



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 5, 2024 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing in of new Firefighters

3.B Proclamation - March for Meals and Senior Nutrition Month

3.C Proclamation - Florida Climate Week

3.D Proclamation - Flood Awareness Week

3.E Employee of the Month for March

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Final Reading - Proposed Ordinance #24-02 - Amending the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Industrial Business (IN): 2804-2814 Patrick St. - LUPA-23-0006

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 - Final Reading - Proposed Ordinance #24-03 - Amending the Zoning Map designation from Agriculture and Conservation (AC) to Business Park (BP): 2804-2814 Patrick St. - ZMA-23-0009

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

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 February 20, 2024 meeting

7.B Veranda Palms, Phase 3 – Subdivision Final Acceptance

7.C Donation of bicycles from Waste Management, Inc. for participants of after-school programs

7.D Resolution authorizing an Interlocal Agreement for the Capital Project Finance Authority to issue an Educational Facilities Revenue Bond for the Kissimmee Charter Academy

7.E Public Works Operations Complex Study

7.F Justice Assistance Grant Award

7.G Climate Pollution Reduction Grant (CPRG) Letter of Intent

8. DISCUSSION ITEMS

8.A Request by Fernando Homs to waive fees for the seventh submittal of a Site Construction Plan for an Office Conversion at 721 Mabbette Street

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 of new Firefighters

Request

Staff requests that our 16 new employees be sworn in as City of Kissimmee Fire Department firefighters.

Explanation

The Fire Department has 16 new employees to be sworn in as firefighters. Fifteen of the firefighters were hired on January 20, 2024, and one was hired on February 17, 2024.

The Fire Department requests that these employees be sworn in front of the City Commission to reflect the professionalism and respect their jobs deserve. This will also allow the Commissioners an opportunity to meet the new firefighters that will be serving this city.

The Firefighters to be sworn in are:

Firefighter Garrett Davis
Firefighter Vicsama Decade
Firefighter Anthony Gonzalez
Firefighter Mason Harry
Firefighter Sterling Shippy
Firefighter Jean Charles
Firefighter Carl Augustave
Firefighter Neisha Rucci
Firefighter Eleanor McDaniel
Firefighter Darnell Burton
Firefighter Gaige Harris
Firefighter Brett Mazo
Firefighter Benjamin Dowzall
Firefighter Brandon Petersen
Firefighter Ryan Schaeffer
Firefighter John McKinney

Department: Fire
Presenter: James Walls

Attachment(s):

1. (S) New Hire Oaths of Office

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Garrett Davis, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Garrett Davis

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Vicsama Decade, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Vicsama Decade

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Anthony Gonzalez, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Anthony Gonzalez

A handwritten signature in blue ink, appearing to read 'J. Walls', is positioned below the printed name of the Fire Chief.

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Harry Mason, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Harry Mason

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Sterling Shippy, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Sterling Shippy

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Jean Charles, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Jean Charles

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Carl Augustave, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Carl Augustave

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Neisha Rucci, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Neisha Rucci

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Eleanor McDaniel, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Eleanor McDaniel

A handwritten signature in blue ink, which appears to read "J. Walls", is written over a horizontal line.

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Darnell Burton, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Darnell Burton

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Gaige Harris, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Gaige Harris

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Brett Mazo, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Brett Mazo

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Benjamin Dowzall, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Benjamin Dowzall

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Brandon Peterson, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Brandon Peterson

A handwritten signature in blue ink, appearing to read "Brandon Peterson", is written over a horizontal line.

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, Ryan Schaeffer, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Ryan Schaeffer

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



March 5, 2024

I, John McKinney, having been appointed to the position of Firefighter, 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; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

John McKinney

Attest (City Clerk)

Jim Walls, Fire Chief

ITEM 3.B**Proclamation - March for Meals and Senior Nutrition Month****Request**

To present a proclamation to Wendy Ford, CEO/President of the Council on Aging for March for Meals and Senior Nutrition Month.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- March for Meals and Senior Nutrition Month

Proclamation



MARCH FOR MEALS AND SENIOR NUTRITION MONTH

WHEREAS, the City of Kissimmee Commissioners makes every effort to recognize programs that make significant contributions to the quality of life for residents of the City of Kissimmee and Osceola County; and

WHEREAS, the Osceola Council on Aging and its senior nutrition programs serve those who are ill, frail, elderly, nutritionally at-risk or disabled; and

WHEREAS, by providing meals and other nutrition services, senior nutrition programs enable individuals to live independently in their homes and avoid premature institutionalization; and

WHEREAS, in 2023 the Osceola Council on Aging touched the lives of 296,000 residents in the City of Kissimmee and Osceola; and

WHEREAS, Meals on Wheels provides important daily social contact for homebound individuals; and

WHEREAS, Senior Dining Clubs provide not only a nutritious noon meal, but socialization; and

WHEREAS, one of the goals of senior nutrition programs is to ensure no senior goes to bed hungry; and

WHEREAS, senior nutrition programs are community-based and rely on the support of the community's resources, both human and financial, in order to achieve their goals; and

WHEREAS, the Osceola Council on Aging's Meals on Wheels program has operated in Osceola County for 53 years providing services to the frail and vulnerable residents of our community; and

WHEREAS, in 2023, the Osceola Council on Aging's Meals on Wheels program provided 190,632 meals annually for 1,125 clients in Osceola County and also provided 2.3 Million pounds of food to those in need; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim March 2024 as "**March for Meals and Senior Nutrition Month**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 5th day of March, 2024.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Proclamation - Florida Climate Week

Request

To present a proclamation to Alex Delgado, Editor-in-Chief and Ben DuPlantis, Office Manager of the VoLo Foundation, in honor of Florida Climate Week 2024.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Florida Climate Week

Proclamation



FLORIDA CLIMATE WEEK

WHEREAS, the Climate Change 2023: Synthesis Report listed a current temperature rise of 1.1°C leading to constant unnatural weather events bringing disarray to the planet and its inhabitants, and it reports an increase in weather-related disasters with every rise in temperature level; and

WHEREAS, Florida and its 825 miles of shoreline and low elevation points of ~100ft above sea level make the state highly susceptible to sea-level rise and other natural disasters related to climate change, and the high level of CO2 pollution also threatens to harm Florida's coral reefs and a variety of sea organisms; and

WHEREAS, Volo Foundation, along with other non-profit organizations, local, state, and federal partners, elected leaders, news media, volunteer and professional associations, is committed to educating Florida citizens and visitors about the climate crisis so they may take action to bring about positive, influential change to protect their families, businesses, and themselves; and

WHEREAS, the citizens of Florida are encouraged to become more aware of our changing climate and participate in the various programs during Florida Climate week that will present and discuss solutions by visiting Florida Climate Week; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim October 7-13, 2024 as "**Florida Climate Week**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 5th day of March, 2024.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D

Proclamation - Flood Awareness Week

Request

To present a Proclamation to Ashley Willis, Public Works Director and Nagel Altrui, Flood Plain Manager of the City of Kissimmee, in honor of Flood Awareness Week.

Explanation

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-Flood Awareness Week

Proclamation



FLOOD AWARENESS WEEK

WHEREAS, the City of Kissimmee has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding that has caused damage and flood losses to homes and buildings in all areas weather they are high-risk special flood hazard areas or low to moderate risk flood zones; and

WHEREAS, the City of Kissimmee is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, through active participation in the National Flood Insurance Program, the City of Kissimmee saves flood insurance policy holders just over \$34,590 per year; and

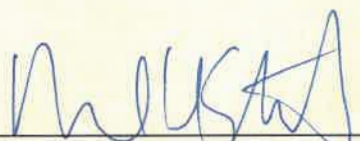
WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

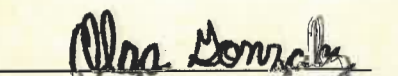
WHEREAS, residents may contact the City's Floodplain Manager at 407-518-2163 to find out what Flood Zone they are located in, if Flood Insurance is required, and how they can reduce their risk of damage from flooding; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), have declared the week of March 4-8, 2024 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim March 4-8, 2024 as "**Flood Awareness Week**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 5th day of March, 2024.


CITY MANAGER


MAYOR/COMMISSIONER



ITEM 3.E

Employee of the Month for March

Request

Request the City Commission to join the City Manager in recognizing Stacey Legel, Police Sergeant, as March's Employee of the Month.

Explanation

The City is pleased to honor Stacey Legel as the Employee of the Month for March. Stacey has been with the City for over 17 ½ years and currently serves as a Police Sergeant for the Kissimmee Police Department.

Throughout her career, Stacey demonstrated unwavering positivity, inspiring those within her squad to execute their duties with confidence and efficiency. Notably, she played a pivotal role in training multiple supervisors, contributing to the development and growth of leadership within the department. Additionally, Stacey is the current President of the Fraternal Order of Police (FOP). Under her leadership, strides are being made toward improving departmental operations and enhancing the quality of service provided to our citizens.

Overall, Stacey's dedication, positivity, and leadership have significantly impacted both her squad's performance and the department as a whole, setting a standard of excellence for all to follow. For this and more, the City would like to recognize Stacey Legel.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Final Reading - Proposed Ordinance #24-02 - Amending the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Industrial Business (IN): 2804-2814 Patrick St. - LUPA-23-0006

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 Single Family Low Density Residential (SF-LDR) to Industrial Business (IN) 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 property was assigned an industrial land use designation upon annexation to the City, but the prior owner initiated a change to single family uses as part of her effort to sell the property. The property was sold last year and the new owner wishes to pursue industrial uses given its proximity to the airport.

The Industrial Business (IN) Future Land Use designation is consistent with the surrounding land use designations and compatible with the proposed Business Park (BP) Zoning Map Amendment under ZMA-23-0009.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.4.3., Industrial Business (IN), that is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.
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.
4. Compliance with Land Development Code Section 14-4-4(M), Business Park (BP) Zoning District, that is compatible with the Industrial Business (IN) Future Land Use designation for manufacturing, warehousing, research, wholesale trade, and office uses.

Recommendation

City of Kissimmee

REQUESTED PLANNING ADVISORY BOARD ACTION:

Approve

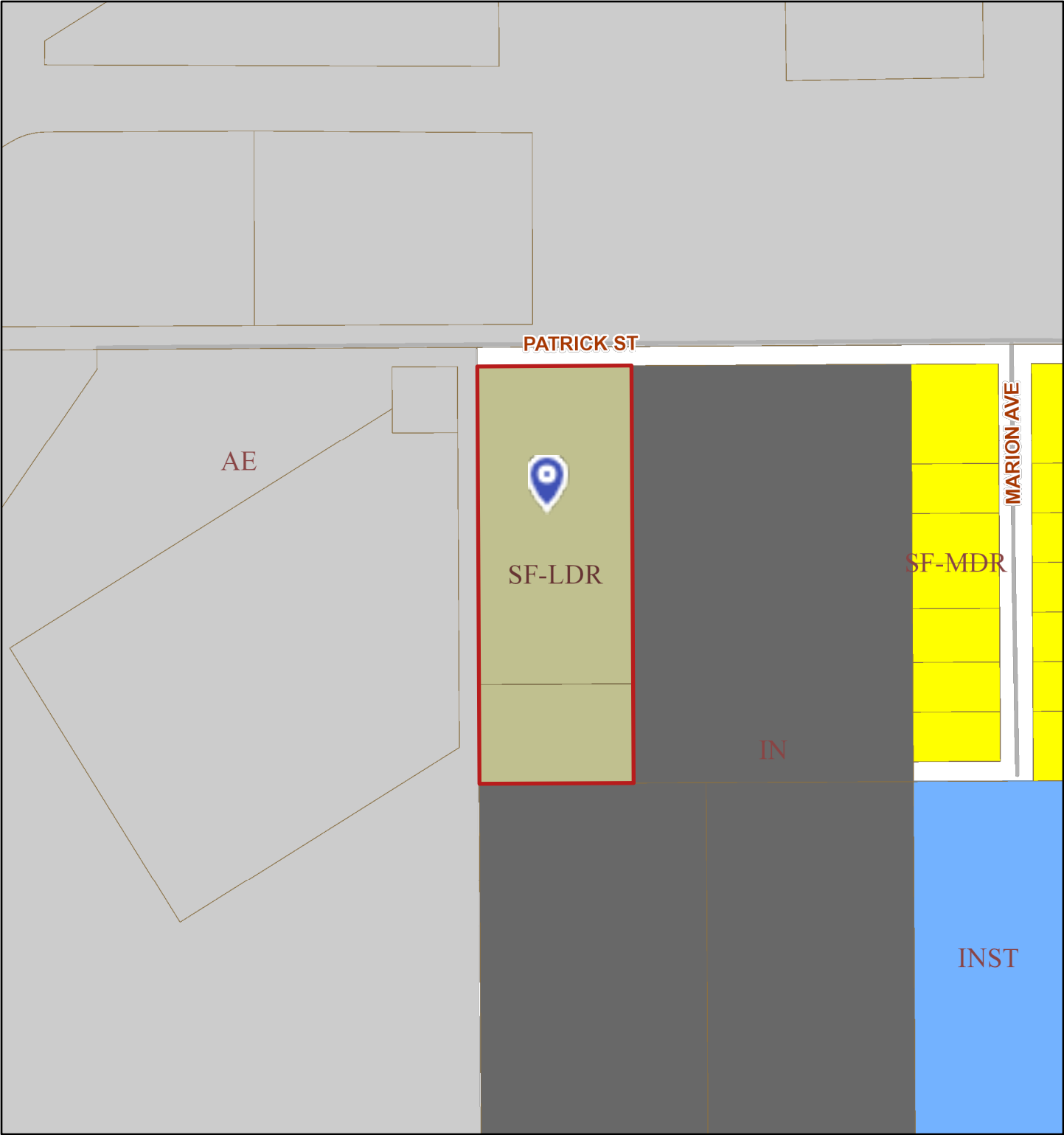
The Development Review Committee (DRC) recommended approval on January 2, 2024.

The Planning Advisory Board (PAB) recommended approval with a vote of 5-0 on February 7, 2024.

Attachment(s):

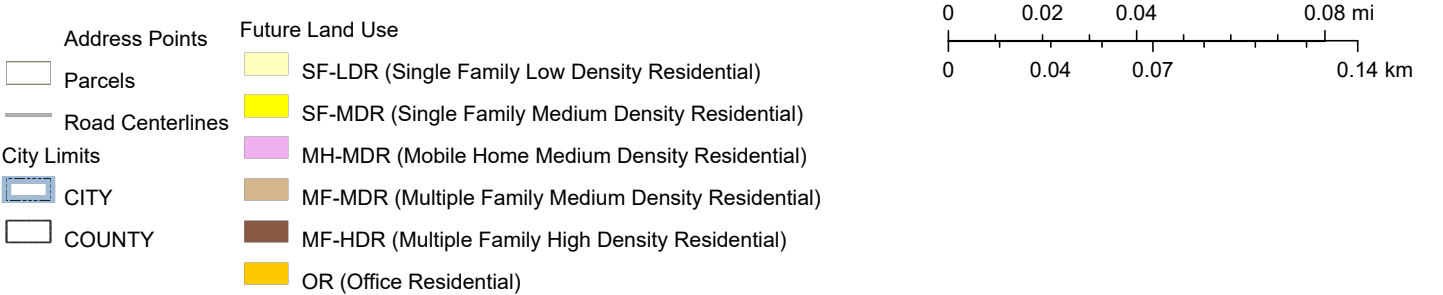
1. LUPA-23-0006 Vicinity Map
2. LUPA-23-0006 Aerial Map
3. LUPA-23-0006 Site Data Tables
4. (S)LUPA-23-0006 Proposed Ord. 24-02
5. LUPA-23-0006 City Commission Ad
6. LUPA-23-0006 Feb. 7, 2024 PAB Action Summary
7. LUPA-23-0006 DRC Comments
8. LUPA-23-0006 DRC Support Documents

LUPA-23-0006
2804-2814 Patrick St



January 26, 2024

1:2,934



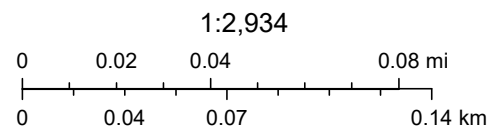
LUPA-23-0006
2804-2814 Patrick St



January 26, 2024

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

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



State of Florida, Maxar

Land Use Amendment, LUPA-23-0006
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	Single Family Low Density Residential (SF-LDR)	
Proposed Future Land Use Designation	Industrial Business (IN)	
Zoning District Designation	Agricultural and Conservative (AC)	
Proposed Zoning District Designation	Business Park (BP)	
Existing Overlay District	Multimodal Transportation District (MMTD)	
Existing Use(s)	Residential Homes	
Proposed Use(s)	Vehicle Storage	
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 LUPA-23-0003 Land Use Plan Amendment ZMA-23-0004 Zoning Map Amendment	Small Enclaves Interlocal Agreement (ILA)
	LUPA-23-0006 Land Use Plan Amendment ZMA-23-0009 Zoning Map Amendment (Both pending)	

Comprehensive Plan Summary
Policy 1.2.4.3., The Industrial Business (IN) land use designation is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.

Potential Zoning Districts	Business Park (BP)
	Industrial Business (IB)
	Airport Industrial (AI)

Zoning District Standards District Summary

Land Development Code Section 14-4-4(M), Business Park District (BP). The Business Park (BP) District is intended to provide a protective zone for park-like development of industrial and related uses which have limited objectionable external effects and provide a high quality setting. Manufacturing, warehousing, research, wholesale trade, and office uses are among the allowable uses. Development in this district is particularly characterized by unified planning, controlled ingress and egress to major streets, extensive setbacks, and screening and landscaping necessary to create a quality site design. This district is intended for use in suitable areas which have been assigned an Industrial Business (IN) future land use designation by the comprehensive plan.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	SF-LDR City Land Use (0-6 du/ac)	IB City Land Use (Max. 0.5 FAR)
	AC City Zoning	BP City Zoning
	Residential	Commercial and Mixed-Use

Public Facilities Analysis

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 2 acres per 1,000 population?	N/A – Compliance

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. 24-02
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: SF-LDR (Single Family Low Density Residential) – City

TO: IN (Industrial Business) - 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 5th day of March, 2024 .

Mayor - Commissioner

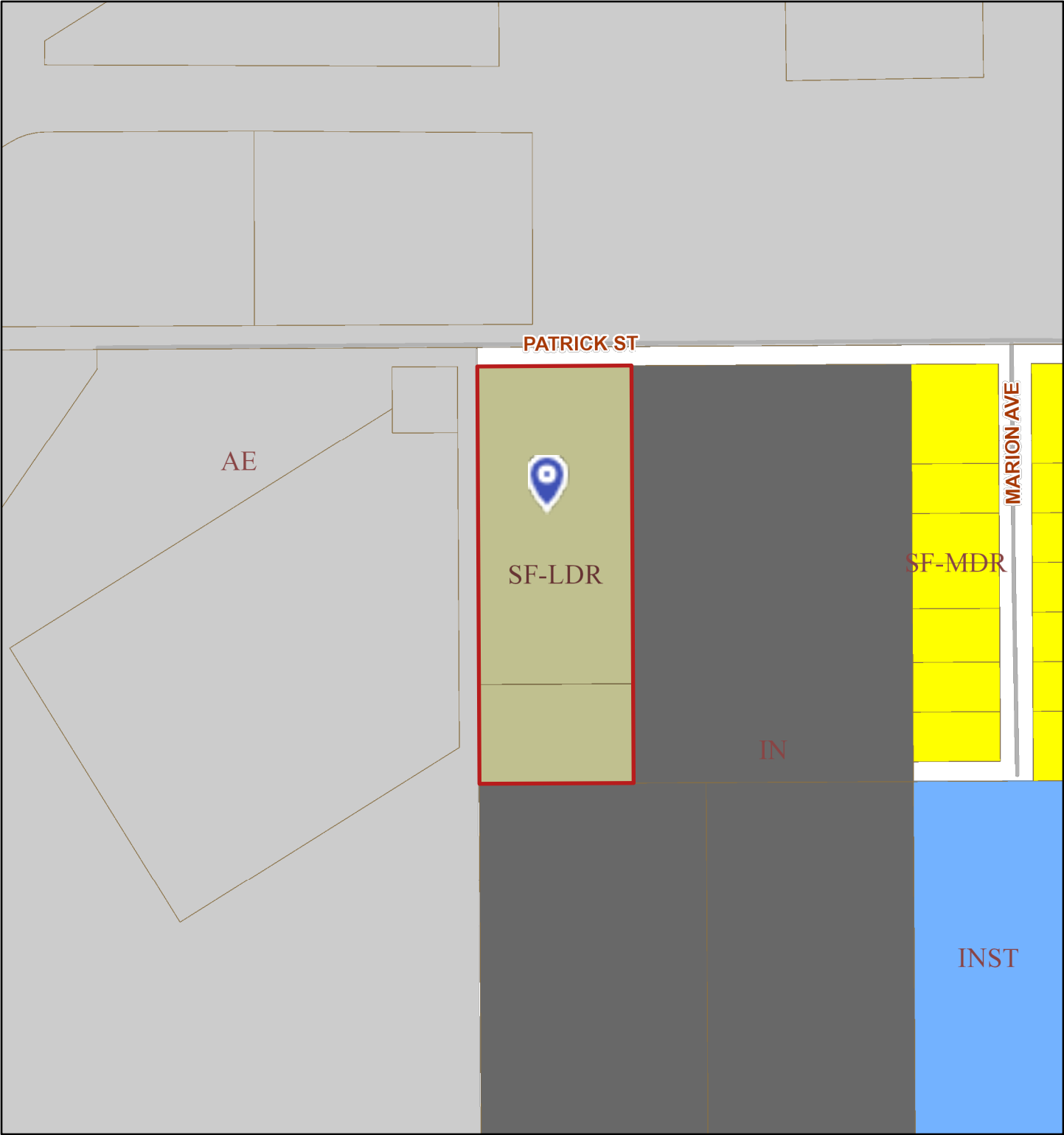
ATTEST:

City Clerk

Approved as to form and legality:

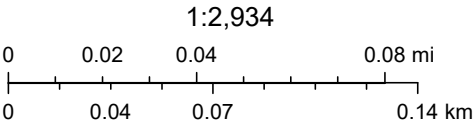
City Attorney

LUPA-23-0006
2804-2814 Patrick St



January 26, 2024

- Address Points
- Parcels
 - Road Centerlines
- City Limits
- CITY
 - COUNTY
- Future Land Use
- SF-LDR (Single Family Low Density Residential)
 - SF-MDR (Single Family Medium Density Residential)
 - MH-MDR (Mobile Home Medium Density Residential)
 - MF-MDR (Multiple Family Medium Density Residential)
 - MF-HDR (Multiple Family High Density Residential)
 - OR (Office Residential)



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, March 5, 2024 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 #24-02: 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: SF-LDR (Single-Family Low Density Residential) - City

TO: IN (Industrial Business) - City

The subject property is located at **2804-2814 Patrick St.**

Legal Description:

Parcel 1: 29-25-29-4700-0001-0080

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

Together with Parcel 2: 29-25-29-4700-0001-0083

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.



