, construction, operation, maintenance, use or treatment of any aspect of the Gym.

- (b) **Obligation of the School Board.** The School Board agrees to hold harmless and indemnify the City, without waiver of the limits of sovereign immunity specified in Section 768.28, Florida Statutes, as it may be amended from time to time, from and against any and all losses, damages, liabilities, causes of action, expenses (including, but not limited to, attorneys' fees and costs at all trial and appellate level proceedings and whether or not a lawsuit is commenced) and/or any and all other matters which arise during, occur as a result of, or are related in any manner to any negligent act or omission, reckless or grossly negligent act or omission, or intentional act or omission by the School Board or any of its agents or employees where such is related to or arises from, in any manner, the design, construction, operation, maintenance, use or treatment of any aspect of the Gym.

Section 7. Term of the Agreement. This Agreement shall be for a term of Ten (10) years. At the conclusion of the term of the Agreement, the parties will negotiate in good faith towards a renewal Agreement for the right to use by the City.

Section 8. Notice and Opportunity to Cure. Upon any breach of this Agreement, the party not in breach shall serve written notice to the party in breach and demand that the breach be cured within Thirty (30) calendar days from the date of notice. The party in breach may then cure within such notification period. If the default is not cured, then the Agreement may be canceled in which event the non-defaulting party shall have all remedies available at law or in equity.

Section 9. Dispute Resolution. The resolution of any dispute, which is not cured within the applicable cure period, as that may be extended by agreement of the parties, shall be in a court of appropriate jurisdiction in Osceola County, Florida. Each party shall bear its own attorneys' fees and costs in the event of litigation. The parties are encouraged to submit any dispute to non-binding mediation prior to litigation, although such shall not be a condition precedent to filing an action. Both parties agree to waive a jury trial.

Section 10. Notice. Notice to the School Board shall be to the Superintendent or their designee. Notice to the City shall be to the Director of Parks and Recreation or their designee.

Section 11. Construction of the Agreement. This Agreement shall be deemed written by both parties, and both parties were represented by counsel during the course of these negotiations and the preparation of the Agreement. Accordingly, the Agreement shall not be construed for or against a particular party on the basis that it was drafted by a particular party. Sections of the Agreement are referred to herein as "paragraphs", and the headings of the paragraphs, which are underlined, are intended to assist in the organization of the Agreement and shall not be relied upon nor referred to in construing the meaning of this Agreement. Where appropriate in the context, the

singular shall mean the plural and vice versa, and the reference to the male gender shall also mean the female gender.

Section 12. Recordability and Assignment. This Agreement may not be assigned by either party without the express written consent of the other. In the event the School Boards sells or otherwise transfers possession, operation, or ownership of the Gym to another entity, the City's rights of use hereunder shall run with the land and shall be binding upon such transferee.

Section 13. Authority to Enter this Agreement. The parties acknowledge and certify that each has the authority to enter this Agreement and the same is binding upon the respective parties.

Section 14. The City to Return Gym in Good Order. The City will return the Gym in good order, after each scheduled use, normal wear and tear excepted. "Good order" shall have the meaning provided in Section 5 above. The School Board will provide the City ally cleaning supplies necessary to comply with this Section.

Section 15. Maintenance and Custodial Work.

- i. The School Board will provide it's normal custodial and maintenance work which will, when possible, be scheduled around school and City recreation programs.
- ii. If there is extra custodial and maintenance work required due to use by the City, as determined by the Principal and Assistant Parks and Recreation Director, the City will be charged for such services. Notification of the extra cost will be provided within (3) business days after the use of the Gym.
- iii. Extra custodial and maintenance work performed will be charged at a pass-through rate.

Section 16. Rebate if Gym is Closed. If the Gym is closed or unusable for more than three (3) consecutive months,, during the Term of this Agreement, the City will be refunded the monthly pro-rata amount for such loss of use, amortizing its payment over the period of ten (10) years.

Section 17. Termination. The Parties reserve the right to terminate the Agreement by giving the other party written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from either party, all rights and duties of the Parties under the Agreement shall continue during such notice period. The City intends to build a fieldhouse during the Term of this Agreement. Once the City's fieldhouse has been completed, this Agreement will no longer be necessary for the City and the City may terminate this Agreement.

[Signature pages to follow.]

Signed, sealed and delivered
in the presence of witnesses:

**THE SCHOOL BOARD OF OSCEOLA COUNTY,
FLORIDA**

By: _____
_____, Chair

ATTEST:

By: _____
Mark Shanoff, Ed. D, Superintendent

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2023, by _____, Chair/Vice Chair of THE SCHOOL BOARD OF OSCEOLA COUNTY, FL, (check one) ☐ who is personally known to me, or ☐ who produced _____ as identification.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Typed, Printed or Stamped)

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

ITEM 7.I

Kissimmee Executive Park Replat - Final Plat (DRC# SR-23-0005)

Request

Approval of the final plat known as Kissimmee Executive Park Replat.

Explanation

The owner of the property, Christaville Inc., is requesting final plat approval without a guarantee. The property is south of West Vine Street and east of Armstrong Boulevard and is combining multiple underlying lots into one lot for development purposes.

Recommendation

Staff recommends approval of the final plat for the Kissimmee Executive Park Replat.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Final Plat
2. Vicinity Map

KISSIMMEE EXECUTIVE PARK REPLAT

SHEET 1 OF 1

PLAT BOOK

PAGE

A REPLAT OF LOTS 1 AND 2 OF PLAT OF KISSIMMEE EXECUTIVE PARK, RECORDED IN PLAT BOOK 2, PAGES 206 THROUGH 207 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SITUATED WITHIN SECTION 19 AND 20, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION:

LOTS 1 AND 2, KISSIMMEE EXECUTIVE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 206 THROUGH 207, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ALSO DESCRIBED AS:

A REPLAT OF LOTS 1 AND 2 OF PLAT OF KISSIMMEE EXECUTIVE PARK, RECORDED IN PLAT BOOK 2, PAGES 206 THROUGH 207 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SITUATED WITHIN SECTION 19 AND 20, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF AFORESAID PLAT OF KISSIMMEE EXECUTIVE PARK; THENCE RUN NORTH 00°00'00" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF ARMSTRONG BOULEVARD, AS RECORDED IN PLAT BOOK 2, PAGES 206 AND 207, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF LOT 2 OF AFORESAID KISSIMMEE EXECUTIVE PARK; THENCE RUN NORTH 89°46'41" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST VINE STREET (ALSO KNOWN AS U.S. HIGHWAY 192), BEING A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH RIGHT-OF-WAY AND THE EAST LINE OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST; THENCE CONTINUE NORTH 89°44'59" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF AFORESAID PLAT OF KISSIMMEE EXECUTIVE PARK; THENCE RUN SOUTH 00°00'00" EAST ALONG THE EAST LINE OF LOT 1 OF AFORESAID PLAT OF KISSIMMEE EXECUTIVE PARK, A DISTANCE OF 200.02 FEET TO THE NORTHEAST CORNER OF LOT 3 OF AFORESAID PLAT OF KISSIMMEE EXECUTIVE PARK; THENCE RUN SOUTH 89°46'41" WEST ALONG THE NORTH LINE OF LOT 3 OF AFORESAID PLAT OF KISSIMMEE EXECUTIVE PARK, A DISTANCE OF 150.00 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 30,000 SQUARE FEET OR 0.688 ACRES, MORE OR LESS.

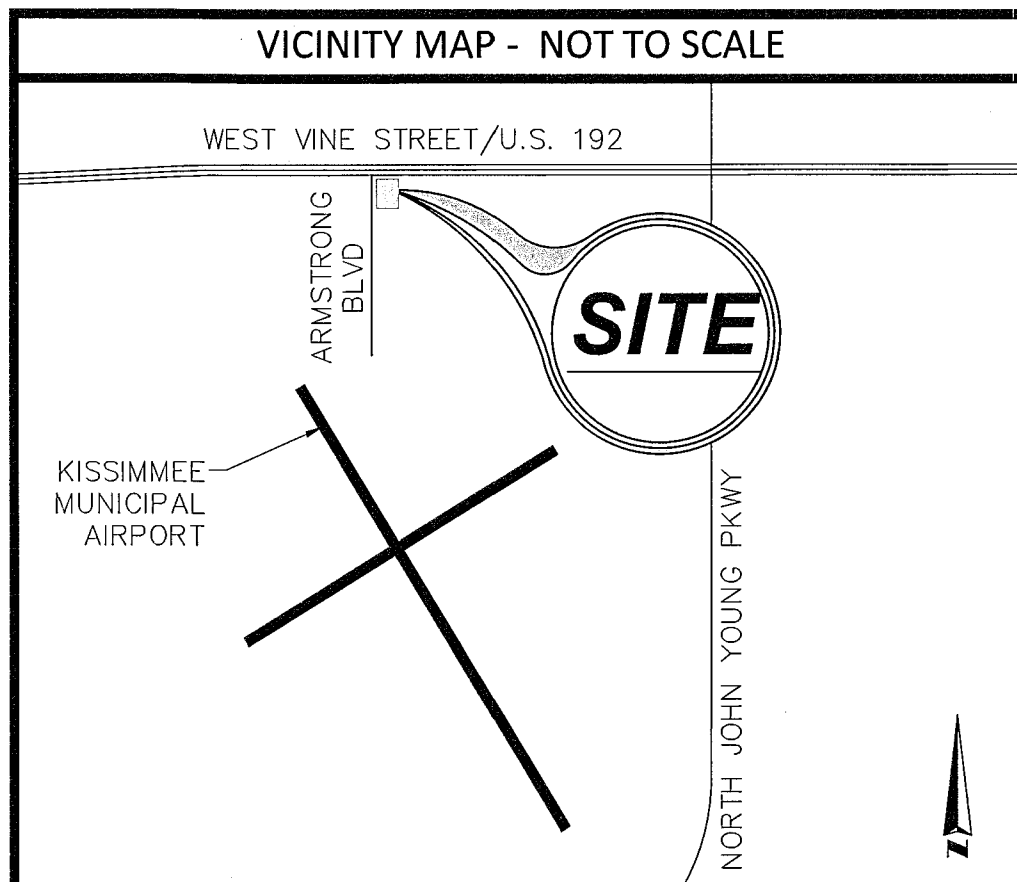
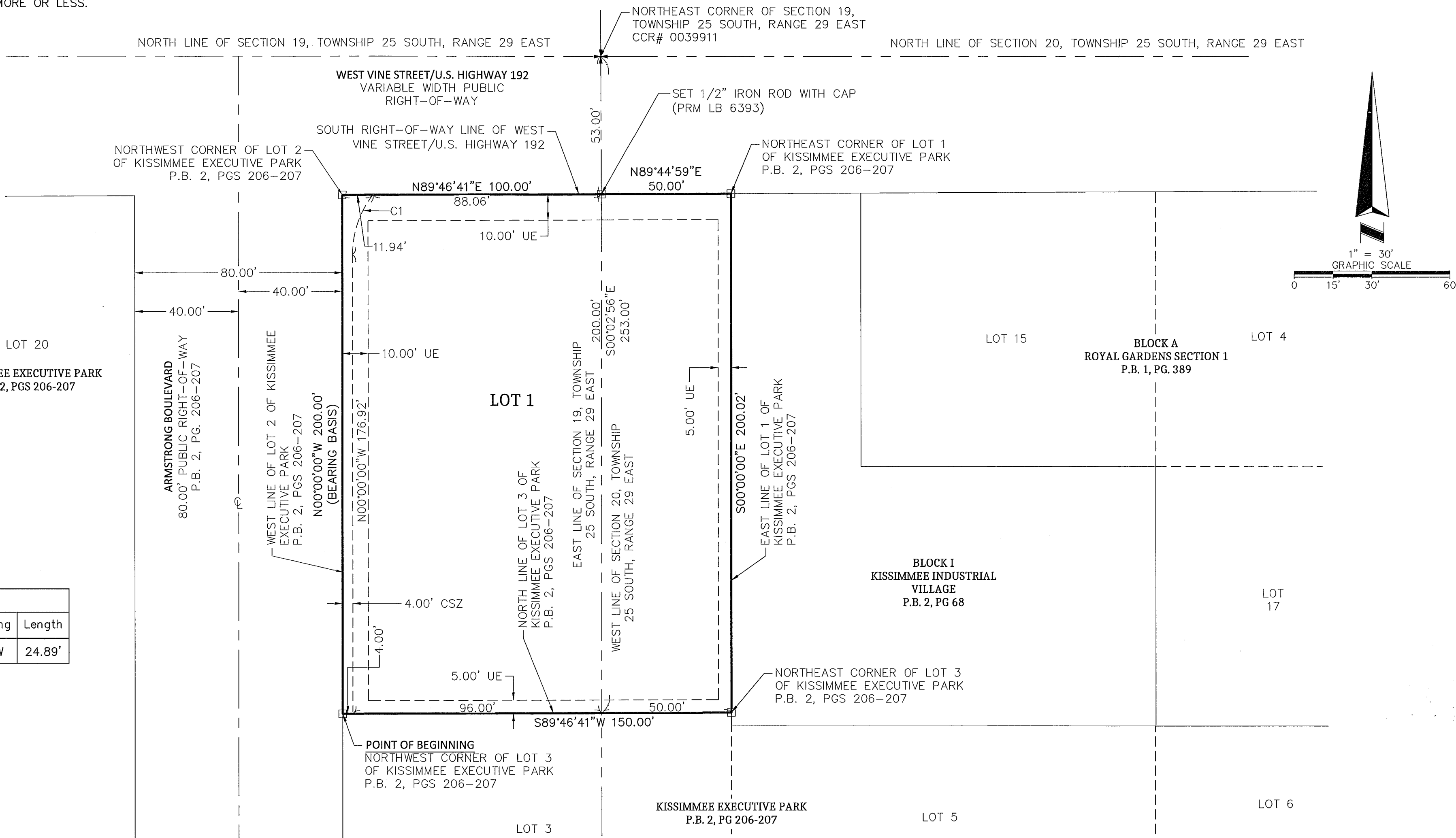
SURVEYOR'S NOTES

- BEARINGS SHOWN HEREON ARE BASED ON EAST RIGHT-OF-WAY LINE OF EAST ARMSTRONG BOULEVARD, WHICH BEARS NORTH 00°00'00" WEST, PER, PLAT BOOK 2, PAGES 206 THROUGH 207 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL RECORDING INFORMATION SHOWN HEREON IS REFERENCING THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LEGEND

- = SET 4"x4" CONCRETE MONUMENT (PRM LB 6393) (UNLESS OTHERWISE NOTED)
- ✚ = SECTION CORNER
- ⊙ = CENTERLINE
- CCR = CERTIFIED CORNER RECORD
- CSZ = CITY STREETScape ZONE EASEMENT
- LB = LICENSED BUSINESS
- P.B. = PLAT BOOK
- PG(S) = PAGE(S)
- PRM = PERMANENT REFERENCE POINT
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- UE = UTILITY EASEMENT

Curve Table					
Curve #	Radius	Delta	Chord	Chord Bearing	Length
C1	37.64'	37°53'42"	24.44'	S18°56'51"W	24.89'



NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER, CERTIFIES THAT I HAVE PREPARED THE FOREGOING PLAT AND IT WAS MADE UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.

SIGNED: E. Glenn Turner DATED: 08/01/2023

E. GLENN TURNER, PSM, FLORIDA REGISTRATION NO. 160543, AMERICAN SURVEYING AND MAPPING, INC., 3191 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FLORIDA 32803 (407) 426-4071

KISSIMMEE EXECUTIVE PARK REPLAT

DEDICATION

KNOW BY ALL MEN BY THESE PRESENTS, THAT CHRISTAVILLE INC., A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED AS "KISSIMMEE EXECUTIVE PARK REPLAT" IN THE FOREGOING CAPTION TO THIS PLAT, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

THE UTILITY EASEMENTS (UE) SHOWN HEREON, ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC.

THE 4.00' WIDE CITY STREETScape ZONE EASEMENT (CSZ) IS HEREBY DEDICATED TO THE CITY OF KISSIMMEE, FLORIDA, FOR FUTURE USE OF STREETScapING ALONG ARMSTRONG BOULEVARD WHEN AND IF NEEDED.

BY: CHRISTAVILLE INC, A FLORIDA CORPORATION

BY NEVILLE ISHACK, AS PRESIDENT

SIGNATURE Neville Ishack DATE 8/2/2023

WITNESSES:

SIGNATURE Connor Franklin SIGNATURE Jill Poffenbaugh

PRINT NAME Connor Franklin PRINT NAME Jill Poffenbaugh

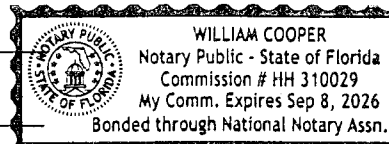
NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [☒] PHYSICAL PRESENCE OR [☐] ONLINE NOTARIZATION, THIS 2 DAY OF AUGUST, 2023, BY NEVILLE ISHACK, AS PRESIDENT OF CHRISTAVILLE INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION, THEY ARE [☒] PERSONALLY KNOWN TO ME OR [☐] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 2 DAY OF AUGUST, 2023.

PRINT NAME William Cooper
MY COMMISSION NUMBER IS: 11131029
MY COMMISSION EXPIRES: 09/08/2026



CERTIFICATE OF APPROVAL BY CITY SURVEYOR

UPON REVIEW, THIS PLAT WAS FOUND TO BE IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.

SIGNATURE R. D. Brown DATE 8/02/23
PRINT Richard D. Brown

PROFESSIONAL SURVEYOR AND MAPPER
REPRESENTING THE CITY OF KISSIMMEE

FLORIDA REGISTRATION NO. 5700

CERTIFICATE OF APPROVAL BY CITY COMMISSION, CITY OF KISSIMMEE

THIS IS TO CERTIFY, THAT ON _____ THE CITY COMMISSION, CITY OF KISSIMMEE APPROVED THE ABOVE PLAT.

MAYOR/COMMISSIONER

CITY MANAGER

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF OSCEOLA COUNTY LAND DEVELOPMENT CODE AND WAS FILED FOR RECORD ON _____ AT _____

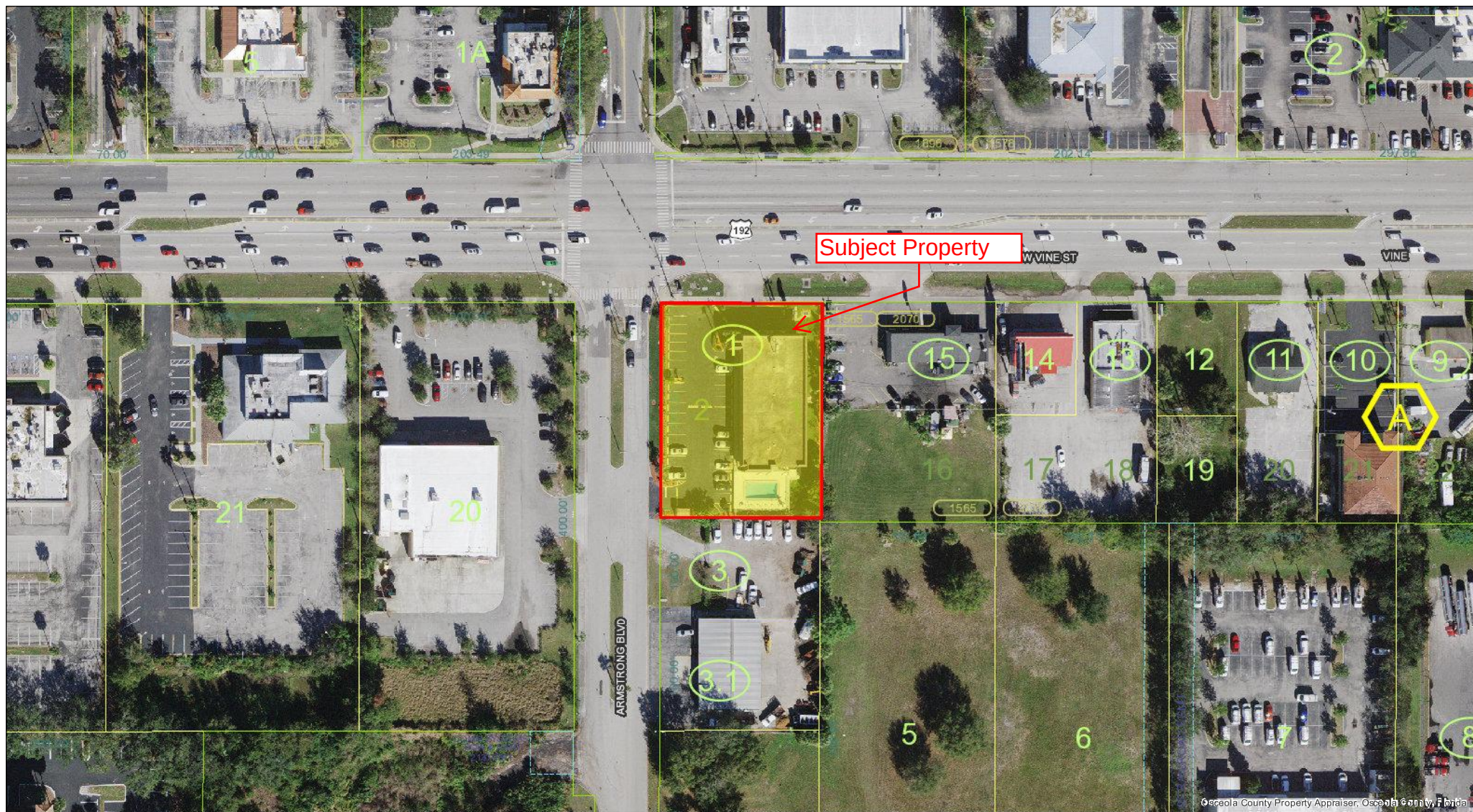
FILE NO. _____

CLERK OF THE CIRCUIT COURT
IN AND FOR OSCEOLA COUNTY, FLORIDA

BY: _____ D.C.

DRC #SR-23-0005





SR-23-0005 - Kissimmee Executive Park Re

Final Plat

Date Generated: 7/31/2023

0 40 80 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

ITEM 7.J

Commission Ratification of Collective Bargaining Agreement Reopeners with the Florida State Lodge Fraternal Order of Police Inc. (FOP) Representing the Police Officers, Corporals and Detectives Unit, and the Contract for the Sergeants Unit

Request

Commission ratification of the amendments to the Collective Bargaining Agreement (CBA) with the Florida State Lodge Fraternal Order of Police Inc. (FOP) representing the Police Officers, Corporals and Detectives Unit, and the Contract for Sergeants Unit.

Explanation

The current Collective Bargaining Agreements (CBA) with the City and FOP are effective from October 1, 2021 through September 24, 2024. However, pursuant to Article 37 of the CBA in the second and third years of the term of the CBA, parties may reopen Article 28, "Pay Plan" and up to two additional articles per side. The City negotiation team and FOP have reached agreement on reopener negotiations for both bargaining units.

In a unanimous vote for both CBA's, FOP members voted affirmatively to ratify the amendments to the CBA, which are now presented to the Commission for ratification.

The changes applicable to both of the CBAs are as follows:

Article 14: Off-Duty Police Details - An increase of \$7.00 in the hourly rate for off-duty event details, bringing the total to \$57.00 an hour, \$66.00 an hour for holiday events, and \$50.00 for City-sponsored events. Additionally, there is an increase to FTO training compensation from \$35.00 to \$40.00 per day for up to two officer recruits and an additional \$10.00 a day to \$50.00 for the training of three or more officer recruits.

The changes to the Police Officers, Corporals, and Detectives CBA are as follows:

Article 28: Pay Plan - The new language reflects a 12% pay increase for unit members that are currently making \$52,353 annually or below and a 10% increase for all other members. Officers' starting pay will be \$54,745.60 annually (\$26.32 an hour). Corporal's starting pay will be \$78,436.80 annually (\$37.71 an hour).

The changes to the Sergeant's CBA are as follows:

Article 28: Pay Plan - The new language reflects a 10% pay increase, which will bring the starting pay to \$86,444.80 annually (\$41.56 an hour).

Recommendation

Approval of the CBA contract amendments with the Florida State Lodge Fraternal Order of Police Inc. (FOP) Representing the Police Officers, Corporals and Detectives Unit, and the Contract for Sergeants Unit.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

City of Kissimmee

1. (S) Kissimmee Sgts. Reopeners 2023. CLEAN COPY
2. Kissimmee Sgts. Reopeners 2023. REDLINED COPY
3. (S) Kissimmee Officers Corporals Detectives - Reopeners 2023. CLEAN COPY
4. Kissimmee Officers Corporals Detectives - Reopeners 2023. REDLINED COPY

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KISSIMMEE, FLORIDA

And

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Sergeants (Cert #1356)

October 1, 2021 to September 30, 2024 *

2023 Reopeners

ARTICLE 14
OFF-DUTY POLICE DETAILS

14.1 Employees may voluntarily accept and be employed by a private business (or others) who desire law enforcement type services (special detail employment), subject to the approval of the Employer, and under the rules and regulations applicable to such assignments as set out in General Order 109 (Off-Duty Employment/Special Events/ Escorts), including any amendments that may be made. Provided that the Employer will provide the FOP with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

14.2 The Employer shall post all requests for law enforcement related off-duty employment. Unit members shall be allowed to sign up for the details with the most senior unit member (regardless of the bargaining unit) being awarded the detail.