Reference # LUPA-23-0006
Patrick St.

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
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, FEBRUARY 7, 2024 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi

Staff Present: Deputy City Attorney Kalanit Oded, Planning Manager Brenda Ryan, Administrative Assistant II Alicia Smith

Members Absent: Board Member Fatima Santiago, Board Member Diana Marrero-Pinto

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

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

3. MINUTES

3.A Approval of the December 20, 2023 Planning Advisory Board (PAB) Meeting Minutes.

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

AYE: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi

NAY: None

Motion to Approve Passed 5 - 0.

4. OLD BUSINESS

5. NEW BUSINESS

5.A Public Hearing - Conditional Use with Site Plan to establish a chiropractic office with a live work unit - Shin Family Chiropractic Live Work Bldg. (CU-23-0016)

Board Member Robert Spalding made a motion to approve w/ conditions. Board Member Melissa Thacker seconded the motion.

AYE: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi

NAY: None

Motion to Approve w/ Conditions Passed 5 - 0.

5.B Public Hearing - Proposed Ordinance #24-02 - Amending the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Industrial Business (IN): 2804-2814 Patrick St. - LUPA-23-0006

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 Melissa Thacker made a motion to approve. Board Member Robert Spalding seconded the motion.

AYE: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi
NAY: None

Motion to Approve Passed 5 - 0.

- 5.C Public Hearing - Proposed Ordinance #24-03 - Amending the Zoning Map designation from Agriculture and Conservation (AC) to Business Park (BP): 2804-2814 Patrick St. - ZMA-23-0009

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 Robert Spalding made a motion to approve w/ condition. Board Member Melissa Thacker seconded the motion.

AYE: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi
NAY: None

Motion to Approve w/ Condition Passed 5 - 0.

6. PUBLIC HEARINGS

7. DISCUSSION

8. HEAR CHAIRMAN AND BOARD MEMBERS

- 9. ADJOURNMENT** Board Member Robert Spalding made a motion to Adjourn. Board Member Melissa Thacker seconded the motion.

AYE: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi
NAY: None

Motion to Adjourn Passed 5-0.

There being no further business to come before the Planning Advisory Board, Chairman Robert Bussiere adjourned the meeting at 6:14 p.m.

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: 2804 & 2814 PATRICK ST
PLAN NUMBER: LUPA-23-0006**

DATE: 12/28/2023

**Review Status:
APPROVED WITH CONDITIONS.**

PLANNING - Redda Chowdhury - 407-518-207 - Muhtadi.Chowdhury@kissimmee.gov

1. The proposed future land use of Industrial Business (IN) is compatible with the proposed rezoning to Business Park (BP). IN future land use designation allows for development projects to be built with an intensity of up to 0.5 FAR.
2. Application is subject to Planning Advisory Board recommendation and City Commission approval.

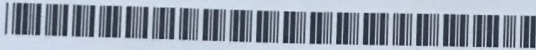
If you have any questions regarding the comments/conditions above, please use the contact information provided.

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

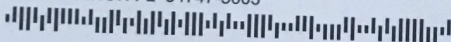
Additional comments may be forthcoming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and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



KATRINA SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER



MURRELL MATTHEW DAVID
107 ACADIA TER
CELEBRATION FL 34747-5003



October 19, 2023

Re: 29-25-29-4700-0001-0083
2814 PATRICK ST

Dear Mr Matthew David Murrell,

As the Osceola County Property Appraiser, it is my pleasure to congratulate you on the purchase of your new home! With the purchase of your new home, it is important to consider that property taxes are subject to change. Based on the new ownership, the previous taxes are not a reliable projection of what you may experience in your future tax liability. With the sale or change of ownership, it prompts the removal of all previously applied exemptions and assessment caps, which could result in higher property taxes.

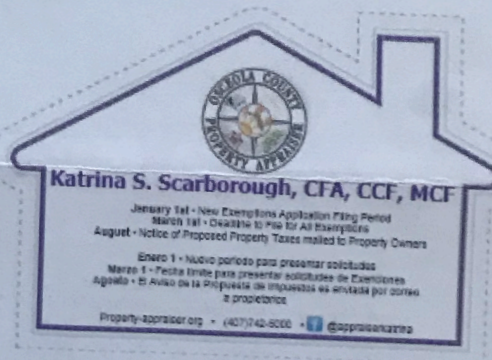
Did you know that if your new home is considered your permanent residence, you could **save up to \$750** per year on your property taxes by filing for the Homestead Exemption? In addition, if you are 65 or older and meet the income guidelines or are a disabled veteran, you may be entitled to an additional exemption on your property.

You may file for the Homestead Exemption on my website at www.property-appraiser.org or visit my office at 2505 East Irlo Bronson Memorial Highway, Kissimmee, Florida 34744. Our office hours are Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

Katrina S. Scarborough

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser



2505 E IRLO BRONSON MEMORIAL HWY, KISSIMMEE, FL 34744 • (407) 742-5000
INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

ITEM 4.B

Public Hearing - Final Reading - Proposed Ordinance #24-03 - Amending the Zoning Map designation from Agriculture and Conservation (AC) to Business Park (BP): 2804-2814 Patrick St. - ZMA-23-0009

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 Agriculture and Conservation (AC) to Business Park (BP) 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 property was originally assigned industrial land use and zoning designations upon annexation to the City, but later approved a Land Use Amendment and Rezoning application in 2023 (LUPA-23-0003 and ZMA-2-0009) to the current designations at the request of the prior owner. The property was sold late last year and the new owner desires to utilize the property to store custom and exotic vehicles.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.4.3., Industrial Business (IN), that is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.
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.
3. Compliance with Land Development Code Section 14-4-4(M), Business Park (BP) Zoning District, that is compatible with the Industrial Business (IN) Future Land Use designation for manufacturing, warehousing, research, wholesale trade, and office uses.

Recommendation

REQUESTED PLANNING ADVISORY BOARD ACTION:

Approve w/Conditions

The Development Review Committee (DRC) recommended approval on January 2, 2024.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on February 7, 2024.

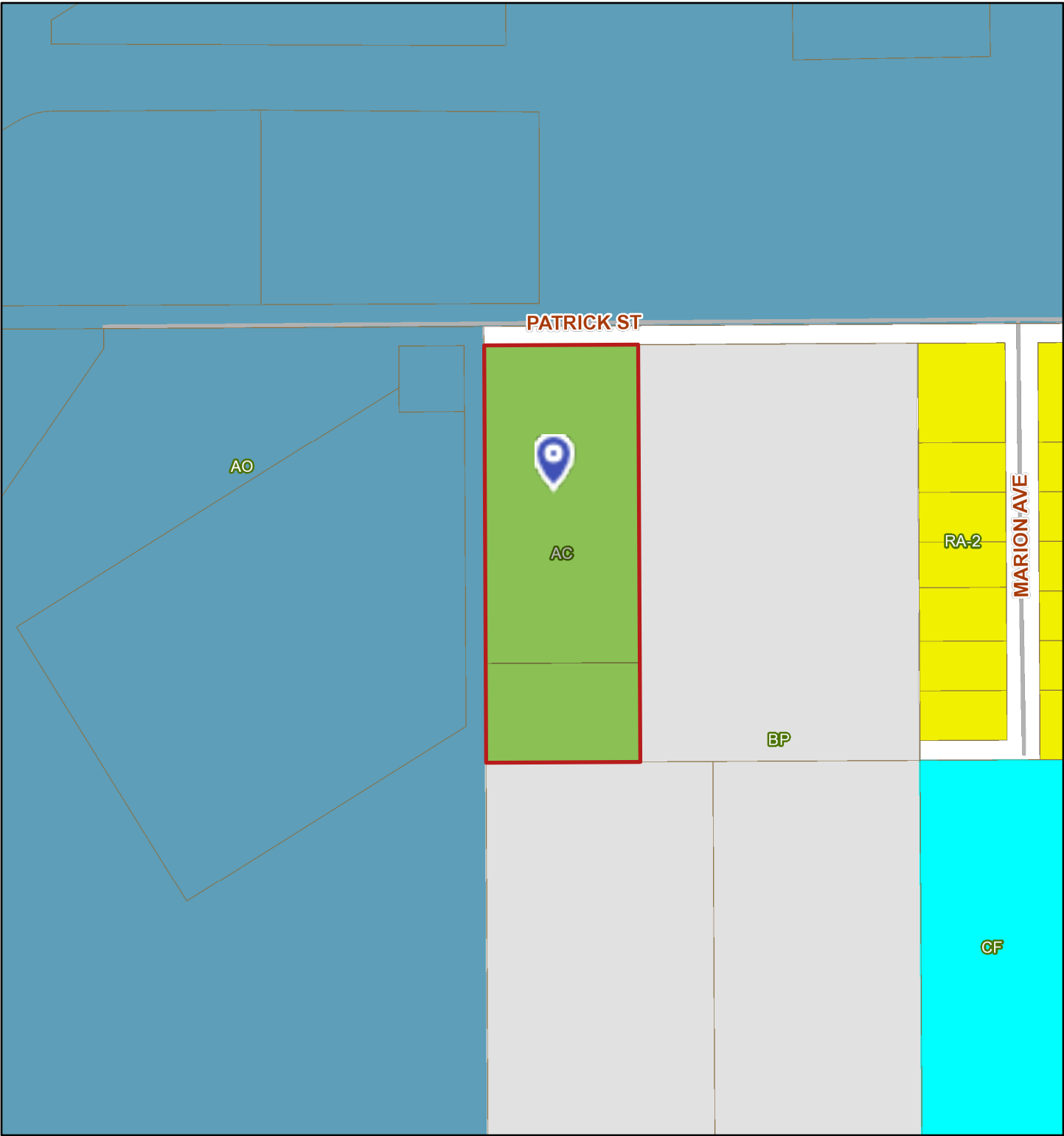
CONDITION:

1. Subject to the approval of the associated Patrick St Land Use Amendment (LUPA-23-0006).

Attachment(s):

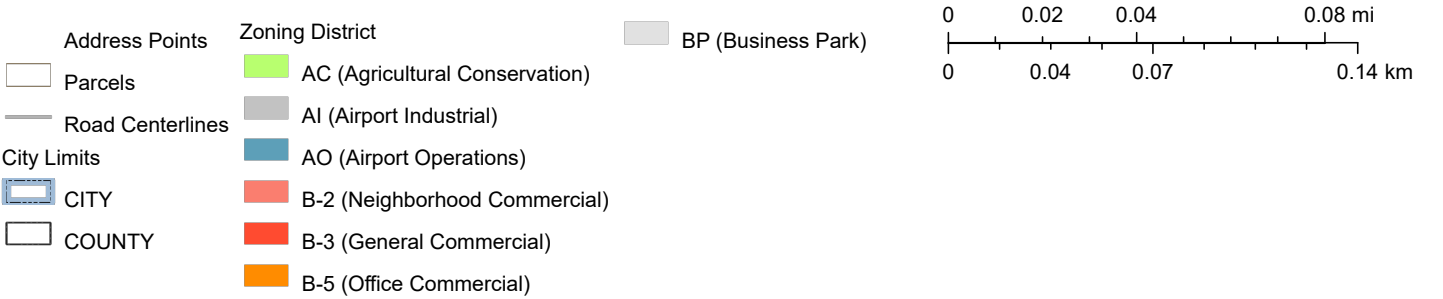
1. ZMA-23-0009 Vicinity Map
2. ZMA-23-0009 Aerial Map
3. ZMA-23-0009 Site Data Tables
4. (S) ZMA-23-0009 Proposed Ord. 24-03
5. ZMA-23-0009 City Commission Ad 3.5.2024
6. ZMA-23-0009 Feb. 7, 2024 PAB Action Summary
7. ZMA-23-0009 DRC Comments
8. ZMA-23-0009 DRC Support Documents

ZMA-23-0009
2804-2814 Patrick St



January 26, 2024

1:2,934



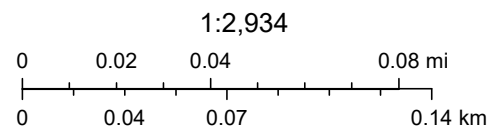
ZMA-23-0009
2804-2814 Patrick St



January 26, 2024

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

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



State of Florida, Maxar

Zoning Map Amendment, ZMA-23-0009
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	Single Family Low Density Residential (SF-LDR)	
Proposed Future Land Use Designation	Industrial Business (IN)	
Zoning District Designation	Agricultural and Conservative (AC)	
Proposed Zoning District Designation	Business Park (BP)	
Existing Overlay District	Multimodal Transportation District (MMTD)	
Existing Use(s)	Residential Homes	
Proposed Use(s)	Vehicle Storage	
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 LUPA-23-0003 Land Use Plan Amendment ZMA-23-0004 Zoning Map Amendment	Small Enclaves Interlocal Agreement (ILA)
	LUPA-23-0006 Land Use Plan Amendment ZMA-23-0009 Zoning Map Amendment (Both pending)	

Comprehensive Plan Summary
Policy 1.2.4.3., The Industrial Business (IN) land use designation is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.

Potential Zoning Districts	Business Park (BP)
	Industrial Business (IB)
	Airport Industrial (AI)

<i>Zoning District Standards District Summary</i>
Land Development Code Section 14-4-4(M), Business Park District (BP). The Business Park (BP) District is intended to provide a protective zone for park-like development of industrial and related uses which have limited objectionable external effects and provide a high quality setting. Manufacturing, warehousing, research, wholesale trade, and office uses are among the allowable uses. Development in this district is particularly characterized by unified planning, controlled ingress and egress to major streets, extensive setbacks, and screening and landscaping necessary to create a quality site design. This district is intended for use in suitable areas which have been assigned an Industrial Business (IN) future land use designation by the comprehensive plan.

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

<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 2 acres per 1,000 population?	N/A – Compliance

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. 24-03
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: AC (Agriculture and Conservation) – City

TO: BP (Business Park) – 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 5th day of March, 2024.

Mayor - Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

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: **AC (Agricultural Conservation) - City**

TO: **BP (Business Park) - 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 **#24-03**: 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, March 5, 2024** 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, March 5, 2024**. 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 meeting may be heard by participating in person.



Reference # **ZMA-23-0009**
Patrick St.

CITY COMMISSION
KISSIMMEE, FLORIDA

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
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, FEBRUARY 7, 2024 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi

Staff Present: Deputy City Attorney Kalanit Oded, Planning Manager Brenda Ryan, Administrative Assistant II Alicia Smith

Members Absent: Board Member Fatima Santiago, Board Member Diana Marrero-Pinto

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

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

3. MINUTES

3.A Approval of the December 20, 2023 Planning Advisory Board (PAB) Meeting Minutes.

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

AYE: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi

NAY: None

Motion to Approve Passed 5 - 0.

4. OLD BUSINESS

5. NEW BUSINESS

5.A Public Hearing - Conditional Use with Site Plan to establish a chiropractic office with a live work unit - Shin Family Chiropractic Live Work Bldg. (CU-23-0016)

Board Member Robert Spalding made a motion to approve w/ conditions. Board Member Melissa Thacker seconded the motion.

AYE: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi

NAY: None

Motion to Approve w/ Conditions Passed 5 - 0.

5.B Public Hearing - Proposed Ordinance #24-02 - Amending the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Industrial Business (IN): 2804-2814 Patrick St. - LUPA-23-0006

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 Melissa Thacker made a motion to approve. Board Member Robert Spalding seconded the motion.

AYE: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi
NAY: None

Motion to Approve Passed 5 - 0.

- 5.C Public Hearing - Proposed Ordinance #24-03 - Amending the Zoning Map designation from Agriculture and Conservation (AC) to Business Park (BP): 2804-2814 Patrick St. - ZMA-23-0009

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 Robert Spalding made a motion to approve w/ condition. Board Member Melissa Thacker seconded the motion.

AYE: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi
NAY: None

Motion to Approve w/ Condition Passed 5 - 0.

6. PUBLIC HEARINGS

7. DISCUSSION

8. HEAR CHAIRMAN AND BOARD MEMBERS

- 9. ADJOURNMENT** Board Member Robert Spalding made a motion to Adjourn. Board Member Melissa Thacker seconded the motion.

AYE: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos, Board Member Alex Alemi
NAY: None

Motion to Adjourn Passed 5-0.

There being no further business to come before the Planning Advisory Board, Chairman Robert Bussiere adjourned the meeting at 6:14 p.m.

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: 2804 & 2814 PATRICK ST
PLAN NUMBER: ZMA-23-0009**

DATE: 12/28/2023

**Review Status:
APPROVED WITH CONDITIONS.**

PLANNING - Redda Chowdhury - 407.518.2107 - Muhtadi.Chowdhury@kissimmee.gov

1. The proposed rezoning is for Business Park (BP). BP zone is intended to provide a protective zone for park-like development of industrial and related uses. This BP zone is proposed alongside the Industrial Business (IN) future land use designation that is compatible with the proposed zone.
2. Application is 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 Patrick St., Kissimmee, 34741
PLAN (DRC) NUMBER: ZMA-23-0009**

DATE: 12/8/2023

**Review Status:
CHOOSE REVIEW STATUS.**

OSCEOLA COUNTY SCHOOL DISTRICT - Rhonda Blake - 407.518.2964 - Rhonda.Blake@osceolaschools.net

Comments/Conditions (if applicable): This application 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.

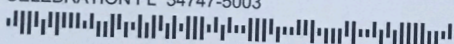
Additional comments may be forthcoming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and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



KATRINA SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER



MURRELL MATTHEW DAVID
107 ACADIA TER
CELEBRATION FL 34747-5003



October 19, 2023

Re: 29-25-29-4700-0001-0083
2814 PATRICK ST

Dear Mr Matthew David Murrell,

As the Osceola County Property Appraiser, it is my pleasure to congratulate you on the purchase of your new home! With the purchase of your new home, it is important to consider that property taxes are subject to change. Based on the new ownership, the previous taxes are not a reliable projection of what you may experience in your future tax liability. With the sale or change of ownership, it prompts the removal of all previously applied exemptions and assessment caps, which could result in higher property taxes.

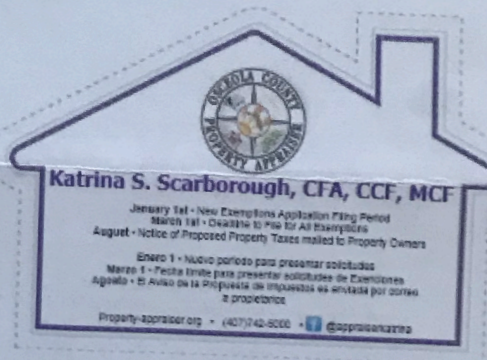
Did you know that if your new home is considered your permanent residence, you could **save up to \$750** per year on your property taxes by filing for the Homestead Exemption? In addition, if you are 65 or older and meet the income guidelines or are a disabled veteran, you may be entitled to an additional exemption on your property.

You may file for the Homestead Exemption on my website at www.property-appraiser.org or visit my office at 2505 East Irlo Bronson Memorial Highway, Kissimmee, Florida 34744. Our office hours are Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

Katrina S. Scarborough

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser



2505 E IRLO BRONSON MEMORIAL HWY, KISSIMMEE, FL 34744 • (407) 742-5000
INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

ITEM 7.A**Approval of City Commission Minutes from the February 20, 2024 meeting****Request**

Commission approval of the February 20, 2024 Commission Minutes.

Explanation

Minutes of the Commission meeting held on February 20, 2024 are attached for approval.

Recommendation

Commission approval for the February 20, 2024 minutes.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) - February 20, 2024 City Commission Meeting Minutes



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 20, 2024 AT 6:00 PM**

1. **MEETING CALLED TO ORDER Members Present:** Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell
Members Absent: None

Mayor Gonzalez called the meeting to order at 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 Proclamation - Barbie Austria Appreciation Day

To present a proclamation to Barbie Austria founder of the non-profit organization, Kissimmee-Poinciana Homeless Outreach Inc.

City Manager Steigerwald invited Jessica Ocasio, Rachel Molina, Raul Gonzalez, Irma and Ignacio Ramon, Yvonne Liciaga, Carmen and Miguel Sanjurjo, and Sara Santiago to join Ms. Austria and proceeded to read a proclamation in honor of Barbie Austria, founder of the Kissimmee-Poinciana Homeless Outreach, as the Mayor and Commissioners presented the proclamation to Ms. Austria.

Ms. Austria thanked her crew of supporters, the City Commission, and the City of Kissimmee for this honor.

- 3.B. Proclamation - Dominican Republic Independence Day (Amended and added to the Agenda)

To present a proclamation in honor of Dominican Republic Independence Day on February 20, 2024.

City Manager Steigerwald read a proclamation in honor of Dominican Republic Independence Day as the Mayor and Commissioners presented the proclamation (Exhibit "A") to Ingrid Zapata, President of Casa de la Dominica.

Ms. Zapata, through a translator, thanked everyone for coming today and expressed her appreciation to the City Commission for this presentation.

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

None.

5. **PUBLIC HEARINGS**

None.

6. HEAR AUDIENCE

Charles Baker, 806 Persons Street, Kissimmee, complimented Public Works for the progress they are making in the West Kissimmee area; however, he is concerned with missing signs for Children at Play and one sign turned backwards. Mr. Baker continued with his comments by discussing Vivian Bronson, a resident of Mann Street, who has limited access to the street due to improvements that are needed. Emergency vehicles as well as the residents are only able to travel at 2- 3 miles per hour because of the road conditions. Mann Street is in between Persons and John Young.

Mr. Baker finished his remarks by expressing his disappointment with comments from a City staff member who communicated to Mr. Baker that he did not need to return to the Commission meetings.

Commissioner Eady, City Manager Steigerwald, and the Commission assured Mr. Baker the issue will be addressed. Mr. Baker did not want to point out the individual and wants to give them a chance to correct themselves, but he felt it was necessary to bring it to the Commission's attention.

City Manager Steigerwald followed up on Mr. Baker's request for "Children at Play" signs and stated they no longer met federal standards and therefore we are unable to install the signs any longer. The damaged signs will be addressed and the condition of Mann Street will include interim repairs; this is one of the last unpaved streets in the City. The paving project is in the design phase currently and funding should be available in the FY 2025 Budget. Speed limit signs on Persons and Hill Street and the surrounding area will also be addressed.

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 Castano made a motion to approve the Consent Agenda in its entirety. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the January 16, 2024, and February 6, 2024 meeting
Request Commission approval of the January 16, 2024, and February 6, 2024, Commission Minutes.
- 7.B Approval of a Resolution adopting the Third Amendment to the Local Housing Assistance Plan Covering Fiscal Year 2022 through 2024
Approval of Third Amendment to the Local Housing Assistance Plan covering SHIP Fiscal Years 2022-2024 and adopt the accompanying Resolution #02-2024.
- 7.C Carry Forward for Airport Project Automated Weather Observation System Project
Approval to carry forward Airport Funds (FY2021 AP2102) to FY2024 Budget for an Automated Weather Observation System (AWOS) Project in the amount of \$32,000.
- 7.D Application for Airport Taxiway Delta Environmental Study Grant
Approval to apply for a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for an Environmental Study for Taxiway Delta Extension Project at Kissimmee Gateway Airport.

- 7.E Building Fund budget adjustment for furnishings and plaza improvements
Approval of a budget transfer of \$800,000 from the Building Fund Reserve account to the Capital Project and Equipment accounts for furnishings and plaza improvements as part of the permit center expansion project.
- 7.F Amendment to the Interlocal Agreement Creating the Orlando Urban Area Metropolitan Planning Organization d/b/a MetroPlan Orlando
Approval of the Amendment to the Interlocal Agreement with MetroPlan Orlando to incorporate changes to the Membership Apportionment Plan.
- 7.G Architectural and Engineering Continuing Services Agreements
Request approval of the Architectural/Engineering Services master agreements, Contract # 2024-0133 with Baker Barrios Architects, Inc., Colliers Engineering & Design, Inc., CPH, LLC, The Lunz Group, WSP USA Environmental & Infrastructure, Inc., and Bentley Group, Inc.
- 7.H Master Services Agreement with Rubicon Global, LLC for Solid Waste Division
Approval of an agreement with Rubicon Global, LLC (Contract # 20240237) to provide route optimization tools for the Solid Waste Division.
- 7.I Agreement with SSD International, Inc to purchase night vision and thermal optics for SWAT rifles
Commission approval of the Agreement with SSD International Inc. (Contract #20240236) for the purchase of night vision and thermal optics with forfeiture funds available in the Law Enforcement Trust Fund (LETf).
- 7.J Emergency Medical Transportation Billing and Collection and Ground Ambulance Data Collection Services Contract
Approval of Contract with Advanced Data Processing, Inc. (ADP) (Contract # #20240234) using account 00135103-503434 (Other Contract Services) and authorization for the City Manager to execute any extensions or amendments of this contract.
- 7.K Re-allocation of HOME Funds for the Acquisition of the Super 8 Motel
Approval of the re-allocation of HOME funds used to purchase the property known as the Super 8 Motel.
- 7.L Budget Transfer For Airport Security Enhancement Project
Approval to transfer Airport funds from Fund 461 to Fund 470 for a Security Enhancement Project (AP2103), due to overage that is not eligible for state grant reimbursement in the amount of \$7,141.26.
- 7.M Lakefront Park Security Improvements
Approval of an agreement with Miller Electric, Inc. (Contract # 20240233) to install close-circuit cameras and the required infrastructure within Lakefront Park.
- 7.N Airport Administrative, Operational and Asset Management Software Agreement
Approval to award EPIC Engineering & Consulting Group, LLC, (Contract #20240174) in the amount of \$84,495 for Simplify i3 Software Services to digitally manage airport operational, administrative, and asset data programs for a 5-year term.
- 7.O Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.P Mill Slough waterway debris removal contract award
Approval to award the contract for the removal of debris along the Mill Slough waterway to Crowder Gulf (Contract #20230037) for \$218,000.

7.Q Consent to Sub-Lease Between Sunstate Aviation Holdings, LLC and Sunstate Aviation Flight School, LLC

Approval of Consent to Sub-Lease between Sunstate Aviation Holdings, LLC and Sunstate Aviation Flight School, LLC

7.R Aston Square Easements

Approval of several easements to effectuate completion of water and sewer line connection and a lift station for the Aston Square project and City property currently leased by the Osceola Chamber of Commerce. The easements include: a Utility Easement between the City, Toho Water Authority, and the Chamber of Commerce; a Sanitary Sewer Easement between the City, the Developer and the Chamber of Commerce; and a Water Main Easement between the City and the Developer.

8. DISCUSSION ITEMS

8.A Freebee presentation and contract renewal

Request approval to renew a contract with Freebee for a microtransit service from March 2024 through March 2025 under contract # 20230057 at a cost of \$405,390.

Ashley Cornelison, Planning Division, provided a PowerPoint Presentation an updated the the Commission on the success of the program and the increase in ridership since 2023. During the first full month of ridership in (April) 2023, we had 394 passengers and, in comparison, in January 2024 there were 1,550 passengers; this is a 293% increase in ridership. Staff contacted Freebee concerning expanding the service area, but the base ridership doubled and Freebee recommended holding off on expanding to make sure we could provide quality services with the increase in ridership and recommended incremental increases. The City's Communications Division did a great job of getting information out on the Freebee service and our Deputy City Manager, Desiree Matthews, put the spotlight on our project with a regional effort to reduce pollutants and identifying our program as a model for similar services in Central Florida. Staff recommends approval of the new contract for renewal of the Freebee service for FY2025.

The Commission engaged in conversation with staff concerning the removal of the Kissimmee Circulator bus and the success of the point-by-point service of Freebee. Staff answered Commission questions related to wait times, which are typically under 10 minutes, and the peak times for ridership, which is heavier in the morning when people are going to work and then in the early evening after 5:00 p.m. The entire Commission expressed their appreciation to staff on the success of this program and the ability to provide a valuable service to our citizens.

Commissioner Alvarez made a motion to approve the new contract for Freebee. Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 5 - 0.

8.B Community Project Funding Discussion

Commission discussion on Community Project Funding submissions for FY 2025.

City Manager Steigerwald reviewed the request to receive feedback from the Commission on three (3) proposed projects for submission to Representative Darren Soto for his

Community Funding Projects for Fiscal Year 2025. This process started in FY 2022 and was the first opportunity for each Congressman to receive funds for their Congressional Districts. We have submitted previously for the Berlinsky House Renovations (funding of \$1 million) and Fire Station 15 which was not considered based on a rule change for the distribution of funds for capital items. In the third year, we applied for \$1.8 million for Phase II of "The Haven on Vine" which made it through all committees, but the funds are being held up due to the current Federal Budget not being implemented. Any appropriations will not be funded until and unless this is resolved due to the ruling that the Federal Budget can only be funded at the same level as the previous years.

Requesting Commission discussion and recommendation on the following items:

Should the funds approved for appropriation from the FY 2024 Federal Budget not get released, staff recommends reapplying for the \$1.8 million in funds for "The Haven on Vine".

Potential City Projects:

1) Kissimmee Gateway Airpark South - Utility Improvements. As part of the City's vision to develop the airport property, it is necessary to make the property site ready with utilities for potential manufacturing companies. Prospective businesses are interested, but we are lacking the utilities that are needed to make the property more competitive.

2) Columbia Avenue Complete Streets - Phase I Design. The request would be to fund the design portion of the project to widen the road to 4-lanes, add bicycle lanes, and reconstruct sidewalks to be more pedestrian friendly. The entire estimate for the project is over \$8.3 million. City would request \$700,000 and match with \$400,000 that is already budgeted. Most requests for funding for road construction requires projects that are designed and ready to start.

3) Kissimmee Main Street would like to increase the number of events being held on the Broadway Corridor throughout the year. Some examples are BBQ Cook-off, Valentine's Festival, Veteran focused events, and expanding other events that are held downtown and not just the lakefront. In speaking with Representative Soto, this would only be allowed if the City makes the request and manages the project. Our Lobbyist notified us that unless something changes, this request may not be eligible for funding, but we'd like the Commission to rank the priority among the options, so we are prepared if this is allowed.

City Manager Steigerwald asked the Commission to consider which projects are a priority and how they would like to rank them. As an answer to Commission questions, some of our projects have alternate funding that might be available.

Commissioner Eady is in favor of funding for "The Haven on Vine" as a priority and the Kissimmee Airpark as a secondary.

Commissioner Castano agrees with "The Haven on Vine" and the Kissimmee Airpark.

Commissioner Martinez agrees with the board but she would like to know if there is anything we can do for Kissimmee Main Street. City Manager Steigerwald confirmed we could budget money internally for FY 2025 to cover some of the cost for events. As a reminder, we may need to wait a little longer since Broadway will most likely be under construction sometime in 2025 for the Connect Kissimmee Streetscape.

Commission consensus to select funding for the "Haven on Vine" as the priority, pending Federal funding, and submit for funding the Kissimmee Gateway Business Airpark project as the secondary priority.

Commissioner Eady made a motion to approve as listed. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 5 - 0.

8.C Toho Water Authority Board Reappointment

Approval to reappoint Henry Thacker to the Toho Water Authority Board of Supervisors for a second term as Board Chairman.

City Manager Steigerwald reviewed the request for reappointment of Henry Thacker on the Toho Water Authority; Mr. Thacker is interested in continuing to serve on the board.

Commissioner Eady made a motion to reappoint Henry Thacker for a second term. Commissioner Martinez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald thanked the Commission for their participation in the follow-up to the Retreat; based on your comments, we will be having many more Workshops this year.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Castano congratulated the Proclamation recipients tonight and invited everyone to a multicultural expo that will be held for three (3) days with the last day being held at Ruby Plaza; the events are open to the public.

Commissioner Alvarez reminded everyone of the Taste of Kissimmee Event being held on Friday at 5:00 p.m. He also offered his congratulations to the recipients of two proclamations earlier in the meeting.

Commissioner Martinez requested Commission input on an event recognizing women that she would like to hold at the Kissimmee Civic Center. If each Commissioner selects five (5) women and they each bring a guest, we would have 50 plus individuals at the event plus staff; planning for this in the month of March.

Mayor Gonzalez agrees with the women empowerment events. In her first year as a

Commissioner, there was an event held that had over 500 women in attendance.

Commissioner Castano made a motion to allow the use of the Civic Center for a women's event with the date to be determined. Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 5 - 0.

Commissioner Martinez congratulated the proclamation recipients from tonight's meeting and reiterated the comments of Commissioner Alvarez and invited everyone to the Taste of Kissimmee on Friday, February 23rd.

Mayor Gonzalez thanked everyone for attending the meeting and commented on the services provided by Barbie Austria and her program for feeding those in need.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:47 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Proclamation – Dominican Republic Independence Day
Item 3.B.

Proclamation



DOMINICAN REPUBLIC INDEPENDENCE DAY

WHEREAS, the Dominican Republic is a friendly nation with strong ties to the United States; and

WHEREAS, for more than fifty years, many Dominicans have come to reside in different cities within this nation, amongst which is the City of Kissimmee; and

WHEREAS, many Dominicans form an integral part of this nation, serving in our Armed Forces and many other establishments of our country; and

WHEREAS, the Dominican community in Kissimmee is a thriving and progressive community, contributing to the development of sports among youth and adults in our society; and

WHEREAS, Dominicans in Kissimmee contribute to the development of our society, enriching the quality of life with their social, political, and cultural contributions; and

WHEREAS, the presence of Dominicans in Kissimmee is a positively felt by the establishment of their businesses that generate a significant number of jobs and revenue; and

WHEREAS, the Independence of The Dominican Republic was proclaimed on February 27, 1844; and

WHEREAS, to this day, the Dominican Republic is a democratic state and maintains its independence and sovereignty, respecting its Constitution.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim February 20, 2024 as "**Dominican Independence Day**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 20th day of February, 2024.


CITY MANAGER


MAYOR/COMMISSIONER



ITEM 7.B

Veranda Palms, Phase 3 – Subdivision Final Acceptance

Request

Requesting City Commission acceptance of the required major subdivision improvements for the subdivision known as Veranda Palms, Phase 3.

Explanation

The developer, Park Square Enterprises, LLC, is requesting acceptance of Veranda Palms, Phase 3 subdivision improvements (DRC# 18-00096). At this time, the construction has been deemed substantially complete with all inspections conducted and completed in accordance with the City's subdivision site improvements, inspection, and certification procedures (LDC §14-3-43).

The fee-simple residential subdivision is located north of Babb Road and east of Old Vineland Road. The required subdivision improvements with this development include paving, grading, drainage, water, sewer, landscaping, amenities, and street lighting.

The subdivision roads, ponds, and open-space tracts have been dedicated to and will be maintained by the Veranda Palms HOA.

The owner has posted a maintenance bond in the amount of \$68,242.42 to ensure the satisfactory condition of the required subdivision improvements for a period of one year from formal acceptance by the City Commission.

The City Commission previously approved the final plat for Veranda Palms, Phase 3 subdivision on April 21, 2020.

Recommendation

Acceptance of the subdivision improvements for Veranda Palms, Phase 3.

REQUESTED CITY COMMISSION ACTION:

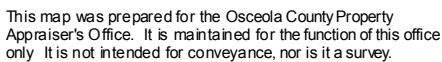
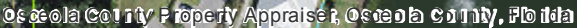
Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. vicinity map
2. Maintenance bond



Date Generated: 1/8/2024



Page 70 of 232

MAINTENANCE BOND

Bond No. 4531552

KNOW ALL MEN BY THESE PRESENTS:

That we, PARK SQUARE ENTERPRISES LLC, hereinafter referred to as Principal, and Great American Insurance Company, hereinafter referred to as Surety, are held and firmly bound unto the CITY OF KISSIMMEE, hereinafter referred to as the City, in the sum of \$68,242.42 (Sixty-Eight Thousand Two Hundred Eighty-Two and Forty-Two Hundredths), for payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has constructed certain improvements, including streets, curbs, and storm drains, in that certain subdivision described as Veranda Palms Phase 3 (DRC# 18-00096), and the Principal is obligated to protect the City against any defects resulting from faulty materials, faulty workmanship or faulty design of said improvements and to maintain said improvements for a period of one (1) year from the date of City acceptance of said Improvements.

NOW, THEREFORE, the condition of this obligation is such, that the Principal shall promptly and faithfully protect the County against any defects resulting from faulty materials, faulty workmanship or faulty design of the aforesaid improvements, and maintain said improvements for a period of one (1) year from the date of City acceptance of said Improvements.

The City Engineer shall notify the Principal in writing of any defect for which the principal is responsible and shall specify in said notice a reasonable period of time within which the Principal shall have to correct said defect. If the Principal shall fail to correct such defect within the time specified in said notice, then the Surety shall have sixty (60) days thereafter within which to take such action as it deems necessary to insure performance of the Principal's obligations. If such defect is not corrected after the expiration of such sixty (60) day period, then the County shall have the right to correct said defect, and the Principal and Surety, jointly and severally, shall pay all costs and expenses incurred by the County in correcting such defect; including but not limited to, the engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of Principal's failure to correct such defect. In addition, County shall have the right to contract for the correction of such defect and, upon acceptance of the lowest responsible bid, the Principal and Surety shall become immediately liable for the amount of said bid; and, in the event the County commences legal proceedings for the collection thereof, interest shall accrue on said amount at the rate of eight (8%) percent per annum, beginning at the commencement of said legal proceedings. The County, in its discretion, may permit the Surety to correct such defect in the event of the Principal's failure to perform.

The Surety shall not be liable for any defect arising from the faulty design of any of the improvements covered by this bond, except that such exclusion from liability by the Surety shall in no way affect the Principal's liability therefore.

In the event the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including Attorney's fees.

EXECUTED this 9th day of November,
2023.

Principal Signature: 

Principal Name: Park Square Enterprises, LLC Suresh Gupta

Surety Signature:  William Reidinger, Attorney-in-Fact

Surety Name: Great American Insurance Company



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No. 4531552

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
William Reidinger	20 N Martingale Rd, Suite 100 Schaumburg, IL 60173	\$100,000,000.00

Principal: Park Square Enterprises, LLC

Obligee: City of Kissimmee

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9th day of November, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9th day of November, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of November, 2023.



Atty L C. B.

Assistant Secretary

ITEM 7.C**Donation of bicycles from Waste Management, Inc. for participants of after-school programs****Request**

Approval to accept a donation of 40 youth bicycles from Waste Mangement, Inc. valued at \$6,337.

Explanation

Waste Management, Inc. is offering a donation of 40 youth bikes suitable for boys and girls, valued at \$6,337.00, to be given to children attending after-school programs at the City's community centers. Distribution of the bikes will be coordinated by the Parks and Recreation Department.

Recommendation

Approval to accept the donation from Waste Management, Inc. and proceed with the distribution plan to enhance after-school experience for the children in City community centers.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 7.D

Resolution authorizing an Interlocal Agreement for the Capital Project Finance Authority to issue an Educational Facilities Revenue Bond for the Kissimmee Charter Academy

Request

Approval of a Resolution authorizing the execution of the Interlocal Agreement for the Capital Project Finance Authority to issue an Educational Facilities Revenue Bond for the Kissimmee Charter Academy Project. The bond proceeds in part will be used by the buyers, Imagine Kissimmee Charter Academy LLC, to purchase the Kissimmee Charter Academy from the City.

Explanation

The Capital Project Finance Authority, CaPFA, is a public body corporate and politic created by the City of Moore Haven, Florida for the purpose of making loans to qualified public agencies. For CaPFA to be able to finance this project which is outside their area of operation, they must enter into an interlocal agreement with the City, as the agency with geographical jurisdiction over the area where the project to be financed is located. With the adoption of this Resolution and execution of the Interlocal Agreement, the private activity bonds will be tax-exempt for the limited purpose provided in Section 147 (f) of the Internal Revenue Code, and the public approval requirements of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) shall be met.

Recommendation

Approval of a Resolution authorizing the execution of the Interlocal Agreement for Capital Project Finance Authority to issue an Educational Facilities Revenue Bond for the Kissimmee Charter Academy Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. (S) Charter School City Resolution 2024

RESOLUTION NO. 24-_____

A RESOLUTION APPROVING THE ISSUANCE BY THE CAPITAL PROJECTS FINANCE AUTHORITY (THE "AUTHORITY") OF ITS EDUCATIONAL FACILITIES REVENUE BONDS (KISSIMMEE CHARTER ACADEMY PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$18,000,000, THE PROCEEDS FROM THE SALE OF WHICH WILL BE USED PRINCIPALLY TO FINANCE AND REFINANCE THE COST OF ACQUISITION OF CERTAIN CHARTER SCHOOL FACILITIES LOCATED WITHIN THE CITY AND OWNED AND OPERATED BY IMAGINE KISSIMMEE CHARTER ACADEMY, LLC; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT WITH THE AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. The Capital Projects Finance Authority (the "Authority") has submitted to the City Commission (the "Commission") of the City of Kissimmee, Florida (the "City"), a copy of a resolution of the Authority adopted on February __, 2024 (the "Authority Resolution"), granting its approval for the issuance by the Authority of its Educational Facilities Revenue Bonds (Kissimmee Charter Academy Project) (the "Bonds"), in an aggregate principal amount not to exceed \$18,000,000 to (i) finance and refinance the cost of (or reimburse for prior expenditures for) all or a portion of the costs of the acquisition, construction, renovation, expansion, installation, furnishing and equipping of an existing charter school facility for pre-K, primary and secondary school students attending classes located at 2850 Bill Beck Boulevard, Kissimmee, Florida 34744 and (ii) pay costs of the issuing the Bonds and funding necessary reserves including capitalized interest (collectively, the "Project"). A copy of the Authority Resolution is attached hereto as **Exhibit "A"**.

B. The Authority has requested the City enter into an interlocal agreement to grant the Authority, as a joint exercise of powers, the authority to issue the Bonds to finance and refinance the costs of the Project within the City.

C. The Project will be owned by Imagine Kissimmee Charter Academy, LLC, a Florida limited liability company (the "Borrower") whose sole member is Imagine Schools Non-Profit, Inc., a Virginia non-profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

D. On February 29, 2024, the Authority held a public hearing, which public hearing was duly conducted by the Authority on such date upon reasonable public notice, and at which hearing members of the public were afforded reasonable opportunity to be heard on all matters pertaining to (1) the location and nature of the Project, a copy of the published notice for which

and a transcript of the proceedings for which are attached hereto as **Exhibit "B"**, and (2) the issuance of the Bonds for the purposes described herein and in the Authority Resolution.

E. Pursuant to the Authority Resolution, the Authority has requested the City to approve the issuance of the Bonds for the limited purpose of satisfying the requirements of Section 147(f) of the Code.

SECTION 2. APPROVAL OF ISSUANCE OF THE BONDS AND THE PROJECT. The issuance of the Bonds and the use of the proceeds thereof to finance and reimburse the Borrower for the costs of the Project as contemplated by the Authority Resolution be and hereby are approved. The City shall not be liable for any costs of issuing the Bonds or the costs incurred by it in connection with the preparation, review, execution or approval of any documentation or opinions required to be delivered in connection therewith by the City or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower. The Bonds shall not constitute an indebtedness or liability of the City.

SECTION 3. LIMITED APPROVAL. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Commission shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Commission or estopping the Commission from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Commission of the issuance of the Bonds by the Authority shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 4. NO LIABILITY. The City shall have no obligation, financial or otherwise, with respect to the Bonds, and the approval given herein by the Commission shall not be deemed or construed to create any obligation or liability, pecuniary or otherwise, of the City, in connection with either the Bonds or the Project in any respect whatsoever and the Authority shall so provide in the documents related to the issuance of the Bonds. The general credit or taxing power of the City or the State or any political subdivision or public agency thereof shall not be pledged to the payment of the Bonds. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the City that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States.

No recourse under or upon any obligation, covenant or agreement of this Resolution or the Bonds or any agreement executed in connection with the Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any Commission member, the City Manager, the City Clerk or the City Attorney or any other City staff or professionals retained by

the City in connection with the issuance of the Bonds, as such, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Commission members, the City Manager, the City Clerk or the City Attorney or any other staff of the City or professionals retained by the City in connection with the issuance of the Bonds, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Commission member, the City Manager, the City Clerk or the City Attorney or any other staff of the City or professionals retained by the City in connection with the issuance of the Bonds, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution on the part of the City.