14.3

- (a) Sergeants who work special detail employment will be paid a minimum of \$57.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (b) Sergeants who work special detail employment on Holidays listed in Article 19, Easter and New Year's Eve will be paid a minimum of \$66.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (a) Unit member supervisors who are working a special detail assignment as a supervisor (as required by the employer), shall be paid an additional \$5.00 per hour above the rates listed in this subsection.
- (b) The new rates will take not take effect until ninety (90) days after ratification in order to allow vendors to receive notice of and budget for the new rates.
- (c) Sergeants working City Permitted Details, defined as a detail for which the City has issued a permit and an entity other than the City pays unit members for detail coverage not covered on the City overtime list will be paid at the hourly rate of \$57.00. The City will retain \$7 of that amount as an administrative fee.
- (d) Effective March 18, 2022, unit members working City-Sponsored Event Details defined herein as a detail for which the City pays unit members for detail coverage, will be paid the greater of the unit member's overtime rate or \$50.00 per hour. The City will not retain an administrative fee for City-Sponsored Event Details.
- (e) The Supervisor position(s) for City Permitted Details and details on the City overtime list shall be filled by unit member supervisors prior to the officer positions being filled by unit member supervisors.

14.4 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the compensation earned by sergeants at special detail employment must be included in the calculation of earnings used to determine either workers

compensation or pension benefits, then the bargaining unit employees would be permitted to continue special detail employment for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to do special detail work pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new special detail employment assignments.

ARTICLE 28
PAY PLAN

28.1 Compensation

(a) Unit members who remain employed as of the date of ratification of this amended Agreement shall receive a ten (10%) percent increase to their base pay effective October 1, 2023.

In the event that any increase provided for this subsection would have the effect of increasing an employee's salary above the maximum pay for the range, the employee's base salary will be raised to the extent permitted without exceeding the maximum of the range. Any additional amount needed to total the applicable percentage increase indicated above will be paid to the employee as a one-time bonus that does not become a part of his regular salary.

(b) The new pay ranges, effective October 1, 2023, shall be:

Rank	Minimum	Maximum
Sergeants	\$86,444.80 (\$41.56/hr)	\$103,958.40 (\$49.98/hr)

(c) Sergeants

A corporal who is promoted to sergeant will start at five percent (5%) above his/her current base pay, or \$86,444.80 (\$41.56/hr), whichever is higher, plus \$1.00 above the base pay of any potential subordinate.

28.3 Longevity Pay

Bargaining unit employees who have been employed for ten (10) years or longer as of December 1 and remain employed as of the date of ratification of this amended Agreement are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 – 14 years	\$300
15 – 19 years	\$400
20 – 24 years	\$500
25 + years	\$600

An employee must receive an effective level evaluation score or higher and have no disqualifying performance measures in order to receive the longevity bonus.

Grandfather Clause: Employees who have been continuously employed with the City longer than five (5) years as of December 1, 1999 and remain employed as of the date of ratification of this amended Agreement will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing nine (9) years of service. The employee must receive an effective level or higher evaluation score and have no disqualifying performance measures in order to receive the longevity bonus. The 1999 bonus level will continue unless the new plan level would increase their bonus amount.

Longer term employees receiving longevity pay based on more than two percent (2%) of their 1999 salary who remain employed as of the date of ratification of this amended Agreement will continue to receive that dollar amount unless the longevity pay under the new plan is greater.

28.4 Stand-By Pay

Employees who are required by the Employer to be on standby will receive stand-by pay at the rate of \$25.00 per day.

28.5 Shift Differential Pay

Uniformed Patrol Division Sergeants and K-9 Sergeants who start their workday at 1600 hours or later will be paid a shift differential of \$1.00 per hour.

28.6 Performance Evaluation

The employer will evaluate all employees at least once a year. The Employer will develop performance evaluation forms for this purpose. The Employer may modify the forms used from time to time and will provide a copy of the currently used form to the union.

The performance evaluations will be due to be completed by September 30 of each year. Performance evaluations may be appealed through the chain of command, starting with the sergeant's rater and proceeding through to the Police Chief, whose decision shall be final.

28.7 Recruitment Incentive

Bargaining unit members who successfully recruit officers will be given a \$500 incentive. The incentive will be paid \$250 at the time the applicant is employed by the Kissimmee Police Department, and \$250 when the applicant successfully completes the FTO program.

28.8 FTO Compensation

Unit members who are designated as Field Training Supervisors shall receive \$40.00 per day as compensation for each day in which they perform FTO duties up to two recruit officers. Three or more recruit officers would be \$50.00 per day as compensation for each day in which they perform FTO duties.

SIGNATURE PAGE – 2023 Reopener (Articles 14 & 28)

In witness hereof, the parties have signed this agreement on this ____ day of _____, 2023.

FLORIDA STATE LODGE FRATERNAL
ORDER OF, INC.:

CITY OF KISSIMMEE:

Luis Tanzi, Chief Negotiator

Olga Sanchez de Fuentes, Chief Negotiator

Sergeant Stacey Legel

Wilson Munoz, Deputy Police Chief

Sergeant Jeinly Ortiz

Camille Alicea, Deputy Police Chief

Roxane Walton, Human Resources and Risk
Management, Director

Ratified by the City Commission this ____ day
of _____, 2023.

Olga Gonzalez
Mayor-Commissioner

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KISSIMMEE, FLORIDA

And

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Sergeants (Cert #1356)

October 1, 2021 to September 30, 2024 *

2023 Reopeners

ARTICLE 14
OFF-DUTY POLICE DETAILS

14.1 Employees may voluntarily accept and be employed by a private business (or others) who desire law enforcement type services (special detail employment), subject to the approval of the Employer, and under the rules and regulations applicable to such assignments as set out in General Order 109 (Off-Duty Employment/Special Events/ Escorts), including any amendments that may be made. Provided that the Employer will provide the FOP with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

14.2 The Employer shall post all requests for law enforcement related off-duty employment. Unit members shall be allowed to sign up for the details with the most senior unit member (regardless of the bargaining unit) being awarded the detail.

14.3

- (a) Sergeants who work special detail employment will be paid a minimum of ~~\$50.00~~\$57.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (b) Sergeants who work special detail employment on Holidays listed in Article 19, Easter and New Year's Eve will be paid a minimum of ~~\$59.00~~\$66.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (a) Unit member supervisors who are working a special detail assignment as a supervisor (as required by the employer), shall be paid an additional \$5.00 per hour above the rates listed in this subsection.
- (b) The new rates will take not take effect until ninety (90) days after ratification in order to allow vendors to receive notice of and budget for the new rates.
- (c) Sergeants working City Permitted Details, defined as a detail for which the City has issued a permit and an entity other than the City pays unit members for detail coverage not covered on the City overtime list will be paid at the hourly rate of ~~\$50.00~~\$57.00. The City will retain \$7 of that amount as an administrative fee.
- (d) Effective March 18, 2022, unit members working City-Sponsored Event Details defined herein as a detail for which the City pays unit members for detail coverage, will be paid the greater of the unit member's overtime rate or ~~\$43.00~~\$50.00 per hour. The City will not retain an administrative fee for City-Sponsored Event Details.
- (e) The Supervisor position(s) for City Permitted Details and details on the City overtime list shall be filled by unit member supervisors prior to the officer positions being filled by unit member supervisors.

14.4 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the compensation earned by sergeants at special

detail employment must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue special detail employment for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to do special detail work pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new special detail employment assignments.

ARTICLE 28
PAY PLAN

28.1 Compensation

(a) Unit members who remain employed as of the date of ratification of this amended Agreement shall receive a ~~five-ten (10%)~~ percent increase to their base pay ~~(4% COLA and 1% merit)~~, effective October 1, ~~2022~~2023.

In the event that any increase provided for this subsection would have the effect of increasing an employee's salary above the maximum pay for the range, the employee's base salary will be raised to the extent permitted without exceeding the maximum of the range. Any additional amount needed to total the applicable percentage increase indicated above will be paid to the employee as a one-time bonus that does not become a part of his regular salary.

(b) The new pay ranges, effective October 1, ~~2022~~2023, shall be:

Rank	Minimum	Maximum
Sergeants	\$81,556.80 — (\$39.21/hr.) <u>\$86,444.80 (\$41.56/hr)</u>	\$98,072.00 (\$47.15/hr.) <u>\$103,958.40</u> <u>(\$49.98/hr)</u>

(c) Sergeants

A corporal who is promoted to sergeant will start at five percent (5%) above his/her current base pay, or ~~\$81,556.80 (\$39.21/hr.)~~\$86,444.80 (\$41.56/hr), whichever is higher, plus \$1.00 above the base bay of any potential subordinate.

~~(d) — One-Time Bonus~~

~~Unit members who are employed as of the date of ratification of this amended agreement through October 1, 2022, shall receive a \$2,500 on-time bonus effective October 1, 2022.~~

28.3 Longevity Pay

Bargaining unit employees who have been employed for ten (10) years or longer as of December 1 and remain employed as of the date of ratification of this amended Agreement are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 – 14 years	\$300
15 – 19 years	\$400
20 – 24 years	\$500

25 + years \$600

An employee must receive an effective level evaluation score or higher and have no disqualifying performance measures in order to receive the longevity bonus.

Grandfather Clause: Employees who have been continuously employed with the City longer than five (5) years as of December 1, 1999 and remain employed as of the date of ratification of this amended Agreement will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing nine (9) years of service. The employee must receive an effective level or higher evaluation score and have no disqualifying performance measures in order to receive the longevity bonus. The 1999 bonus level will continue unless the new plan level would increase their bonus amount.

Longer term employees receiving longevity pay based on more than two percent (2%) of their 1999 salary who remain employed as of the date of ratification of this amended Agreement will continue to receive that dollar amount unless the longevity pay under the new plan is greater.

28.4 Stand-By Pay

Employees who are required by the Employer to be on standby will receive stand-by pay at the rate of \$25.00 per day.

28.5 Shift Differential Pay

Uniformed Patrol Division Sergeants and K-9 Sergeants who start their ~~regular/normal~~ workday at 1600 hours or later will be paid a shift differential of \$1.00 per hour.

28.6 Performance Evaluation

The employer will evaluate all employees at least once a year. The Employer will develop performance evaluation forms for this purpose. The Employer may modify the forms used from time to time and will provide a copy of the currently used form to the union.

The performance evaluations will be due to be completed by September 30 of each year. Performance evaluations may be appealed through the chain of command, starting with the sergeant's rater and proceeding through to the Police Chief, whose decision shall be final.

28.7 Recruitment Incentive

Bargaining unit members who successfully recruit officers will be given a \$500 incentive. The incentive will be paid \$250 at the time the applicant is employed by the Kissimmee Police Department, and \$250 when the applicant successfully completes the FTO program.

28.8 FTO Compensation

Unit members who are designated as Field Training Supervisors shall receive ~~\$35~~\$40.00 per day as compensation for each day in which they perform FTO duties up to two recruit officers. Three or more recruit officers would be \$50.00 per day as compensation for each day in which they perform FTO duties.

SIGNATURE PAGE – 2023 Reopener (Articles 14 & 28)

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FLORIDA STATE LODGE FRATERNAL
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CITY OF KISSIMMEE:

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Sergeant Stacey Legel

Wilson Munoz, Deputy Police Chief

Sergeant Jeinly Ortiz

Camille Alicea, Deputy Police Chief

Roxane Walton, Human Resources and Risk
Management, Director

Ratified by the City Commission this ____ day
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Olga Gonzalez
Mayor-Commissioner

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KISSIMMEE, FLORIDA

And

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Police Officers, Corporals, and Detectives (Cert #1356)

October 1, 2021 to September 30, 2024 *

2023 Reopeners

ARTICLE 14
OFF-DUTY POLICE DETAILS

14.1 Employees may voluntarily accept and be employed by a private business (or others) who desire law enforcement type services (special detail employment), subject to the approval of the Employer, and under the rules and regulations applicable to such assignments as set out in General Order 109 (Off-Duty Employment/Special Events/ Escorts), including any amendments that may be made. Provided that the Employer will provide the FOP with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

14.2 The Employer shall post all requests for law enforcement related off-duty employment. Unit members shall be allowed to sign up for the details with the most senior unit member (regardless of the bargaining unit) being awarded the detail.

14.3

- (a) Officers who work special detail employment will be paid a minimum of \$57.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (b) Officers who work special detail employment on Holidays listed in Article 19, Easter and New Year's Eve will be paid a minimum of \$66.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (a) Unit member supervisors who are working a special detail assignment as a supervisor (as required by the employer), shall be paid an additional \$5.00 per hour above the rates listed in this subsection.
- (b) The new rates will take not take effect until ninety (90) days after ratification in order to allow vendors to receive notice of and budget for the new rates.
- (c) Officers working City Permitted Details, defined as a detail for which the City has issued a permit and an entity other than the City pays unit members for detail coverage not covered on the City overtime list will be paid at the hourly rate of \$57.00. The City will retain \$7 of that amount as an administrative fee.
- (d) Effective March 18, 2022, unit members working City-Sponsored Event Details defined herein as a detail for which the City pays unit members for detail coverage, will be paid the greater of the unit member's overtime rate or \$50.00 per hour. The City will not retain an administrative fee for City-Sponsored Event Details.
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detail employment must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue special detail employment for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to do special detail work pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new special detail employment assignments.

ARTICLE 28
PAY PLAN

28.1 Compensation

(a) Unit members who remain employed as of the date of ratification of this amended Agreement and are currently making \$52,353.00 annually or below, shall receive a twelve (12%) percent increase to their base pay effective October 1, 2023. All other Unit Members shall receive a ten (10%) percent increase in their base pay. In the event that any increase provided for this subsection would have the effect of increasing an employee's salary above the maximum pay for the range, the employee's base salary will be raised to the extent permitted without exceeding the maximum of the range. Any additional amount needed to total the applicable percentage increase indicated above will be paid to the employee as a one-time bonus that does not become a part of his regular salary.

(b) The new pay ranges, effective October 1, 2023, shall be:

Rank	Minimum	Maximum
Officers	\$54,745.60 (\$26.32/hr)	\$78,416.00 (\$37.70/hr)
Corporals	\$78,436.80 (\$37.71/hr)	\$86,424.00 (\$41.55/hr)

(c) Corporals

An officer who is promoted to corporal will start at five percent (5%) above his/her current base pay, or \$78,436.60 (\$37.71/hr), whichever is higher, plus \$1.00 above the annual base pay of any potential subordinate.

28.2 Longevity Pay

Bargaining unit employees who have been employed for ten (10) years or longer as of December 1 and remain employed as of the date of ratification of this amended Agreement are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 – 14 years	\$300
15 – 19 years	\$400
20 – 24 years	\$500
25 + years	\$600

An employee must receive an effective level evaluation score or higher and have no disqualifying performance measures in order to receive the longevity bonus.

Grandfather Clause: Employees who have been continuously employed with the City longer than five (5) years as of December 1, 1999, and remain employed as of the date of ratification of this amended Agreement will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing nine (9) years of service. The employee must receive an effective level or higher evaluation score and have no disqualifying performance measures in order to receive the longevity bonus. The 1999 bonus level will continue unless the new plan level would increase their bonus amount.

Longer term employees receiving longevity pay based on more than two percent (2%) of their 1999 salary who remain employed as of the date of ratification of this amended Agreement will continue to receive that dollar amount unless the longevity pay under the new plan is greater.

28.3 Stand-By Pay

Employees who are required by the Employer to be on standby will receive stand-by pay at the rate of \$25.00 per day.

28.4 Shift Differential Pay

Unit members who start their workday at 1600 hours or later will be paid a shift differential of \$1.00 per hour.

28.5 Performance Evaluation

The employer will evaluate all employees at least once a year. The Employer will develop performance evaluation forms for this purpose. The Employer may modify the forms used from time to time, and will provide a copy of the currently used form to the union.

The performance evaluations will be due to be completed by September 30 of each year. Performance evaluations may be appealed through the chain of command, starting with the officer or corporal's rater and proceeding through to the Police Chief, whose decision shall be final.

28.6 Recruitment Incentive

Bargaining unit members who successfully recruit officers will be given a \$500 incentive. The incentive will be paid \$250 at the time the applicant is employed by the Kissimmee Police Department, and \$250 when the applicant successfully completes the FTO program.

28.7 FTO Compensation

Unit members who are designated as Field Training Officers and who are actively training another unit member, shall receive \$40.00 per day as compensation for each day in which they perform FTO duties up to two recruit officers. Three or more recruit officers would be \$50.00 per day as compensation for each day in which they perform FTO duties.

28.8 Career Advancement Program

The parties have agreed that the Career Advancement Program (CAP), previously

General Order 113, will be replaced with General Order 113, Career Advancement Program (CAP), as revised August 1, 2016, with the following change to section 113.04.

Program Benefits: Bonuses are awarded at each level of the Career Advancement Program. The annual bonuses will be as follows:

a. Police Officer First Class:

- For the period October 1, 2023, through September 30, 2024 an \$800 bonus will be paid for successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements for this level.

b. Senior Police Officer:

- For the period October 1, 2023 through September 30, 2024, a bonus of \$1,600 will be paid for the successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements of this level.

c. Master Police Officer

- For the period October 1, 2023 through September 30, 2024, a \$3,200 bonus will be paid for successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements of this level.

SIGNATURE PAGE – 2023 Reopener (Articles 14 & 28)

In witness hereof, the parties have signed this agreement on this ____ day of _____, 2023.

FLORIDA STATE LODGE FRATERNAL
ORDER OF, INC.:

CITY OF KISSIMMEE:

Luis Tanzi, Chief Negotiator

Olga Sanchez de Fuentes, Chief Negotiator

Officer Antonio Aviles

Wilson Munoz, Deputy Police Chief

Officer Edward Diehl

Camille Alicea, Deputy Police Chief

Roxane Walton, Human Resources and Risk
Management, Director

Ratified by the City Commission this ____ day
of _____, 2023.

Olga Gonzalez
Mayor-Commissioner

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KISSIMMEE, FLORIDA

And

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Police Officers, Corporals, and Detectives (Cert #1356)

October 1, 2021 to September 30, 2024 *

2023 Reopeners

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14.2 The Employer shall post all requests for law enforcement related off-duty employment. Unit members shall be allowed to sign up for the details with the most senior unit member (regardless of the bargaining unit) being awarded the detail.

14.3

- (a) Officers who work special detail employment will be paid a minimum of ~~\$50.00~~\$57.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (b) Officers who work special detail employment on Holidays listed in Article 19, Easter and New Year's Eve will be paid a minimum of ~~\$59.00~~\$66.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (a) Unit member supervisors who are working a special detail assignment as a supervisor (as required by the employer), shall be paid an additional \$5.00 per hour above the rates listed in this subsection.
- (b) The new rates will take not take effect until ninety (90) days after ratification in order to allow vendors to receive notice of and budget for the new rates.
- (c) Officers working City Permitted Details, defined as a detail for which the City has issued a permit and an entity other than the City pays unit members for detail coverage not covered on the City overtime list will be paid at the hourly rate of ~~\$50.00~~\$57.00. The City will retain \$7 of that amount as an administrative fee.
- (d) Effective March 18, 2022, unit members working City-Sponsored Event Details defined herein as a detail for which the City pays unit members for detail coverage, will be paid the greater of the unit member's overtime rate or ~~\$43.00~~\$50.00 per hour. The City will not retain an administrative fee for City-Sponsored Event Details.
- (e) The Supervisor position(s) for City Permitted Details and details on the City overtime list shall be filled by unit member supervisors prior to the officer positions being filled by unit member supervisors.

14.4 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the

Employer, the result of which is that any part of the compensation earned by sergeants at special detail employment must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue special detail employment for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to do special detail work pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new special detail employment assignments.

ARTICLE 28 PAY PLAN

28.1 Compensation

(a) Unit members who remain employed as of the date of ratification of this amended Agreement and are currently making \$52,353.00 annually or below, shall receive a five-twelve (12%) percent increase to their base pay ~~(4% COLA and 1% merit)~~ effective October 1, ~~2022~~2023. All other Unit Members shall receive a ten (10%) percent increase in their base pay. In the event that any increase provided for this subsection would have the effect of increasing an employee's salary above the maximum pay for the range, the employee's base salary will be raised to the extent permitted without exceeding the maximum of the range. Any additional amount needed to total the applicable percentage increase indicated above will be paid to the employee as a one-time bonus that does not become a part of his regular salary.

(b) The new pay ranges, effective October 1, ~~2022~~2023, shall be:

Rank	Minimum	Maximum
Officers	\$23.50/hr. (48,880.00) <u>\$54,745.60</u> (\$26.32/hr)	35.57/hr/ (\$73,985.60) <u>\$78,416.00</u> (\$37.70/hr)
Corporals	\$35.58/hr. (\$74,006.40) <u>\$78,436.80 (\$37.71/hr)</u>	\$39.20/hr. (\$81,536.00) <u>\$86,424.00 (\$41.55/hr)</u>

(c) Corporals

An officer who is promoted to corporal will start at five percent (5%) above his/her current base pay, or ~~\$35.58/hr~~\$78,436.60 (\$37.71/hr), whichever is higher, plus \$1.00 above the annual base pay of any potential subordinate.

~~(d) One-time bonus~~

~~Unit members who remain employed as of the date of ratification of this amended Agreement shall receive a \$2,500 on-time bonus effective October 1, 2022.~~

28.2 Longevity Pay

Bargaining unit employees who have been employed for ten (10) years or longer as of December 1 and remain employed as of the date of ratification of this amended Agreement are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 – 14 years	\$300
15 – 19 years	\$400
20 – 24 years	\$500
25 + years	\$600

An employee must receive an effective level evaluation score or higher and have no disqualifying performance measures in order to receive the longevity bonus.

Grandfather Clause: Employees who have been continuously employed with the City longer than five (5) years as of December 1, 1999, and remain employed as of the date of ratification of this amended Agreement will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing nine (9) years of service. The employee must receive an effective level or higher evaluation score and have no disqualifying performance measures in order to receive the longevity bonus. The 1999 bonus level will continue unless the new plan level would increase their bonus amount.

Longer term employees receiving longevity pay based on more than two percent (2%) of their 1999 salary who remain employed as of the date of ratification of this amended Agreement will continue to receive that dollar amount unless the longevity pay under the new plan is greater.

28.3 Stand-By Pay

Employees who are required by the Employer to be on standby will receive stand-by pay at the rate of \$25.00 per day.

28.4 Shift Differential Pay

Unit members who start their workday at 1600 hours or later will be paid a shift differential of \$1.00 per hour.

28.5 Performance Evaluation

The employer will evaluate all employees at least once a year. The Employer will develop performance evaluation forms for this purpose. The Employer may modify the forms used from time to time, and will provide a copy of the currently used form to the union.

The performance evaluations will be due to be completed by September 30 of each year. Performance evaluations may be appealed through the chain of command, starting with the officer or corporal's rater and proceeding through to the Police Chief, whose decision shall be final.

28.6 Recruitment Incentive

Bargaining unit members who successfully recruit officers will be given a \$500 incentive. The incentive will be paid \$250 at the time the applicant is employed by the Kissimmee Police Department, and \$250 when the applicant successfully completes the FTO program.

28.7 FTO Compensation

Unit members who are designated as Field Training Officers and who are actively training another unit member, shall receive ~~\$35~~\$40.00 per day as compensation for each day in which they perform FTO duties up to two recruit officers. Three or more recruit officers would be \$50.00 per day as compensation for each day in which they perform FTO duties.

28.8 Career Advancement Program

The parties have agreed that the Career Advancement Program (CAP), previously General Order 113, will be replaced with General Order 113, Career Advancement Program (CAP), as revised August 1, 2016, with the following change to section 113.04.

Program Benefits: Bonuses are awarded at each level of the Career Advancement Program. The annual bonuses will be as follows:

a. Police Officer First Class:

- For the period October 1, ~~2022~~2023, through September 30, ~~2023~~2024 an \$800 bonus will be paid for successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements for this level.

b. Senior Police Officer:

- For the period October 1, ~~2022-2023~~2023-2024, a bonus of \$1,600 will be paid for the successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements of this level.

c. Master Police Officer

- For the period October 1, ~~2022-2023~~2023-2024, a \$3,200 bonus will be paid for successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements of this level.

SIGNATURE PAGE – 2023 Reopener (Articles 14 & 28)

In witness hereof, the parties have signed this agreement on this ____ day of _____, 2023.

FLORIDA STATE LODGE FRATERNAL
ORDER OF, INC.:

CITY OF KISSIMMEE:

Luis Tanzi, Chief Negotiator

Olga Sanchez de Fuentes, Chief Negotiator

Officer Antonio Aviles

Wilson Munoz, Deputy Police Chief

Officer Edward Diehl

Camille Alicea, Deputy Police Chief

Roxane Walton, Human Resources and Risk
Management, Director

Ratified by the City Commission this ____ day
of _____, 2023.

Olga Gonzalez
Mayor-Commissioner

ITEM 7.K

Consent To Sub-Lease Between Sunstate Aviation Holdings, LLC and Sunstate Aviation Flight School, LLC

Request

Request City Commission approval of Consent to Sub-Lease between Sunstate Aviation Holdings, LLC and Sunstate Aviation Flight School, LLC

Explanation

Sunstate Aviation Holdings, LLC, has a current ground rental lease at the Kissimmee Gateway Airport to operate limited commercial aviation services. One such service is flight instruction. Sunstate Aviation Holdings, LLC, has created a separate organization for these services and has registered the business as Sunstate Aviation Flight School, LLC. Sunstate Aviation Holdings, LLC has requested the City recognize Sunstate Aviation Flight School, LLC as a subleased operation. This will provide the future opportunity to sell or sublease the flight instruction operation to another operator.