SECTION 5. INDEMNIFICATION. The receipt of the Indemnification Certificate of Imagine Kissimmee Charter Academy, LLC attached hereto as **Exhibit "C"** and incorporated hereby by reference is a material inducement to the City in granting the approvals set forth herein.

SECTION 6. INTERLOCAL AGREEMENT AUTHORIZED. The Commission hereby authorizes and directs the Mayor to execute the Interlocal Agreement, and the City Clerk to attest the same, and to deliver the Interlocal Agreement to the Authority for execution. The Interlocal Agreement shall be in substantially the form attached hereto as **Exhibit "D"**, with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor. Execution by the Mayor of the Interlocal Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 5th day of March 2024

**CITY COMMISSION OF THE CITY OF
KISSIMMEE, FLORIDA**

(SEAL)

By: _____
Olga Gonzalez, Mayor

ATTEST:

By: _____
Linda Hansell, City Clerk

EXHIBIT A

AUTHORITY RESOLUTION

EXHIBIT B

PROOF OF PUBLICATION AND TEFRA HEARING TRANSCRIPT

EXHIBIT C

INDEMNIFICATION CERTIFICATE OF IMAGINE KISSIMMEE CHARTER ACADEMY, LLC

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate and further represents, on behalf of Imagine Kissimmee Charter Academy, LLC, a Florida limited liability company (the "Borrower") the following (capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the resolution adopted by the City Commission (the "Commission") of the City of Kissimmee, Florida (the "City") on March 5, 2024 regarding the hereinafter defined Bonds (the "City Resolution")):

- (1) At the request of the Borrower, the Capital Projects Finance Authority (the "Authority") proposes to issue a principal amount not exceeding \$18,000,000 of its Educational Facilities Revenue Bonds (Kissimmee Charter Academy Project) (the "Bonds"), the proceeds of which will be loaned to the Borrower to (i) finance and refinance the cost of (or reimburse for prior expenditures for) all or a portion of the costs of the acquisition, construction, renovation, expansion, installation, furnishing and equipping of an existing charter school facility for pre-K, primary and secondary school students attending classes located at 2850 Bill Beck Boulevard, Kissimmee, Florida 34744 and (ii) pay costs of the issuing the Bonds and funding necessary reserves including capitalized interest (collectively, the "Project");
- (2) The issuance of the Bonds to finance the Project: (i) is appropriate to the needs and circumstances of, and will make contributions to, the economic growth of the City, (ii) will provide or preserve gainful employment, (iii) will provide education and promote commerce within the State, and (iv) will serve a public purpose by advancing the economic prosperity and the general welfare of the State and its people by providing for educational facilities within the meaning of Chapter 159, Part II, Florida Statutes;
- (3) Since the School is currently in operation, the City should be able to continue to cope satisfactorily with the impact of the acquisition and refinancing of the Project by the Borrower and will be able to provide, or cause to be provided or acquired when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom;
- (4) In order to finance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and to enter into an interlocal agreement (the "Interlocal Agreement") pursuant to the terms of the Interlocal Act; and

- (5) The City desires indemnification from the Borrower as a material inducement to the Commission granting the foregoing approval and entering into the Interlocal Agreement.

NOW THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE BORROWER, DOES HEREBY: Agree to defend the City and its officials, employees, attorneys, professionals and agents and the members of the Commission, and hold the City and its officials, employees, attorneys, professionals and agents and the members of the Commission, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds, the entering into of the Interlocal Agreement or the acquisition or operation of the Project by or on behalf of the Borrower, including in the case of any and all negligence of such indemnitee, or in any way growing out of or resulting from the Project or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Code, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State, including, without limitation, all costs and expenses of the City, including reasonable attorneys' fees, incurred in connection therewith.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Borrower has executed this Indemnification Certificate this
_____ day of March 2024.

IMAGINE KISSIMMEE CHARTER ACADEMY
LLC, a Florida limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT D
FORM OF INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into as of [_____], 2024 by and between the **CAPITAL PROJECTS FINANCE AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), and the **CITY OF KISSIMMEE, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "Public Agency").

WITNESSETH:

In consideration of the mutual benefits and obligations assumed herein, the undersigned hereby agree as follows:

Section 1. Findings. The Sponsor hereby finds, determines and declares as follows:

A. The Sponsor has represented to the Public Agency that, pursuant to all of the privileges, benefits, powers and terms of Ordinance No. 214 of the Sponsor, as amended (the "Ordinance"), Section 163.01, et seq, Florida Statutes, as amended, Chapter 166, Florida Statutes, as amended, Chapter 159, Florida Statutes, as amended, together with all of the home rule powers granted by the Constitution and laws of the State of Florida, and all other applicable provisions of law (the "Act"), the Sponsor was created within the State of Florida and is authorized to issue revenue bonds or other obligations under the Act to assist in financing the cost of the acquisition, construction, rehabilitation, improvement and equipping of Qualifying Projects under the Ordinance (the "Program Projects").

B. Pursuant to 159, Part II Florida Statutes, as amended (the "Local Law"), the Public Agency is authorized to assist in financing or refinancing the acquisition, construction, rehabilitation, improvement and equipping of projects which are permitted under the Local Law.

C. The Sponsor represents that it has established its Capital Projects Loan Program (the "Program") and has provided for the issuance of the Sponsor's Bonds (as defined herein) which provide funds for Imagine Kissimmee Charter Academy, LLC., a Florida limited liability company (the "Borrower") to (i) finance and refinance the cost of (or reimburse for prior expenditures for) all or a portion of the costs of the acquisition, construction, renovation, expansion, installation, furnishing and equipping of an existing charter school facility for pre-K, primary and secondary school students attending classes located at 2850 Bill Beck Boulevard, Kissimmee, Florida 34744 and (ii) pay costs of the issuing the bonds and funding necessary reserves including capitalized interest (collectively, the "Project"), as more particularly described in the Resolution referenced below, pursuant to this Interlocal Agreement.

D. By sharing of powers of the Sponsor and the Public Agency, the benefits of lower interest rates and economies of scale associated with a large scale financing may be obtained and passed through to Borrower, for the benefit of the Public Agency and Project located within its jurisdiction.

E. The Sponsor may, under the Act, exercise jointly with any public agency as defined in the Ordinance, any power, privilege or authority which the Sponsor and such public agency share in common and which each might exercise separately.

F. Prior to its effectiveness, this Interlocal Agreement and subsequent amendments hereto shall be filed by the Sponsor with the clerk of court of the circuit within which the Sponsor is located and within which the Public Agency is located.

G. Within the Public Agency there is a demand for the acquisition, construction, rehabilitation, improvement and equipping of the Project, and there is a shortage of readily available capital for investment in such Project. This shortage constitutes a threat to the health, safety, morals, and welfare of the residents of the Public Agency, deprives the Public Agency of an adequate tax base, and causes the Public Agency to make excessive expenditures for crime prevention and control, public health, welfare and safety, fire and accident protection, and other public services and facilities.

H. Such demand cannot be met and such shortage cannot be relieved except through the encouragement of investment by both public and private enterprise and by the stimulation of the acquisition, construction, rehabilitation, improvement and equipping of Projects such as the Project through the use of public financing.

I. The financing and refinancing of the acquisition, construction, rehabilitation, improvement and equipping of the Project and of the real and personal property and other facilities necessary, incidental and appurtenant thereto are public uses and purposes for which public money may be spent, advanced, loaned or granted and are municipal and governmental functions of public concern.

J. The Borrower desires to borrow monies from the Sponsor's Program to finance or refinance the Project.

K. The Ordinance authorizes this Interlocal Agreement and confers upon the Sponsor the authority to loan such funds from the Program to the Borrower to finance or refinance the Project, which is located within the territory and jurisdiction of the Public Agency.

L. It is the intent of the Sponsor to provide an additional method of financing for the Project within the Area of Operation (as defined herein) of the Public Agency through the exercise of the joint powers of the Public Agency and the Sponsor in the manner set forth herein.

M. Neither the Public Agency nor any related person to such Public Agency will, pursuant to any arrangement, formal or informal, purchase any Bonds.

N. The Sponsor has determined that (i) the Project is a "project" and an "educational facility" as defined in Section 159.27, Florida Statutes, (ii) the Borrower's sole member is an organization described in Section. 501(c)(3) of the United States Internal Revenue Code and the Borrower will own and operate the Project, (iii) the Borrower is financially responsible and fully

capable and willing to fulfill its obligations under the applicable loan agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Part II, Chapter 159, Florida Statutes and such other responsibilities as may be imposed under the financing agreement, (iv) the Public Agency will be able to cope satisfactorily with the impact of the Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Projects and on account of any increases in population or other circumstances resulting therefrom, and (v) adequate provision will be made in the financing agreements for the operation, repair, and maintenance of the Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.

O. The provisions of this Interlocal Agreement are found and declared to be necessary and in the public interest as a matter of legislative determination by the Public Agency and Sponsor.

Section 2. Definitions. As used in this Interlocal Agreement, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Area of Operation" shall mean the area within the jurisdiction of the Sponsor, and any area outside the jurisdiction of the Sponsor if the governing body of the public agency within which such outside area is located approves thereof pursuant to interlocal agreement.

"Bonds" shall mean the bonds, notes, debentures, certificates or other evidences of indebtedness issued by the Sponsor under the provisions of the Ordinance, or under any part of the Ordinance, as supplemented by the provisions of any other ordinance or resolution or by general or special law, for purposes of financing or refinancing the Project.

"Resolution" means the Resolution of the City Commission of the City of Kissimmee, Florida adopted March 5, 2024, and authorizing the execution of this Interlocal Agreement.

Section 3. Authorization to the Sponsor. The Public Agency hereby authorizes the Sponsor to provide a loan or loans from the Program to the Borrower in an amount not to exceed \$18,000,000 for the purpose of financing or refinancing the acquisition, construction, rehabilitation, improvement and equipping of the portion of the Project in the Area of Operation. All proceeds of any of the Bonds of the Sponsor will be administered by the Sponsor or its agents (as set forth in Section 6 below) and all payments due from such revenues shall be paid by the Sponsor or its agents without further action by the Public Agency. The Sponsor shall with respect to the issuance of the Bonds to finance the Project have all power and authority of the Public Agency to do all things necessary or convenient to the implementation of the Program for the Borrower within the Area of Operation of the Public Agency, to the same extent as if the Public Agency were issuing its own obligations for such purposes. It is the intent of this Interlocal Agreement that the Sponsor be vested, to the maximum extent permitted by law, with all powers which the Public Agency might exercise with respect to the loan or loans to the Borrower from

the Program to finance or refinance the Project. All such actions shall be taken in the name of and be the special limited financial obligations of the Sponsor.

Section 4. Term. This Interlocal Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten days written notice to the other party hereto; provided, however, the undersigned hereby agree that this Interlocal Agreement may not be terminated by the Public Agency or by any party during any period that the Bonds issued to finance the Project, or during any period in which the proceeds of such Bonds are still in the possession of the Sponsor or its agents pending distribution, unless the parties to this Interlocal Agreement mutually agree in writing to the terms of such termination. It is further agreed that in the event of termination the parties to this Interlocal Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the Program. Nothing herein shall be deemed in any way to limit or restrict the Public Agency from issuing its own obligations, providing its own program or participating in any other program for financing any other project which the Public Agency may choose to finance.

Section 5. Filing of this Interlocal Agreement. It is agreed that this Interlocal Agreement shall be filed by the Sponsor, or its authorized agent or representative in accordance with Section 1(F) hereof.

Section 6. No Financial Obligation. Nothing herein shall be deemed in any way to create any financial obligation of the Public Agency. Neither the provisions, covenants or agreements contained herein and any obligations imposed upon the Public Agency hereunder, nor the Bonds issued pursuant to this Interlocal Agreement, shall constitute an indebtedness or liability of the Public Agency. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Sponsor payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Public Agency in his or her individual capacity and no member, officer, agent or employee of the Public Agency shall be liable personally on this Interlocal Agreement or be subject to any personal liability or accountability by reason of the execution of this Interlocal Agreement.

The Public Agency shall not be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Interlocal Agreement or any documentation or opinions required to be delivered in connection therewith by Public Agency or counsel to either. The Borrower agrees to pay the fees of the Public Agency pursuant to its fee schedule and those of its counsel (including, those of its bond counsel) prior to the recordation of this Interlocal Agreement in accordance with Section 1, the payment of such fees shall be a condition precedent to the effectiveness of this Interlocal Agreement.

The indemnification provisions and provisions providing no liability set forth in the Resolution shall apply in like manner to this Interlocal Agreement, as if fully set forth herein. The Borrower, by its approval and acknowledgment at the end of this Interlocal Agreement, agrees to indemnify and hold harmless the Public Agency, its respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Interlocal Agreement or the issuance of the Bonds. The indemnification obligations of the Borrower shall survive termination of this Interlocal Agreement.

Section 7. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 8. Counterpart Signatures. This Interlocal Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

Section 9. Effective Date. This Interlocal Agreement shall be effective upon execution hereof by the Sponsor and Public Agency and upon filing in accordance with Section 5 hereof.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have caused their names to be affixed by the proper officers thereof as of the date first above written.

**CAPITAL PROJECTS FINANCE
AUTHORITY**

Sponsor

(SEAL)

By: _____

Title: Jacob Eighner, Chairman

Attest:

By: _____

Title: Ashley Wills, Secretary

[SIGNATURE PAGE | INTERLOCAL AGREEMENT]

**CITY OF KISSMMEE
CITY COMMISSION**

(SEAL)

By: _____
Olga Gonzalez, Mayor

ATTEST:

By: _____
Linda Hansell, City Clerk

[SIGNATURE PAGE | INTERLOCAL AGREEMENT]

APPROVAL AND ACKNOWLEDGMENT OF THE BORROWER

Imagine Kissimmee Charter Academy, LLC hereby approves this Interlocal Agreement and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 hereof, by causing this Approval and Acknowledgment to be executed by its proper officer and attested by its proper officer all as of the date of said Interlocal Agreement.

Imagine Kissimmee Charter Academy, LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE | INTERLOCAL AGREEMENT]

ITEM 7.E

Public Works Operations Complex Study

Request

Approval to award the Public Works Operations Complex Study to Barrientos Design & Consulting under the Architectural & Engineering Continuing Services Agreement (contract# 20240133) and budget transfer in the amount of \$153,207 from Professional Services, Vehicle Maintenance, Solid Waste and Tools & Equipment accounts.

Explanation

On December 19, 2023, the City Commission approved the selection of Barrientos Design & Consulting for Architectural & Engineering Services. The Public Works & Engineering Department desires to conduct a Public Works Operations Complex Study with a specific focus on the Fleet Division. This study will take into consideration the number of vehicles currently being maintained, number of technicians, size of the current Fleet garage, and the types of equipment being used. The overall objective will be to develop a plan to catch up with the growth that our Fleet Division has experienced over the last several years and to plan out for future growth. The study will also look at the logistics of the other operations, which include the Streets/Stormwater Division, Facilities Division, Solid Waste Division, & Traffic Division.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56045703 503434	N/A	Increase	\$153,207.00	
00145203 503131	N/A	Decrease	\$35,000.00	
40945503 504649	N/A	Decrease	\$45,000.00	
41145713 504347	N/A	Decrease	\$65,000.00	
41145713 505255	N/A	Decrease	\$8,207.00	

Financial Summary:

Funds are available to cover this expense, requesting approval to do budget transfers from the Professional Services, Vehicle Maintenance, Solid Waste and Tools & Equipment accounts.

Recommendation

Approval to award the Public Works Operations Complex Study to Barrientos Design & Consulting under the Architectural & Engineering Continuing Services Agreement and budget transfer in the amount of \$153,207.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Barrientos Design & Consulting Inc Executed Contract
2. Architectural Services Proposal

Architectural/Engineering Services Master Agreement

THIS ARCHITECTURAL/ENGINEERING MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of the Effective Date (hereinafter defined) by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, by and through its Commission, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “CITY”), and **BARRIENTOS DESIGN & CONSULTING, INC.**, 205 W. Highland Avenue, Suite 303, Milwaukee, WI 53203, whose Federal Identification Number is: 39-1924546 (hereinafter referred to as the “CONSULTANT”).

WITNESSETH:

WHEREAS, the CITY requires certain architectural and/or engineering services to be performed in the City of Kissimmee; and,

WHEREAS, the CITY has solicited for these professional services via RFQ2023-006, an advertised request for qualifications (the “RFQ”), and has received numerous responsive bids thereto; and

WHEREAS, the CONSULTANT remains agreeable to providing the CITY the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the CITY and the CONSULTANT (collectively, the “Parties”) hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Mayor, The City of Kissimmee Commission (the “Effective Date”).

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.

2.0 **CONSULTANT –SERVICES -- GENERAL**

2.1 The CONSULTANT shall provide the CITY complete architectural and engineering services necessary to provide construction documents and administration for various projects (individually a “Project” and collectively, the “Projects”) throughout the Term, as may be further specifically designated and authorized by the CITY in writing. Such authorization shall be in the form of either a Consultant Services Authorization (“CSA”) or a Contract Purchase Order (“CPO”), and all provisions of this Agreement shall apply to the CSA or CPO with full force and effect as if appearing in full within each CSA or CPO. Each CSA or CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution. When the CONSULTANT and the CITY enter into a CSA or CPO where the term

thereof expires on a date that is later than the date of this Agreement, the CONSULTANT and the CITY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA or CPO, as applicable, have been performed. Cancellation by the CITY of any remaining service prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

2.2 The CONSULTANT is not authorized to undertake any Project without a duly executed CSA or CPO, which shall specify the work to be performed. The CONSULTANT recognizes that the CITY may employ several different CONSULTANTS and engineers to perform the services described herein and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 In addition to the services described in this Section 2.0, the RFQ, the Consultant's responsive proposal thereto, and otherwise set forth and described in the body of this Agreement, the CONSULTANT may also be authorized to perform, via a duly executed CSA or CPO, any or all of those services set forth and further described in **Exhibit "B"**, attached hereto and incorporated herein (collectively, the "Services").

3.0 **Project Administration Services**

3.1 The CONSULTANT shall manage the CONSULTANT'S services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings, and communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT'S sub-consultants with those services provided by the CITY and the CITY'S consultants.

3.2 When Project requirements have been sufficiently identified, the CONSULTANT may be required to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and Substantial Completion of the Work.

3.3 The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

3.4 Upon request of the CITY, the CONSULTANT shall make a presentation to explain the design of the Project to representatives of the CITY.

3.5 The CONSULTANT shall submit design documents to the CITY at intervals appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on approvals received from the CITY in the further development of the design.

3.6 The CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the CITY'S budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget, and the CITY shall cooperate with the CONSULTANT in making such adjustments.

3.7.2 Evaluations of the CITY'S budget for the Project, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the CONSULTANT'S judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the CONSULTANT'S methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY'S budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

3.7.3 In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY'S budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the CITY, the

budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

- 3.7.5** If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the CITY elects to revise the Project scope to reduce the Cost of the Work, then the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 Evaluation and Planning Services

- 4.1** The CITY may furnish a program setting forth the CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements. The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or consultant services that may be reasonably needed for the Project.
- 4.2** The CONSULTANT shall provide a preliminary evaluation of the CITY's site for the Project based on the information provided by the CITY of site conditions, and the CITY'S program, schedule and budget for the Cost of the Work.

5.0 Design Services

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The CONSULTANT shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the CONSULTANT's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of

plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and the CONSULTANT; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of design documents shall be delivered to the CITY for review and approval, at the 50% Construction Document Phase, the 100% Construction Document to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. CITY comments shall be incorporated into the next phase of the work. CONSULTANT is entitled to rely upon CITY'S approval that the design conforms to the program at each stage. The CITY and the CONSULTANT agree that they shall not proceed to the next phase, including the Construction Phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the CITY.

6.0 **Contract Administration Services**

6.1 GENERAL ADMINISTRATION

6.1.1 The CONSULTANT shall provide administration of the Contract between the CITY and the Contractor as set forth in the CITY'S Agreement with their Contractor.

6.1.2 The CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the

Contractor and terminates at the issuance to the CITY of the final Certificate for Payment. However, the CONSULTANT may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

- 6.1.3** The CONSULTANT shall be a representative of, and shall advise and consult with, the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.
- 6.1.4** Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6.0 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.
- 6.1.5** The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 6.1.6** If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the CITY'S behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- 6.1.7** The CONSULTANT shall interpret and decide matters concerning performance of the CITY and Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 6.1.8** Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.
- 6.1.9** The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the CITY and CONSULTANT as provided in the Contract Documents. However, the CITY'S decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become generally familiar with and to keep the CITY informed in writing about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the CONSULTANT and Contractor shall communicate through the CITY. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT. The CONSULTANT shall respond to the CITY with the CONSULTANT'S written responses or correspondence within a reasonable length of time.

6.2.5 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT, with the CITY'S approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this

authority of the CONSULTANT nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the CONSULTANT requires inspection or testing of the Work without the CITY'S prior approval, the Work is deemed acceptable, the CONSULTANT will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractor. Review of such submittals is

not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The CONSULTANT shall prepare Construction Change Directives and assist the City with the preparation of change orders and allowance authorizations for the CITY'S approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the

Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the CITY that the requested change be denied.

6.5.3 If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.

6.5.4 The CONSULTANT shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The CONSULTANT shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the CITY, for the CITY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The CONSULTANT'S inspection shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CONSULTANT of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The CONSULTANT shall receive from the Contractor and forward to the CITY: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

7.0 **Facility Operation Services**

7.1 The CONSULTANT shall meet with the CITY or the CITY'S Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the CITY and the CITY'S Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

8.0 **Additional Services**

8.1 The CONSULTANT may be authorized, via a duly executed CSA or CPO, to perform any or all of the additional services as set forth and further described on **Exhibit "B"**.

8.2 The following minimum Design and Contract Administration Services shall be provided by the CONSULTANT without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CONSULTANT.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services shall be provided by the CONSULTANT as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by CITY;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the CITY'S consultants or contractors and making subsequent revisions to the Instruments of Service, with prior approval by CITY.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the CITY after the Guaranteed Maximum Price is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the CITY.

8.4 The CONSULTANT shall furnish or provide the following services only if specifically designated:

- 8.4.1 Programming
- 8.4.2 Land Survey Services
- 8.4.3 Geotechnical Services
- 8.4.4 Space Schematics/Flow Diagrams
- 8.4.5 Existing Facilities Surveys
- 8.4.6 Economic Feasibility Studies
- 8.4.7 Site Analysis
- 8.4.8 Environmental Studies and Reports
- 8.4.9 User-Supplied Data
- 8.4.10 Schedule Development and Monitoring
- 8.4.11 Civil Design
- 8.4.12 Landscape Design
- 8.4.13 Interior Design
- 8.4.14 Value Analysis
- 8.4.15 Cost Estimating
- 8.4.16 On-Site Project Representation
- 8.4.17 Construction Management
- 8.4.18 Start-up Assistance
- 8.4.19 Record Drawings
- 8.4.20 Post-Contract Evaluation
- 8.4.21 Tenant-Related Services
- 8.4.22 Underground Field Drainage

9.0 **Compensation**

- 9.1 In consideration of the Services provided by the CONSULTANT pursuant to this Agreement, the CITY shall pay CONSULTANT compensation which may be negotiated as either a not-to-exceed price or a lump sum amount, in the CITY's sole discretion.
- 9.2 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "A"**. The Hourly Rate Schedule identifies all job

classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

- 9.3 All invoices must reference this Agreement number, using an invoice form approved by the CITY.
- 9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be delivered to:

The City of Kissimmee

Public Works & Engineering

Attention: Facilities Management Director

101 Church Street

Kissimmee, FL 34741

- 9.5 In order for both parties herein to close their books and records for a particular Project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY for such Project. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.
- 9.6 Payment of the final invoice for any particular Project shall not constitute evidence of the CITY's acceptance of the Work or Services.
- 9.7 Pursuant to Section 9.2, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction.
- 9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the CONSULTANT. The amendment shall be based upon 7% of the additional cost of the work that has been added to the project where the CONSULTANT participated in the design process.
- 9.9 If the services of the CONSULTANT are changed as described in Section 47.2.1 or

47.2.2, the CONSULTANT'S compensation shall be adjusted. Such adjustment shall be computed as a fixed fee on a task-by-task basis, or, in the discretion of the CITY, in an otherwise equitable manner. Adjustments to the CONSULTANT'S compensation may be approved by the Facilities Management Director, providing the compensation adjustment does not exceed the amount specified in the applicable CSA or CPO.

- 9.10 Forty (40) calendar days shall be allowed for the CITY's inspection and approval of the goods and services for which any invoice has been submitted.
- 9.11 No deduction shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
- 9.12 If any work designed or specified by the CONSULTANT during any phase of service is abandoned or suspended in whole or in part, the CONSULTANT is to be paid for the service performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 **Reimbursable Expense**

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

- Overnight Deliveries
- Reproduction
- Sub-Consultant
- Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Osceola County)

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, for pre-approved out-of-county travel (excluding travel from home offices located outside of Osceola County to the Osceola County line).

10.4 Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Kissimmee Public Works and Engineering Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The CITY shall reimburse the CONSULTANT for any documents required over and above the number specified in this Agreement per the City's Reimbursable Schedule that is attached hereto as **Exhibit "C"**.

11.0 **Project Team**

11.1 The Project Team, including the CITY'S Designated Representative and the CONSULTANT'S Designated Representative, shall be as specified in the applicable CSA or CPO.

11.2 The Commission (the "Board") hereby authorizes the CITY'S Designated Representative to act as the Board's agent and execute documents associated with a particular project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and permits from applicable agencies.

11.3 The persons or entities, in addition to the CITY'S Designated Representative, who have rights to review the CONSULTANT'S submittals to the CITY, shall be as specified in the applicable CSA or CPO.

11.4 The CITY'S other consultants and the CONSULTANT'S sub-consultants or any other person or entity retained at the CONSULTANT'S expense shall be as specified in the applicable CSA or CPO.

12.0 **Consultant's Standard of Care**

12.1 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance of the CONSULTANT'S services which initially shall be consistent with the time periods established in the applicable CSA or CPO and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the CITY'S review, for the performance of the CITY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. The CONSULTANT or CITY shall not, except for reasonable cause, exceed time limits established by this schedule approved by the CITY.

12.2 The CONSULTANT'S Designated Representative, identified in the

applicable CSA or CPO, shall be authorized to act on the CONSULTANT'S behalf with Respect to the Project.

12.3 The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT'S consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the CITY.

12.4 Except with the CITY'S knowledge and prior express written consent, the CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S professional judgment with respect to the Project.

12.5 The CONSULTANT shall review laws, codes and regulations applicable to the CONSULTANT'S services. The CONSULTANT shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The CONSULTANT shall use skilled and competent personnel to perform the services.

13.0 **Insurance**

13.1 **General Provisions**

13.1.1 The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY .

13.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of the CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CITY.

13.1.4 Any failure by the CONSULTANT to comply with the requirements of this section to provide insurance, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance;

13.1.5 The CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

13.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All CONSULTANT's sub-consultants shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

13.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.4 Professional Liability Insurance. \$2,000,000 for design errors and omissions, exclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific Project and time frame.

13.5 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each Project if required and agreed to under the applicable CSA or CPO for the Project.

13.6 Worker's Compensation. CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. \$1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CITY and the CONSULTANT agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CITY) protect and hold the CITY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), and including, without limitation, any liability or loss resulting from judgments or claims for personal injury, including death, or damage to any property whatsoever, which directly or indirectly result from or arise in connection with (i) the failure of the CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's sole negligence.

14.2.2 The CITY's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 Independent Contractor

15.1 The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance.

15.3 The CONSULTANT shall work closely with the CITY in performing Services under this Agreement.

15.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

15.5 The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 **Subcontracting**

18.1 The CITY reserves the right to accept the use of any proposed subcontractor or sub-consultant of the CONSULTANT (for purposes of this Section 18.0 referred to as a “subcontractor”), or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

18.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

19.0 **Federal and State Taxes**

19.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY’s Tax Exemption Number in securing such materials.

20.0 **Public Entity Crimes**

20.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes apply to the CONSULTANT, relating to conviction for a public entity crime.

21.0 **CITY’s Responsibilities**

21.1 The CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY’s possession that may reasonably be required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the CITY.

22.0 **Termination of Agreement**

22.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

22.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT.

22.3 Unless the CONSULTANT is in breach of this Agreement, the

CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the CITY, the CONSULTANT shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

23.0 **Uncontrollable Forces (Force Majeure)**

23.1 Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

23.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

24.0 **Governing Law and Venue**

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Osceola County.

25.0 **Non-Discrimination**

25.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 **Waiver**

26.1 A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 **Severability**

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 **Entirety of Agreement**

28.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those

stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

29.0 **Modification**

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the CITY and the CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both Parties.

30.0 **Successors and Assigns**

30.1 The CITY and the CONSULTANT each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other Party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment, which approval may be withheld in the CITY's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the City of Kissimmee Commission by executed amendment.

31.0 **Contingent Fees**

31.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 **Truth-In-Negotiation Certificate**

32.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Certificate within one (1) year following payment.

33.0 **Ownership of Documents**

33.1 The CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. The CONSULTANT is not liable for any damages, injury or costs associated with the CITY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

34.0 **Access and Audits**

34.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the City Auditor to the Commission shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 **Notice**

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City:

City of Kissimmee

Public Works & Engineering Department
Facilities Management Division
101 Church Street
Kissimmee, FL 34741
Attn: Purchasing Director

As to Consultant:

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the CITY.

36.0 Service of Process

As to City:

City Attorney

City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

As to Consultant:

BARRIENTOS DESIGN & CONSULTING, INC.

37.0 Key Personnel

37.1 The CONSULTANT shall notify the CITY in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The CONSULTANT, at the CITY's request, shall remove without consequence to the CITY any subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CITY has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name:

Name:

Norman Barrientos, AIA Principal-in-Charge

Patrick Wesley, AIA, Project Manager

Neil Bierwirth, Project Architect

Joshua Koch, Project Architect

Isabelle Jardas, Design Architect

Alyssa McKinnon, Design Architect

Lisa Morgen, Interior Designer

38.0. **Annual Appropriations**

38.1 The CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement 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. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Liquidated Damages**

39.1 The parties hereto agree that liquidated damages, in lieu of actual damages and in the amount stated in the applicable CSA or CPO, will be assessed against the CONSULTANT, as the CITY's remedy and not as a penalty, for CONSULTANT'S failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in the proportion to CONSULTANT'S fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT'S reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as it would be difficult or impossible to accurately determine the amount of actual damages the CITY would or may incur as a consequence of the CONSULTANT's failure described above.

40.0 **Unauthorized Alien(s)**

40.1 The CONSULTANT shall not employ or utilize unauthorized aliens in the performance of the Services. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of this Agreement.

40.2 To verify employee eligibility, the CONSULTANT may avail itself of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

41.0 Limitation of Liability

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 Default and Remedy

42.1 If the CONSULTANT materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the CONSULTANT, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the CITY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CITY receives written notice of the default from the CONSULTANT, then the CONSULTANT shall have the right to immediately terminate this Agreement by delivering written notice to the CITY. Upon any such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all Services performed through the date of Agreement termination.

43.0 Attorneys' Fees and Costs

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 Public Records Law

44.1 CONSULTANT acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement.

44.2 CONSULTANT shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software,

or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

44.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the CITY.

44.4 Questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, shall be directed to the CITY's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

45.0 **Americans with Disabilities Act**

45.1 The CONSULTANT shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but CITY shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). CITY and CONSULTANT further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the CONSULTANT to make the required modifications, such modifications shall be considered as Contingent Additional Services. Further, CITY acknowledges, that the ADA, including ADAAG, is a new law presenting numerous difficult interpretation issues. Accordingly, the CONSULTANT shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, any CSA or CPO issued hereunder, the CITY'S contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the CITY of all elements of the Project designed or specified by the CONSULTANT.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the CITY and equipment designed,

specified, selected or specially provided for by the CONSULTANT, including the costs of management or supervision of construction or installation provided by a separate construction manager or CONSULTANT.

46.2.2 The Cost of the Work does not include the compensation of the CONSULTANT and the CONSULTANT'S sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the CITY.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Project is completed, in accordance with the contract documents and certified as such by the CITY and CONSULTANT.

46.3.2 The Project is suitable for full use and occupancy as determined by the CITY and CONSULTANT.

46.3.3 All Punchlist items have been completed or otherwise disposed of or accounted for to the CITY'S satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the CITY.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the CITY during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the CONSULTANT.

46.6 **Substantial Completion** means the Contractor has ascertained that the work or portions thereof is ready for the CITY and CONSULTANT substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the CITY and CONSULTANT prior to this inspection. After the CITY'S and CONSULTANT's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the CITY'S review. The CITY and CONSULTANT will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the CONSULTANT, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the CITY can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT'S sub-consultants are Instruments of Service for use solely with respect to this Project. The CONSULTANT and the CONSULTANT'S sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the CONSULTANT grants to the CITY a nonexclusive license to reproduce the CONSULTANT'S Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the CITY shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the CONSULTANT'S sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the CITY shall refrain from making further reproductions of Instrument of Service. If and upon the date the CONSULTANT is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CITY to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The CITY shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT. However, the CITY shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet

official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and the CONSULTANT'S sub-consultants. The CITY agrees to pay the CONSULTANT a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The CITY shall not be responsible to pay the CONSULTANT for the use of the designs, drawings or specifications when used for reference purposes only.

- 47.1.4 If the CONSULTANT is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the CONSULTANT shall be the official records of the CONSULTANT'S service provided upon completion of the services and payment in full. The CITY shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the CONSULTANT harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the CITY without the CONSULTANT'S consent. Under no circumstances shall transfer of drawings and other instruments of service on electronic media for use by the CITY, be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

- 47.2.1 Change in Services of the CONSULTANT, including services required of the CONSULTANT'S sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the CONSULTANT'S control, or if the CONSULTANT'S services are affected as described in Section 47.2B-2. In the absence of mutual agreement in writing, the CONSULTANT shall notify the CITY prior to providing such services. If the CITY deems that all or part of such Change in Services is not required, the CITY shall give prompt written notice to the CONSULTANT, and the CONSULTANT shall have no obligation to provide those services. Except for a change due to fault of the CONSULTANT, Change in Services of the CONSULTANT shall entitle the CONSULTANT to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.
- 47.2.2 If any of the following circumstances affect the CONSULTANT'S services for the Project, the CONSULTANT shall be entitled to an appropriate adjustment in the CONSULTANT'S schedule and compensation:
- 47.2.2.1 Change in the instructions or approvals given by the CITY that constitute material changes to the Project parameters set forth above

and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the CITY'S schedule or budget, or procurement method;

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the CONSULTANT's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, CITY may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the CITY choose to make this selection, it shall not be considered Fast Track, or in any way relieve the CONSULTANT of its responsibilities and obligations set forth herein.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Attest:

Linda Hansell
CITY CLERK



By: Linda S. Hansell
City Clerk

CITY OF KISSIMMEE,
a Municipal Corporation of the
State of Florida

By: Olga Castano for
Mayor
City of Kissimmee Commission

Date Approved by Commission: 12/19/2023

Reviewed as to form and legal sufficiency:

Olga Sanchez de Fuentes

City Attorney's Office Date

CONSULTANT

Attest:

Norman Barrientos, AIA
Corporate Secretary

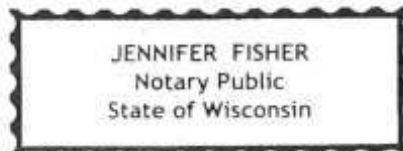
By: Norman Barrientos

Title: President

STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

The foregoing instrument was acknowledged before me this 21 day of November, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Jennifer Fisher
Print Name: Jennifer Fisher
My Commission Expires: June 26, 2024

EXHIBIT “A”

HOURLY RATE SCHEDULE

Norman Barrientos, AIA	Principal-in-Charge	\$294.00
Patrick Wesley, AIA,	Project Manager	\$182.00
Neil Bierwirth,	Project Architect	\$135.00
Joshua Koch,	Project Architect	\$135.00
Isabelle Jardas,	Design Architect	\$102.00
Alyssa McKinnon,	Design Architect	\$102.00
Lisa Morgen,	Interior Designer	\$147.00

EXHIBIT “B”

SCOPE OF SERVICES

In accordance with Sections 2.3 and 8.1 of the Agreement, in addition to any other Services described in the Agreement, the RFQ, and the CONSULTANT’s responsive proposal thereto, the CONSULTANT may also be authorized to perform any or all of those services set forth and further described below. In the event the CITY requests the CONSULTANT to furnish and perform any of the services listed and described in this Exhibit “B”, those services shall be listed and incorporated in the applicable CSA or CPO issued for a particular Project.

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by CONSULTANT during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT’s Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. City agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the CONSULTANT's services throughout the design of the project. Key decision-making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the CONSULTANT to the following client representatives:

- 1.6.1. City of Kissimmee Commission
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Construction Manager

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/DATA COLLECTION

2.1. Space Needs Assessments

- 2.1.1. Macro Level Space Requirements Analysis
- 2.1.2. Macro Level Adjacency Requirements
- 2.1.3. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

- 2.2.1. Land Utilization
- 2.2.2. Building locations
- 2.2.3. Utility Systems
- 2.2.4. Surface and subsurface conditions (By Owner)
- 2.2.5. Vegetation (By Owner)
- 2.2.6. Survey (By Owner)
- 2.2.7. Land Use Restrictions
- 2.2.8. Historical analysis
- 2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

- 3.1.1. Functional Requirements Analysis
- 3.1.2. Interior Development Guidelines
- 3.1.3. Space Standards

- 3.1.4. Preliminary Program Space Estimates
- 3.1.5. Space and Equipment Program
- 3.1.6. Special Building System Requirements
- 3.1.7. Micro-Adjacency Requirements
- 3.1.8. Prepare Final Draft Program
- 3.1.9. Prepare Final Program Report

4. MASTER PLANNING

- 4.1** Prepare three different conceptual approaches for housing the space and parking requirements validated in the Needs Assessment. Include the following information, at a minimum:
 - 4.1.1 Existing facility renovation recommendations
 - 4.1.2 Site development planning issues (land utilization, pedestrian and vehicular circulation, parking, areas for expansion, stormwater retention/detention and landscape forms)
 - 4.1.3 Architectural concepts. The architectural concepts will include blocking and stacking diagrams, massing studies and character sketches.

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts

- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and Specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria
 - 5.2.2.3. Foundation design criteria
 - 5.2.2.4. Preliminary sizing of major structural components
 - 5.2.2.5. Critical coordination clearances
- 5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

- 5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - 5.3.1.1. Energy source(s)
 - 5.3.1.2. Energy conservation and controls system concepts
 - 5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)
 - 5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)
 - 5.3.1.5. Plumbing
 - 5.3.1.6. Fire protection
 - 5.3.1.7. General space requirements
- 5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 5.3.2.1. Approximate equipment sizes and capacities

- 5.3.2.2. Preliminary equipment layouts
- 5.3.2.3. Required space for equipment
- 5.3.2.4. Required chases and clearances
- 5.3.2.5. Acoustical and vibration control
- 5.3.2.6. Visual impacts
- 5.3.2.7. Energy conservation measures

- 5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

- 5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
 - 5.4.1.1. Power service and distribution
 - 5.4.1.2. Lighting
 - 5.4.1.3. Communication and data outlet location systems
 - 5.4.1.4. Fire detection and alarms
 - 5.4.1.5. General space requirements
 - 5.4.1.6. Audio/Visual systems
- 5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 5.4.2.1. Criteria for lighting, electrical and communications systems
 - 5.4.2.2. Approximate sizes and capacities of major components
 - 5.4.2.3. Preliminary equipment layouts
 - 5.4.2.4. Required space for equipment
 - 5.4.2.5. Required chases and clearances
- 5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

- 5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - 5.5.1.1. On-site utility systems
 - 5.5.1.2. Fire protection systems
 - 5.5.1.3. Drainage systems

5.5.1.4. Paving

- 5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.
- 5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.
- 5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. City shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1.Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of

outline Specifications or materials lists to establish final scope and preliminary details relative to:

- 5.7.2.1. Interior construction of the Project
- 5.7.2.2. Special interior design features
- 5.7.2.3. Space planning
- 5.7.2.4. Materials, finishes and colors
- 5.7.2.5. Furniture and equipment layouts

- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

- 5.8.1. Design Development:
 - 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.
 - 5.8.1.2. Begin development of sign prototypes.
 - 5.8.1.3. Develop preliminary location plans.
- 5.8.2. Construction document preparation.
- 5.8.3. Construction observation and submittal review.
- 5.8.4. Interior sign types to include:
 - 5.8.4.1. Primary room ID (changeable name inserts in some locations).
 - 5.8.4.2. Restroom ID.
 - 5.8.4.3. Stairway ID and stairway level ID.
 - 5.8.4.4. Building Code required ID.
 - 5.8.4.5. Fire exit plan.
 - 5.8.4.6. Building directories.
- 5.8.5. Exterior sign types include:
 - 5.8.5.1. Main entrance identification.
 - 5.8.5.2. Vehicular directional.
 - 5.8.5.3. Regulatory / Warning identification.
 - 5.8.5.4. Parking areas; handicap parking, authorized vehicles, visitor parking, etc.
- 5.8.6. Donor Recognition / Dedication Plaques – Prepare conceptual designs illustrating a graphic solution to recognize a significant donor for the facility.

5.9. Materials Research/Specifications:

- 5.9.1. During the Schematic Design phase consisting of:
 - 5.9.1.1. Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.

- 5.9.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.
- 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1. Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2. Coordination of similar activities of other disciplines.
 - 5.9.2.3. Production of design manual including design criteria and outline specifications or material lists.
- 5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:
 - 5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.
 - 5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).
 - 5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - 5.9.3.4. Coordination of the development of Specifications by other disciplines.
 - 5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.
- 5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the Architect/Engineer shall provide the Owner with two (2) sets of drawings and specifications. At the conclusion of Construction Documents one set of reproducible will also be made available to the City for printing of Bid Documents by the City or the Construction Manager.

6. BIDDING OR NEGOTIATION SERVICES

- 6.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:
 - 6.1.1. Coordination
 - 6.1.2. Reproduction by Owner
 - 6.1.3. Completeness review
- 6.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings,

Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. Bidding/Negotiation services consisting of:

6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

7.1. Submittal Services consisting of:

7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.

7.1.2. Distribution of submittals to Construction Manager.

7.1.3. Related communications.

7.2. Observation services consisting of periodic visits by the Project Manager or Project CONSULTANT to the site at intervals appropriate to the state of the work or as otherwise agreed by the Owner and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Periodic site visits by other staff to observe the progress of the project.

7.3. Responses to Requests for Information (RFI)

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents.

7.4. Supplemental Documentation services consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.

7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner -relative to changed requirements and schedule revisions.

7.5. Quotation Requests/Change Orders consisting of:

- 7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.
- 7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.
- 7.5.3. Review and recommendations relative to changes in time for Substantial Completion.
- 7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
- 7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
- 7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

- 7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.
- 7.6.2. Evaluation of Applications for Payment and certification thereof.
- 7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

- 7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.
- 7.7.2. Rendering written decisions.

7.8. Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

- 7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
- 7.8.2. Recommendation of the amounts to be withheld until final completion.
- 7.8.3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
- 7.8.4. Issuance of Certificate(s) of Substantial Completion.
- 7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.
- 7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.

- 7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
- 7.8.8. Issuance of final Certificate(s) for Payment.
- 7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

- 8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
- 8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.
- 8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.
- 8.1.4. Transmittal one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on CD.

8.2. Warranty Review consisting of:

- 8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee):

9.1. Owner-Provided Services:

- 9.1.1. Environmental assessment of site, if necessary.
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.
- 9.1.4. Distribution of Contract Documents to Construction Manager for estimating and bidding purposes.