Recommendation

Staff recommends Commission approval of Consent to Sub-Lease between Sunstate Aviation Holdings, LLC and Sunstate Aviation Flight School, LLC

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Agreement for Consent to Sublease Sunstate Aviation Holding, LLC and Sunstate Aviation Flight School, LLC

AGREEMENT FOR CONSENT TO SUBLEASE

THIS AGREEMENT, dated as of this 18th day of August 2023, by and between the City of Kissimmee, a municipal company, hereinafter called "City", Sunstate Aviations Holdings, LLC hereinafter referred to as "Lessee," and Sunstate Aviation Flight School, LLC, hereinafter referred to as "Sublessee".

WITNESSETH:

WHEREAS, Lessee and Sublessee have entered into a sublease agreement, subject to City's approval, under which Sublessee would occupy certain space currently under lease from City to Lessee; and

WHEREAS, pursuant to applicable provisions of that certain Lease Agreement dated February 9, 2010 between the City and Lessee, hereinafter referred to as "Primary Lease", City is willing to grant approval of the proposed sublease, provided that Sublessees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of Lessee's Agreement with City and to the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt of which each of the parties hereto hereby acknowledges, City hereby grants its approval Lessee to enter into that certain sublease agreement by and between it and Sublessee, a copy of which is attached hereto as Exhibit "A", hereinafter referred to as "sublease", conditioned upon the acceptance by Lessee and Sublessee (as evidenced by their execution hereof) of the following terms and conditions:

1. That Lessee does hereby agree that, notwithstanding this approval of the Sublease, Lessee shall remain fully liable to City for all of its obligations under the Primary Lease (an any and all addenda and amendments thereto) with respect to the space being subleased to Sublessee under the Sublease, such space being hereinafter referred to as the "Subleased Space".
2. That Sublessee shall be bound by and that its use and occupancy shall be subject to all applicable terms and conditions of the Primary Lease, as the same may be amended from time to time, and that the terms, conditions and limitations contained in said Primary Lease shall supersede any and all provisions of the Sublease between Lessee and Sublessee which are now or may hereafter be in conflict therewith. Sublessee acknowledges that it has received a copy of the Primary Lease, and that it has reviewed the same prior to its execution hereof.

3. That Sublessee's use and occupancy of the Subleased Space shall at all times be subject also to all of the terms, conditions and limitations of Lessee's Agreement with City. The Sublessee shall comply with all the laws, rules, regulations, of any Federal, State, County, and local jurisdiction.
4. That any violation by Sublessee of the terms and provisions of this Agreement, of the Primary Lease between City and Lessee or of Sublessee's Agreement with Lessee shall constitute a default by Sublessee under this Agreement in which event City may terminate forthwith both this Agreement and the Sublease approved hereunder, with or without the consent of Lessee, by giving written notice thereof to the Sublessee and Lessee. A default of the Primary Lease by the Lessee shall likewise constitute a default of the Sublease Agreement. Except as otherwise expressly provided herein, Sublessee hereby waives any notice of default from Lessee or City as a prerequisite to surrender of possession of the subleased Space, including, without limitation, the three-day notice provided for under Section 83.20 Florida Statutes. Upon a default the sublessee shall become a tenant of sufferance.
5. That Lessee and Sublessee agree that, notwithstanding any provisions to the contrary contained in the sublease, the term of the Sublease shall automatically terminate upon the earlier of (i) the expiration of prior termination or the Primary Lease (including any extensions thereof), or (ii) the termination of this Agreement. Sublessee shall have no right to pledge or assign its interest in or to further sublet any portion of, the subleased Premises.
6. Waiver of Jury Trial: Attorney's Fees. It is mutually agreed by and between Transferee and Transferor that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY OF KISSIMMEE

ATTEST:

City Clerk

Mayor-Commissioner



LESSEE Signature

Printed Name

Steve Graham

Title

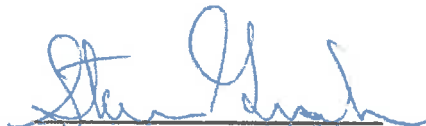
MGM

Corporate Seal

Notary Seal (unincorporated only)

Approved as to Form and Legality
This ____ day of _____, 20____

By: _____
City Attorney



SUBLESSEE Signature

Printed Name

Steve Graham

Title

MGM

Corporate Seal

Notary Seal (unincorporated only)

ITEM 7.L

Agreement for Traffic Control Jurisdiction between the Cypress Ridge Community Homeowners Association, Inc and the City of Kissimmee

Request

The Police Department requests the Mayor to sign the Agreement for Traffic Control Jurisdiction between The Cypress Ridge Community Homeowners Association, Inc. and the City of Kissimmee.

Explanation

The Police Department requests Commission approval for the Mayor to sign the Traffic Control Jurisdiction between the Cypress Ridge Community Homeowners Association, Inc. and the City of Kissimmee. Cypress Ridge, a gated community, has requested that the Kissimmee Police Department exercise traffic control jurisdiction on private roads within the neighborhood. Florida Statute section 316.006(2)(b) allows Kissimmee Police Department to exercise such jurisdiction upon written agreement approved by the Commission.

Recommendation

Staff recommends that the Mayor sign the Traffic Control Jurisdiction between Cypress Ridge Community Homeowners Association, Inc. and the City of Kissimmee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. (S) Cypress Ridge Community HOA Traffic Control Agreement signed by HOA (1)

AGREEMENT FOR TRAFFIC CONTROL JURISDICTION

This Traffic Control Agreement made and entered into this ____ day of _____, 2023, by and between the Cypress Ridge Community Homeowners Association, Inc., a Florida non-profit corporation, authorized to do business in the State of Florida (hereinafter "Owner"), and the City of Kissimmee, a municipal corporation of the State of Florida (hereinafter "City"), collectively hereinafter referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Property" or "Common Areas"); and

WHEREAS, the City, its duly appointed officers, employees, and agents recognizes that it has full power and jurisdiction to enforce all laws of the Nation, State, County, and City, duly enacted, excluding those of traffic control and enforcement of same on the private property of Owner; and

WHEREAS, Owner wishes to specifically grant the City the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Section 316.006(2)(b), Florida Statutes, Owner wishes to have City exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property; and

WHEREAS, the Board of Directors for the Owner, in accordance with Owner's bylaws approved this agreement by a majority vote, to have state traffic laws enforced by the Kissimmee Police Department on its private roads that are controlled by the association and a copy of the Board's Resolution/Minutes are hereby attached to this agreement as Exhibit "B";

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. This agreement shall commence on the date executed by the City and shall expire on the ____ day of _____, 2028. Upon expiration of the initial term, this Agreement shall be renewed for one (1) additional five (5) year term.
3. Such exercise of traffic control jurisdiction shall be in addition to jurisdictional authority presently exercised by the City under law. The Owner agrees that City shall have jurisdiction to enforce State, County, and City traffic regulations over any roads within the

private property and nothing in this paragraph and Agreement shall be construed to limit or remove any such jurisdictional authority.

4. The City hereby agrees to exercise jurisdiction for traffic control purposes over any roads within the private property. Such jurisdiction includes regulation of access to such road or roads by security devices or personnel.
5. Owner hereby agrees to abide by the specifications and standards of the Florida Department of Transportation related to road signage. The City shall only enforce the signage that complies with these specifications and standards.
6. If the City recommends that multiparty stop signs should be installed within the Property or Common Areas in order to enhance traffic safety and Owner agrees to install such signs, then such installation shall be completed by Owner under the direction of City. Said signs must conform to the manual and specifications of the Florida Department of Transportation, however, minimum traffic volumes may not be required for the installation of such signage. Owner shall bear the cost for such signage. Any enforcement for the signs shall be as provided in Section 316.123, Florida Statutes.
7. Either party may terminate this Agreement, without cause, upon thirty (30) days prior written notice to the other party.
8. That Owner, in further consideration for the above stated commitments of City, does hereby declare, establish, provide, give, and grant to the City, its successors, administrators, and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.
9. To the fullest extent permitted by law, the Owner agrees to indemnify and hold the City, its officials, employees, assigns and agents, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) or omission(s) effectuated by members of the City, its officials, or employees arising out of or occurring by virtue of this Agreement. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.
10. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any party may specify by notice to all other parties as aforesaid):

City of Kissimmee Attn. Chief of Police 8 N. Stewart Avenue Kissimmee, Florida 34741	City of Kissimmee Attn. City Attorney 101 Church Street Kissimmee, Florida 34741
Cypress Ridge Community HOA, Inc. Attn: President	Cypress Ridge Community HOA, Inc. Attn: Attorney for COA

1631 E. Vine Street	[Add address line #1]
c/o Artemis Lifestyle Services, Inc.	[Add address line #2]
Suite 300	[Add address line #3]
Kissimmee, FL 34744	[Add address line #4]

11. No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties hereto.
12. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the City to provide traffic jurisdiction to the private property. The City's presence on, or use of the premises, does not in any way create or establish in favor of owner a level of prevention or the enforcement of traffic laws greater than the City owes to the general public.
13. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Osceola County, Florida. Each Party shall bear its own attorney's fees and in order to expedite the conclusion of any action, waive their right to a jury trial.
14. The parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.**

IN WITNESS OF THE FOREGOING, the parties have made and executed this Agreement on the respective dates under each signature: Regency Gardens Condominium Association, Inc., by and through its President, authorized to execute same on _____, 2023, and the KISSIMMEE CITY COMMISSION, signing by and through its Mayor, authorized to execute same on _____, 2023.

**CITY OF KISSIMMEE, Municipal
Corporation of the State of Florida**

ATTEST:

By: _____
Olga Gonzalez, Mayor-Commissioner

Linda Hansell, City Clerk

Approved as to Form & Legality

Olga Sanchez de Fuentes, City Attorney

**AS TO THE CYPRESS RIDGE
COMMUNITY HOA:**

Alexandra Velasquez
WITNESS

BY: Alexandra Velasquez
President
Cypress Ridge Community HOA

_____ 7/3/23
WITNESS

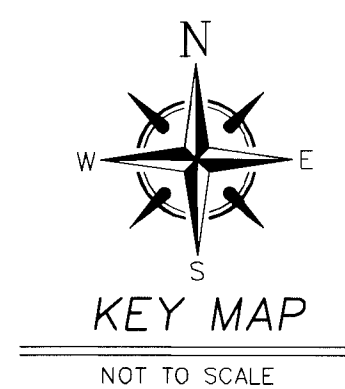
if Corporation:

Attest: Corporate Secretary
(Affix Corporate Seal)

DEED RESTRICTIONS FOR THIS PLAT ARE FILED IN
O.R. BOOK PAGE
AND (ARE) (ARE NOT) ACCOMPANIED BY DEED COVENANTS.

CYPRESS RIDGE

A PORTION OF SECTIONS 8 & 9, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.



LEGAL DESCRIPTION:

A parcel of land lying within Sections 8 and 9, Township 25 South, Range 29 East, Osceola County, Florida, run N89°56'51"W, along the North line of the Northwest 1/4 of said Section 9, a distance of 2632.15 feet to the Northwest corner of said Section 9; run thence S00°09'54"W, along the West line of said Section 9, a distance of 1425.98 feet; thence departing said West line run S89°59'28"E, a distance of 14.84 feet to a point on the East Right of Way line of Thacker Avenue (a 110 foot Right of Way), said point being the POINT OF BEGINNING; thence continue S89°59'28"E along said line, a distance of 559.31 feet to a point on the Centerline of a County Drainage Ditch, being also on the West line of said Kissimmee Utility Authority lands as described in Warranty Deed recorded in Official Records Book 1005, Pages 2744 and 2745 in the Public Records of Osceola County, Florida, and bounded on the North by the South line of Kelley Properties Lands, all being in Osceola County, Florida, being more particularly described as follows:

Commencing at the North 1/4 corner of Section 9, Township 25 South, Range 29 East, Osceola County, Florida, run N89°56'51"W, along the North line of the Northwest 1/4 of said Section 9, a distance of 2632.15 feet to the Northwest corner of said Section 9; run thence S00°09'54"W, along the West line of said Section 9, a distance of 1425.98 feet; thence departing said West line run S89°59'28"E, a distance of 14.84 feet to a point on the East Right of Way line of Thacker Avenue (a 110 foot Right of Way), said point being the POINT OF BEGINNING; thence continue S89°59'28"E along said line, a distance of 559.31 feet to a point on the Centerline of a County Drainage Ditch, being also on the West line of said Kissimmee Utility Authority lands as described in Warranty Deed recorded in Official Records Book 1005, Pages 2744 and 2745 in the Public Records of Osceola County, Florida; thence along said West line the following (5) five courses, run S20°32'04"E, a distance of 173.06 feet; thence run S32°30'46"E, a distance of 147.66 feet; thence run S49°10'48"E, a distance of 138.82 feet to a point on a non tangent curve, concave to the West, having a Radius of 215.00 feet and a Central Angle of 79°36'04"; thence run Southerly along the arc of said curve, a distance of 298.70 feet (Chord Bearing = S09°22'49"E, Chord = 275.25 feet); thence run S30°25'32"W, a distance of 546.35 feet to a point on the North Right of Way line of Carroll Street (a 100 foot Right of Way); thence along said North Right of Way line the following (4) four courses, run S89°56'37"W, a distance of 51.41 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 956.01 feet and a Central Angle of 49°13'13"; thence run Southwesterly along the Arc of said curve, a distance of 821.27 feet (Chord Bearing = S65°20'01"W, Chord = 796.24 feet); thence run S40°43'24"W, a distance of 18.98 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 534.56 feet and a Central Angle of 16°16'15"; thence run Southwesterly along the Arc of said curve, a distance of 151.81 feet (Chord Bearing = S48°51'32"W, Chord = 151.30 feet); thence departing said North Right of Way line, run N09°43'58"W, a distance of 171.04 feet; thence run S87°12'20"W, a distance of 243.18 feet to a point on the East Right of Way line of aforesaid Thacker Avenue, being on a non tangent curve, concave to the East, having a Radius of 1,140.00 feet and a Central Angle of 48°49'56"; thence along the East Right of Way line the following (2) two courses, run Northerly along the arc of said curve, a distance of 971.60 feet (Chord Bearing = N18°55'10"E, Chord = 942.46 feet) to a Point of Reverse Curvature, concave to the Northwest having a Radius of 1,260.00 feet and a Central Angle of 27°22'08"; thence Northeasterly along the arc, a distance of 601.87 feet, a Chord Bearing of N29°39'04"E, a Chord Distance of 596.17 feet to the POINT OF BEGINNING.

Containing 1,369,925.26 square feet, 31.45 acres, more or less.

Sec. 177.141 F.S.
For Corrective Information
Pertaining To This Plat
See 2019012520
Filed 2-14-19
And Recorded in Official Record
Book 3477 Page 1805-1807
ARMANDO RAMIREZ
CLERK OF CIRCUIT COURT
D.C.

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

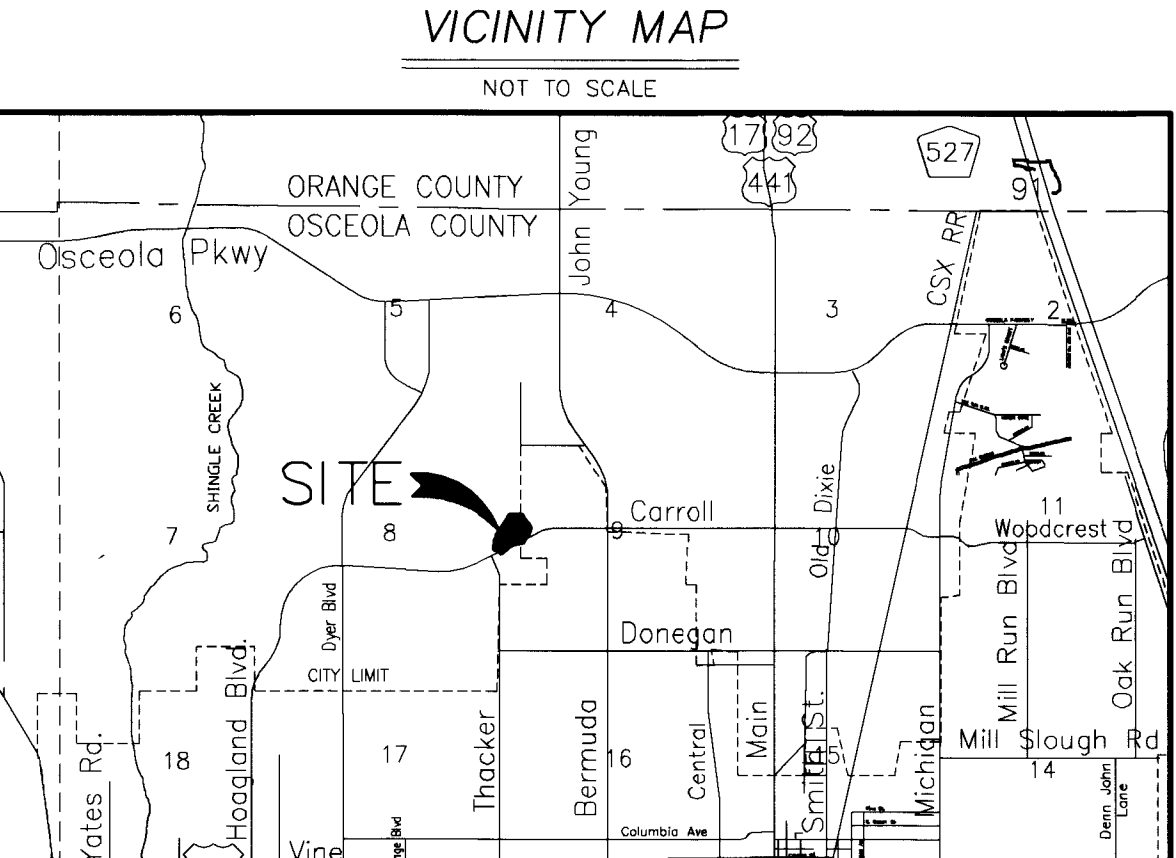
LEGEND

(R/S) REGISTERED LAND SURVEYOR	Δ DELTA/CENTRAL ANGLE	OMP CORRUGATED METAL PIPE
(R) RECORDED INFORMATION	U.E. UTILITY EASEMENT	O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK	* DEGREES	D.U.E. DRAINAGE AND UTILITY EASEMENT
D.B. DEED BOOK	" MINUTES	ID IDENTIFICATION
BK. BOOK	(D) DESCRIBED	PRO. PROPOSED
PG. PAGE	± MORE OR LESS	P.O.B. POINT OF BEGINNING
SECT. SECTION	C.B. CHORD BEARING	P.O.C. POINT OF COMMENCEMENT
TWP. TOWNSHIP	CH. CHORD	F/F FINISH FLOOR ELEV.
RNG. RANGE	R. RADIUS	R/W RIGHT OF WAY
COR. CORNER	B.W.F. BARBED WIRE FENCE	O.R. OFFICIAL RECORDS
AC. ACRES	L. LENGTH	P.T. POINT OF TANGENCY
TYP. TYPICAL	(NR) NON RADIAL	P.C. POINT OF CURVE
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	WF WOOD FENCE	P.R.C. POINT OF REVERSE CURVE
FD. FOUND	EP. EDGE OF PAVEMENT	MON. MONUMENT
N/D. NAIL AND DISK	N/D. NAIL AND DISK	
CONC. CONCRETE	CONC. CONCRETE	
P.C.P. PERMANENT CONTROL POINT		

● DENOTES SET 5/8" IRON ROD (PRM LB 966)
□ DENOTES FOUND 4"x4" CONCRETE MONUMENT (NO ID)
▲ DENOTES SET NAIL AND DISK (PRM LB 966)
△ DENOTES FOUND NAIL AND DISK (LB 6393)
ALL OTHER PROPERTY CORNERS ARE AS NOTED ON DRAWING.

CERTIFICATE OF APPROVAL BY MUNICIPALITY
THIS IS TO CERTIFY, That on March 20, 2018 the City of Kissimmee Commission approved the foregoing plat.
ATTEST: Jose Alvarez MAYOR Ronda Stansell CITY CLERK
CERTIFICATE OF COUNTY CLERK
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on MARCH 20, 2018 at 10:07:57 am
Armando Ramirez Clerk of the Circuit Court in and for Osceola County, Florida File No. 2018.D4.8693
BY [Signature] D.C.

SHEET 1 OF 4



SURVEYORS NOTES:

- Bearings as shown hereon are based on the North line of, the Northwest 1/4 of Section 9, Township 25 South, Range 29 East. Bearing = S89°56'51"E.
- There shall be a 10.00' Drainage, Utility and Landscape Easement, Across the front 10.00' of all Lots and Tracts adjacent to interior Road Right of Ways.
- All platted utility easements (that are not easements granted to or obtained by a particular electric, telephone, gas, or other public utility) shall also be easements for the construction, installation, maintenance and operation of cable television services, provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility. In the event a cable telephone company damages the facilities of a public utility, it shall be solely responsible for the damages, per F.S. 177.091(28).
- All lines are non-radial, unless shown as radial (RADIAL).
- Tract FD-1 that will be owned and maintained by JTD Land ay Cypress Ridge, LLC, its successors or assigns.
- Tracts OS-1, OS-2, OS-3 and OS-5 are for Open Space and will be owned and maintained by CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC.
- Tract R-1 is a Recreation Tract and will be owned and maintained by CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC.
- Tract S-1 is a Private Road Right of Way Tract and will be owned and maintained by CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC. Tract S-1 shall be subject to the jurisdiction of the City of Kissimmee for purposes of establishing speed limits and traffic control devices deemed necessary and appropriate by the City of Kissimmee.
- Tract P-1 is a Storm Water Tract and will be owned and maintained by the CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC.
- The Owner of the real property described in this plat hereby grants to Tohopekaliga Water Authority (TWA), its successors and assigns, utility easements as depicted on the plat for the purpose of ingress and egress to and installing, maintaining, repairing, refiguring, and reconstructing water, wastewater and reuse water utilities and associated facilities within said easements. No permanent structures or improvements, such as buildings, walls or foundations, shall be constructed, installed or placed on, over or across the utility easements. TWA, its successors and assigns, shall have the right and authority to clear the easement areas of trees, limbs, vegetation, and other physical objects which endanger or interfere with the safe or efficient installation, operation or maintenance of facilities existing within the utility easements.
- Tract E-1 is an Easement Tract and will be owned and maintained by Cypress Ridge Community Homeowners Association, Inc.
- Tract W-1 is a Wetland Tract and will be owned and maintained by Cypress Ridge Community Homeowners Association, Inc.

PLAT BOOK 24 PAGE 143

DEDICATION CYPRESS RIDGE

THIS is to certify that the undersigned, JTD Land at Cypress Ridge, LLC, a Florida limited liability company (hereinafter referred to as "Owner") is the lawful record owner of the lands described in the caption of this Plat, that Owner has caused said lands to be surveyed and this Plat made in accordance with said survey is hereby adopted as the true and correct Plat of said lands. No part of said lands, except as noted on the face of this Plat, is dedicated to the City of Kissimmee, Florida, or to the public. None of the land designated on this Plat as "Common Area" is required for public use and accordingly, such "Common Area" is not and will not be part of the City public road system or Stormwater management/drainage system. Instead, such "Common Area" is instead part of the "Common Area" created by this Plat and will be subject to the "Declaration of Covenants, Conditions, Easements and Restrictions for Cypress Ridge to be recorded in the public records of Osceola County, Florida, (herein after referred to as the "Declaration"). Said "Common Area" shall remain private and the sole and exclusive property of Owner until hereafter transferred and conveyed by Owner to Cypress Ridge Community Homeowners Association, Inc. ("Association") as provided in and pursuant to the terms of the Declaration. Owner does hereby grant to the present and future owners of the lots shown hereon and to all present and future members of the Association and their respective tenants, guests and invitees, and to all private entities and public agencies providing mail, utility, fire protection, law enforcement, emergency medical and other governmental services, including the United States Postal Service, the City of Kissimmee and Osceola County, a non-exclusive, perpetual easement for pedestrian and vehicular ingress, egress and passage over and upon such roads and associated sidewalks as may from time to time be located on Tract S-1 of the "Common Area".

The Owner, in recording this plat has created the "Common Area" shown hereon, which common property is a portion of the "Common Area" described in the Declaration. Said "Common Area" is not dedicated to the use and enjoyment of the general public, but its use is reserved for the common use and enjoyment of the property owners of Cypress Ridge. The nature and extent of, and the reservations and restrictions on such common use and enjoyment are more fully set forth in the Declaration.

NOTWITHSTANDING the foregoing, an emergency access easement to and upon the private stormwater management/drainage system located on Tracts E-1 and P-1 and within all Drainage Easements shown on this Plat is hereby granted and dedicated to the City of Kissimmee for emergency access purposes in the event inadequate maintenance of such stormwater management/drainage system by the Association creates a hazard to the public health, safety and general welfare. However, the emergency access easement granted and dedicated herein does not and shall not impose upon the City of Kissimmee any obligation, burden, responsibility or liability to enter upon the lands described herein in order to take any action to repair or maintain such private stormwater management/drainage system. A non-exclusive easement over, under, upon, through and across all Utility Easements shown on this Plat is hereby dedicated to and for use by the Tohopekaliga Water Authority and all public utilities providers for the purpose of constructing, maintaining, repairing and replacing their respective utility facilities which service the lands encompassed by this Plat.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and sealed by the person(s) named below on 7/12/17

JTD LAND AT CYPRESS RIDGE, LLC
a Florida Limited Liability Company
By: Craig Harris Title: Its Manager
Print Name: Craig Harris
Signed and sealed in the presence of:
Witness: Emily Turner Signature: Emily Turner Print Name: Emily Turner
Witness: Alanus Hafstad Signature: Alanus Hafstad Print Name: GLENYS HAFSTAD

STATE OF FLORIDA COUNTY OF OSCEOLA
THIS IS TO CERTIFY, that on 7/12/17
before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Craig C. Harris, the Manager of JTD Land at Cypress Ridge, LLC, a Florida limited liability company, on behalf of said entity to me known to be the person(s) described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be his free act and deed for the purposes therein expressed.