- 9.2. Mock-Up Services** relating to any space for study during the design phases and consisting of:
- 9.2.1. Design and documentation for the required mock-up.
 - 9.2.2. Construction administration of mock-up construction activities.
 - 9.2.3. Arrangements for testing performance of mock-up.
 - 9.2.4. Review, analysis and reporting of results.
- 9.3. Prepare an Inventory** of existing furniture and equipment that will be placed in the new facilities.
- 9.4. Value Engineering** – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer (“VE”) to perform the above review services to be complete at a stage no later than the completion of schematic design, or may pay a mutually negotiated sum “at the time the services are requested” to CONSULTANT to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.
- 9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to CONSULTANT for its review and adequate time will be provided for CONSULTANT to respond to these recommendations. CONSULTANT may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and CONSULTANT. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that CONSULTANT shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.
- 9.5. Commissioning** – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. CONSULTANT would prepare this service in conjunction with an independent contractor experienced in such activities.
- 9.6. Structural Blast Resistance** - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require an additional blast consultant to be obtained.
- 9.7. Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring,

operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan CONSULTANT will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

- 9.7.1. **Schematic Design (SDs):** CONSULTANT will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, CONSULTANT will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.
- 9.7.2. **Design Development (DDs):** CONSULTANT will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. CONSULTANT will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.
- 9.7.3. **Construction Documents (CDs):** Upon completion of this review, CONSULTANT will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, CONSULTANT will provide, at the completion of the Construction Documents phase, two (2) copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. CONSULTANT will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.
- 9.7.4. **Bidding:** CONSULTANT will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.
- 9.7.5. **Construction Administration (CA):** CONSULTANT will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion CONSULTANT will provide two persons for one day (16 hours total) to review and test the Electronic Security System.
 - 9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.
 - 9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design** - The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1. Assistance Stations

9.7.6.2. Parking Area Equipment (cameras, card access control)

9.7.6.3. Wireless Duress

9.7.6.4. Hydraulic Barriers

9.7.6.5. Biometrics

9.7.6.6. Perimeter protection systems

9.7.6.7. Post Construction Services: CONSULTANT will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.



EXHIBIT C

SCHEDULE OF REIMBURSABLES

1. Reproduction Cost			
A.....	Regular Copying	Single Side	Double
Sided			
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet	
8 ½ x 11 (color)	\$ 0.30/page	\$ 0.40/sheet	
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet	
8 ½ x 14 (color)	\$ 0.30/page	\$ 0.40/sheet	
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet	
11 x 17 (color)	\$ 0.40/page	\$ 0.50/sheet	
9 ½ x 24 Single Side Only.....	\$ 1.00/page		
17 x 22 Single Side Only.....	\$ 2.00/page		
18 x 24 Single Side Only.....	\$ 2.00/page		
24 x 36 Single Side Only.....	\$ 3.00/page		
30 x 30 Single Side Only.....	\$ 5.00/page		
32 x 34 Single Side Only.....	\$ 5.00/page		
Other sizes-per square inch	\$ 0.03/page		
Compact Digital Disk	\$ 6.00/disk		
B. Blueprint Copy.....		\$10.00/page	
2. Subcontractor Services		Actual Costs	
3. Special Consultants		Actual costs	
4. Telecommunications			
A. Local		Non-reimbursable	
B. Non-Local		Actual Costs	
5. Computer Services		Non-reimbursable	
6. Travel Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook		
7. Postage, Fed Express, UPS		Actual Costs	
8. Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs		

EXHIBIT D

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP2023-006 PROJECT NAME: Architectural and Engineering Services

THE CITY OF KISSIMMEE, a MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (CITY), WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Attest:

CONSULTANT

By:

Norman Barrientos

Norman Barrientos, AIA

Corporate Secretary

Title: President

STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

The foregoing instrument was acknowledged before me this 21 day of November, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

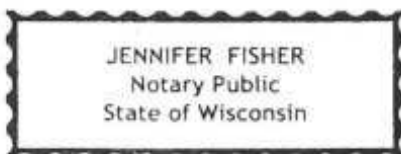
Notary Seal:

Notary:

Jennifer Fisher

Print Name: Jennifer Fisher

My Commission Expires: June 26, 2024.





January 14, 2024

Mr. Ashley Willis
Public Works Director/City Engineer
City of Kissimmee Public Works
101 Church Street
Kissimmee, FL 34741

**RE: PUBLIC WORKS OPERATIONS COMPLEX FACILITY NEEDS & CONCEPTUAL
DESIGN
Architectural Services Letter - Alternate One**

Dear Ashley,

Barrientos Design & Consulting is pleased to present this proposal of architectural services for the development of a facility needs program and conceptual design for a redeveloped Public Works Works Operations Complex at the current N. Alaska Avenue and Mabbette St. location.

Barrientos Design has submitted a separate scope of services that focuses solely on Fleet Management's expansion and it does not address the other Divisions located at the DPW Operations Complex. This scope of work includes the Fleet Management's facility expansion scope and expansion of all the other Division's located at this site.

This Public Works Operations Complex study will involve the building and yards for these Divisions:

1. Streets
2. Stormwater
3. Traffic
4. Sanitation
5. Fleet
6. Facility Maintenance
7. Employee Health Clinic

Each of these Divisions currently has their own building, except that one building is shared by Fleet, Health and Lynx. Common yard facilities include access drives, employee parking, security fence, equipment and vehicle storage areas. Fleet also maintains the fueling station and truck wash.

The TOHO and Lynx facilities are not included in this study, only to the extent as to how they affect circulation and access. It is assumed for now that their buildings and yard areas will stay in place.

The current complex was developed with an approach where each Division has their own building space for their crews, shops and parts. The Yard though, is loosely divided up between the Divisions with an overlap of traffic patterns between the Divisions.

Now that all Divisions have experienced growth in their operations since the initial construction, this segmented approach has proven to be an inefficient use of the site area. The DPW's initial thought is that if all the Divisions were brought under one structure, a tighter building footprint could be developed leaving more room for Yard and circulation functions. Moreover, DPW is looking to have a facility arrangement that supports operational sequences, traffic flow, relationships between groups, and effective use of the Yard facilities.

SCOPE OF WORK

The intent of this study work is to define current and future space needs of each Division, and then to create concept building and site plans that realign the buildings and yard functions for expansion or reconstruction. The above DPW Divisions are assumed to all stay at this site and within the current area of the DPW Operations Complex.

The first task, Facility Needs Program, will establish the building and site design criteria including defining each Division's workflow of operations, building needs, future trends integration, benchmarking with industry standards, and generating optimal building and site plan arrangements. This activity will be conducted through focused discussion groups with pertinent staff and onsite visits.

The second task, Concept Plans, will develop options to expand, add or reconstruct the Division's buildings while realigning the site. After an analysis of the existing buildings and site conditions, the Concept Plans will create phased redevelopments of the different Division buildings along with proposed construction schedules and costs.

Specific tasks and deliverable for each of these Tasks are as follows:

TASK 1 – FACILITY NEEDS PROGRAM

- 1) Conduct a Kick-off Workshop focusing on the vision for the Operations Complex, the organizational structural, operational delivery methods, current facility usage and overview of building and yard needs.
- 2) Conduct onsite interviews with each Division's key staff on the operations, equipment parking, parts storage, staff support, administrative areas and public interface.
- 3) Intake facility data on, fleet and equipment composition, major fixed equipment, parts and bulk storage, fueling, crew support, and officing needs.
- 4) Tabulate existing square footage by room and function groups for each Division.

- Develop diagram plan of existing Division buildings and note their square footage.
- 5) Observe the flow of repairs, traffic, material, deliveries, staging and personnel throughout the Complex. Document the sequence of Yard events throughout the day.
- 6) Recommend the best relationship major rooms should have to each other along with grouping these into compatible zones.
- 7) Create relationship diagrams that diagrammatically document the flow of operations and their adjacency requirements.
- 8) Assess the future growth of Division activities along with prospective changes in staff, equipment, vehicles, and parts. A percent increase in growth over the next ten years will be developed.
- 9) Project out what an alternative fuel fleet size maybe in the next five years. Identify infrastructure needs for power and charging.
- 10) Develop an Optimal Room Tabulation Program that identifies the needed space and configuration for each Division. Compare recommended square feet against existing square feet and identify percentage increases.
- 11) Create an Optimal floor plan that expresses the sizing, relationships and operational flow required for the Complex.
- 12) Create an optimal Yard layout with the Fleet Building integrated into the design. Recommend minimal acreage and site development features.
- 13) Document the Facility Needs report and review with the City.

TASK 2 – CONCEPTUAL DESIGN

- 1) Through existing plans and GIS plan information develop outline floor plans of each Complex building. Similarly, create diagram site plan of site structures and yard features.
- 2) Assess the condition of Complex buildings and determine which merit reuse for future redevelopment. We will document each building's function and overall footprint dimensions.
- 3) Analyze traffic patterns of the DPW complex including Toho and LYNX operations. Assess where the bottlenecks are and recommend an efficient traffic sequence.
- 4) Based on the Facility Program, create Conceptual building and site plans Options for an improved Operations Complex as follows:
 - a) Add onto the existing Fleet Repair Garage to the north and south concrete pads. Remodel interior of building for Parts Storage.
 - b) Demolish Fleet Repair Bays and rebuild a new Repair Garage to the extent possible. Remodel interior of building for Parts Storage. Remodel Yard facilities.
 - c) Demolish Streets, Traffic, Stormwater and Sanitation's buildings and add new structure to north end of existing Fleet Garage.
 - d) Reconfigure Health Clinic offices within existing space.
 - e) Rebuild Streets, Traffic, Stormwater and Sanitation into one new building.
 - f) Demolish most buildings and rebuild a unified Operations Building and realign the Yard.

- 5) For each of the Options above, concept plan schemes will be developed illustrating reuse, expansion, demolitions, and new building construction. Similarly, major site features will be documented for reuse and redevelopment.
- 6) Assess site improvements needed and impact to surrounding land uses, including the Airport.
- 7) Identify the benefits and features of each Option.
- 8) Review the Concept plans with City staff and select one as the recommended Concept.
- 9) Document infrastructure approach for maintaining electric vehicles.
- 10) For the recommended Concept, Develop phasing plans, design schedules and cost estimates.
- 11) Submit Conceptual Design in report format and provide a presentation.

Over both Tasks, Barrientos Design will provide up to six onsite meetings, including a final presentation. Our onsite meetings will be from one to two days in duration.

SCHEDULE

Barrientos Design will provide the above work over a seven-months period. By the six months, we will provide a 90% report of our work, and in the last month conduct final reviews and edits.

FEE

Barrientos Design proposes a lump-sum of \$153,207 for the above scope of work. Our fee includes travel expenses but any reproduction costs for use by the City will be expensed.

We look forward to the City of Kissimmee's positive review of our proposal and to defining the future of your improved DPW Operations Complex

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.



Norman Barrientos, AIA, LEED



BARRIENTOS
design & consulting

ACCEPTANCE

CITY OF KISSIMMEE PUBLIC WORKS

Ashley L. Willis

Ashley Willis,
Public Works Director

2/26/24

Date

ITEM 7.F

Justice Assistance Grant Award

Request

Approval to accept the Justice Assistance Grant - Countywide (JAG-C) Program in the amount of \$9,685.84 (Contract #20240248) and approval to amend the budget accordingly.

Explanation

The Kissimmee Police Department began the application process for the Countywide JAG-C grant in August 2023. KPD applied for grant funding to purchase ballistic helmets.

On February 2, 2024, the City received the award agreement from the Florida Department of Law Enforcement which requires the signature of the City's chief official, identified as the Mayor Kissimmee, per the grant application.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11500331-331200	JAGC24 HLMT	Increase	9,686.00	
11530306-505257	JAGC24 HLMT	Increase	9,686.00	

Financial Summary:

This is a reimbursement grant. Upon completion, an invoice will be sent for reimbursement.

Recommendation

Approval for the City of Kissimmee Police Department to accept the Justice Assistance Grant - Countywide (JAG-C) allocation of \$9,686.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. (S) JAG R7106 Federal Award Agreement - Wet Signature Required

City of Kissimmee

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Kissimmee

Recipient SAM UEI: DPHBBJP7RHY3

Award Number: R7106

Award Period: 10/01/2023 – 09/30/2024

Award Title: C-R7106: Ballistic Helmets

Federal Funds: \$9,685.84

Matching Funds: \$0.00

Total Funds: \$9,685.84

CFDA: 16.738

Federal Award Number: 15PBJA-22-GG-00656-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Kissimmee (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work

Appendix B – Deliverables

Appendix C – Approved Budget

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation

includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7106
Award Title: C-R7106: Ballistic Helmets
Award Period: 10/01/2023 – 09/30/2024

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient City of Kissimmee

Signature: _____

Typed Name and Title: Olga Gonzalez, Mayor

Date: _____

***** If using a designee, sign in the “Chief Official Designee” section below. *****

Chief Official Designee (optional) City of Kissimmee

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	R7106
Recipient:	City of Kissimmee
Award Title:	C-R7106: Ballistic Helmets
Award Period:	10/01/2023 - 09/30/2024

Problem Identification

The City of Kissimmee Police Department is seeking additional ballistic protective equipment to improve overall officer safety, and response effectiveness, as well as to improve recruitment and retention efforts.

The City of Kissimmee has experienced an increase in active shooter situations since 2018, and this year alone, several officers have been shot in the line of duty. All Kissimmee officers are provided body armor to protect their body, however, there are approximately 85 sworn law enforcement officers that have ballistic helmets.

Scope of Work

The City of Kissimmee will be purchasing approximately 22 level ballistic helmets with an attachable face shield to ensure the safety of their officers. These helmets have a IIIA protection level against projectiles, as well as shock absorption against low velocity impact and fragmentation protection at 650 meters per second.

Appendix B - Deliverables

Award Number: R7106
Recipient: City of Kissimmee
Award Title: C-R7106: Ballistic Helmets
Award Period: 10/01/2023 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure helmets with face masks.	
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.	
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.	
Deliverable Price:	Total payments for this deliverable will be approximately	\$9,685.84

Appendix C - Approved Budget

Award Number:	R7106		
Recipient:	City of Kissimmee		
Award Title:	C-R7106: Ballistic Helmets		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	\$9,685.84	\$0.00	\$9,685.84
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
Ballistic helmets with face shields	22 helmets with face shields @ \$440.72 each= \$9695.84.	\$9,685.84	\$0.00	\$9,685.84
Any amount over the allocated amount will be covered by the City of Kissimmee.				
D. Equipment Subtotal:				\$9,685.84

Appendix D: Award Contacts

Award Number: R7106
Recipient: City of Kissimmee
Award Title: C-R7106: Ballistic Helmets
Award Period: 10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

Name: Michael Tilton
Title: Captain
Address: 8 N. Stewart Ave.
Kissimmee, FL 34741-5499
Phone: 407-847-0176
Email: michael.tilton@kissimmee.gov

Recipient Chief Official (CO)

Name: Olga Gonzalez
Title: Mayor
Address: 101 Church Street
Kissimmee, FL 34741
Phone: 407-847-0176
Email: olga.gonzalez@kissimmee.gov

Recipient Chief Financial Officer (CFO)

Name: Pamela Lynch
Title: Department Financial Officer
Address: 8 N. Stewart Ave.
Kissimmee, FL
Phone: 407-847-0176
Email: pamela.lynch@kissimmee.gov

Appendix E: Special Conditions

Award Number: R7106
Recipient: City of Kissimmee
Award Title: C-R7106: Ballistic Helmets
Award Period: 10/01/2023 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0002 WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2023. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition

Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18,

1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”
- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only

partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient

agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues

that arise in connection with audits, investigations, or reviews.

- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, “Audit Requirements” s. 215.97, F.S., “Florida Single Audit Act” and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, “Local Governmental Entity Audits” and “Florida Single Audit Act Audits Nonprofit and For-Profit Organizations.”

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified ass Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the “Certification of Audit Exemption” form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a

detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).

- 3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 **Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200,

Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent,

affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

- 27.0 For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the

Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.

12.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

- 20.0 For JAG: Extreme Risk Protection Programs** – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.
- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

ITEM 7.G

Climate Pollution Reduction Grant (CPRG) Letter of Intent

Request

Authorization to submit a Letter of Intent for project consideration for the Climate Pollution Reduction Grant

Explanation

The City of Kissimmee has an opportunity to participate in the East Central Florida Regional Resilience Collaborative and gain access to funding through the Climate Pollution Reduction Grant (CPRG) program which provides \$5 billion in grants to states, local governments, tribes, and territories to develop and implement ambitious plans for reducing greenhouse gas emissions and other harmful air pollution. This funding is authorized under Section 60114 of the Inflation Reduction Act and funding for this collaborative will be based on the success of a joint submission from Orlando-Kissimmee-Sanford MSA eligible cities and counties.

In order to participate and submit a potential project for funding, the City must submit a Letter of Interest stating a desire to have a project considered. Staff is finalizing a potential project for consideration under the Energy Efficiency and Renewable Energy category for the Haven Apartments and Service Center.

A letter will be provided to the Mayor for signature once the scope of the project is finalized and the estimate is received.

If the City's proposal is selected for inclusion in the collaborative application, the request for a Memorandum of Understanding outlining the project scope and details will come back to the Commission for approval.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 8.A

Request by Fernando Homs to waive fees for the seventh submittal of a Site Construction Plan for an Office Conversion at 721 Mabbette Street

Request

Applicant requests fees be waived for the seventh submittal of Site Construction Plans.

Explanation

Mr. Homs is requesting the City Commission to waive the \$5,903.53 fees required for submittal of the seventh Site Construction Plan review for DRC-21-00055 for an office conversion project at 721 Mabbette Street.

Site Construction Plan review is the second of three steps in the review and permitting process for this project and is the most technical, being civil engineering intensive. The first step was the Conditional Use Permit and Site Plan Review, and the third step is for Building Permit review and inspections.

The City's fee schedule and policies for development review were adopted by Resolution of the City Commission on December 15, 2015. Plan review fees for Site Construction Plans are charged with the initial submittal (first), the fourth submittal, the seventh submittal. This is to ensure the City recovers the costs of excessive reviews and to encourage applicants to thoroughly address comments issued. The average number of reviews for projects of this nature is two to three. Seven reviews or more is rare and typically a result of the applicant not addressing comments provided to them.

This is the timeline for the plan submittals and the City's response.

1/24/23: Site Construction Plan Submitted and fee of \$6,387.62 paid.

2/28/2023: First review received a Revise and Resubmit.

3/21/2023: Second review submittal received by City, no fee due.

4/26/2023: Second review received a Revise and Resubmit.

4/26/2023: Third review submittal received by City, no fee due.

6/5/2023: Third review received a Revise and Resubmit.

6/14/2023: Fourth Review submittal received by City, fees due but waived. It was believed the applicant was close to approval and minor work was required to approve the plans.

7/19/2023: Fourth review received a Revise and Resubmit.

9/6/2023: Fifth review submittal received by the City, no fees due.

10/16/2023: Fifth review received a Revise and Resubmit.

11/13/2023: Sixth review submittal received by the City, no fees due.

12/21/23: Sixth review received a Revise and Resubmit.

1/24/2024: Seventh review submittal received by the City, fees of \$5,903.53 pending.

Fees are based on the average time the staff in each of the departments spends reviewing the plans and processing the comments and application. Site Construction Plans are typically reviewed by staff members from Building, Engineering, Fire and Planning, as well as Toho Water Authority.

The comments from the six reviews for this project are included in the agenda backup. Any comments that are highlighted in yellow are previously stated comments that were not responded to by the applicant in the previous comments.

Per Commission direction, Development Services fees are set to ensure that no General Fund revenues are used to cover the cost of providing development review services. Whenever fees are waived, other taxpayers are covering the cost for the work necessary to review the proposed plans for the development.

Recommendation

Staff recommends the fees not be waived as the excessive reviews are due to the applicant's failure to address repeated comments.

REQUESTED CITY COMMISSION ACTION:

Deny

Department: Development Services

Presenter: Craig Holland

Attachment(s):

1. DRC 21 0005 Site Construction Plan SSubmittal 1 thru 6 Review Comments

DRC-21-00055

Site Construction Plan Submittal #1

Review Comments



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

**ADDRESS: 721 Mabbette St
PLAN (DRC) NUMBER: DRC-21-00055**

DATE: 2/17/2023

**Review Status:
REVISE & RESUBMIT.**

FIRE DIVISION - Chris Alessandri - 407.518.2339 - Chris.Alessandri@kissimmee.gov

Comments/Conditions (if applicable):

1. Sheet A-1 Code Data Section change NFPA 1 Uniform code and NFPA 101 Life safety code to 2018 Ed.
- 2.

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 forthcoming 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 ENERGVOV & BLUEBEAM

ADDRESS:
PLAN (DRC) NUMBER: SP-22-0055

DATE: 2/20/2023

Review Status:
REVISE & RESUBMIT.

TOHO WATER AUTHORITY – Jeffrey Martinez – 689.688.2812 - jmartinez@tohowater.com

Comment Letter # 1

The Tohopekaliga Water Authority (TWA) has reviewed the construction plans for the referenced project and the following items need to be addressed prior to plan acceptance.

General Project Comments:

1. Water and wastewater SDC fees shall be due for this project. Payment of SDC fees is required prior to releasing the water meter or project CO, whichever is first. The project does not have capacity and capacity is not guaranteed unless a 20% reservation fee or the full SDC fee is paid. SDC letter will be supplied separately once flows have been clarified.
2. Project shall comply with Toho Efficiency Program (earlier known as Florida Water Star) requirements, please contact Rodney Tilley at rtilley@tohowater.com for more information.

General Construction Plan Comments:

1. Add TWA contact information to the cover sheet.
2. Add linear footage of all mains, number of manholes, etc to cover sheet (if applicable).
3. On the topographic survey, please show and callout all existing utilities.

Utilities:

1. Please confirm if there will be any new utilities or modification to the existing utilities. If so please provide a utility sheet showing the proposed utilities or modifications to existing utilities. If no proposed or modifications are proposed please show and callout the location of the existing meters and cleanout that currently serves this parcel. Add callout "End of TWA responsibility" at those locations.
2. Show and callout how existing utilities will be protected during construction.
3. If proposed utilities or modifications to existing utilities are proposed with this project please adhere to the following comments below.
4. Add all latest applicable TWA Details (2022) and latest General Construction Notes.
5. Show and callout all existing and proposed utilities on a utility plan.

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.



DEVELOPMENT SERVICES DEPARTMENT

PLANNING DIVISION

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2140

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: 721 MABBETTE STREET
PLAN (DRC) NUMBER: DRC-21-00055

DATE: 2/28/2023

Review Status:
REVISE & RESUBMIT.