☒ Affiant is personally known to me.
☐ Affiant provided the following type of identification: _____
☐ Affiant did take on oath.
☐ Affiant did not take an oath.
IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.
Emily Turner NOTARY PUBLIC
My Commission expires: Nov. 5, 2018

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on FEBRUARY 8, 2016, he completed the survey of the lands as shown in the foregoing plat or plan; and said survey was made under his responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Sections 8&9, Township 25 South, Range 29 East, Osceola County, Florida. W. Turner Hallis, IV
Dated 07-17-17 Registration No. 1987
JOHNSTON'S SURVEYING INC. 900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on 8-7-2017 the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177.
Robert A. Bertelsen
Dated 8-7-2017 Registration No. 7067

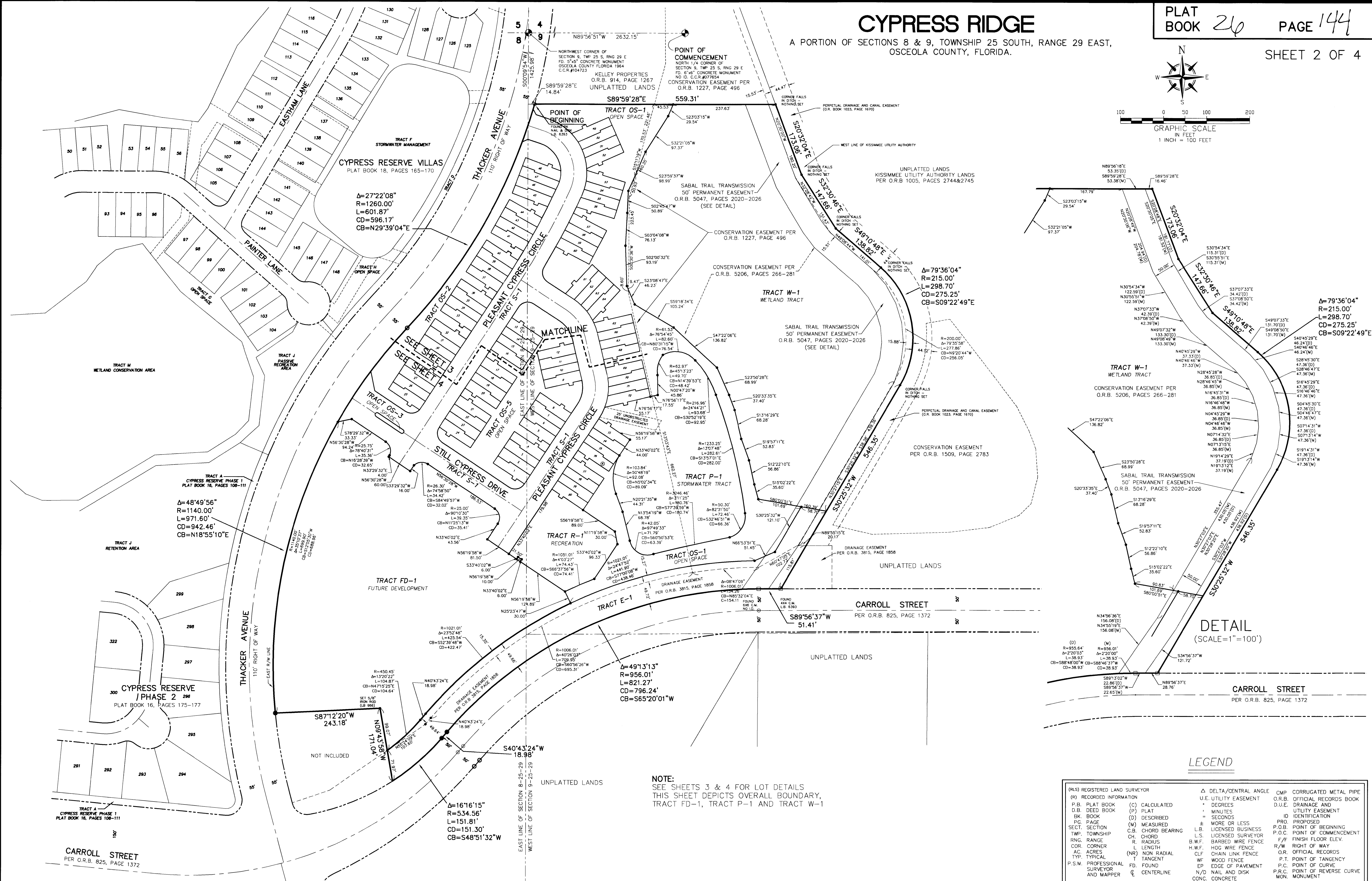
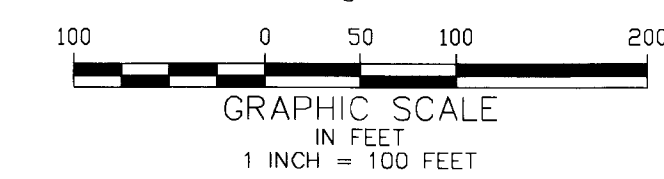
DRC# 17-00068

CFN#2018048003

A PORTION OF SECTIONS 8 & 9, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
OSCEOLA COUNTY, FLORIDA.

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SHEET 2 OF 4



JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

NOTE:
SEE SHEETS 3 & 4 FOR LOT DETAILS
THIS SHEET DEPICTS OVERALL BOUNDARY,
TRACT FD-1, TRACT P-1 AND TRACT W-1

(R/S) REGISTERED LAND SURVEYOR		Δ DELTA/CENTRAL ANGLE	CWP CORRUGATED METAL PIPE
(R) RECORDED INFORMATION		U.E. UTILITY EASEMENT	O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK	(C) CALCULATED	* DEGREES	D.U.E. DRAINAGE
D.B. DEED BOOK	(P) PLAT	" MINUTES	ID IDENTIFICATION
BK. BOOK	(D) DESCRIBED	" SECONDS	PRO PROPOSED
PG. PAGE	±	MORE OR LESS	P.O.B. POINT OF BEGINNING
SECT. SECTION	(M) MEASURED	L.B. LICENSED BUSINESS	P.O.C. POINT OF COMMENCEMENT
TP. TOWNSHIP	C.B. CHORD BEARING	L.S. LICENSED SURVEYOR	P.F. FINISH FLOOR ELEV.
RNG. RANGE	CH. CHORD	B.W.F. BARBED WIRE FENCE	R/W RIGHT OF WAY
CO. CORNER	R. RADIUS	H.W.F. HOG WIRE FENCE	O.R. OFFICIAL RECORDS
ACES. ACRES	(NR) NORTH LATITUDE	C.L. CHAIN LINK FENCE	P.T. POINT OF TANGENCY
TY. TYPICAL	T. TANGENT	WF WOOD FENCE	P.C. POINT OF CURVE
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	FD. FOUND	EP EDGE OF PAVEMENT	P.R.C. POINT REVERSE CURVE
	C. CENTERLINE	N/D NAIL AND DISK	M/M MONUMENT
P.C.P. PERMANENT CONTROL POINT		CONC. CONCRETE	

● DENOTES SET 5/8" IRON ROD (PRM LB 966)
 □ DENOTES FOUND 4"x4" CONCRETE MONUMENT (NO ID)
 ▲ DENOTES SET NAIL AND DISK (PRM LB 966)
 △ DENOTES FOUND NAIL AND DISK (LB 6393)
 ALL OTHER PROPERTY CORNERS ARE AS NOTED ON DRAWING.

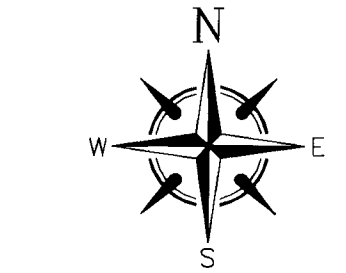
DRC# 17-00068

CYPRESS RIDGE

A PORTION OF SECTIONS 8 & 9, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA.

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SHEET 3 OF 4

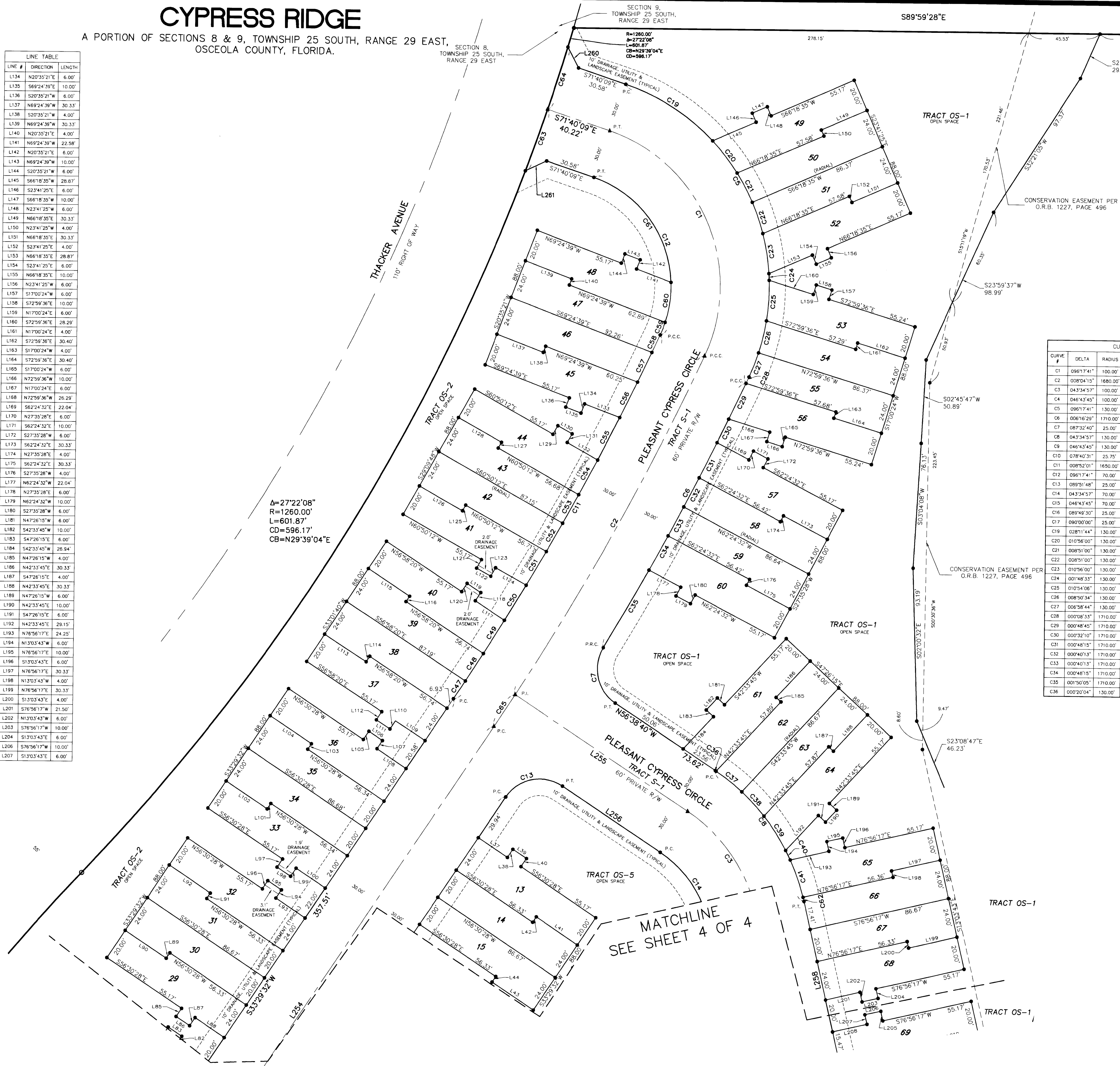


GRAPHIC SCALE
0 15 30 60
(1"=30')

LINE #	DIRECTION	LENGTH
L31	S76°56'17"W	30.33'
L32	N13°03'43"E	4.00'
L33	N76°56'17"E	21.50'
L34	S13°03'43"E	6.00'
L35	N76°56'17"E	10.00'
L36	N13°03'43"E	6.00'
L37	S56°30'28"E	21.50'
L38	N33°29'32"E	6.00'
L39	S56°30'28"E	10.00'
L40	S33°29'32"W	6.00'
L41	S56°30'28"E	30.33'
L42	N33°29'32"E	4.00'
L43	S56°30'28"E	30.33'
L44	S33°29'32"W	6.00'
L45	N56°30'28"W	21.50'
L46	N33°29'32"E	6.00'
L47	N56°30'28"W	10.00'
L48	S33°29'32"W	6.00'
L49	N33°29'32"E	6.00'
L50	N56°30'28"W	10.00'
L51	S33°29'32"W	6.00'
L52	N56°30'28"W	21.50'
L53	N33°29'32"E	6.00'
L54	N56°30'28"W	10.00'
L55	S33°29'32"E	6.00'
L56	N56°30'28"W	21.50'
L57	S17°00'24"W	6.00'
L58	S72°59'36"E	10.00'
L59	N17°00'24"E	6.00'
L60	S72°59'36"E	28.29'
L61	N17°00'24"E	4.00'
L62	S72°59'36"E	30.40'
L63	S17°00'24"W	4.00'
L64	S72°59'36"E	30.40'
L65	S17°00'24"W	6.00'
L66	N72°59'36"W	10.00'
L67	N17°00'24"E	6.00'
L68	N72°59'36"W	26.29'
L69	S62°24'32"E	22.04'
L70	N27°35'28"E	6.00'
L71	S62°24'32"E	10.00'
L72	S27°35'28"E	6.00'
L73	S62°24'32"E	30.33'
L74	N27°35'28"E	4.00'
L75	S62°24'32"E	30.33'
L76	S27°35'28"E	4.00'
L77	N62°24'32"W	22.04'
L78	N27°35'28"E	6.00'
L79	N62°24'32"W	10.00'
L80	S27°35'28"E	6.00'
L81	N47°26'15"W	6.00'
L82	S42°33'45"E	10.00'
L83	S47°26'15"E	6.00'
L84	S42°33'45"E	26.94'
L85	N47°26'15"W	4.00'
L86	N42°33'45"E	30.33'
L87	S47°26'15"E	4.00'
L88	N42°33'45"E	30.33'
L89	N47°26'15"W	6.00'
L90	N42°33'45"E	10.00'
L91	S47°26'15"E	6.00'
L92	N42°33'45"E	29.15'
L93	N76°56'17"E	24.25'
L94	N13°03'43"E	6.00'
L95	N76°56'17"E	10.00'
L96	S13°03'43"E	6.00'
L97	N76°56'17"E	30.33'
L98	N76°56'17"E	4.00'
L99	N76°56'17"E	30.33'
L100	S13°03'43"E	21.50'
L101	N76°56'17"E	30.33'
L102	N13°03'43"E	6.00'
L103	S76°56'17"W	10.00'
L104	S13°03'43"E	6.00'
L105	S76°56'17"W	10.00'
L106	S60°50'12"E	10.00'
L107	S29°09'48"E	6.00'
L108	S60°50'12"E	21.44'
L109	S29°09'48"E	4.00'
L110	S60°50'12"E	30.33'
L111	S29°09'48"E	4.00'
L112	S60°50'12"E	30.33'
L113	S29°09'48"E	6.00'
L114	S60°50'12"E	21.44'
L115	S29°09'48"E	4.00'
L116	S60°50'12"E	30.33'
L117	S29°09'48"E	6.00'
L118	S60°50'12"E	21.44'
L119	S29°09'48"E	4.00'
L120	S60°50'12"E	30.33'
L121	S29°09'48"E	6.00'
L122	S60°50'12"E	21.44'
L123	S29°09'48"E	4.00'
L124	S60°50'12"E	30.33'
L125	S29°09'48"E	6.00'
L126	S60°50'12"E	21.44'
L127	S29°09'48"E	4.00'
L128	S60°50'12"E	30.33'
L129	S29°09'48"E	6.00'
L130	S60°50'12"E	21.44'
L131	S29°09'48"E	4.00'
L132	S60°50'12"E	30.33'
L133	S69°24'39"E	23.08'

LINE #	DIRECTION	LENGTH
L134	N20°35'21"E	6.00'
L135	S69°24'39"E	10.00'
L136	S20°35'21"W	6.00'
L137	N69°24'39"W	30.33'
L138	S20°35'21"W	4.00'
L139	N69°24'39"W	30.33'
L140	N20°35'21"E	4.00'
L141	N69°24'39"W	22.58'
L142	N20°35'21"E	6.00'
L143	N69°24'39"W	10.00'
L144	S20°35'21"W	6.00'
L145	S66°18'35"W	28.87'
L146	S23°41'25"E	6.00'
L147	S66°18'35"W	10.00'
L148	N23°41'25"W	6.00'
L149	N66°18'35"E	30.33'
L150	N23°41'25"W	4.00'
L151	N66°18'35"E	30.33'
L152	S23°41'25"E	4.00'
L153	N66°18'35"E	28.87'
L154	S23°41'25"E	6.00'
L155	N66°18'35"E	10.00'
L156	N23°41'25"W	6.00'
L157	S17°00'24"W	6.00'
L158	S72°59'36"E	10.00'
L159	N17°00'24"E	6.00'
L160	S72°59'36"E	28.29'
L161	N17°00'24"E	4.00'
L162	S72°59'36"E	30.40'
L163	S17°00'24"W	4.00'
L164	S72°59'36"E	30.40'
L165	S17°00'24"W	6.00'
L166	N72°59'36"W	10.00'
L167	N17°00'24"E	6.00'
L168	N72°59'36"W	26.29'
L169	S62°24'32"E	22.04'
L170	N27°35'28"E	6.00'
L171	S62°24'32"E	10.00'
L172	S27°35'28"E	6.00'
L173	S62°24'32"E	30.33'
L174	N27°35'28"E	4.00'
L175	S62°24'32"E	30.33'
L176	S27°35'28"E	4.00'
L177	N62°24'32"W	22.04'
L178	N27°35'28"E	6.00'
L179	N62°24'32"W	10.00'
L180	S27°35'28"E	6.00'
L181	N47°26'15"W	6.00'
L182	S42°33'45"E	10.00'
L183	S47°26'15"E	6.00'
L184	S42°33'45"E	26.94'
L185	N47°26'15"W	4.00'
L186	N42°33'45"E	30.33'
L187	S47°26'15"E	4.00'
L188	N42°33'45"E	30.33'
L189	N47°26'15"W	6.00'
L190	N42°33'45"E	10.00'
L191	S47°26'15"E	6.00'
L192	N42°33'45"E	29.15'
L193	N76°56'17"E	24.25'
L194	N13°03'43"E	6.00'
L195	N76°56'17"E	10.00'
L196	S13°03'43"E	6.00'
L197	N76°56'17"E	30.33'
L198	N76°56'17"E	4.00'
L199	N76°56'17"E	30.33'
L200	S13°03'43"E	21.50'
L201	S76°56'17"W	30.33'
L202	N13°03'43"E	6.00'
L203	S76°56'17"W	10.00'
L204	S13°03'43"E	6.00'
L205	S76°56'17"W	10.00'
L206	S76°56'17"W	10.00'
L207	S13°03'43"E	6.00'

Δ=27°22'08"
R=1260.00'
L=601.87'
CD=596.17'
CB=N29°39'04"E



CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	096°17'41"	100.00'	168.07'	N23°31'19"W	148.97'
C2	008°04'15"	1680.00'	236.65'	N28°39'39"E	236.43'
C3	043°34'57"	100.00'	76.07'	N34°51'11"W	74.25'
C4	046°43'45"	100.00'	81.56'	N10°18'10"E	79.32'
C5	096°17'41"	130.00'	218.49'	N23°31'19"W	193.66'
C6	006°16'29"	1710.00'	187.27'	N27°45'46"E	187.17'
C7	087°32'40"	25.00'	38.20'	S12°52'20"E	34.59'
C8	043°34'57"	130.00'	106.03'	N23°31'19"W	103.11'
C9	046°43'45"	130.00'	106.03'	N10°18'10"E	103.11'
C10	078°40'31"	25.75'	35.36'	N83°27'43"E	32.65'
C11	008°52'01"	1650.00'	255.35'	N28°03'32"E	255.09'
C12	096°17'41"	70.00'	117.65'	N23°31'19"W	104.28'
C13	089°51'48"	25.00'	39.21'	S78°25'36"W	35.31'
C14	043°34'57"	70.00'	53.25'	N34°51'11"W	51.97'
C15	046°43'45"	70.00'	57.09'	N10°18'10"E	55.52'
C16	089°49'30"	25.00'	39.19'	N78°34'47"E	35.30'
C17	090°00'00"	25.00'	39.27'	S11°30'28"E	35.36'
C18	028°11'44"	130.00'	63.97'	N57°34'17"W	63.33'
C19	010°56'00"	130.00'	24.81'	N38°00'25"W	24.77'
C20	008°51'00"	130.00'	20.08'	N28°06'55"W	20.06'
C21	008°51'00"	130.00'	20.08'	N19°15'55"W	20.06'
C22	008°51'00"	130.00'	20.08'	N09°22'26"W	20.07'
C23	010°56'00"	130.00'	24.81'	N38°00'25"W	24.77'
C24	010°56'00"	130.00'	24.81'	N38°00'25"W	24.77'
C25	010°56'00"	130.00'	24.74'	N33°21'10"E	24.70'
C26	006°38'04"	130.00'	20.06'	N13°13'30"E	20.04'
C27	006°38'44"	130.00'	15.83'	N21°08'09"E	15.83'
C28	000°08'35"	1710.00'	4.25'	N24°41'48"E	4.25'
C29	000°48'45"	1710.00'	24.25'	N25°10'27"E	24.25'
C30	000°38'10"	1710.00'	16.00'	N25°50'55"E	16.00'
C31	000°48'15"	1710.00'	24.00'	N26°31'07"E	24.05'
C32	000°49'13"	1710.00'	20.00'	N27°15'21"E	20.00'
C33	000°48'15"	1710.00'	24.00'	N27°55'34"E	20.00'
C34	000°48'15"	1710.00'	24.00'	N28°39'48"E	24.00'
C35	001°50'05"	1710.00'	54.75'	N29°58'58"E	54.75'
C36	000°20'04"	130.00'	0.76'	N56°28'38"W	0.76'

CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C37	008°51'01"	130.00'	20.08'	N31°53'06"W	20.06'
C38	008°50'59"	130.00'	20.08'	N43°02'06"W	20.06'
C39	010°55'56"	130.00'	24.80'	N33°08'39"W	24.77'
C40	002°48'55"	130.00'	6.39'	N26°18'13"W	6.39'
C41	010°59'39"	130.00'	24.19'	N19°10'55"W	24.15'
C42	003°45'36"	130.00'	6.53'	N11°10'55"W	8.53'
C43	008°54'55"	130.00'	20.23'	N04°50'39"W	20.21'
C44	009°41'32"	130.00'	20.97'	N04°14'04"E	20.95'
C45	011°56'32"	130.00'	27.21'	N14°51'06"E	27.16'
C46	011°56'32"	130.00'	27.21'	N26°31'32"E	25.72'
C47	000°57'14"	130.00'	3.32'	N32°56'07"E	3.32'
C48	000°57'14"	130.00'	3.32'	N33°15'55"E	13.07'
C49	000°41'40"	1650.00'	20.00'	N32°41'28"E	20.00'
C50	000°52'22"	1650.00'	25.13'	N31°55'38"E	25.13'
C51	000°50'01"	1650.00'	24.00'	N30°13'15"E	24.00'
C52	000°41'40"	1650.00'	20.00'	N29°27'25"E	20.00'
C53	000°41'40"	1650.00'	20.00'	N28°45'45"E	20.00'
C54	000°50'01"	1650.00'	24.01'	N27°59'54"E	24.00'
C55	001°00'48"	1650.00'	28.18'	N27°04'30"E	29.18'
C56	000°50'14"	1650.00'	24.11'	N26°08'58"E	24.11'
C57	000°41'49"	1650.00'	20.07'	N25°22'57"E	20.07'
C58	000°24'31"	1650.00'	11.76'	N24°49'47"E	11.76'
C59	008°46'20"	70.00'	8.27'	N21°14'22"E	8.27'
C60	020°19'19"	70.00'	24.75'	N07°43'32"E	24.62'
C61	069°16'02"	70.00'	84.63'	N37°02'08"W	79.57'
C62	001°08'24"	130.00'	2.59'	S13°37'55"E	2.59'
C63	001°48'58"	1260.00'	39.94'	N19°14'20"E	39.94'
C64	001°48'58"	1260.00'	39.94'	N17°25'22"E	39.94'
C65	000°47'46"	1680.00'	23.34'	N33°05'39"E	23.34'
C66	003°14'53"	1140.00'	64.63'	S31°18'15"W	64.62'
C67	003°48'20"	1135.93'	75.71'	S34°51'46"W	75.70'
C68	090°00'00"	4.67'	7.34'	S78°29'32"W	6.60'
C69	090°00'00"	4.67'	7.34'	N11°30'28"W	6.60'
C70	090°00'00"	4.67'	7.34'	N76°29'32"E	6.60'
C71	090°00'00"	4.67'	7.34'	S11°30'28"E	6.60'

SEE SHEET 1 OF 4 FOR NOTES & LEGEND

JOHNSTON'S
SURVEYING

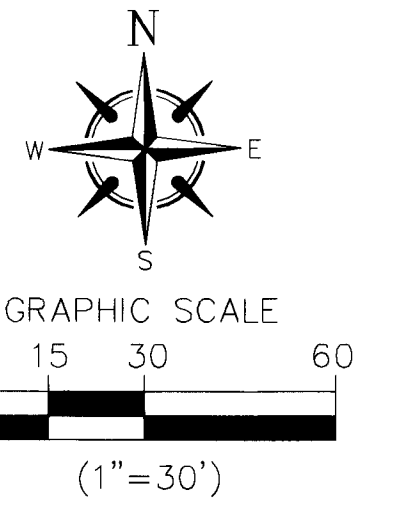
CYPRESS RIDGE

A PORTION OF SECTIONS 8 & 9, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
OSCEOLA COUNTY, FLORIDA.

PLAT
BOOK 26

PAGE 146

SHEET 4 OF 4



LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N56°19'58"W	21.50'	L70	N33°29'32"E	6.00'
L2	S33°40'02"W	6.00'	L71	N56°30'28"W	10.00'
L3	N56°19'58"W	10.00'	L72	S33°29'32"E	6.00'
L4	N33°40'02"E	4.00'	L73	S56°30'28"E	21.82'
L5	N56°19'58"W	30.33'	L74	N33°29'32"E	6.00'
L6	S33°40'02"W	4.00'	L75	S56°30'28"E	10.00'
L7	N33°40'02"E	4.00'	L76	S33°29'32"E	6.00'
L8	N56°19'58"W	30.33'	L77	N56°30'28"W	30.33'
L9	N33°40'02"E	6.00'	L78	S33°29'32"E	4.00'
L10	S56°19'58"E	10.00'	L79	N56°30'28"W	30.33'
L11	S33°40'02"W	6.00'	L80	N33°29'32"E	4.00'
L12	S56°19'58"E	21.50'	L81	N56°30'28"W	21.82'
L13	S56°19'58"E	21.50'	L82	N33°29'32"E	6.00'
L14	N33°40'02"E	6.00'	L83	N56°30'28"W	10.00'
L15	S56°19'58"E	10.00'	L84	S33°29'32"E	6.00'
L16	S33°40'02"W	6.00'	L85	S56°30'28"E	6.00'
L17	N56°19'58"W	30.33'	L86	S56°30'28"E	10.00'
L18	S33°40'02"E	4.00'	L87	N33°29'32"E	6.00'
L19	N33°40'02"E	4.00'	L88	S56°30'28"E	21.50'
L20	N56°19'58"W	30.33'	L89	S33°29'32"E	4.00'
L21	S33°40'02"W	6.00'	L90	N56°30'28"W	30.33'
L22	N56°19'58"W	10.00'	L91	N33°29'32"E	4.00'
L23	N33°40'02"E	6.00'	L92	N56°30'28"W	30.33'
L24	N56°19'58"W	21.50'	L93	N56°30'28"W	21.50'
L25	S76°56'17"W	21.50'	L94	N76°56'17"E	30.33'
L26	S130°43'43"E	6.00'	L95	S130°43'43"E	4.00'
L27	S76°56'17"W	10.00'	L96	S76°56'17"E	21.50'
L28	N130°43'43"W	6.00'	L97	N130°43'43"W	6.00'
L29	S76°56'17"W	30.33'	L98	S76°56'17"E	10.00'
L30	S130°43'43"E	4.00'	L99	S130°43'43"E	6.00'
L31	S76°56'17"W	30.33'	L100	N130°43'43"W	6.00'
L32	N130°43'43"W	4.00'	L101	S76°56'17"E	10.00'
L33	N76°56'17"E	21.50'	L102	S130°43'43"E	6.00'
L34	S130°43'43"E	6.00'	L103	N76°56'17"E	30.33'
L35	N76°56'17"E	10.00'	L104	N76°56'17"E	4.00'
L36	N130°43'43"W	6.00'	L105	N76°56'17"E	30.33'
L37	S56°30'28"E	30.33'	L106	N76°56'17"E	4.00'
L38	S33°29'32"E	4.00'	L107	N76°56'17"E	4.00'
L39	S56°30'28"E	30.33'	L108	N76°56'17"E	4.00'
L40	S33°29'32"E	4.00'	L109	N76°56'17"E	4.00'
L41	S56°30'28"E	30.33'	L110	N76°56'17"E	4.00'
L42	N33°29'32"E	4.00'	L111	N76°56'17"E	4.00'
L43	S56°30'28"E	30.33'	L112	N76°56'17"E	4.00'
L44	S33°29'32"E	4.00'	L113	N76°56'17"E	4.00'
L45	N56°30'28"W	21.50'	L114	N33°40'02"E	6.00'
L46	N33°29'32"E	6.00'	L115	N56°30'28"W	6.00'
L47	N56°30'28"W	10.00'	L116	N56°19'58"W	10.00'
L48	S33°29'32"E	6.00'	L117	N56°19'58"W	10.00'
L49	N33°29'32"E	6.00'	L118	N56°19'58"W	10.00'
L50	N56°30'28"W	10.00'	L119	N56°19'58"W	10.00'
L51	S33°29'32"E	6.00'	L120	N56°19'58"W	10.00'
L52	N56°30'28"W	21.50'	L121	N56°19'58"W	10.00'
L53	N33°29'32"E	4.00'	L122	N56°19'58"E	30.33'
L54	S56°30'28"E	30.33'	L123	S33°40'02"W	4.00'
L55	S56°30'28"E	30.33'	L124	S33°40'02"W	4.00'
L56	S33°29'32"E	4.00'	L125	S56°19'58"E	10.00'
L57	S56°30'28"E	21.50'	L126	S33°40'02"E	6.00'
L58	S33°29'32"E	6.00'	L127	S56°19'58"E	10.00'
L59	S56°30'28"E	10.00'	L128	S33°40'02"E	6.00'
L60	S33°29'32"E	6.00'	L129	S56°19'58"E	10.00'
L61	S33°29'32"E	6.00'	L130	S56°19'58"E	10.00'
L62	S56°30'28"E	10.00'	L131	S33°40'02"E	4.00'
L63	N33°29'32"E	6.00'	L132	S56°19'58"E	30.33'
L64	S56°30'28"E	21.50'	L133	S56°19'58"E	30.33'
L65	N33°29'32"E	4.00'	L134	S56°19'58"E	30.33'
L66	S56°30'28"E	30.33'	L135	S56°19'58"E	30.33'
L67	S56°30'28"E	30.33'	L136	S56°19'58"E	30.33'
L68	S33°29'32"E	4.00'	L137	S56°19'58"E	30.33'
L69	N56°30'28"W	21.50'	L138	S33°40'02"E	6.00'

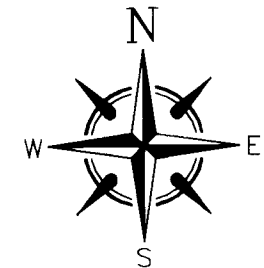
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	096°17'41"	100.00'	168.07'	N23°31'18"W	148.97'
C2	008°04'15"	1680.00'	236.65'	N28°39'39"E	236.45'
C3	043°34'57"	100.00'	76.07'	N34°51'11"W	74.25'
C4	046°43'45"	100.00'	81.56'	N10°18'10"E	79.32'
C5	096°17'41"	130.00'	218.49'	N23°31'18"W	193.66'
C6	006°16'29"	1710.00'	187.27'	N27°45'46"E	187.17'
C7	087°32'40"	25.00'	38.20'	S12°52'20"E	34.59'
C8	043°34'57"	130.00'	98.89'	N34°51'11"W	96.52'
C9	046°43'45"	130.00'	106.03'	N10°18'10"E	103.11'
C10	078°40'31"	25.75'	35.36'	N8°37'43"E	32.65'
C11	008°52'01"	1650.00'	255.35'	N29°03'32"E	255.09'
C12	096°17'41"	70.00'	117.65'	N23°31'18"W	104.28'
C13	089°51'48"	25.00'	39.21'	S78°25'26"W	35.31'
C14	043°34'57"	70.00'	53.25'	N34°51'11"W	51.97'
C15	046°43'45"	70.00'	57.09'	N10°18'10"E	55.52'
C16	089°49'30"	25.00'	39.19'	N78°34'47"E	35.30'
C17	090°00'00"	25.00'	39.27'	S11°30'28"E	35.36'
C18	028°11'44"	130.00'	63.97'	N57°34'17"W	63.33'
C19	010°56'00"	130.00'	24.81'	N38°00'25"W	24.77'
C20	008°51'00"	130.00'	20.08'	N28°06'55"W	20.06'
C21	008°51'00"	130.00'	20.08'	N19°15'55"W	20.06'
C22	005°56'00"	130.00'	24.81'	N09°22'26"W	24.77'
C23	001°48'33"	130.00'	4.10'	N03°00'09"W	4.10'
C24	001°48'33"	130.00'	24.74'	N03°21'10"E	24.70'
C25	008°50'34"	130.00'	20.06'	N13°13'30"E	20.04'
C26	006°58'44"	130.00'	15.83'	N21°08'09"E	15.83'
C27	000°08'33"	1710.00'	4.25'	N24°41'48"E	4.25'
C28	000°46'45"	1710.00'	24.25'	N25°10'27"E	24.25'
C29	000°32'10"	1710.00'	16.00'	N25°50'55"E	16.00'
C30	000°48'15"	1710.00'	24.00'	N26°31'07"E	24.00'
C31	000°40'13"	1710.00'	20.00'	N27°15'21"E	20.00'
C32	000°40'13"	1710.00'	20.00'	N27°55'34"E	20.00'
C33	000°48'15"	1710.00'	24.00'	N28°39'48"E	24.00'
C34	000°50'05"	1710.00'	54.75'	N29°58'58"E	54.75'
C35	000°20'04"	130.00'	0.76'	N56°28'38"W	0.76'

CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C37	008°51'01"	130.00'	20.08'	N51°53'06"W	20.06'
C38	008°50'59"	130.00'	20.08'	N43°02'06"W	20.06'
C39	010°55'56"	130.00'	24.80'	N33°08'39"W	24.77'
C40	002°48'55"	130.00'	6.39'	N26°16'13"W	6.39'
C41	010°39'39"	130.00'	24.19'	N19°31'56"W	24.15'
C42	003°45'36"	130.00'	8.53'	N11°10'55"W	8.53'
C43	008°54'55"	130.00'	20.23'	N04°50'39"W	20.21'
C44	009°14'32"	130.00'	20.97'	N04°14'04"E	20.95'
C45	011°58'32"	130.00'	27.21'	N14°51'06"E	27.16'
C46	011°21'20"	130.00'	25.77'	N26°31'32"E	25.72'
C46A	001°27'50"	130.00'	3.32'	N32°56'07"E	3.32'
C47	002°27'14"	1650.00'	13.07'	N33°15'55"E	13.07'
C48	000°41'40"	1650.00'	20.00'	N32°41'28"E	20.00'
C49	000°50'01"	1650.00'	24.00'	N31°55'38"E	24.00'
C50	000°52'22"	1650.00'	25.13'	N31°04'27"E	25.13'
C51	000°50'01"	1650.00'	24.00'	N30°13'15"E	24.00'
C52	000°41'40"	1650.00'	20.00'	N29°27'25"E	20.00'
C53	000°41'40"	1650.00'	20.00'	N28°45'45"E	20.00'
C54	000°50'01"	1650.00'	24.01'	N27°59'54"E	24.00'
C55	001°00'48"	1650.00'	29.18'	N27°04'30"E	29.18'
C56	000°50'14"	1650.00'	24.11'	N26°08'58"E	24.11'
C57	000°41'49"	1650.00'	20.07'	N25°22'57"E	20.07'
C58	000°24'31"	1650.00'	11.76'	N24°49'47"E	11.76'
C59	006°46'20"	70.00'	8.27'	N21°14'22"E	8.27'
C60	020°15'19"	70.00'	24.75'	N07°43'32"E	24.62'
C61	069°16'02"	70.00'	84.63'	N37°02'08"W	79.57'
C62	001°08'24"	130.00'	2.59'	S13°37'55"E	2.59'
C63	001°46'58"	1260.00'	39.94'	N19°14'20"E	39.94'
C64	001°46'58"	1260.00'	39.94'	N17°25'22"E	39.94'
C65	000°47'46"	1680.00'	23.34'	N33°05'39"E	23.34'
C66	003°14'53"	1140.00'	64.63'	S31°18'15"W	64.62'
C67	003°48'20"	1139.93'	75.71'	S34°51'46"W	75.70'
C68	090°00'00"	4.67'	7.34'	S78°29'32"W	6.60'
C69	090°00'00"	4.67'	7.34'	N11°30'28"W	6.60'
C70	090°00'00"	4.67'	7.34'	N78°29'32"E	6.60'
C71	090°00'00"	4.67'	7.34'	S11°30'28"E	6.60'

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

DRC# 17-00068

SEE SHEET 1 OF 4 FOR
NOTES & LEGEND

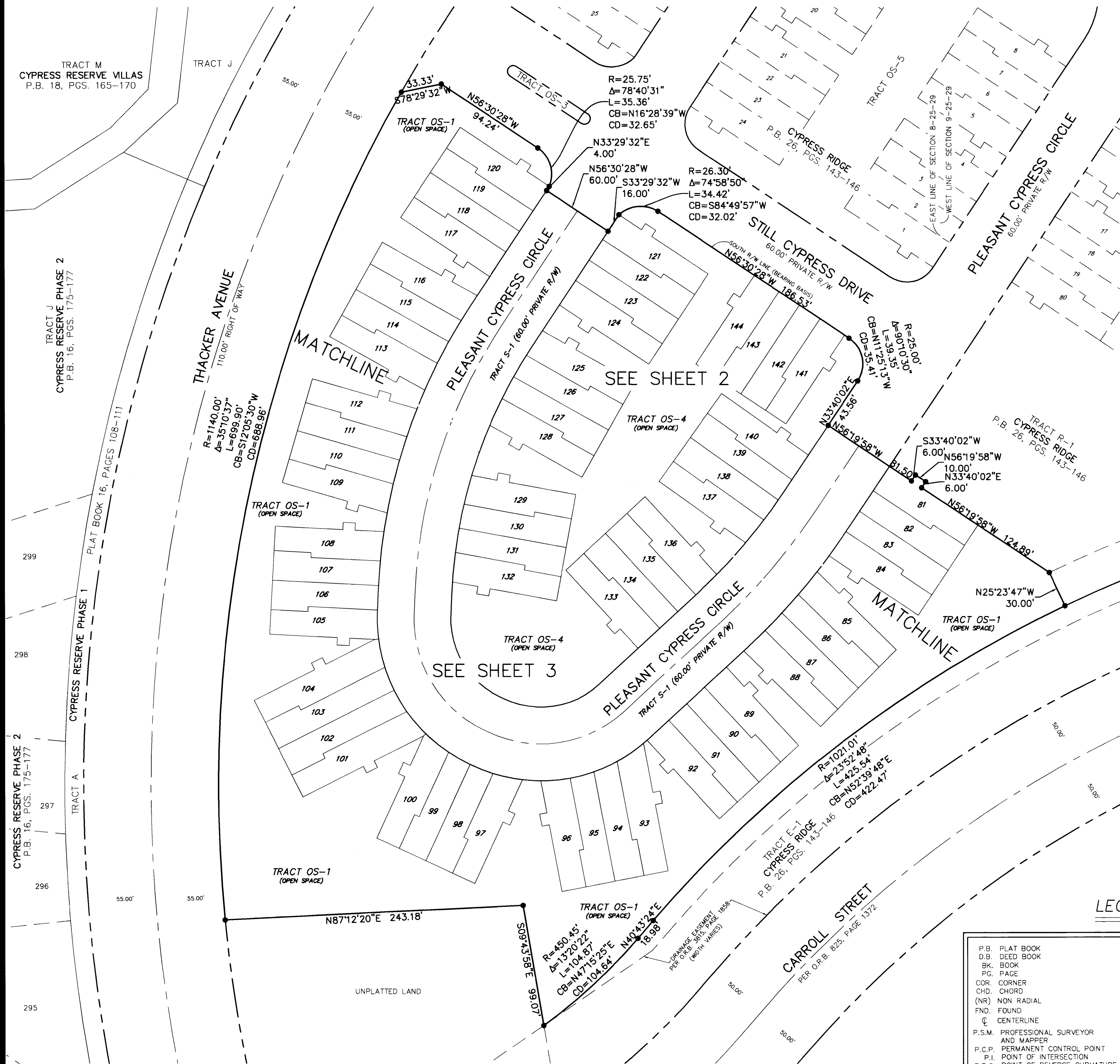


GRAPHIC SCALE
1 INCH = 50 FEET

CYPRESS RIDGE PHASE 2

A REPLAT OF TRACT FD-1, CYPRESS RIDGE
PLAT BOOK 26, PAGES 143 THROUGH 146
SECTIONS 8 & 9, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

DEED RESTRICTIONS FOR THIS PLAT ARE FILED IN
O.R. BOOK PAGE
AND (ARE) (ARE NOT) ACCOMPANIED BY DEED COVENANTS.



LEGEND

P.B. PLAT BOOK	CONC. CONCRETE
D.B. DEED BOOK	MON. MONUMENT
BK. BOOK	R/W. RIGHT OF WAY
P.C. PAGE	P.T. POINT OF TANGENCY
COR. CORNER	P.C. POINT OF CURVE
CHD. CHORD	L.B. LICENSED BUSINESS
(NR) NON-RADIAL	O.R.B. OFFICIAL RECORDS BOOK
FND. FOUND	ESMT. EASEMENT
C. CENTERLINE	ID. IDENTIFICATION
P.S.M. PROFESSIONAL SURVEYOR	• DEGREES
AND MAPPER	• MINUTES
P.C.P. PERMANENT CONTROL POINT	• SECONDS
P.I. POINT OF INTERSECTION	
P.R.C. POINT OF REVERSE CURVATURE	
D.U.S.E. DRAINAGE, UTILITY, SIDEWALK EASEMENT	
D.U.E. DRAINAGE AND UTILITY EASEMENT	
■ DENOTES FOUND 4"x4" CONCRETE MONUMENT AS NOTED	
● DENOTES SET (1/2" IRON ROD SET W/CAP PERMANENT REFERENCE MONUMENT (#LB. 966)	
○ DENOTES SET (1/2" IRON ROD SET W/CAP # LB. 966)	
⊙ DENOTES NAIL AND DISK SET W/DISK # LB. 966 P.C.P.	
ALL OTHER PROPERTY CORNERS ARE AS NOTED ON DRAWING.	

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

VICINITY MAP

NOT TO SCALE



SHEET 1 OF 3

PLAT BOOK **29** PAGE **25**

DEDICATION CYPRESS RIDGE PHASE 2

THIS is to certify that the undersigned, JTD Land at Cypress Ridge, LLC, a Florida limited liability company (hereinafter referred to as "Owner") is the lawful record owner of the lands described in the caption of this Plat, that Owner has caused said lands to be surveyed and this Plat made in accordance with said survey is hereby adopted as the true and correct Plat of said lands. No part of said lands, except as noted on the face of this Plat, is dedicated to the City of Kissimmee, Florida, or to the public. None of the land designated on this Plat as "Common Area" is required for public use and accordingly, such "Common Area" is not and will not be part of the City public road system or stormwater management/drainage system. Instead, such "Common Area" is instead part of the "Common Area" created by this Plat and will be subject to the "Declaration of Covenants, Conditions, Easements and Restrictions for Cypress Ridge" to be recorded in the public records of Osceola County, Florida, (herein after referred to as the "Declaration"). Said "Common Area" shall remain private and the sale and exclusive property of Owner until hereafter transferred and conveyed by Owner to Cypress Ridge Community Homeowners Association, Inc. ("Association") as provided in and pursuant to the terms of the Declaration. Owner does hereby grant to the present and future owners of the lots shown hereon and to all present and future members of the Association and their respective tenants, guests and invitees, and to all private entities and public agencies providing mail, utility, fire protection, law enforcement, emergency medical and other governmental services, including the United States Postal Service, the City of Kissimmee and Osceola County, a non-exclusive, perpetual easement for pedestrian and vehicular ingress, egress and passage over and upon such roads and associated sidewalks as may from time to time be located on Tract S-1 of the "Common Area".

The Owner, in recording this plat has created the "Common Area" shown hereon, which common property is a portion of the "Common Area" described in the Declaration. Said "Common Area" is not dedicated to the use and enjoyment of the general public, but its use is reserved for the common use and enjoyment of the property owners of Cypress Ridge. The nature and extent of, and the reservations and restrictions on such common use and enjoyment are more fully set forth in the Declaration.

NOTWITHSTANDING the foregoing, an emergency access easement to and upon the private stormwater management/drainage system located within all Drainage Easements shown on this Plat is hereby granted and dedicated to the City of Kissimmee for emergency access purposes in the event inadequate maintenance of such stormwater management/drainage system by the Association creates a hazard to the public health, safety and general welfare. However, the emergency access easement granted and dedicated herein does not and shall not impose upon the City of Kissimmee any obligation, burden, responsibility or liability to enter upon the lands described herein in order to take any action to repair or maintain such private stormwater management/drainage system. A non-exclusive easement over, under, upon, through and across all Utility Easements shown on this Plat is hereby dedicated to and for use by Tohopekalliga Water Authority and all public utilities providers for the purpose of constructing, maintaining, repairing and replacing their respective utility facilities which service the lands encompassed by this Plat.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and sealed by the person(s) named below on

June 21st 2019
JTD LAND AT CYPRESS RIDGE, LLC
a Florida limited liability company
By: *Craig C. Harris*
Print Name: Craig C. Harris Title: Its Manager
Signed and sealed in the presence of:
Witness: *Dalimar Rivera* Signature: *Milagros Avalos*
Print Name: Dalimar Rivera Print Name: Milagros Avalos

STATE OF FLORIDA COUNTY OF OSCEOLA
THIS IS TO CERTIFY, that on *June 21st 2019*
before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared
Craig C. Harris, the Manager of JTD Land at Cypress Ridge, LLC, a Florida limited liability company, on behalf of said entity to me known to be the person(s) described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be his free act and deed for the purposes therein expressed.

☒ Affiant is personally known to me.
☐ Affiant provided the following type of identification: _____
☐ Affiant did take an oath.
☐ Affiant did not take an oath.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Amor Miracela
NOTARY PUBLIC
My Commission expires: *06-15-2020*
AMBAR C MINAYA
MY COMMISSION # G9902590
EXPIRES June 15, 2020
FloridaNotaryService.com

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on *FEBRUARY 8, 2016* he completed the survey of the lands as shown in the foregoing plat or plan; and said survey was made under his responsible direction and supervision and the survey data, complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Sections 8 & 9, Township 25 South, Range 29 East, Osceola County, Florida. *W. Turner Wallis*

Dated: *6/19/19* Registration No. *3967*
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB. 966
JOHNSTON'S
SURVEYING INC. 900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on *March 23, 2020* the
City Commissioner - Mayor/City of Kissimmee
ATTEST: *Linda Starnell* approved the foregoing plat.
MAYOR CITY CLERK

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on
April 9th 2020 at *11:28:12 AM*
Armando Ramirez Clerk of the Circuit Court in and for Osceola County, Florida File No. *2020CA0028*
BY: *d mlu* D.C.

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

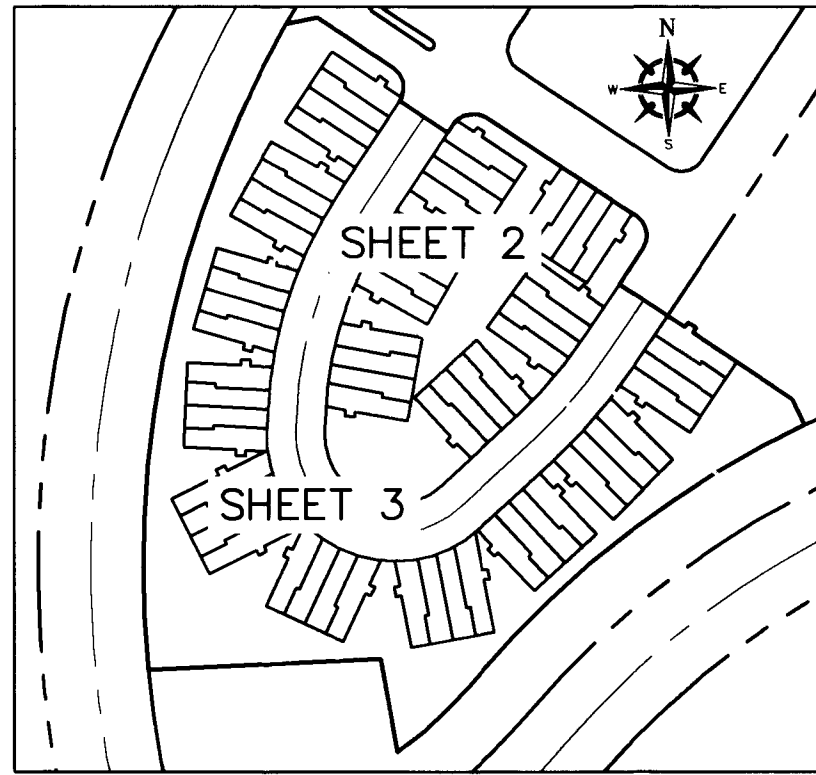
THIS IS TO CERTIFY, That on *March 23, 2020*, the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat complies with Florida Statutes, Chapter 177.
Robert A. Bartholomew
Dated: *8-12-2019* Registration No. *4087*

DRC# 19-00086

CFN#2020049058

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	425.00'	31°07'49"	230.91'	S17°55'37"W	228.08'
C4	500.00'	13°35'37"	118.63'	N40°27'50"E	118.35'
C5	395.00'	31°07'49"	214.61'	S17°55'37"W	211.98'
C6	455.00'	31°07'49"	247.21'	S17°55'37"W	244.18'
C11	470.00'	13°35'37"	111.51'	N40°27'50"E	111.25'
C12	530.00'	13°35'37"	125.74'	N40°27'50"E	125.45'
C13	455.00'	01°43'08"	13.65'	S32°37'58"W	13.65'
C14	455.00'	02°31'10"	20.01'	S30°30'50"W	20.00'
C15	455.00'	02°31'10"	20.01'	S27°59'40"W	20.00'
C16	455.00'	03°01'48"	24.06'	S25°13'11"W	24.06'
C17	455.00'	02°05'33"	16.62'	S22°39'31"W	16.62'
C46	530.00'	01°45'28"	16.26'	N37°08'58"E	16.26'
C47	530.00'	02°35'43"	24.01'	N34°58'22"E	24.01'
C48	530.00'	00°00'28"	0.07'	N33°40'16"E	0.07'
C49	395.00'	01°11'15"	8.19'	S32°53'56"W	8.19'
C50	395.00'	02°54'08"	20.01'	S30°51'13"W	20.01'
C51	395.00'	02°54'08"	20.01'	S27°57'05"W	20.01'
C52	395.00'	03°29'35"	24.08'	S24°45'13"W	24.08'
C60	470.00'	04°14'08"	34.75'	N42°17'02"E	34.74'
C61	470.00'	02°55'52"	24.04'	N38°42'02"E	24.04'
C62	470.00'	02°26'18"	20.00'	N36°00'57"E	20.00'
C63	470.00'	01°07'45"	9.26'	N34°13'55"E	9.26'

KEY MAP (NOT TO SCALE)



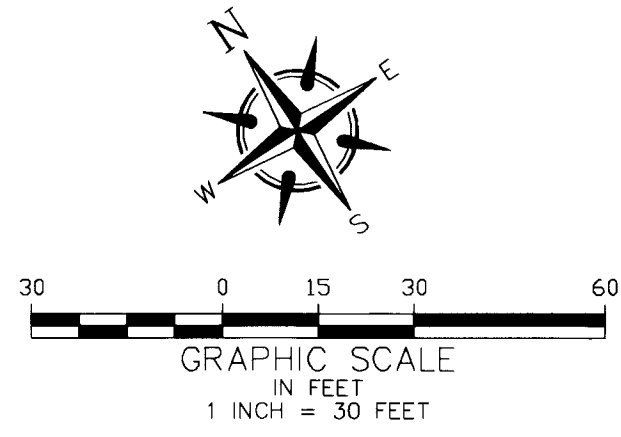
CYPRESS RIDGE PHASE 2

A REPLAT OF TRACT FD-1, CYPRESS RIDGE
PLAT BOOK 26, PAGES 143 THROUGH 146
SECTIONS 8 & 9, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

SHEET 2 OF 3

PLAT BOOK **29**

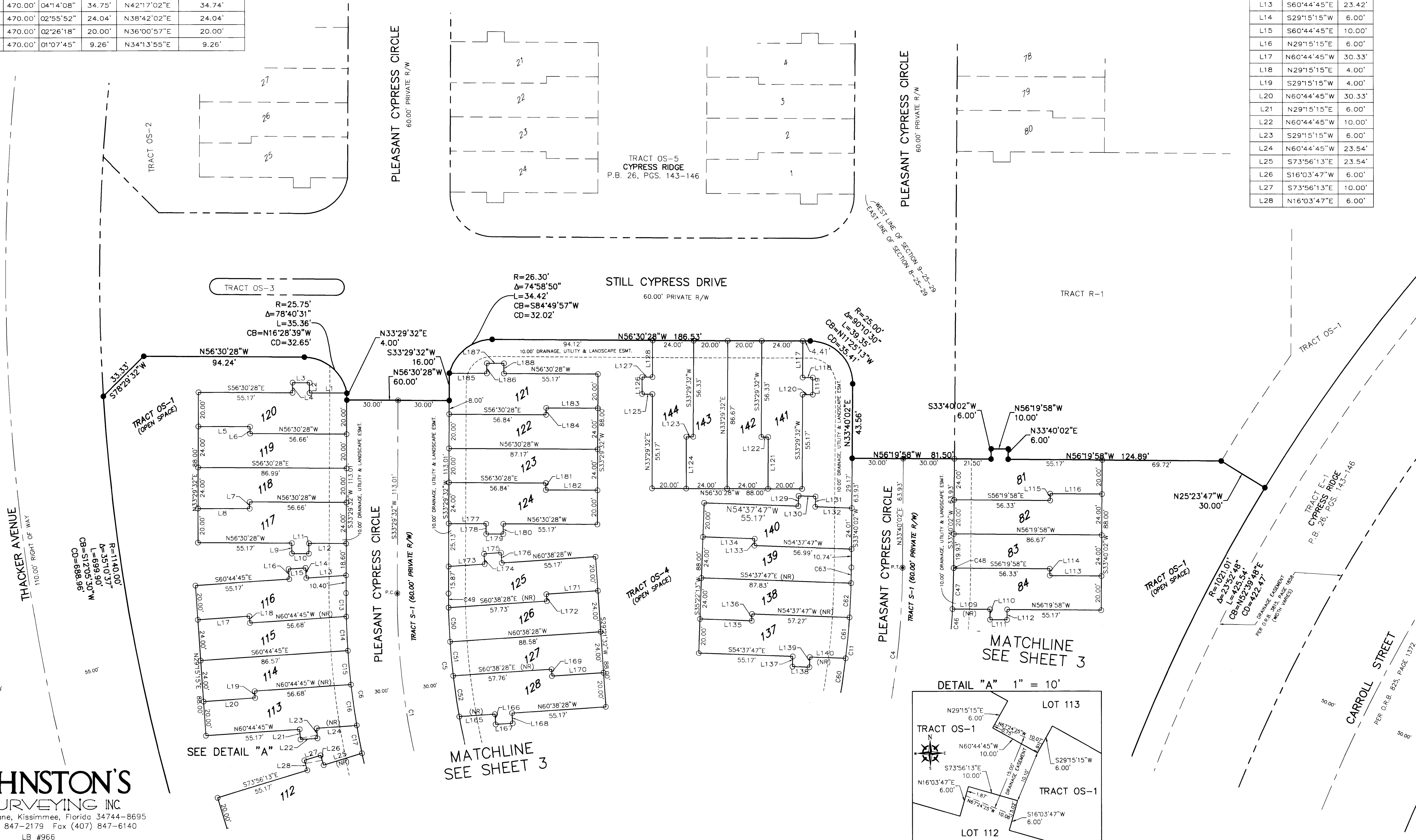
PAGE **25A**



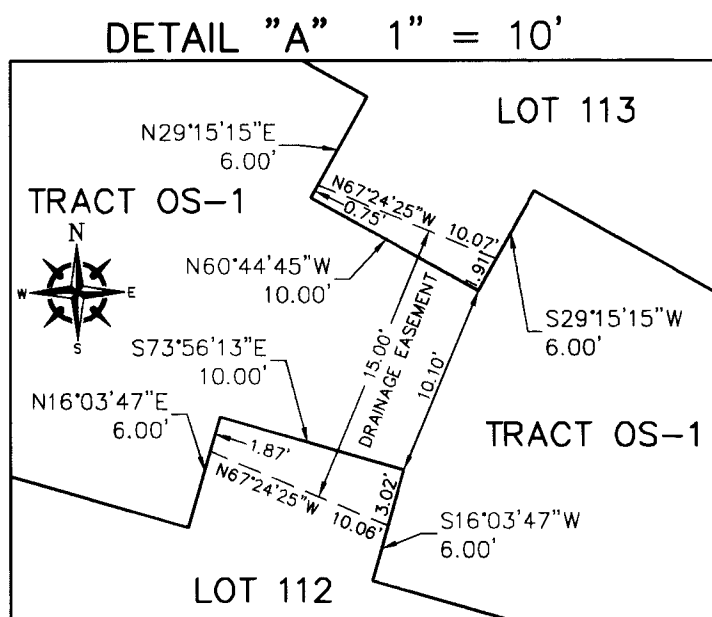
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S56°30'28"E	21.82'
L2	S33°29'32"W	6.00'
L3	S56°30'28"E	10.00'
L4	N33°29'32"E	6.00'
L5	N56°30'28"W	30.33'
L6	N33°29'32"E	4.00'
L7	S33°29'32"W	4.00'
L8	N56°30'28"W	30.33'
L9	N33°29'32"E	6.00'
L10	N56°30'28"W	10.00'
L11	S33°29'32"W	6.00'
L12	N56°30'28"W	21.82'
L13	S60°44'45"E	23.42'
L14	S29°15'15"W	6.00'
L15	S60°44'45"E	10.00'
L16	N29°15'15"E	6.00'
L17	N60°44'45"W	30.33'
L18	N29°15'15"E	4.00'
L19	S29°15'15"W	4.00'
L20	N60°44'45"W	30.33'
L21	N29°15'15"E	6.00'
L22	N60°44'45"W	10.00'
L23	S29°15'15"W	6.00'
L24	N60°44'45"W	23.54'
L25	S73°56'13"E	23.54'
L26	S16°03'47"W	6.00'
L27	S73°56'13"E	10.00'
L28	N16°03'47"E	6.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L109	N56°19'58"W	22.05'
L110	N33°40'02"E	6.00'
L111	N56°19'58"W	10.00'
L112	S33°40'02"W	6.00'
L113	S56°19'58"E	30.33'
L114	S33°40'02"W	4.00'
L115	N33°40'02"E	4.00'
L116	S56°19'58"E	30.33'
L117	S33°29'32"W	21.50'
L118	N56°30'28"E	6.00'
L119	S33°29'32"W	10.00'
L120	N56°30'28"W	6.00'
L121	S33°29'32"W	30.33'
L122	S56°30'28"E	4.00'
L123	N56°30'28"W	4.00'
L124	S33°29'32"W	30.33'
L125	N56°30'28"W	6.00'
L126	N33°29'32"E	10.00'
L127	S56°30'28"E	6.00'
L128	N33°29'32"E	21.50'
L129	S35°22'13"W	6.00'
L130	N54°37'47"W	10.00'
L131	N35°22'13"E	6.00'
L132	N54°37'47"W	21.44'
L133	N35°22'13"E	4.00'
L134	N54°37'47"W	30.33'
L135	N54°37'47"W	30.33'
L136	S35°22'13"W	4.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L137	S35°22'13"W	6.00'
L138	S54°37'47"E	10.00'
L139	N35°22'13"E	6.00'
L140	S54°37'47"E	21.04'
L165	N60°38'28"W	20.99'
L166	N29°21'32"E	6.00'
L167	N60°38'28"W	10.00'
L168	S29°21'32"W	6.00'
L169	S29°21'32"W	4.00'
L170	S60°38'28"E	30.33'
L171	S60°38'28"E	30.33'
L172	N29°21'32"E	4.00'
L173	N60°38'28"W	21.25'
L174	N29°21'32"E	6.00'
L175	S60°38'28"E	10.00'
L176	S29°21'32"W	6.00'
L177	N56°30'28"W	22.01'
L178	S33°29'32"W	6.00'
L179	S56°30'28"E	10.00'
L180	N33°29'32"E	6.00'
L181	S33°29'32"W	4.00'
L182	S56°30'28"E	30.33'
L183	S56°30'28"E	30.33'
L184	N33°29'32"E	4.00'
L185	N56°30'28"W	22.01'
L186	N33°29'32"E	6.00'
L187	S56°30'28"E	10.00'
L188	S33°29'32"W	6.00'

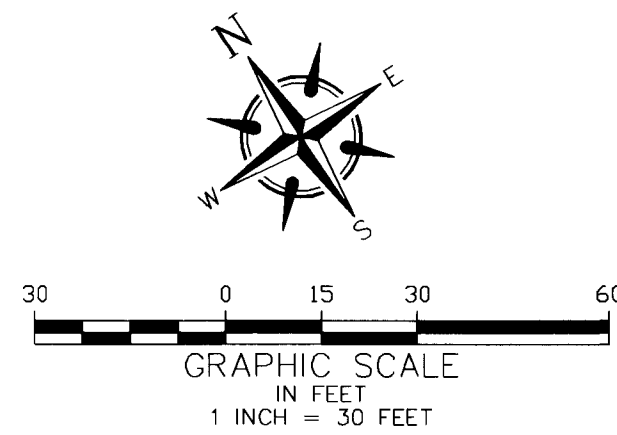


JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140
LB #966



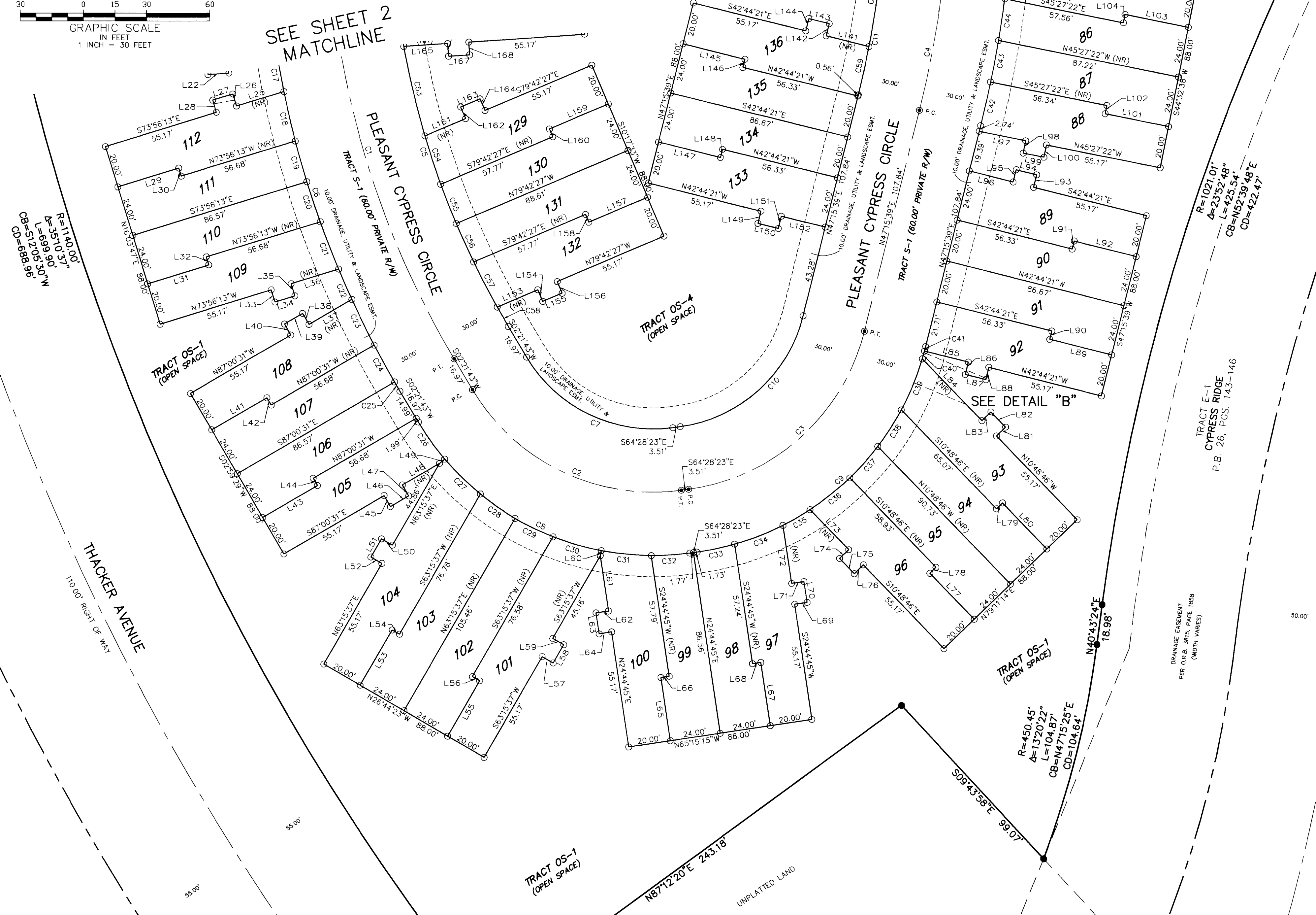
LINE TABLE		
LINE #	DIRECTION	LENGTH
L22	N60°44'45"W	10.00'
L25	S73°56'13"E	23.54'
L26	S16°03'47"W	6.00'
L27	S73°56'13"E	10.00'
L28	N16°03'47"E	6.00'
L29	N73°56'13"W	30.33'
L30	N16°03'47"E	4.00'
L31	N73°56'13"W	30.33'
L32	S16°03'47"W	4.00'
L33	N16°03'47"E	6.00'
L34	N73°56'13"W	10.00'
L35	S16°03'47"W	6.00'
L36	N73°56'13"E	23.54'
L37	N87°00'31"W	23.54'
L38	N02°59'29"E	6.00'
L39	N87°00'31"W	10.00'
L40	S02°59'29"W	6.00'
L41	N87°00'31"W	30.33'
L42	N02°59'29"E	4.00'
L43	N87°00'31"W	30.12'
L44	S02°59'29"W	4.00'
L45	S02°59'29"W	6.00'
L46	S87°00'31"E	10.00'
L47	N02°59'29"E	6.00'
L48	S87°00'31"E	20.55'
L49	N82°51'01"E	3.14'
L50	S26°44'23"E	6.00'
L51	N63°15'37"E	10.00'
L52	N26°44'23"W	6.00'
L53	S63°15'37"W	30.33'
L54	N26°44'23"W	4.00'
L55	S63°15'37"W	30.33'
L56	S26°44'23"E	4.00'
L57	N26°44'23"W	6.00'
L58	S63°15'37"W	10.00'
L59	S26°44'23"E	6.00'
L60	N44°08'59"E	2.44'
L61	N24°44'45"E	26.49'
L62	S65°15'15"E	6.00'
L63	N24°44'45"E	10.00'
L64	N65°15'15"W	6.00'
L65	S24°44'45"W	30.33'
L66	N65°15'15"W	4.00'
L67	S24°44'45"W	30.33'
L68	S65°15'15"E	4.00'
L69	N65°15'15"W	6.00'
L70	S24°44'45"W	10.00'
L71	S65°15'15"E	6.00'
L72	S24°44'45"W	27.85'
L73	S10°48'46"E	26.43'
L74	S79°11'14"W	6.00'
L75	S10°48'46"E	10.00'
L76	N79°11'14"E	6.00'
L77	S10°48'46"E	30.33'
L78	S79°11'14"W	4.00'
L79	N79°11'14"E	4.00'
L80	S10°48'46"E	30.33'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L81	N79°11'14"E	6.00'
L82	N10°48'46"W	10.00'
L83	S79°11'14"W	6.00'
L84	N10°48'46"W	40.66'
L85	N42°44'21"W	21.52'
L86	N47°15'39"E	6.00'
L87	N42°44'21"W	10.00'
L88	S47°15'39"W	6.00'
L89	S42°44'21"E	30.33'
L90	S47°15'39"W	4.00'
L91	N47°15'39"E	4.00'
L92	S42°44'21"E	30.33'
L93	S47°15'39"W	6.00'
L94	S42°44'21"E	10.00'
L95	N47°15'39"E	6.00'
L96	S42°44'21"W	10.00'
L97	N45°27'22"W	22.54'
L98	N44°32'38"E	6.00'
L99	N45°27'22"W	10.00'
L100	S44°32'38"W	6.00'
L101	S45°27'22"E	30.65'
L102	S44°32'38"W	4.00'
L103	S45°27'22"E	30.65'
L104	N44°32'38"E	4.00'
L105	S44°32'38"W	6.00'
L106	S45°27'22"E	10.00'
L107	N44°32'38"E	6.00'
L108	S45°27'22"E	25.24'
L111	N56°19'58"W	10.00'
L112	S33°40'02"W	6.00'
L141	S42°44'21"E	20.91'
L142	S47°15'39"W	6.00'
L143	S42°44'21"E	10.00'
L144	N47°15'39"E	6.00'
L145	N42°44'21"W	30.33'
L146	N47°15'39"E	4.00'
L147	N42°44'21"W	30.33'
L148	S47°15'39"W	4.00'
L149	N47°15'39"E	6.00'
L150	N42°44'21"W	10.00'
L151	S47°15'39"W	6.00'
L152	N42°44'21"W	21.50'
L153	N79°42'27"W	20.99'
L154	N10°17'33"E	6.00'
L155	N79°42'27"W	10.00'
L156	S10°17'33"W	30.33'
L157	S79°42'27"E	30.33'
L158	S10°17'33"W	4.00'
L159	S79°42'27"E	30.33'
L160	N10°17'33"E	4.00'
L161	S79°42'27"E	20.99'
L162	N10°17'33"E	6.00'
L163	S79°42'27"E	10.00'
L164	S10°17'33"W	6.00'
L165	N60°38'28"W	20.99'
L167	N60°38'28"W	10.00'
L168	S29°21'32"W	6.00'



CYPRESS RIDGE PHASE 2

A REPLAT OF TRACT FD-1, CYPRESS RIDGE
PLAT BOOK 26, PAGES 143 THROUGH 146
SECTIONS 8 & 9, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA



Cypress Ridge Community Homeowners Association, INC
Nubia Thomas, LCAM for Artemis Lifestyles
1631 E. Vine Street Suite 300
Kissimmee, FL 34744
nthomas@artemislifestyles.com/ Phone:407-705-2190 Ext.612

Board of Directors Meeting Minutes
Monday, June 17th, 2023
10:00 AM
Community Pool House

Date: Monday, June 19th, 2023

Time: 10:00 Am

Location: Cypress Ridge Community Pool House

I. Call to Order:

The meeting was called to order at 10:05 am by Vice President Evelyn Castro.

II. Proof Of Notice of Meeting:

The meeting notice was posted 48 hours in advance of the meeting.

III. Establish a Quorum of The Board of Directors: A quorum of the Board of Directors was established. President, Alexandra Velasquez, Vice President, Evelyn Castro, and Secretary/Treasurer Daniel Delatorre were in attendance. Artemis Lifestyles, Sr. LCAM Nubia Thomas was also present.

IV. Standing Business

A. Towing Policy:

Motion: Evelyn Castro made a motion to approve the Agreement for Traffic Control Jurisdiction between Cypress Ridge Homeowners Association, Inc. and the City of Kissimmee, a municipal corporation of the State of Florida.

Vote: Daniel Delatorre seconded the motion; Alexandra Velasquez was also in favor.

Action: All were in favor, motion was Passed.

B. Pool Rules:

Motion: Alexandra Velasquez made a motion to approve pool parties with a maximum of 15 guests for a maximum of 4 hours per party, for a non-refundable fee of \$100.00. All Reservations requests must be submitted to the property manager. Reservations will be based on a first come first serve basis. No parties on holidays and the owner must leave the

pool area clear of trash and debris. The pool will still be available for use by owners during the reserved time. No confetti or wall decorations are allowed on or at the pool area.

Vote: Daniel Delatorre seconded, and Evelyn Castro was also in favor.

Action: Motion passed

C. Appointment of Members to the Fines Committee:

Motion: Evelyn Castro made a motion to appoint Claudia Betancourt, Edilberto Dominguez, and Natasha Porras to the Fines Committee.

Vote: Daniel Delatorre seconded, and Alexandra Velasquez was also in favor.

Action: All were in favor, motion passed.

D. Proposal of Gate Repairs and Perimeter Fence:

Daniel Delatorre made a motion to approve the proposal from Welding Specialist, LLC for the gate repair and gate installation in the amount of \$18,900.00 to be paid out with Reserve funds.

Vote: Alexandra Velasquez seconded; Evelyn Castro was also in favor.

Action: All were in favor, motion passed.

V. Adjournment: Evelyn Castro made a motion to adjourn, all were in favor, and the meeting was adjourned at 10:55 am.

Minutes approved By:



08/04/2023

Daniel De Latorre Secretary/Treasurer

ITEM 7.M

Authorization to submit an application for the Fiscal Year 2022 Justice Assistance Grant made available by the U.S. Department of Justice

Request

The Kissimmee Police Department requests the Commission review and approve the submittal of an application for the Fiscal Year 2022 Justice Assistance Grant (JAG-C) program.

Explanation

The Osceola County Board of County Commissioners has received notification from the Florida Department of Law Enforcement (FDLE) of the Justice Assistance Grant (JAG-C) allocated for fiscal year 2022. The total amount of JAG-C funding made available to Osceola County is \$103,550 and is made available by the U.S. Department of Justice (USDOJ). This grant funding is intended to assist state, local, and tribal efforts to prevent or reduce crime and violence.

Recommendation

Approval to apply for the Justice Assistance Grant (JAG-C) allocation for fiscal year 2022.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. Osceola Co grant application notice
2. 072523_JAGC-FY-2022-Application_fillable (1)

Pamela Lynch

From: Dexter W Westbrooks <dexter.westbrooks@OSCEOLA.ORG>
Sent: Thursday, July 27, 2023 5:29 PM
Subject: FDLE FY 2022 JAGC Notification

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Good afternoon Community Partners,

The Osceola County Board of County Commissioners has received notification from the Florida Department of Law Enforcement (FDLE) of the Justice Assistance Grant Countywide (JAGC) allocation for fiscal year 2022.

The total amount of JAGC funding made available to Osceola County is **\$103,550.00** and is made available by the U.S. Department of Justice.

This grant funding is intended to assist state, local, and tribal efforts to prevent or reduce crime and violence. Please visit: <https://www.osceola.org/agencies-departments/human-services/jag-program/> for additional details and application information.

Best regards,



Dexter W. Westbrooks II

Grants Compliance Analyst
Osceola County Housing & Community Services
1392 E. Vine Street
Kissimmee, FL 34744
Office: 407-742-8472
Email: Dexter.Westbrooks@osceola.org
[osceola.org](https://www.osceola.org)
be first to what's next.

Please Note: Florida has a very broad Public Records Law. E-mails to this entity or its employees may be considered a public record. Your e-mail communication, including your email address may be disclosed to the public and media at any time.



Osceola County Board of County Commissioners

Edward Byrne Memorial Justice Assistance Grant - Countywide (JAG) Program Instructions and Application for Funding Fiscal Year 2022

The Osceola County Board of County Commissioners has received notification from the Florida Department of Law Enforcement (FDLE) of the Justice Assistance Grant (JAG) allocation for fiscal year 2022. The total amount of JAG funding made available to Osceola County is \$103,550.00 and is made available by the U.S. Department of Justice (USDJ). This grant funding is intended to assist state, local, and tribal efforts to prevent or reduce crime and violence.

Program Strategy and Purposes

JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas:

1. Law enforcement programs
2. Prosecution and court programs
3. Prevention and education programs
4. Corrections and community corrections programs
5. Drug treatment and enforcement programs
6. Planning, evaluation, and technology improvement programs
7. Crime victim and witness programs (other than compensation) and
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

Application Deadline

Agencies that wish to apply for these funds are required to submit the completed application and supporting documents by the **application deadline of 4:00 p.m. on Friday, August 18, 2023**, to Osceola County Housing and Community Services, 1392 E. Vine Street, Kissimmee, Florida 34744. Questions regarding this funding opportunity must be submitted in writing and emailed to grants2@osceola.org.

Application Submission Requirements

- 1) One original signed grant application and one copy of the Power Point presentation
Deliver to: Attn: Dexter Westbrooks II/Grants Compliance Analyst
Osceola County Housing and Community Services
1392 E. Vine Street
Kissimmee, Florida 34744
- 2) An electronic version of your application and Power Point presentation should be e-mailed to: **grants2@osceola.org**.

- 3) Presentation to the Substance Abuse Policy Advisory Board (SAPAB) on:
Tuesday, August 22, 2023.

In order for an application to be considered complete, it must contain the following sections and attachments:

- Section I:** Cover Sheet - Signed by an authorized Executive Officer for the agency
Section II: General Project Information - including: Project Title; Problem Identification; Project Summary/ Scope of Work; and Timeline
Section III: Budget Narrative, Project Budget, and Budget Section Questions
Attachment I Project Presentation - PowerPoint format attached

***Please note that a separate application and presentation are required for each project being proposed.**

Project Presentation

Presentation must adhere to the attached format. Presentations will be limited to seven (7) minutes, not including time required to respond to questions from the Substance Abuse Policy Advisory Board members.

Project Presentation to SAPAB Members

SAPAB will review project grant funding proposals and presentations on **Tuesday, August 22, 2023**, at Osceola County Housing and Community Services, located at 1392 E. Vine Street, Kissimmee, Florida 34744.

SAPAB Project Recommendation(s)

In the event the SAPAB recommendation for funding differs from the submitted application, the applying agency is responsible for submitting a revised application within the requested time frame to ensure a timely submission to FDLE. A hard copy of the revised application including the adjustment to the project budget must be resubmitted no later than **Friday, August 25, 2023**, and emailed to the Grants Analyst at **grants2@osceola.org**.

Match Requirements

JAG does not have a match requirement.

Grant Term

JAG awards are typically for a period not to exceed twelve months, beginning on October 1st and ending on September 30th. Projects approved for funding must be implemented and funds expended within this time frame. Extensions beyond September 30, 2024, expiration date will not be considered at time of application.

Prohibited Uses

JAG funds cannot be used directly or indirectly for security enhancements or equipment to non-governmental entities not engaged in Criminal Justice or Public Safety. JAG funds may not be used to supplant state or local funds; this includes overtime pay, uniforms, clothing allowances, etc. for a given activity. Items listed below are strictly prohibited and cannot be approved for JAG programs under any circumstances as per Executive Order 13688 on Federal Support for Local Law Equipment Acquisition:

- 1) Tracked armored vehicles
- 2) Weaponized aircraft, vessels and vehicles of any kind
- 3) Firearms and/or ammunition with a caliber of .50 or higher
- 4) Grenade launchers

- 5) Bayonets
- 6) Camouflage Uniforms (digital pattern) – woodland and desert patterns are allowable based on operational needs. Camouflage may not be worn in urban or populous areas.

Under extraordinary and exigent circumstances, the USDOJ, Bureau of Justice Assistance (BJA) may allow the following items to be procured with JAG funds so long as prior approval is obtained from BJA:

- 1) Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicle (UAV)-to utilize JAG funds for UAS, UA, and/or UAV purchases award recipients must adhere to the UAS Guidance found here: <https://www.bja.gov/Publications/BJA-UAS-Guidance.pdf>
- 2) Armored Vehicles (wheeled)
- 3) Command and/or Control Vehicles (bus, recreational vehicle, etc.)*
- 4) *Boats
- 5) *Tactical and/or passenger SUVs, vans, trucks, and sedans (excluding SUVs and sedans that are used for police patrol)
- 6) Manned aircraft, fixed and/or rotary wing
- 7) Specialized firearms and ammunition under .50 caliber (excludes: firearms/ammunition for routine duties)
- 8) Breaching Apparatus (battering ram or similar entry device)
- 9) Riot helmets, shields and/or batons (excluding service-issued telescopic or fixed length straight batons)
- 10) Explosives and pyrotechnics
- 11) Luxury items and real estate
- 12) Construction Projects (other than penal/correctional institutions)
- 13) *Segway, ATV, and golf cart (non-police patrol)

*Controlled Expenditure request is required if the vehicle is not being used in the ordinary course by police forces in the United States for patrol activities. Additionally, Segway's, ATVs and golf carts never require a controlled expenditure request in states which do not require licensing and registration for those vehicle types.

If an agency wishes to use JAG funds for a controlled item and/or project at the time of application, the agency must submit a letter with their application. The letter must be in their agency's letterhead, from the chief official, should be addressed to the FDLE OCJG Bureau Chief and address or include an enclosure with all elements outlined in the JAG controlled expenditures justification template. For a list of controlled expenditures and the 11 elements that must be addressed in the letter, please visit: <https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>.

Osceola Board of County Commissioners
Edward Byrne Memorial Justice Assistance Grant - Countywide (JAGC)
Fiscal Year 2022

Section I- Cover Sheet

Implementing Agency: _____

Project Title: _____

Project
Manager/Contact: _____

Address: _____

City, State, Zip Code: _____

E-mail Address: _____

Telephone: _____ Fax: _____

Chief Executive Officer: _____

Name/Title _____

Address: _____

City, State, Zip Code: _____

E-mail Address: _____

Telephone: _____ Fax: _____

Total Funding Request: \$ _____

Proposed

Implementation Plan

Start date: October 1, 2023

End Date: September 30, 2024

Chief Executive Officer: _____ Date: _____

Print Name: _____

Title: _____

Section II- General Project Information

Identify the purpose area that applies to this project: (Select only ONE)

☐ Law enforcement programs	☐ Prosecution and court programs
☐ Prevention and education programs	☐ Corrections/ community corrections
☐ Drug treatment and enforcement programs	☐ Planning, evaluation, and technology improvement
☐ Crime victim and witness programs* <i>other than compensation</i>	

Problem Identification (7,000-character limit)

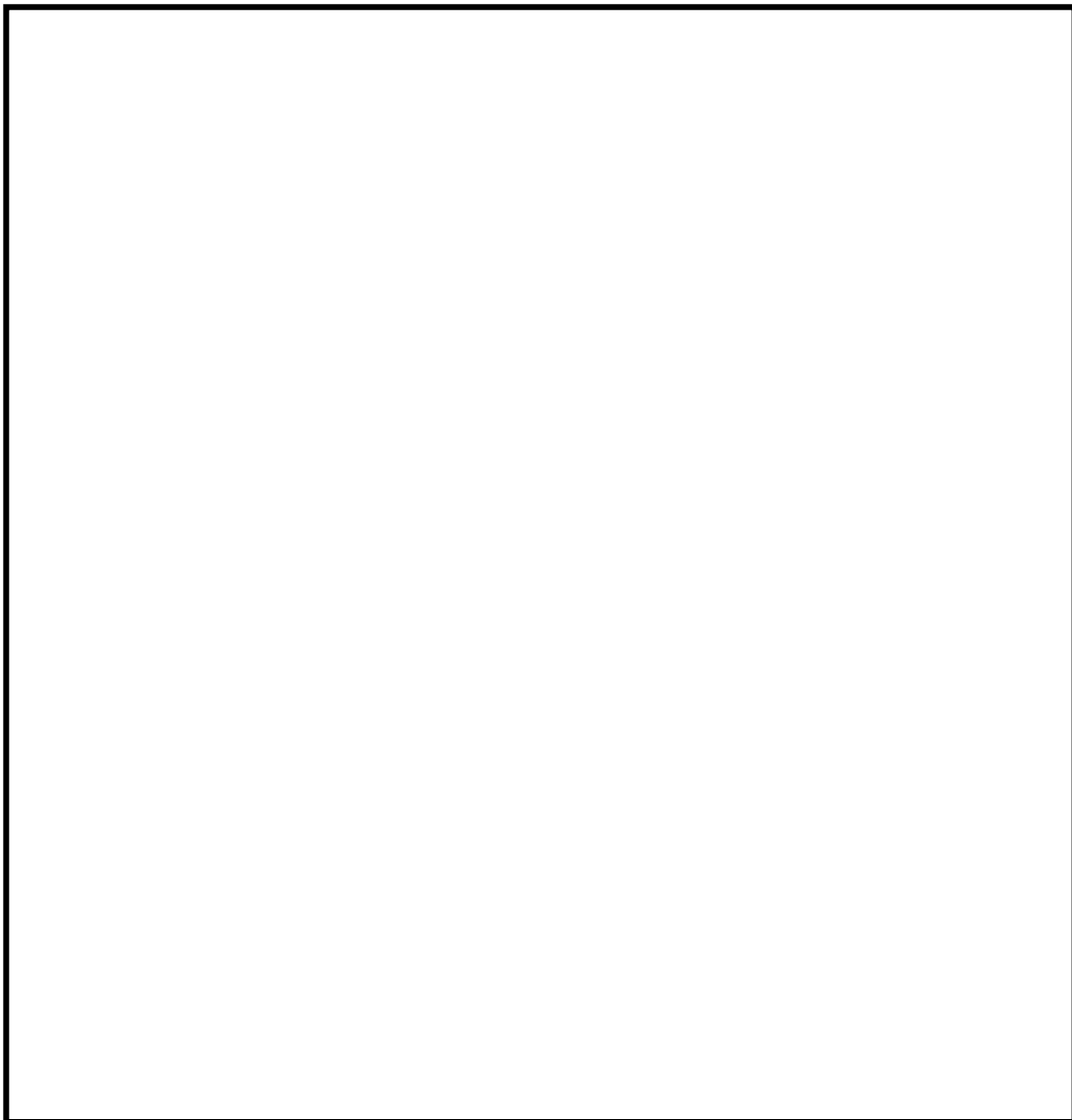
The Problem Identification is a brief description of the problem to be addressed with subgrant funds. Be sure to address the following items:

1. Problem Description - What is the problem to which your project is responding? Define the problem as it relates to the program area for which you are seeking funding.
2. Problem Significance - Why is this problem significant to the subgrantee? Identify who is affected by the problem including the specific types of individuals who contribute to and/or who are negatively affected by the problem.
3. Needs Assessment - Identify the current scope of the problem. Support your problem statement(s) with factual information. Use both quantitative and descriptive data that relates to your specific geographic area(s) and problem. If this is a continuation of a pre-existing subgrant, please provide a brief summary of project accomplishments.

Project Summary/Scope of Work (7,000-character limit)

The Project Summary is a brief description of how the proposed project will focus on the problem. Be sure to address any of the following items that are relevant to your project:

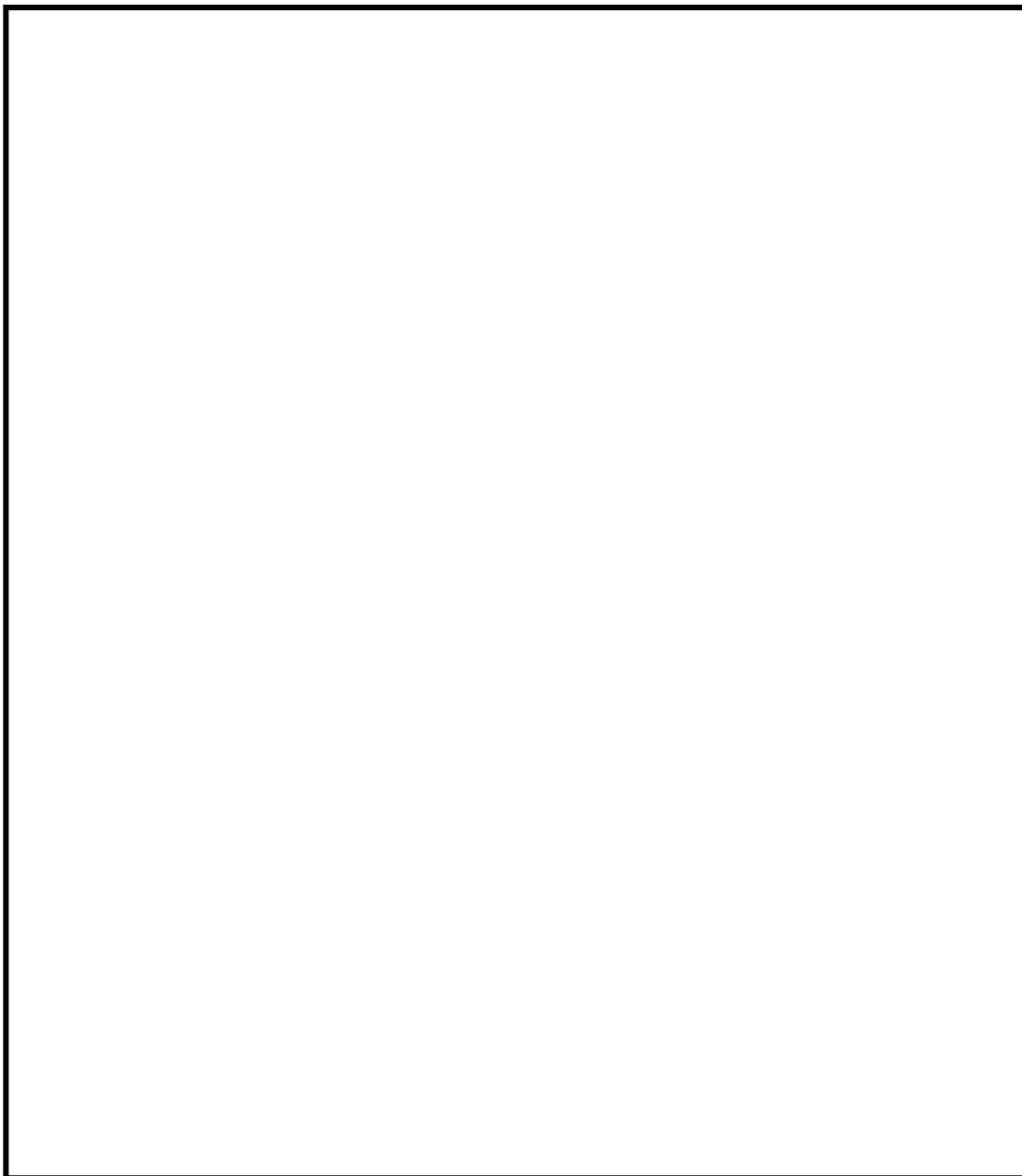
- What will your project accomplish?
- Who will receive services? (Participants must be involved with the criminal justice system.)
- Who will provide services?
- What other agencies will participate? For a multi-jurisdictional task force, provide a copy of the task force agreement. The agreement must address how assets will be divided if the task force is disbanded.
- If your project includes significant equipment purchases, describe the equipment to be purchased and how it will be used in project operations.
- State what documentation will be provided to document variables.
- Do NOT use brand or model names and do NOT include quantities or dollar amounts.
- Give a general description of costs to be covered by grant funds.



Performance Measures and Goals (500-character limit)

Projects funded by the JAG program are required to report progress on meeting accomplishments according to performance measures set by the U.S. Department of Justice. Agencies will be required to report on meeting outcomes and goals on a quarterly basis, and the specific details of the report will vary according to the program being funded. The USDOJ has revised the performance measures for projects that will begin after October 1, 2019, and agencies selected for funding will receive additional training in those requirements after acceptance of the application by FDLE. For the purpose of this application, please provide answers to the following:

Please briefly describe what your program's accomplishments will be. Also, include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions.

A large, empty rectangular box with a black border, intended for the user to provide their response to the prompt above. It occupies the majority of the page area below the instructions.

Section III- Budget Narrative

Budget Narrative

Provide a descriptive narrative of the specific project expenses related to your application. Enter the specific type of items to be purchased and the associated costs. Provide sufficient detail to demonstrate a relationship to the scope outlined in "Section 2- General Project Information". Identify any equipment or supplies to be purchased by a general name description; do not use brand or model numbers in your narrative.

The Budget Narrative should include budget category; description of items or services purchased for each budget category; unit cost per item; total costs; source and availability of leverage funds.

The Budget Narrative must reflect all costs associated with the project, including grant funded and leverage funds and the total project cost must be provided. If the total project cost will exceed the available grant funding, include a statement that all costs in excess of the approved grant budget will be the responsibility by the agency.

Project Budget

Fill in the following table with totals by expense category:

Budget Category	<i>Grant</i>	<i>Leverage</i>	<i>Total</i>
Salaries and Benefits*			
Contractual Services			
Expenses*	\$		\$
Operating Capital Outlay*			
Indirect Costs**			
Totals	\$		\$

**Not applicable for non-profit organizations*

***Indirect costs are not assignable to a particular project and are only an allowable expense if applicant has a current indirect cost plan approved by the U.S. Department of Justice.*

Budget Section Questions: Provide responses to the following questions:

1. Will this project earn project generated income (PGI)? Yes ☐ No ☐
2. If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?
3. If benefits are to be included, are they reflected in the budget narrative?
4. If indirect cost is included in the budget, indicate the basis for the plan, and provide documentation of the appropriate approval of this plan.
5. If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

ITEM 8.A

UCF Small Business Development Center Annual Report and Services Agreement

Request

UCF Florida Small Business Development Center (SBDC) Presentation and request to continue agreement for FY 2023-24.

Explanation

The City of Kissimmee has a partnership with the UCF Florida Small Business Development Center (SBDC) via the Osceola Chamber of Commerce, which houses the organization. The SBDC provides entrepreneurs with technical support to create, operate and advise small businesses. The SBDC serves a central role in getting small businesses launched in the City of Kissimmee, Florida. The site manager of the Kissimmee SBDC will provide the Commission with a year-end update.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110603 503434		Decrease	\$30,000	\$30,000

Financial Summary:

Pending Commission approval of the FY 2023-24 budget, funding for this program has been allocated in the Economic Development Department's "Other Contract Services" account in the amount of \$30,000.

Recommendation

Approval to continue funding the SBDC in the amount of \$30,000 and authorize the City Manager to update and execute the annual services agreement with the SBDC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Arthur Tomerlin

Attachment(s):

1. KOC Center Yearly Performance 2022-23



Helping Businesses Grow & Succeed

FSBDC at UCF – Osceola County Annual Update 2022-23

State Designated as Florida's Principal Provider
of Business Assistance [§ 288.001, Fla. Stat.]



About Us



Hosted by



UNIVERSITY OF
CENTRAL FLORIDA



U.S. Small Business
Administration

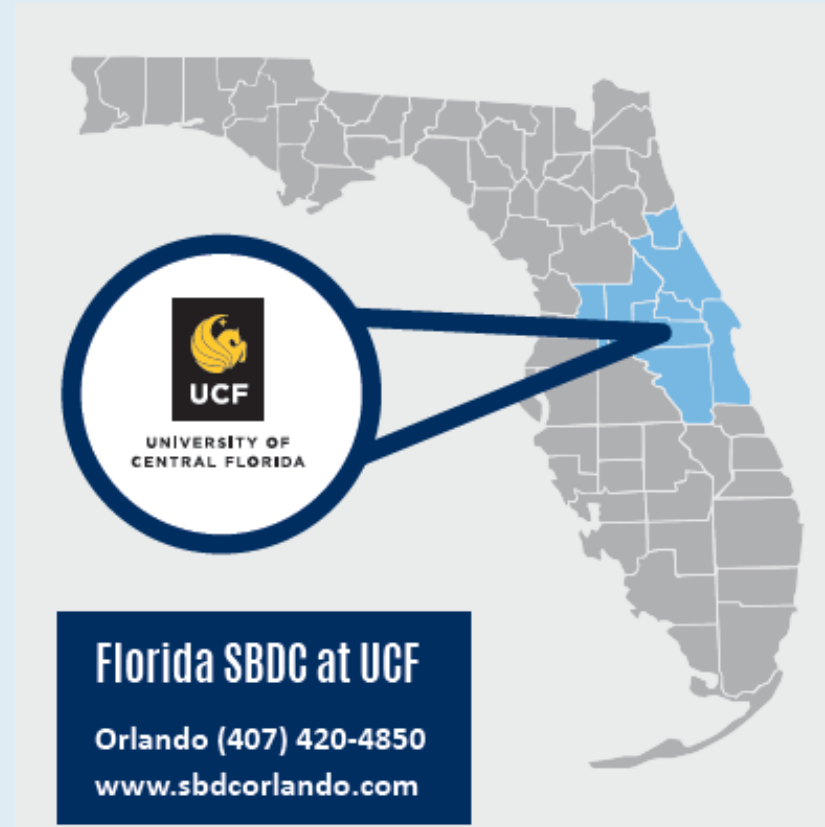


OSCEOLA
COUNTY



- Member of Florida SBDC Network
- Established in 1976
- Nationally Accredited
- Funded in part by the U.S. SBA, State of Florida, Osceola County/City of Kissimmee
- Hosted by the University of Central Florida

Helping Businesses Grow & Succeed



Our Services

Business Consulting | One-On-One / Hybrid*

Consulting, Seminars, and Networking

Business Data & Information

*** Unlimited at No Charge**

Helping Businesses Grow & Succeed

News Release



Florida SBDC at the University of Central Florida

October 27, 2022

FOR IMMEDIATE RELEASE

Contact: Hal Thayer, Communications Director, FSBDC at UCF, 407.420.4850 or hthayer@ucf.edu

Florida SBDC at UCF Announces 2022 Small Business Excellence Awards Nominees

*Outstanding Central Florida Small Businesses Recognized for
Exceptional Performance and Growth*

Kissimmee Granite and Marble, Inc. Kissimmee Produce, Inc.

New Client Experience...



Helping Businesses Grow & Succeed

INFORMATION SESSION: HOW TO START YOUR BUSINESS...

State Designated as Florida's Principal Provider
of Business Assistance [§ 288.001, Fla. Stat.]



Helping Businesses:

Access to Capital

FOR A SMALL
BUSINESS

FSBDC at UCF – Osceola County



Helping Businesses Grow & Succeed

#SBDC DAY...





Florida SBDC at UCF - Osceola County Business Seminars

Helping Businesses Grow & Succeed

Credit Reporting & Financial Management

Speaker(s): Naomi Norris & Alicia Hermosa | TRUIST
Lonnie Koyama | U.S. Small Business Administration (SBA)

Join us at this workshop and learn about business credit reports & financial management to improve your understanding of underwriting, credit decisions/analysis and financing options to start or grow your business. Equally important, the workshop will share important steps and best practices to building a better financial future for your business and how to approach your lender for financing.

When: Thursday, August 31th, 2023 from 2:00pm to 5:00pm

Where: The Osceola Chamber
1425 E. Vine Street Kissimmee, FL 34744

Telephone: 407-847-2452

Cost: No Cost

Online Registration: <https://bit.ly/47kJRMw>



Credit Reporting & Financial Management

No Cost Seminar

Register Today

When:
Thursday, August 31
2:00 pm – 5:00 pm

Where:
The Osceola Chamber
1425 E. Vine Street
Kissimmee, FL 34744



August 2023

Parents Note: We ask you please not to bring children to the workshops or Information sessions who can be a distraction to others. Your cooperation can help us serve you more effectively.



Florida SBDC at UCF - Osceola County
1425 East Vine Street
Kissimmee, FL 34744
407.847.2452
www.sbdcorlando.com/osceolacounty



State Designated as Florida's Principal Provider of Business Assistance [288.001, Fla. Stat.]

Dates and times are subject to change

The FSBD at UCF - Osceola County is a member of the Florida SBDC Network, a statewide partnership program nationally accredited by the Association of America's SBDCs and funded in part by the U.S. Small Business Administration, Department of Defense, State of Florida and other private and public partners, with the University of West Florida serving as the network's lead host institution. Florida SBDC services are extended to the public on a nondiscriminatory basis. Language assistance services are available for limited English proficient individuals. Reasonable accommodations for persons with disabilities and/or limited English proficiency will be made if requested at least two weeks in advance. To request accommodation or language assistance, please contact the FSBD at 407.847.2452.



Helping Businesses Grow & Succeed

River Street Sweets - Savannah's Candy Kitchen



LUCIA LUBBOCK

"Doing business during COVID was challenging. With the help of the FSBDC and Elly Membreno, it was easier. Now the business is getting better. Our numbers are up; revenues are higher by about 35%. We have a strong team. It looks like good times for us ahead."

Starting a small business in a new state can be daunting, even if it that business is one of the fastest growing franchise opportunities in the country. Although you can expect support from the franchise company, the franchisor is not always the best choice when grappling with the many challenges associated with opening a new business in a new market – challenges like local permitting, employee recruitment and more. When Lucia and Keith Lubbock, owners of River Street Sweets – Savannah's Candy Kitchen Orlando, were starting their business and facing all those questions, Lucia turned to the Florida Small Business Development Center at the University of Central Florida's (FSBDC at UCF) Kissimmee office for assistance.

River Street Sweets – Savannah's Candy Kitchen is one of America's finest and most renowned candy brands, a southern tradition from the heart of Savannah, Georgia. Featuring its World Famous Pralines®, saltwater taffy, hand stretched peanut brittle, homemade pecan pies and made-from scratch southern delicacies, the folks at River Street Sweets – Savannah's Candy Kitchen proudly say they are "in the business of enriching the lives of our Guests by providing fresh, handmade Southern candies served with good, old-fashioned hospitality in a clean, fun environment." It's no wonder they were ranked the #2 Top Candy Franchise by Entrepreneur Magazine in 2021.

"What make us unique and special is that we make everything here, inhouse," says Lucia Lubbock. "Every single treat that we can make and have here for sale is made with a lot of love and that makes a big difference." Contributing to River Street Sweets – Savannah's Candy Kitchen's family atmosphere is the shop's location: the Promenade at Sunset Walk inside the Margaritaville Resort Orlando, one of Central Florida's newest and most exciting resort destinations.

"When we first moved to Florida, we wanted to start a business," recalls Lubbock, "and I found the FSBDC. I went there for a seminar that I found very helpful. After the seminar, I found my FSBDC consultant Elly Membreno and since then they have been helping me with everything. It was about the time of the COVID shut down and she kept on helping me via ZOOM. She guided us with the local permits, with the Paycheck Protection Program or any other questions I had about my business and how to start it."

"Doing business during COVID was challenging," Lucia Lubbock says today. "With the help of the FSBDC and Elly Membreno, it was easier. Now the business is getting better. Our numbers are up; revenues are higher by about 35%. We have a strong team. It looks like good times for us ahead."

"My experience with the FSBDC and with Elly Membreno, it has been great," concluded Lubbock. "For any entrepreneur or small business owner, I would definitely suggest they go to the FSBDC because they are very helpful. Sometimes you don't know where to start but they will guide you. Even for me as a franchisee, I know the franchisor can help us with a lot of things but, with local issues and other things, the FSBDC knows the way."

For information about River Street Sweets – Savannah's Candy Kitchen, please visit <https://www.ilovepralines.com/>

It's A Dog's World



ZORAYMA BARNARD

"I've seen great business results since I've been working with the FSBDC. Since we started working with them, we were able to purchase the land we are on and the tiny home that we're sitting in right now. We were able to open in July 2022 and already have repeat, loyal customers and a lot of happy doggie parents. We have achieved great success because we're a place where dogs are always welcome and always loved."

For many entrepreneurs, a great idea for a new business may not be enough. Finding guidance, expertise, and support is often essential to get the business off the ground and started successfully. When Zorayma Barnard decided to launch her new business – It's A Dog's World – with support from husband Andrew, she turned to the Florida Small Business Development Center at the University of Central Florida (FSBDC at UCF) and its office in Kissimmee at the Osceola Chamber of Commerce for that assistance.

It's a Dog's World's Zorayma Barnard and FSBDC at UCF – Osceola County's Rafael Pratts

It's a Dog's World is a family-owned, family-run business dedicated – as they like to say – 'to inspiring joy for doggies and their parents' by creating safe, enriching experiences for those doggies. "What makes It's a Dog's World unique," says Zorayma, "is that we provide exclusive field trips, play dates, adventures, and overnight stays for dogs in the south Orlando area. We will pick up your baby at your home and bring them to our new, private and over two-acre playland where they can run and splash and play."

When they are tucked out, says Barnard, there is an air-conditioned tiny home 'doggie house' for their R&R. And then the opportunity for more play. "At the end of the day, we bring them home happy, exercised and tired," says Barnard. "It's great for the busy pet parent who doesn't always have the time to get to the dog park but loves their pet and wants to provide an awesome experience for them."

When It's a Dog's World was still just an idea, Barnard applied her vision, sense of purpose, laser focus, and boundless determination to finding guidance with starting her business. "The reason I got involved with the Florida SBDC is because I saw there were no-cost consulting resources, webinars and all kinds of great tools available for entrepreneurs," she says today. "I knew I needed support; I needed advice; I needed direction. When I saw the FSBDC had a local office, I reached out and it's been a great partnership ever since."

"My experience working with the FSBDC has been awesome, and fun," Barnard continued. "My consultant Rafael Pratts brings a lot of great insight and thoughtfulness to our conversations. He provides me resources. He dares me to think outside the box. He's just very innovative and it challenges me to be thoughtful and creative too."

"I've seen great business results since I've been working with the FSBDC," Barnard says today. "Since we started working with them, we were able to purchase the land we are on and the tiny home that we're sitting in right now. We were able to open in July 2022 and already have repeat, loyal customers and a lot of happy doggie parents. We have achieved great success because we're a place where dogs are always welcome and always loved."

"I would definitely recommend that any entrepreneur, any future entrepreneur, anyone thinking about the possibilities in starting a new business to reach out to the FSBDC," Barnard concluded. "They are open and honest and genuine people who are teachers who provide a lot of help and support, and just want to help you grow your business."

For information about It's a Dog's World, please visit www.itsadogsworldpark.com.




theosceolachamber



BLACK BUSINESS COALITION ROUNDTABLE





GUEST SPEAKERS

CONGRESSMAN DARREN SOTO (FL-09)
EXECUTIVE DIRECTOR ALEXIS K. HOLMES
 (VIA ZOOM)
 U.S. DEPT OF EDUCATION
 (White House Initiative on Advancing Educational Equity, Excellence and Economic Opportunity for Black Americans)

RAFAEL E. M. PRATTS, EDP, CGBP
 Business Consultant, SBDC at UCF Office of Partnership & Innovation

DISCUSSION TOPICS

- FEDERAL FUNDING/GRANT OPPORTUNITIES
- SOCIAL AND ECONOMIC OPPORTUNITY FOR BLACK BUSINESSES
- ECONOMIC OPPORTUNITIES AND EDUCATION FOR SMALL BUSINESS


AUGUST 2, 2023
3:00 PM - 4:30 PM


THE OSCEOLA CHAMBER
 1425 EAST VINE STREET
 KISSIMMEE, FL 34744


bit.ly/BBCAugustRoundtable



White House Black Americans Roundtable

FSBDC at UCF – Osceola County

Impact

Services Provided	Fiscal Year (FY) 22-23 October - September
Businesses Served	243
Consulting Hours	1,035
Number of Sessions	492
Training Events (Seminar/Webinar) Hosted by Florida SBDC at UCF	79
Number of Attendees	2,001
New Business Created	24
Capital Formation	\$5,415,725
Sales Increase	\$2,503,338
Government Contracts	\$6,617,049



Member's Manual



Helping Businesses Grow & Succeed



TAKE A SEAT
AT THE TABLE



"The CEO XChange has been great! You think you are out there alone, that your problems are uniquely yours. Then you sit down with other business owners at the CEO XChange who have had the same issues and you get ideas, solutions and support. It's a confidence builder!"

—Craig Caswell
President,
Common Sense Office Furniture

FOR MORE INFORMATION CONTACT:

Rafael E. M. Pratt, Program Manager
Florida SBDC at UCF - Osceola County
1425 E. Vine Street
Kissimmee, FL 34744
407.847.2452
rpratt@ucf.edu



Hosted by
UNIVERSITY OF
CENTRAL FLORIDA

GROWTH XChange

Peer-to-peer learning for top executives and
business owners of growing businesses

Connecting Executives...

Designed specifically for second-stage companies, GROWTH XChange is an executive roundtable program serving progressive top executives and business owners that offers a confidential setting to discuss vital business issues, opportunities and trends with a group of peers.

Cultivating Leaders...

GROWTH XChange presents top executives and business owners with the opportunity to broaden their business perspective and gain new knowledge by engaging in collaborative thinking and problem-solving – giving them the ability to more effectively lead their companies.

How It Works

A group of more than 12 top executives and business owners from non-competing businesses are selected to form a group. Under the guidance of a trained facilitator, the group meets for two and a half hours at breakfast, at least ten times per calendar year. Qualifications for the program include:

- ★ Must be the owner or top-level executive of the company.
- ★ Company has generated \$250,000 to \$1 million in annual sales revenue.
- ★ Minimum of three years operating experience.
- ★ Company has a goal of growth.
- ★ Willingness to consistently attend and participate in the program for one year.
- ★ Willingness to maintain confidentiality.
- ★ Willingness to listen, learn and network.

The Florida SBDC at UCF is a member of the Florida SBDC Network, a statewide partnership program nationally accredited by the Association of America's SBDCs and funded in part by the U.S. Small Business Administration, Department of Defense, State of Florida and other private and public partners, with the University of West Florida serving as the network's lead host institution. Florida SBDC services are extended to the public on a nondiscriminatory basis. Language assistance services are available for limited English proficient individuals.

State Designated as Florida's Principal Provider
of Business Assistance (208.001, Fla. Stat.)

Helping Businesses
Grow & Succeed



Helping Businesses Grow & Succeed

Q & A

Thank You for Your Continued Support!



ITEM 8.B

Prospera Annual Report and Services Agreement

Request

Prospera annual report presentation and request to continue agreement for FY 2023-24.

Explanation

The City of Kissimmee has a partnership with Prospera to advance Hispanic business in our City. Prospera offers business education, consulting, minority certification, technical help and access to capital. Prospera is focused on helping Hispanic businesses, and will tailor services according to individual needs. Prospera has experienced an increase in demand for its services and recommends a funding increase in order to grow capacity. Funding is proposed to increase to \$20,000 per year (current funding is \$10,000/year). Prospera serves a central role in getting Hispanic business kick-started with a customized suite of business development services. Prospera Leadership will provide the Commission with a year-end update and overview of their plan to enhance services in Kissimmee.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110603 503434		Decrease	\$20,000	\$20,000

Financial Summary:

Pending Commission approval of the FY 2023-24 budget, funding for this program has been allocated in the Economic Development Department's "Other Contract Services" account in the amount of \$20,000.

Recommendation

Approval to continue funding Prospera at the new amount of \$20,000 and authorize the City Manager to update and execute the annual services agreement with Prospera.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Arthur Tomerlin

Attachment(s):

1. Prospera Central Florida - Kissimmee update August 2023

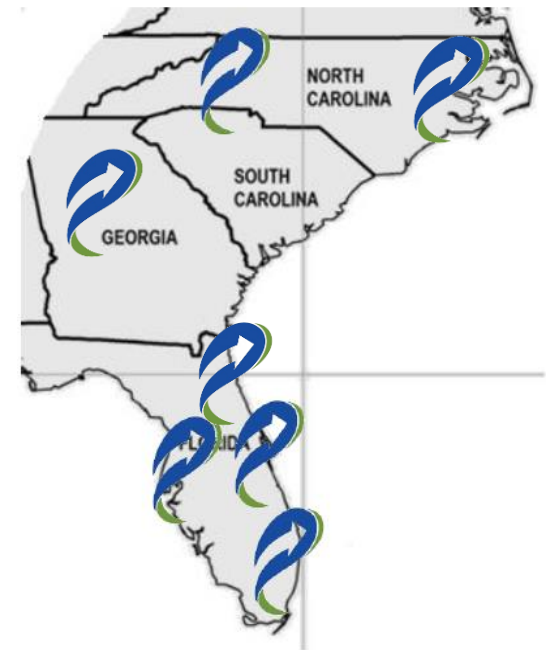
City of Kissimmee



Empowering Hispanic entrepreneurs since 1991

What is Prospera?

- ▶ One of the nation's **leading nonprofit**, economic development organizations specialized in **bilingual assistance to help Hispanic-owned businesses grow and prosper**.
- ▶ A **unique and versatile business model to empower new and established Hispanic entrepreneurs** with expertise and resources, created by a Hispanic entrepreneur who understood common paradigms and barriers to success among both U.S. and foreign-born Hispanics.
- ▶ **Main offices: Florida's** Central, South and West Coast regions; Charlotte and Raleigh, **North Carolina**; and Atlanta, **Georgia**.





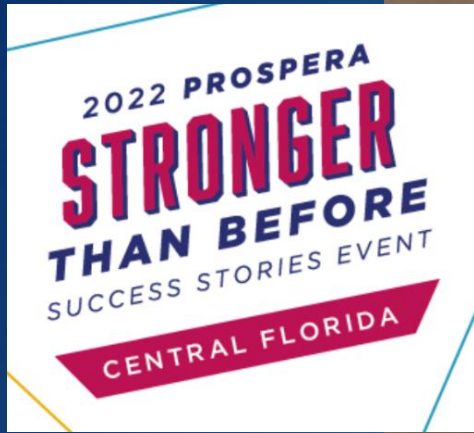
Prospera's mission is to help start, sustain,
and grow **Hispanic-owned businesses** to
achieve **community prosperity**.



Kissimmee Updates:

- ▶ Office at the Kissimmee/Osceola County Chamber of Commerce
- ▶ Offering in-person and virtual consulting
- ▶ Participated in Commissioner Olga Castaño's initiatives and business roundtables
- ▶ Recognized two City of Kissimmee small businesses during our annual Success Stories event





TastyLEMON

Acai Bowl & Juice Bar

- Established in 2016
- Plaza del Sol mall, Kissimmee
- Prospera assisted them with:
 - Education
 - Business Consulting
 - Business Plan
 - Corporate Branding
 - Marketing Plan



HOPE

BEHAVIORAL HEALTH

- Established in 2016
- 241 Ruby Ave, Kissimmee
- Prospera assisted them with:
 - Business Consulting
 - Education
 - QuickBooks training
 - Corporate Branding
 - Marketing Plan



Central Florida Annual Funders





Thank you for supporting our mission

prosperausa.org



ProsperaUSA

ITEM 8.C

Commission Review and Approval of Legislative Priorities for 2024

Request

Commission review and approval of the 2024 Proposed Legislative Priorities.

Explanation

Each year, the City establishes legislative priorities featuring requests to be considered for funding and/or legislative support at the state and federal level. These priorities will serve as the work program for our lobbying teams hired for the upcoming 2024 Legislative Session and are based on the City's Strategic Plan and Commission Goals. The following list includes the proposed priorities:

STATE LEGISLATIVE FUNDING REQUESTS:

Stormwater and Flood Mitigation Projects - Lindell Avenue and Bermuda Estates Neighborhood
Hill Street Sidewalk Improvements
Kissimmee Gateway Airport South Business Park Utility Improvements
Intersection Safety Improvements for Thacker and Flora

STATE LEGISLATIVE SUPPORT REQUESTS:

Cyber Security Grants to Local Governments
FDOT Aviation Funding
Emergency Medical Services – Controlled Substances
ALS Non-Transport Service Reimbursement
Funding for Workforce Development and Recruitment

FEDERAL CONGRESSIONAL SUPPORT/FUNDING:

Kissimmee Gateway Airport Tower
North Lake Toho Water Quality Improvements

A more detailed explanation of each of the proposed Legislative Priorities will be provided to the Commission prior to the meeting. This is a working document that may be amended as priorities are determined and finalized.

Recommendation

Commission review and approval

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 8.D

Advisory Board Vacancy: Parks and Recreation Advisory Board

Request

The Commission is requested to make an appointment to fill a vacancy due to the death of a member of the Parks and Recreation Advisory Board.

Explanation

In July 2023, the City was notified of the passing of Board Member Guillermo Hansen, leaving a vacancy on the Parks and Recreation Advisory Board. The remaining term for that vacancy will expire on May 31, 2025; Seat # 5 will be assigned to the vacancy.

The Commission will have 30-days to make the appointment or an extension will be necessary. If no extension is requested, the appointment will automatically rollover to the next Commissioner in the rotation.

Commissioner Rotation:	Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat # 5: Mayor Gonzalez <i>*Two applications on file</i>	09/12/2023	Parks & Recreation Advisory Board	05/31/2025	Member must be a City Resident.

Recommendation

Staff recommends the Commission make an appointment to fill the open vacancy on the Parks and Recreation Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Linda McCoy Application - PARAB
2. Carlynn Rothey Application - PARAB

Linda L. McCoy 2403 W. Orange Blvd. Kissimmee, Florida 34741
407 / 535 / 1338 llmccoy731@ gmail.com

SUMMARY:

I have had 45 years of hands on work experience I multiple positions in central Florida. I believe you're never too old, it's never too late to experience new challenges. You never stop learning and growing. I'm so excited to begin this part of my life's journey. My work ethic is to execute with excellence. My main priority is to deliver the best customer service possible with great results.

SKILLS:

Team Leadership is leading by example and knowing it takes a "TEAM" to bring about success.

Strong verbal communication includes listening with your head and your heart, saying the right words and being very careful to display the proper body language.

EDUCATION:

Austintown Fitch High School, took Creation Therapy Phycology through Heartland, Sarasota Academy Christian Counseling. Adult Education after being a wife, mother and a grandmother, completed my GED at 60 years old, excelling in writing and public speaking.

WORK HISTORY:

20 years Walgreens, applied my customer service skills to each position held.

Managed Fun in the Sun Fashions, retail clothing, handled buying, scheduling 5 employees, all aspects of the store.

Managed Dandee Bread Store. Ordered, banking sales outreach.

Managed Pizza Hut Old Town, Front of the House. Delegating all duties.

Thank you for your consideration,

Linda Lou McCoy

City of Kissimmee Advisory Board Member Application

Name *

Linda

First

McCoy

Last

Address *

2403 Orange Blvd..

Street Address

Kissimmee,

City

Florida

State/Region/Province

34741

Postal / Zip Code

United States

Country

Phone *

4075351338

Alternate Phone

4075358557

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email *

llmccoy731@sgmail.com

Name of Employer *

Walgreens

Employer City *

Kissimmee

Business Phone

4078475252

Please select an alternate advisory board you wish to serve on. *

Parks & Recreation Advisory Board

Please select the primary advisory board you wish to serve on. *

Historic Preservation Board

City of Kissimmee Advisory Board Member Application

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident.

Do you own or operate a business in the City of Kissimmee? *

- ☒ No, I do not own or operate a business in Kissimmee.
- ☐ Yes, I own or operate a business in Kissimmee.

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

served on the PLANNING ADVISORY BOARD FOR 4 YEARS

Do you have any special skills or certifications?

A resident of Kissimmee since 1962, lived and ran business' in city limits since arriving. Aheart for the betterment of the city. communication skills

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Are you a member of any of the following minority groups? *

- ☒ None of the above
- ☐ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.

Are you physically disabled?

- ☒ No, I am not physically disabled.
- ☐ Yes, I am physically disabled.

Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.

Please attach your resume or proof of qualification and/or licenses.



Capture.PNG

Carlynn Rothery

Objective

Customer Service Agent Silver Airways LLC

Career Experience

2019 - 2020

Advent Health Hospital Celebration

Celebration, Florida

Care Navigator

- **Scheduling**
- **Coordination with Hospitalists, Nursing and Case Management**
- **Prioritization of patient scheduling based on discharge.**
- **Patient schedule processing through Athena.net, Cerner, and doctor network to assist in out-patient care coordination for patients discharged home, with home health or to Assisted Living Facilities**

2014 - Present Real Estate Sales Associate

Florida, USA

2010 – 2013

Eurofighter GmbH

Hallbergmoos, Germany

Executive Assistant

- **Program Assistant to the T3,VP**
- **HR Coordination**
- **Correspondence**
- **Presentation Preparation**
- **Event Management**
- **Team, Time and Travel Coordination**

2008 - 2010

NBC Universal

Munich,Germany

Executive Assistant

- **Assistant to CEO and Management Team**
- **HR Coordination**
- **Correspondence**
- **PresentationPreparation**
- **Event Management**
- **Travel Coordination**
- **Time Management**

2007 - 2008 Zeitfuchs Zeitarbeit

Munich,Germany

Administrative Assistant

- **ProSiebenSat.1MediaAG**
- **InterTriumph Marketing**

Carlynn Rothery

2005 - 2007 Webasto AG

Stockdorf, Germany

CFO Assistant

- Correspondence
- Quarterly Planning
- HR Planning Corporate
- Presentation Preparation
- Event Management
- Travel Coordination
- Time Management

2003 - 2005 BMW Group

Munich, Germany

Team Assistant Market Trend Research Department

- Event Management
- Presentation Preparation
- Travel Coordination
- Time Management

**1990 - 2003 International Runway and Photo Model
Ford Modelling Agency**

Education

1993 - 1996

**Ludwig Maximillians Universitaet
Munich, Germany**

1987 - 1989

**University of Rhode Island
S.Kingston, RI USA**

1987

Barrington High School

City of Kissimmee Advisory Board Member Application

Name *

Carlynn

First

Rothey

Last

Address *

125 Country Creek Lane

Street Address

Kissimmee

City

FL

State/Region/Province

34746

Postal / Zip Code

United States

Country

Phone *

4072887904

Email *

carlynn@mail.com

Name of Employer *

The Southrn Group of Florida Inc

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I live in the City of Kissimmee
- ☐ No, I do not live in the City of Kissimmee

Do you own/operate a business in the City of Kissimmee? *

- ☒ Yes, I own/operate a business in the City of Kissimmee
- ☐ No, I do not own/operate a business in the City of Kissimmee

Legal Name of Business Owned by Applicant *

Your Homr Orlando Realtor

City of Kissimmee Advisory Board Member Application

Address of Business Owned by Applicant *

125 Country Creek Lane

Street Address

Address Line 2

Kissimmee

City

FL

State/Region/Province

34746

Postal / Zip Code

Please select all advisory boards you wish to serve on: *

- ☒ Board of Adjustment
- ☒ Citizens' Police Review Advisory Board
- ☒ Historic Preservation Advisory Board
- ☒ Kissimmee Charter Academy Board
- ☒ Parks & Recreation Advisory Board
- ☒ Pension Board - Fire
- ☒ Pension Board - General Employee
- ☒ Pension Board - Police
- ☒ Planning Advisory Board

Please select your highest level of education you have obtained. *

Some College

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Amnesty International active member, Harbor House Grants Assistant 2013-2015, Give Kids The World active member

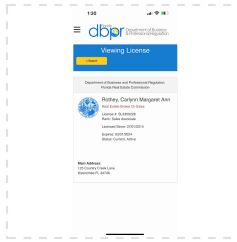
Do you have any special skills or certifications?

Languages Spanish, German and English, Licensed Realtor

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

City of Kissimmee Advisory Board Member Application

Please attach your resume or proof of qualification and/or licenses.



Screenshot_2023-04-28_at_1.30.19_PM.png



Formal_Resume_2021.pdf

What do you consider to be the role of a school in your child's overall development? *

I do not have children

What do you consider to be the positive features a charter school has that other public schools do not? *

They offer opportunities for education where there formerly were none

What do you consider to be negative aspects a charter school has that other public schools do not? *

I do not think there are negative aspects

Describe aspects of current public schools you would like changed? Please be specific and explain how they should be changed. *

Schools need to be a place where children have opportunities to prepare themselves for the chances they want in life.

What is your philosophy regarding establishment of a standard of dress for students? *

Children should be accustomed to proper presentation in formal and casual environments.

Please explain your philosophy regarding student discipline. *

Structure and discipline vary by student and age group. Children need to understand there are baseline etiquette that are required in society so that respect is shown to everyone equally.

City of Kissimmee Advisory Board Member Application

Are you interested in your child attending the Kissimmee Charter School? If so, please explain why.*

I do not have children

Collection of Demographic Information

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics for some types of advisory boards.

Are you a member of any of the following minority groups? *

- ☐ Hispanic
- ☒ White, non-hispanic
- ☐ Black or African American
- ☐ American Indian or Alaska Native, non-hispanic
- ☐ Asian
- ☐ Native Hawaiian or other Pacific Islander

What is your gender? *

- ☐ Man
- ☒ Woman

Are you physically disabled? *

- ☐ Yes, I am physically disabled
- ☒ No, I am not physically disabled

Certification & Requirements Acknowledgement

By filling this application with the City of Kissimmee and placing my signature below,
I do hereby acknowledge the following:

City of Kissimmee Advisory Board Member Application

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests (Form 1) for the Board of Adjustment, any Pension Board, and the Planning Advisory Board upon the appointment to such board. <http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with Florida Sunshine Law and the Code of Ethics for Public Officials. More information about compliance can be found in the [online Guide to Sunshine Amendment and Code of Ethics](#).
5. I understand the responsibilities associated with being a board/committee member, and will have adequate time to serve on this board/committee.

Signature

By typing your name below you attest that the information provided on this form is true and correct, and consent is hereby given to the City Commission or its designated representative to verify and and/or all information provided.

Carlynn Rothey