PLANNING DIVISION - Cristian I. Arias - 407-518-2373 Cristian.Arias@kissimmee.gov

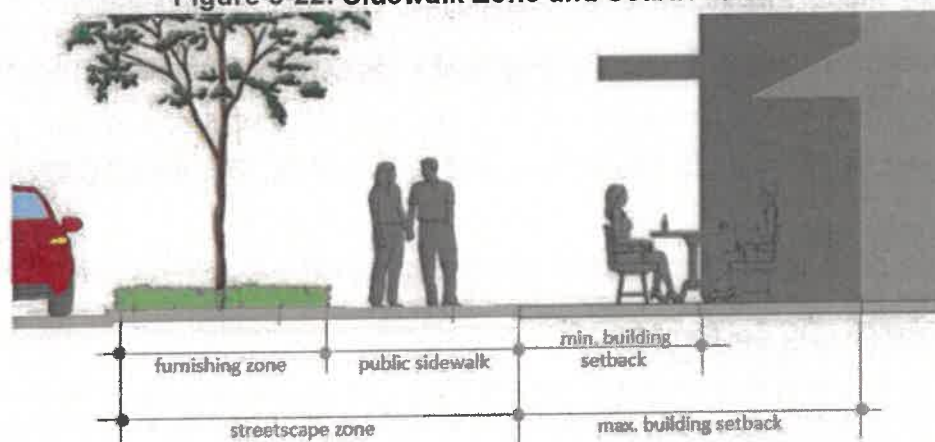
PAB CONDITIONS OF APPROVAL:

1. The applicant shall make the required changes and meet the conditions of approval outlined by the Historic Preservation Board's Certificate of Appropriateness before the final inspection of the building permit.
2. Remove the ramp that connects to the sidewalk on Mabbette Street. Like other residential conversions in the area, the ramp should connect to the parking area and have a minimal impact to the integrity of the structure. The ramp should only connect to the parking area and shall not extend in front of the front facade.
3. Slats for the ramp shall match the style of other similar style improvements within the district and be consistent with slat styles appropriate for the bungalow style. Samples have been included as a reference.
4. The trash receptacles shall be moved to the rear of the structure and comply with any Land Development Code requirements for screening.
5. Any changes to the approved work, including a change in work materials, must be presented to the Historic Preservation Board before starting or continuing with construction. Failure to do so will result in Code Enforcement Action.

STREETSCAPE ZONE

6. LDC Section 14-5-5(E) defines the Streetscape Zone as the following: "The space between the back of the curb and the back of the sidewalk is known as the streetscape zone and is intended to accommodate a public sidewalk and the furnishing zone (see Figure 5-22)."

Figure 5-22: Sidewalk Zone and Setback Zone



LDC Section 14-5-5(E)(2) requires a 14-foot wide streetscape zone, consisting of a six-foot-wide sidewalk and an eight-foot-wide furnishing zone.

The proposed streetscape zone on the plans do not comply with LDC Sections 14-5-5(E) and 14-5-5(E)(2). First, the streetscape zone shall be measured from back of curb to the end of the sidewalk or private property. Second, on-street parking area cannot be used as part of the furnishing zone as part of this redevelopment.

Please provide an eight-foot-wide furnishing zone starting from back of curb and a six-foot-wide sidewalk. If the required streetscape zone encroaches within private property, please dedicate this portion via an easement dedicated to the City of Kissimmee.

PARKING

7. The proposed redevelopment shall provide the following set forth by LDC Section 14-5-9(A)(4): When vehicular access to the site must be directly from a primary street, the access driveways shall be designed in a way that pedestrians crossing on the sidewalk are safe. This may be achieved by using a different color or material for the sidewalk. Please include this requirement as part of the resubmittal.
8. Per LDC Section 14-7-27(A) requires 10 percent of required parking spaces for bicycle parking spaces, in this case only one parking space is required. Please include this information as part of the parking calculations.
9. Please include anchoring (metal anchor) details proposed for the bicycle parking space, which shall be in compliance with LDC Section 14-7-27(B).

LANDSCAPING

10. Please provide a detail landscaping plan that identifies the tree/shrub species, tree/shrub size, height, planting details, planting separation, etc., which shall be in compliance with LDC Section 14-8-23.
11. Please provide irrigation plan as part of the landscaping plan, which shall be in compliance with LDC Section 14-8-24.
12. Per LDC Section 14-5-11(C)(1): Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks; prevent spill-over light, glare, noise, and exhaust fumes from infringing on adjacent properties; and provide the required tree canopy shade. Please revise landscaping plan to meet this requirement.
13. Landscaping within vehicular use area shall comply with LDC Section 14-8-18 and all applicable subsections.
14. Please provide a canopy tree at the end of every parking row, per LDC Section 14-8-18(B).

SITE LIGHTING

15. Is there going to be lighting included for this development, perhaps parking area? If there is new site lighting for this redevelopment, please provide a photometric plan, which shall be in compliance LDC Section 14-10-9.

TRASH LOCATION

16. Per PAB and Historic Preservation Board Condition of Approval #4: "The trash receptacles shall be moved to the rear of the structure and comply with any Land Development Code requirements for screening." Please move the trash receptacles to the back of the building in order to comply with this condition of 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 forthcoming 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.

DEVELOPMENT PROJECT COMMENT FORM



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

DATE: 2/28/2023

PROJECT: 721 Mabbette Street

CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055

REVIEW NUMBER: 1

Review Status:
REVISE & RESUBMIT

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

GENERAL INFORMATION:

1. Some property boundary lines are difficult to see. Please make sure all proposed and existing property lines are clear and contrast with other linework (darken).
2. Please use engineering scale for civil site plan drawings.
3. Recommend separating architectural plans from civil plans.
4. Please revise "Utility Providers" table to indicate City of Kissimmee for garbage; Sheet A-2.

SURVEY/EXISTING CONDITIONS:

5. Please provide a digitally certified copy of the boundary and topographic survey with the final construction drawings.

OFF-SITE IMPROVEMENTS:

6. Verify no new construction will take place in the existing street right-of-way.

DEMOLITION/DEWATERING/MOT/SWPPP:

7. Please indicate as a note on the construction drawings, "Contractor to coordinate maintenance of traffic with the Kissimmee Public Works and Engineering Construction Manager prior to any road, lane, or sidewalk closures".

LANDSCAPING/IRRIGATION (§14-7-1, §14-7-23, §14-8, §14-5-11):

8. All landscaping/pervious areas shall be protected from vehicle use areas by wheel stops or raised vertical curbing. Please clarify the limits of curbing and type on the construction drawings.
9. Provide an irrigation plan in conformance with LDC §14-8-24.
10. Please show the 10-foot horizontal sight distance triangles at driveway intersection with the street on the landscaping plans, in accordance with LDC §14-7-2(B) and §14-2, Figure 2-10.
11. Verify no landscaping, walls, or fences located in the horizontal sight distance triangles fall between 30-inches and eight feet. Ref. LDC §14-7-2(A)
12. Verify the following separation is provided between landscaping and site features, in accordance with §14-8-23, Table 8-1:
 - a) Sidewalks, curb/gutters, bikeways, driveways: 3 FT for understory trees, 5 FT for canopy trees
 - b) Intersections: 35 FT
 - c) Manholes/catch basins: 10 FT for understory trees, 10 FT for canopy trees
 - d) Street lights: 10 FT for understory trees, 25 FT for canopy trees
 - e) Regulatory signs: Not to block signs

DEDICATIONS/RIGHTS-OF-WAY/EASEMENTS:

13. This project is located within a zoning district requiring streetscape improvements. The streetscape zone is measured from the back of curb of the street. Please clarify the location of the back of curb and revise the streetscape zone location on the construction plans, as needed.
14. All existing and proposed easements shall be shown on the construction drawings.

STREET DESIGN/CIRCULATION/PARKING/ACCESS/CONSTRUCTION (§14-7):

15. Provide an ITE traffic statement (latest edition) on the construction drawings, including am/pm peak hour and total trips. Ref. LDC §14-3-31(C)(2)(b)

16. Wheel stops shall be a minimum 6-feet-wide. Revise the handicap space wheel stop and wheel stop detail, as needed; Sheet A-5. Ref. LDC §14-7-23(B)(2)
17. Verify ADA parking space slopes do not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design

TRAFFIC SIGNAGE/PAVEMENT MARKINGS:

18. Please provide a signage and striping plan. Ref. LDC §14-7-23(G), §14-3-42(H)(2), 14-3-32(A)(1)
19. Please indicate as a note on construction drawings, "All signage and striping to be installed in accordance with MUTCD (latest edition) standards and specifications".

UTILITIES:

20. Some utilities are not shown on the site plan, particularly in the area of the new driveway. Please show the location of all existing and proposed water, sewer, and other utilities on the construction drawings. Ref. LDC §14-3-31(C)(2)(I)

GARBAGE STORAGE/COLLECTION/DISPOSAL:

21. Please provide information on the trash enclosure screening type and height on the construction plans. Ref. LDC §14-3-31(C)(2)(r)
22. Please add a note near the trash enclosure details indicating, "Construction of enclosure to be done prior to final acceptance of this project".

PUBLIC SIDEWALKS/BIKEWAYS/PEDESTRIAN PATHS:

23. Please indicate as a note on the construction drawings, "Sidewalks to be constructed per ADA and City Construction Standards and Specifications".
24. Verify ADA access aisles are level with surface slopes not exceeding 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design

STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):

25. Please provide pre vs. post-development project areas on the construction drawings. Be sure to include total, pervious, impervious, and building areas for each.
26. Provide a table showing the maximum impervious area/ratio provided for by the stormwater pond together with the maximum allowable zoning impervious ratio. The impervious lot coverage shall be no greater than which is provided for by the stormwater pond.
27. Please indicate vertical datum used on all elevation sensitive sheets.
28. Please indicate as a note on the grading plans, "Lot grading shall not impose any additional runoff onto nor impede runoff from adjacent properties".
29. Please provide cross-sections along each property line to show how this development will tie into the existing grades. Please clearly indicate slope to/from adjacent properties. Where drainage may become trapped between properties, please provide positive drainage toward the street or other public drainage system.
30. Please indicate as a note near the dry pond cross-section detail(s) indicating, "Dry pond bottom and pond side slopes to be stabilized with permanent vegetative cover."
31. Please revise pond cross-sections on the construction drawings to add:
 - a) Pond bottom elevation
 - b) SHWT elevation
 - c) 10yr/24hr, 10yr/72, 100yr/72hr design storm peak stage elevation information (table preferred)
32. Please verify no proposed grading slopes are greater than 3:1.

DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):

33. A digitally certified Drainage Report shall be provided with the next submittal, to include the following information:
 - a) Nodal diagram
 - b) Pre and post-development basin maps with Tc flow paths
 - c) Pre and post-development runoff calculations
 - d) Stage vs. storage tables
 - e) Flood routing information for 10yr/24hr, 10yr/72hr, 100yr/72hr storm events
34. A digitally certified Geotech Report shall be provided with the next submittal, to include the following information:
 - a) Confining layer
 - b) Hydraulic conductivity (vertical and horizontal)
 - c) Normal wet weather water table and SHWT elevations
 - d) Pond recovery analysis
35. Please provide justification for the 50% reduction in water quality treatment volume.

STORMWATER ENGINEERING CONSULTANT COMMENTS (Randy Gonzalez, randy.gonzalez@kimley-horn.com):

- 36. Please ensure positive discharge from the paver system into the swale system is provided
- 37. Please submit supporting documents that satisfy all criteria established by SS 14-10-3 and 14-3-32.

ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

SITE SPECIFIC:

- Comments based on plans uploaded on 1/18/2023 and response letter dated 10/28/2022.
- Plan mark-ups have been provided with this review. Check the Energov Citizen Self Service Portal for details.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
 - Comment responses
 - Boundary and topo survey *
 - Revised construction drawings *
 - Revised landscaping plans *
 - Revised drainage calculations *
 - Geotechnical report *

* Digitally certified

GENERAL:

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to view comments or upload any revisions to plans or supporting documentation.
- TIPS:
 - Avoid generalized responses; include document and sheet/page number references.
 - Avoid changing detail/viewpoint locations and drawing scales, if possible.
 - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
 - Check drawing scales and north arrow directions before submittal.
 - Be sure to capture all changes from the previous version of the plans/details with revision clouds and notes in the title block; avoid clouding large areas of the plans.
 - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
 - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.
- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: engineering@kissimmee.gov
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a stormwater management system serving a total project area of up to 10 acres and meeting the criteria below. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldeportal.com/DepPortal/go/apply-build>
 - The total project area involves less than 10 acres and less than 2 acres of impervious surface;
 - Activities will not impact wetlands or other surface waters;
 - Activities are not conducted in, on, or over wetlands or other surface waters;
 - Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;
 - The project is not part of a larger common plan, development, or sale; and
 - The project does not:
 - Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
 - Cause adverse impacts to existing surface water storage and conveyance capabilities;
 - Cause a violation of state water quality standards; or
 - Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086.

- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
 - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
 - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
 - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
 - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
 - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
- If you have any questions regarding these comments/conditions, please use the contact information provided above.



###

DRC-21-00055

Site Construction Plan Submittal #2

Review Comments



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

ADDRESS:
PLAN (DRC) NUMBER: SP-21-0055

DATE: 3/23/2023

Review Status:
REVISE & RESUBMIT.

TOHO WATER AUTHORITY – Jeffrey Martinez – 689.688.2812 - Jmartinez@tohowater.com

Construction Plan Review # 2 (Previous Plan Review Comment items NOT ADDRESSED)

The Tohopekaliga Water Authority (TWA) has reviewed the construction plans for the referenced project and the following items need to be addressed prior to plan acceptance.

General Project Comments:

1. Water and wastewater SDC fees shall be due for this project. Payment of SDC fees is required prior to releasing the water meter or project CO, whichever is first. The project does not have capacity and capacity is not guaranteed unless a 20% reservation fee or the full SDC fee is paid. SDC letter will be supplied separately once flows have been clarified.
2. Project shall comply with Toho Efficiency Program (earlier known as Florida Water Star) requirements, please contact Rodney Tilley at rtilley@tohowater.com for more information.

General Construction Plan Comments:

1. Add email address of owner / developer, project engineer, and utility contractor (if known)
2. Add TWA contact information to the cover sheet.
3. Add linear footage of all mains, number of manholes, etc to cover sheet (if applicable).
4. On the topographic survey, please show and callout all existing utilities.

Utilities:

1. Please confirm if there will be any new utilities or modification to the existing utilities. If so please provide a utility sheet showing the proposed utilities or modifications to existing utilities. If no proposed or modifications are proposed please show and callout the location of the existing meters and cleanout that currently serves this parcel. Add callout "End of TWA responsibility" at those locations.
2. Show and callout how existing utilities will be protected during construction.
3. If proposed utilities or modifications to existing utilities are proposed with this project please adhere to the following comments below.
4. Add all latest applicable TWA Details (2022) and latest General Construction Notes.
5. Show and callout all existing and proposed utilities on a utility plan.



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.



DEVELOPMENT SERVICES DEPARTMENT

PLANNING DIVISION

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2140

DEVELOPMENT PROJECT COMMENT FORM

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

**ADDRESS: 721 MABBETTE STREET
PLAN (DRC) NUMBER: DRC-21-00055**

DATE: 4/24/2023

**Review Status:
REVISE & RESUBMIT.**

PLANNING DIVISION - Cristian I. Arias - 407-518-2373 Cristian.Arias@kissimmee.gov

PLEASE INCLUDE A COMMENT RESPONSE LETTER TO ADDRESS THE FOLLOWING PLANNING COMMENTS:

PARKING

1. The proposed redevelopment shall provide the following set forth by LDC Section 14-5-9(A)(4): When vehicular access to the site must be directly from a primary street, the access driveways shall be designed in a way that pedestrians crossing on the sidewalk are safe. This may be achieved by using a different color or material for the sidewalk. Please include this requirement as part of the resubmittal.
2. Per LDC Section 14-7-27(A) requires 10 percent of required parking spaces for bicycle parking spaces, in this case only one parking space is required. Please include this information as part of the parking calculations.
3. Please include anchoring (metal anchor) details proposed for the bicycle parking space, which shall be in compliance with LDC Section 14-7-27(B).

LANDSCAPING

4. Please provide a detail landscaping plan that identifies the tree/shrub species, tree/shrub size, height, planting details, planting separation, etc., which shall be in compliance with LDC Section 14-8-23.
5. Please provide irrigation plan as part of the landscaping plan, which shall be in compliance with LDC Section 14-8-24.
6. Per LDC Section 14-5-11(C)(1): Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks; prevent spill-over light, glare, noise, and exhaust fumes from infringing on adjacent properties; and provide the required tree canopy shade. Please revise landscaping plan to meet this requirement.
7. Landscaping within vehicular use area shall comply with LDC Section 14-8-18 and all applicable subsections.
8. Please provide a canopy tree at the end of every parking row, per LDC Section 14-8-18(B).

SITE LIGHTING

9. Is there going to be lighting included for this development, perhaps parking area? If there is new site lighting for this redevelopment, please provide a photometric plan, which shall be in compliance LDC Section 14-10-9.

TRASH LOCATION

10. Per PAB and Historic Preservation Board Condition of Approval #4: "The trash receptacles shall be moved to the rear of the structure and comply with any Land Development Code requirements for screening." Please move the trash receptacles to the back of the building in order to comply with this condition of 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 ENERGVO & BLUEBEAM

DATE: 4/25/2023

PROJECT: 721 Mabbette Street

CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055

REVIEW NUMBER: 2

Review Status:
REVISE & RESUBMIT

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

GENERAL INFORMATION:

1. Many of the following comments are repeat comments; no comment responses were found and/or apparent changes made.
2. Please use engineering scale for civil site plan drawings.
3. Recommend separating architectural plans from civil plans.
4. Please revise "Utility Providers" table to indicate City of Kissimmee for garbage; Sheet A-2.

SURVEY/EXISTING CONDITIONS:

5. Please provide a digitally certified copy of the boundary and topographic survey with the final construction drawings.
6. Please attach a reference copy of the most current boundary and topographic survey to the construction plan set.

OFF-SITE IMPROVEMENTS:

7. Verify no new construction will take place in the existing street right-of-way.

DEMOLITION/DEWATERING/MOT/SWPPP:

8. Please indicate as a note on the construction drawings, "Contractor to coordinate maintenance of traffic with the Kissimmee Public Works and Engineering Construction Manager prior to any road, lane, or sidewalk closures".

LANDSCAPING/IRRIGATION (§14-7-1, §14-7-23, §14-8, §14-5-11):

9. All landscaping/pervious areas shall be protected from vehicle use areas by wheel stops or raised vertical curbing. Please clarify the limits of curbing and type on the construction drawings.
10. Provide an irrigation plan in conformance with LDC §14-8-24.
11. Please show the 10-foot horizontal sight distance triangles at driveway intersection with the street on the landscaping plans, in accordance with LDC §14-7-2(B) and §14-2, Figure 2-10.
12. Verify no landscaping, walls, or fences located in the horizontal sight distance triangles fall between 30-inches and eight feet. Ref. LDC §14-7-2(A)
13. Verify the following separation is provided between landscaping and site features, in accordance with §14-8-23, Table 8-1:
 - a) Sidewalks, curb/gutters, bikeways, driveways: 3 FT for understory trees, 5 FT for canopy trees
 - b) Intersections: 35 FT
 - c) Manholes/catch basins: 10 FT for understory trees, 10 FT for canopy trees
 - d) Street lights: 10 FT for understory trees, 25 FT for canopy trees
 - e) Regulatory signs: Not to block signs

DEDICATIONS/RIGHTS-OF-WAY/EASEMENTS:

14. This project is located within a zoning district requiring streetscape improvements. The streetscape zone is measured from the back of curb of the street. Please clarify the location of the back of curb and revise the streetscape zone location on the construction plans, as needed.
15. All existing and proposed easements shall be shown on the construction drawings.

STREET DESIGN/CIRCULATION/PARKING/ACCESS/CONSTRUCTION (§14-7):

16. Provide an ITE traffic statement (latest edition) on the construction drawings, including am/pm peak hour and total trips. Ref. LDC §14-3-31(C)(2)(b)

17. Wheel stops shall be a minimum 6-feet-wide. Revise the handicap space wheel stop and wheel stop detail, as needed; Sheet A-5. Ref. LDC §14-7-23(B)(2)
18. Verify ADA parking space slopes do not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design

TRAFFIC SIGNAGE/PAVEMENT MARKINGS:

19. Please provide a signage and striping plan. Ref. LDC §14-7-23(G), §14-3-42(H)(2), 14-3-32(A)(1)
20. Please indicate as a note on construction drawings, "All signage and striping to be installed in accordance with MUTCD (latest edition) standards and specifications".

UTILITIES:

21. Some utilities are not shown on the site plan, particularly in the area of the new driveway. Please show the location of all existing and proposed water, sewer, and other utilities on the construction drawings. Ref. LDC §14-3-31(C)(2)(l)

GARBAGE STORAGE/COLLECTION/DISPOSAL:

22. Please provide information on the trash enclosure screening type and height on the construction plans. Ref. LDC §14-3-31(C)(2)(r)
23. Please add a note near the trash enclosure details indicating, "Construction of enclosure to be done prior to final acceptance of this project".

PUBLIC SIDEWALKS/BIKEWAYS/PEDESTRIAN PATHS:

24. Please indicate as a note on the construction drawings, "Sidewalks to be constructed per ADA and City Construction Standards and Specifications".
25. Verify ADA access aisles are level with surface slopes not exceeding 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design

STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):

26. Please provide pre vs. post-development project areas on the construction drawings. Be sure to include total, pervious, impervious, and building areas for each.
27. Provide a table showing the maximum impervious area/ratio provided for by the stormwater pond together with the maximum allowable zoning impervious ratio. The impervious lot coverage shall be no greater than which is provided for by the stormwater pond.
28. Please indicate vertical datum used on all elevation sensitive sheets.
29. Please indicate as a note on the grading plans, "Lot grading shall not impose any additional runoff onto nor impede runoff from adjacent properties".
30. Please provide cross-sections along each property line to show how this development will tie into the existing grades. Please clearly indicate slope to/from adjacent properties. Where drainage may become trapped between properties, please provide positive drainage toward the street or other public drainage system.
31. Please indicate as a note near the dry pond cross-section detail(s) indicating, "Dry pond bottom and pond side slopes to be stabilized with permanent vegetative cover."
32. Please revise pond cross-sections on the construction drawings to add:
 - a) Pond bottom elevation
 - b) SHWT elevation
 - c) 10yr/24hr, 10yr/72, 100yr/72hr design storm peak stage elevation information (table preferred)
33. Please verify no proposed grading slopes are greater than 3:1.

DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):

34. A digitally certified Drainage Report shall be provided with the next submittal, to include the following information:
 - a) Nodal diagram
 - b) Pre and post-development basin maps with Tc flow paths
 - c) Pre and post-development runoff calculations
 - d) Stage vs. storage tables
 - e) Flood routing information for 10yr/24hr, 10yr/72hr, 100yr/72hr storm events
35. A digitally certified Geotech Report shall be provided with the next submittal, to include the following information:
 - a) Confining layer
 - b) Hydraulic conductivity (vertical and horizontal)
 - c) Normal wet weather water table and SHWT elevations
 - d) Pond recovery analysis
36. Please provide justification for the 50% reduction in water quality treatment volume.

STORMWATER ENGINEERING CONSULTANT COMMENTS (Randy Gonzalez, randy.gonzalez@kimley-horn.com):

37. **Repeat Comment:** The City of Kissimmee allows a 50% reduction in water quality treatment for dry retention when conditions permit. The provided calculations are using a 50% reduction. Please coordinate with the City to ensure the allowable conditions for a reduction in treatment apply for this project. If they do not, revise stormwater calculations to meet criteria established within SS 14-10-3, which requires the greater of:
- a) First 1" of runoff over entire basin
 - b) Total runoff of 2.5 inches times the percent of proposed imperviousness
38. **Repeat Comment:** Please ensure positive discharge from the paver system into the swale system is provided
39. Provide a paving and grading plan with proposed spot elevations.
40. **Repeat Comment:** At the time of construction site permitting, please submit supporting documents (drainage report, Geotech report, etc) that satisfy all criteria established by SS 14-10-3 and 14-3-32. Please ensure positive discharge from the paver system into the swale system is provided
41. Please submit supporting documents that satisfy all criteria established by SS 14-10-3 and 14-3-32.

ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

SITE SPECIFIC:

- Comments based on plans uploaded on 3/20/2023.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
 - Comment responses
 - Boundary and topo survey *
 - Revised construction drawings *
 - Revised landscaping plans *
 - Revised drainage calculations *
 - Geotechnical report *

* Digitally certified

GENERAL:

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to view comments or upload any revisions to plans or supporting documentation.
- TIPS:
 - Avoid generalized responses; include document and sheet/page number references.
 - Avoid changing detail/viewpoint locations and drawing scales, if possible.
 - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
 - Check drawing scales and north arrow directions before submittal.
 - Be sure to capture all changes from the previous version of the plans/details with revision clouds and notes in the title block; avoid clouding large areas of the plans.
 - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
 - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.
- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: engineering@kissimmee.gov
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a stormwater management system serving a total project area of up to 10 acres and meeting the criteria below. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldeportal.com/DepPortal/go/apply-build>
 - The total project area involves less than 10 acres and less than 2 acres of impervious surface;
 - Activities will not impact wetlands or other surface waters;
 - Activities are not conducted in, on, or over wetlands or other surface waters;
 - Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;

- The project is not part of a larger common plan, development, or sale; and
- The project does not:
 - Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
 - Cause adverse impacts to existing surface water storage and conveyance capabilities;
 - Cause a violation of state water quality standards; or
 - Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086.
- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
 - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
 - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
 - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
 - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
 - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
- If you have any questions regarding these comments/conditions, please use the contact information provided above.



###

DRC-21-00055

Site Construction Plan Submittal #3

Review Comments



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

ADDRESS:
PLAN (DRC) NUMBER: SP-21-0055

DATE: 5/2/2023

Review Status:
REVISE & RESUBMIT.

TOHO WATER AUTHORITY – Jeffrey Martinez – 689.688.2812 - Jmartinez@tohowater.com

Construction Plan Review # 3

The Tohopekaliga Water Authority (TWA) has reviewed the construction plans for the referenced project and the following items need to be addressed prior to plan acceptance.

General Construction Plan Comments:

1. Add TWA contact information to the cover sheet.
2. Revise Utility provider as Toho Water Authority

Utilities:

1. Please confirm if there will be any new utilities or modification to the existing utilities
2. Add callout "End of TWA responsibility" at clean out and water meter.

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 forthcoming 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.



DEVELOPMENT SERVICES DEPARTMENT

PLANNING DIVISION

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2140

DEVELOPMENT PROJECT COMMENT FORM

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

**ADDRESS: 721 MABBETTE STREET
PLAN (DRC) NUMBER: DRC-21-00055**

DATE: 5/23/2023

**Review Status:
REVISE & RESUBMIT.**

PLANNING DIVISION - Cristian I. Arias - 407-518-2373 Cristian.Arias@kissimmee.gov

PREVIOUS PLANNING COMMENTS NOT ADDRESSED

- 1. PREVIOUS PLANING COMMENT:** *The proposed redevelopment shall provide the following set forth by LDC Section 14-5-9(A)(4): When vehicular access to the site must be directly from a primary street, the access driveways shall be designed in a way that pedestrians crossing on the sidewalk are safe. This may be achieved by using a different color or material for the sidewalk. Please include this requirement as part of the resubmittal.*

ADDRESS PREVIOUS PLANNING COMMENT: Please indicate in site plan where the proposed "Detectable Warning Surface" will be installed. This will be required on the sidewalk portion driveway access. Please ensure this is depicted in site plan.

- 2. PREVIOUS PLANING COMMENT:** *Please provide a detail landscaping plan that identifies the tree/shrub species, tree/shrub size, height, planting details, planting separation, etc., which shall be in compliance with LDC Section 14-8-23.*

ADDRESS PREVIOUS PLANNING COMMENT: Previous comment has not been addressed. Please include canopy tree species and caliper size. LDC Section 14-8-18(E) requires a canopy tree with a minimum caliper size 2 ½ inches for parking lot areas. LDC Section 14-8-23(A) requires the tree species to be listed under the latest edition of the Florida-Friendly Plant List. Please ensure to include these details as part of the next submittal.

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 ENERGOV & BLUEBEAM

DATE: 6/1/2023
PROJECT: 721 Mabbette Street
CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055
REVIEW NUMBER: 3

Review Status:
REVISE & RESUBMIT

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

GENERAL INFORMATION:

- New comment, based on revisions:** 1:150 is not a standard engineering scale. Please use a standard engineering scale for civil site plan drawings. A 1:10 scale seems to be most suitable. Also, please add a graphic scale to the drawings.
- New comment, based on revisions:** Please add a graphic scale and north arrow to all sheets showing plan view.

SURVEY/EXISTING CONDITIONS:

- Previous comment, not yet satisfied:** "Please provide a digitally certified copy of the boundary and topographic survey with the final construction drawings." **Reason:** Survey does not appear to be digitally certified.

LANDSCAPING/IRRIGATION (§14-7-1, §14-7-23, §14-8, §14-5-11):

- New comment, based on revisions:** The concrete curbing between landscaping and vehicle use areas shall be a minimum of 6-inches high. Please add this to the concrete curbing detail.

DEDICATIONS/RIGHTS-OF-WAY/EASEMENTS:

- New comment, based on revisions:** The streetscape zone is measured from the back of curb of the street. The drawings do not show the (Miami) curbing, nor does it appear to show the streetscape zone properly. Please revise, as needed.

STREET DESIGN/CIRCULATION/PARKING/ACCESS/CONSTRUCTION (§14-7):

- Previous comment, not yet satisfied:** "Provide an ITE traffic statement (latest edition) on the construction drawings, including am/pm peak hour and total trips. Ref. LDC §14-3-31(C)(2)(b)" **Reason:** Your response was "no applicable". This is a basic traffic estimation to/from the site, based on use. Please provide this or a more detailed traffic analysis for this project.
- New comment, based on revisions:** The proposed wheel stops are 7 feet wide. This is okay, but comment response indicates they are 6 feet.

TRAFFIC SIGNAGE/PAVEMENT MARKINGS:

- Previous comment, not yet satisfied:** "Please provide a signage and striping plan. Ref. LDC §14-7-23(G), §14-3-42(H)(2), 14-3-32(A)(1)" **Reason:** It is not clear how this was addressed; no comment response was found. There should be a stop bar and stop sign at the driveway exit. Don't forget to add details on the plans.

UTILITIES:

- New comment, based on revisions:** Please verify there are no new utility connections to this site.

GARBAGE STORAGE/COLLECTION/DISPOSAL:

- Previous comment, not yet satisfied:** "Please provide information on the trash enclosure screening type and height on the construction plans. Ref. LDC §14-3-31(C)(2)(r)" **Reason:** The screening information could not be located on the plans. Please add, as needed.
- Previous comment, not yet satisfied:** "Please add a note near the trash enclosure details indicating, 'Construction of enclosure to be done prior to final acceptance of this project'." **Reason:** Screening is still required.

STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):

12. **New comment, based on revisions:** The Impervious/Pervious Area table provided on Sheet A-2 indicates a total impervious surface coverage of 51% for this project. If the proposed storm water pond is only designed for this impervious coverage, as opposed to the maximum allowed by zoning, please indicate this in the table. Also, check the maximum impervious area allowed by zoning and adjust, as needed.
13. **Previous comment, not yet satisfied:** "Please indicate vertical datum used on all elevation sensitive sheets."
Reason: It is not clear how this was addressed; no comment responses found.
14. **Previous comment, not yet satisfied:** "Please provide cross-sections along each property line to show how this development will tie into the existing grades. Please clearly indicate slope to/from adjacent properties. Where drainage may become trapped between properties, please provide positive drainage toward the street or other public drainage system." **Reason:** Section L-L does not appear to be an accurate representation of the cross-section shown (i.e. elevation 67.79' is not at a single point). Please revise. Also, please add cross-sections for the sides of the lot.
15. **Previous comment, not yet satisfied:** "Please revise pond cross-sections on the construction drawings to add:
a) Pond bottom elevation
b) SHWT elevation
c) 10yr/24hr, 10yr/72, 100yr/72hr design storm peak stage elevation information (table preferred)"
Reason: Items b,c appear to be missing from the pond cross-section detail.

DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):

16. **Previous comment, not yet satisfied:** "A digitally certified Drainage Report shall be provided with the next submittal, to include the following information:
a) Nodal diagram
b) Pre and post-development basin maps with Tc flow paths
c) Pre and post-development runoff calculations
d) Stage vs. storage tables
e) Flood routing information for 10yr/24hr, 10yr/72hr, 100yr/72hr storm events"
Reason: Please provide this for review and approval.
17. **Previous comment, not yet satisfied:** "A digitally certified Geotech Report shall be provided with the next submittal, to include the following information:
a) Confining layer
b) Hydraulic conductivity (vertical and horizontal)
c) Normal wet weather water table and SHWT elevations
d) Pond recovery analysis"
Reason: Please provide this for review and approval.
18. **Previous comment, not yet satisfied:** "Please provide justification for the 50% reduction in water quality treatment volume." **Reason:** It is not clear how this has been addressed; no justification found in comment responses.

STORMWATER ENGINEERING CONSULTANT COMMENTS (Randy Gonzalez, randy.gonzalez@kimley-horn.com):

19. Detail 3/A-3 does not provide sufficient information to demonstrate positive discharge from the paver system to the swale. Applicant to provide a grading plan with proposed elevations for the site.
20. Repeat Comment: Applicant to submit supporting documents that satisfy all criteria established by SS 14-10-3 and 14-3-32.

ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

SITE SPECIFIC:

- Comments based on plans uploaded on 4/26/2023.
- Per Engineer of Record: No new construction within the right-of-way is proposed.
- 6-inch concrete curbing or wheel stops to be provided between landscaping and pavement areas, as shown on Sheet A-2.
- There shall be no new vertical construction between 30-inches and 8 feet, within 10 feet of the intersection of the driveway and right-of-way line (Sight Visibility Triangles, per LDC §14-7-2(B) and §14-2, Figure 2-10).
- ADA access aisles shall be level with surface slopes not exceeding 1:48 (2.08%) in all directions and ADA parking space slopes shall not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
 - Comment responses
 - Boundary and topo survey *
 - Revised construction drawings *
 - Revised landscaping plans *
 - Revised drainage calculations *
 - Geotechnical report *

GENERAL:

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to view comments or upload any revisions to plans or supporting documentation.
- TIPS:
 - Avoid generalized responses; include document and sheet/page number references.
 - Avoid changing detail/viewport locations and drawing scales, if possible.
 - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
 - Check drawing scales and north arrow directions before submittal.
 - Be sure to capture all changes from the previous version of the plans/details with revision clouds and notes in the title block; avoid clouding large areas of the plans.
 - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
 - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.
- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: engineering@kissimmee.gov
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a stormwater management system serving a total project area of up to 10 acres and meeting the criteria below. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldeportal.com/DepPortal/go/apply-build>
 - The total project area involves less than 10 acres and less than 2 acres of impervious surface;
 - Activities will not impact wetlands or other surface waters;
 - Activities are not conducted in, on, or over wetlands or other surface waters;
 - Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;
 - The project is not part of a larger common plan, development, or sale; and
 - The project does not:
 - Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
 - Cause adverse impacts to existing surface water storage and conveyance capabilities;
 - Cause a violation of state water quality standards; or
 - Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086.
- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
 - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
 - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
 - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
 - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
 - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
- If you have any questions regarding these comments/conditions, please use the contact information provided above.



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DRC-21-00055

Site Construction Plan Submittal #4

Review Comments



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

ADDRESS:
PLAN (DRC) NUMBER: SP-21-0055

DATE: 6/20/2023

Review Status:
REVISE & RESUBMIT.

TOHO WATER AUTHORITY – Jeffrey Martinez – 689.688.2812 - Jmartinez@tohowater.com

Construction Plan Review # 5 (Previous Plan Review Comment items NOT ADDRESSED)

The Tohopekaliga Water Authority (TWA) has reviewed the construction plans for the referenced project and the following items need to be addressed prior to plan acceptance.

General Construction Plan Comments:

1. Revise "Utility provider" as "Toho Water Authority"

Utilities:

1. Add callout "End of TWA responsibility" at clean out and water meter.

Irrigation:

2. Confirm how landscape will be irrigated



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.

DEVELOPMENT PROJECT COMMENT FORM



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

DATE: 7/17/2023

PROJECT: 721 Mabbette Street

CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055

REVIEW NUMBER: 4

Review Status:
REVISE & RESUBMIT

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

GENERAL INFORMATION:

1. **Please note:** The comment response letter dated June 2, 2023 appears to be for the first review comments from February 28, 2023. Please revise plans and provide comment responses to address these comments.
2. **Previous comment, not yet satisfied:** "1:150 is not a standard engineering scale. Please use a standard engineering scale for civil site plan drawings. A 1:10 scale seems to be most suitable. Also, please add a graphic scale to the drawings." **Reason:** It is not clear how this was addressed.
3. **Previous comment, not yet satisfied:** "Please add a graphic scale and north arrow to all sheets showing plan view." **Reason:** It is not clear how this was addressed.

SURVEY/EXISTING CONDITIONS:

4. **Previous comment, not yet satisfied:** "Please provide a digitally certified copy of the boundary and topographic survey with the final construction drawings." **Reason:** Survey does not appear to be digitally certified.

LANDSCAPING/IRRIGATION (§14-7-1, §14-7-23, §14-8, §14-5-11):

5. **Previous comment, not yet satisfied:** "The concrete curbing between landscaping and vehicle use areas shall be a minimum of 6-inches high. Please add this to the concrete curbing detail." **Reason:** It is not clear how this was addressed.

DEDICATIONS/RIGHTS-OF-WAY/EASEMENTS:

6. **Previous comment, not yet satisfied:** "The streetscape zone is measured from the back of curb of the street. The drawings do not show the (Miami) curbing, nor does it appear to show the streetscape zone properly. Please revise, as needed." **Reason:** It is not clear how this was addressed.

STREET DESIGN/CIRCULATION/PARKING/ACCESS/CONSTRUCTION (§14-7):

7. **Previous comment, not yet satisfied:** "Provide an ITE traffic statement (latest edition) on the construction drawings, including am/pm peak hour and total trips. Ref. LDC §14-3-31(C)(2)(b)" **Reason:** It is not clear how this was addressed.
- 8.

TRAFFIC SIGNAGE/PAVEMENT MARKINGS:

9. **Previous comment, not yet satisfied:** "Please provide a signage and striping plan. Ref. LDC §14-7-23(G), §14-3-42(H)(2), 14-3-32(A)(1). There should be a stop bar and stop sign at the driveway exit. Don't forget to add details on the plans." **Reason:** It is not clear how this was addressed.

UTILITIES:

10. **Previous comment, not yet satisfied:** "Please verify there are no new utility connections to this site." **Reason:** It is not clear how this was addressed.

GARBAGE STORAGE/COLLECTION/DISPOSAL:

11. **Previous comment, not yet satisfied:** "Please provide information on the trash enclosure screening type and height on the construction plans. Ref. LDC §14-3-31(C)(2)(r)" **Reason:** The screening information could not be located on the plans. Please add, as needed.
12. **Previous comment, not yet satisfied:** "Please add a note near the trash enclosure details indicating, 'Construction

of enclosure to be done prior to final acceptance of this project'." **Reason:** It is not clear how this was addressed.

STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):

13. **Previous comment, not yet satisfied:** "The Impervious/Pervious Area table provided on Sheet A-2 indicates a total impervious surface coverage of 51% for this project. If the proposed storm water pond is only designed for this impervious coverage, as opposed to the maximum allowed by zoning, please indicate this in the table. Also, check the maximum impervious area allowed by zoning and adjust, as needed." **Reason:** It is not clear how this was addressed.
14. **Previous comment, not yet satisfied:** "Please indicate vertical datum used on all elevation sensitive sheets." **Reason:** It is not clear how this was addressed.
15. **Previous comment, not yet satisfied:** "Please provide cross-sections along each property line to show how this development will tie into the existing grades. Please clearly indicate slope to/from adjacent properties. Where drainage may become trapped between properties, please provide positive drainage toward the street or other public drainage system." **Reason:** It is not clear how this was addressed.
16. **New comment, based on revisions:** Section L-L still does not appear to be an accurate representation of the cross-section shown (i.e. elevation 67.79' is not at a single point; the pond bottom is flat). Please revise.
17. **Previous comment, not yet satisfied:** "Please revise pond cross-sections on the construction drawings to add:
 - a) Pond bottom elevation
 - b) SHWT elevation
 - c) 10yr/24hr, 10yr/72, 100yr/72hr design storm peak stage elevation information (table preferred)"**Reason:** Items b) and c) still appear to be missing from the pond cross-section detail.

DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):

18. **New comment, based on revisions:** The drainage report provided does not appear to be digitally certified. Please provide this for review and approval.
- a) **New comment, based on revisions:** The Geotech report does not appear to be digitally certified. Please provide this for review and approval.
19. **Previous comment, not yet satisfied:** "Please provide justification for the 50% reduction in water quality treatment volume." **Reason:** It is not clear how this has been addressed.

STORMWATER ENGINEERING CONSULTANT COMMENTS (Randy Gonzalez, randy.gonzalez@kimley-horn.com):

20. **Repeat Comment:** Detail 3/A-3 does not provide sufficient information to demonstrate positive discharge from the paver system to the swale. Applicant to provide a grading plan with proposed elevations for the site.
 - a) The spot elevations shown on drainage plan are existing elevations.
 - b) Tie-in elevation at Mabbette St is not shown.
21. Geotech report was provided within the comment response letter. Applicant to provide a separate signed/sealed geotech report document.
22. Drainage report was provided within the comment response letter and was not digitally signed and sealed. Applicant to provide a separate drainage report document that is certified by the EOR.
23. Per the geotechnical engineering report, the GWT for Boring 1 is 7.5 FT below existing grade. The existing grade in this area +/-70.10 FT. Applicant to review the provided ESHW and verify that it is correct.
24. The pre-development basin map does not appear to be consistent with the topographic map. It appears a portion of the site drains to the north where the pre-development basin map shows everything flowing to the south.
25. Applicant to provide the following exhibits as part of the drainage report:
 - a) Soils Map
 - b) QUAD Map
 - c) FEMA FIRM Map
 - d) Aerial Map
 - e) Location Map
26. Per SS 14-10-3(B)(2), The City Engineer will need to provide required freeboard for this site, below is the provided for each storm event.
 - a) 10YR 24HR: 0.56 FT
 - b) 10YR 72HR: 0.05 FT
 - c) 100YR 72HR: -1.05 FT (spills over)
27. Minimum pavement/road elevation to be above the 10YR 24HR stage. Applicant to provide pavement/road elevations on plan.
28. Lake Toho is an impaired water body, therefore an additional ½-inch of dry pre-treatment is required for commercial and industrial projects – applicant to revise and provide.
29. Applicant to provide a pre-development and post-development summary within the report narrative summarizing pre/post discharge.
30. Applicant to revise post-development basin map to include the GW1 Node.
31. The stormwater calculations on the post-development basin map do not match the Table 2 of the Dry Retention Water Quality Calculations. Please review and revise.

32. Layer thickness for PERC-1 does not match up with the proposed bottom of pond and the GWT elevation. Applicant to revise.
33. SWALE-1 is discharging in all storm events. Revise to meet pre/post Q requirements.
34. Applicant to provide the ½ Required TV elevation.

ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

SITE SPECIFIC:

- Comments based on documents uploaded on 6/5/2023 and 6/14/2023.
- Per Engineer of Record: No new construction within the right-of-way is proposed.
- 6-inch concrete curbing or wheel stops to be provided between landscaping and pavement areas, as shown on Sheet A-2.
- There shall be no new vertical construction between 30-inches and 8 feet, within 10 feet of the intersection of the driveway and right-of-way line (Sight Visibility Triangles, per LDC §14-7-2(B) and §14-2, Figure 2-10).
- ADA access aisles shall be level with surface slopes not exceeding 1:48 (2.08%) in all directions and ADA parking space slopes shall not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
 - Comment responses to these comments
 - * Boundary and topo survey
 - * Revised construction drawings
 - * Revised landscaping plans
 - * Revised drainage calculations
 - * Geotechnical report

* Digitally certified

GENERAL:

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/enggov> to view comments or upload any revisions to plans or supporting documentation.
- TIPS:
 - Avoid generalized responses; include document and sheet/page number references.
 - Avoid changing detail/viewport locations and drawing scales, if possible.
 - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
 - Check drawing scales and north arrow directions before submittal.
 - Be sure to capture all changes from the previous version of the plans/details with revision clouds and notes in the title block; avoid clouding large areas of the plans.
 - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
 - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.
- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: engineering@kissimmee.gov
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a stormwater management system serving a total project area of up to 10 acres and meeting the criteria below. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldeportal.com/DepPortal/go/apply-build>
 - The total project area involves less than 10 acres and less than 2 acres of impervious surface;
 - Activities will not impact wetlands or other surface waters;
 - Activities are not conducted in, on, or over wetlands or other surface waters;
 - Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;
 - The project is not part of a larger common plan, development, or sale; and

- The project does not:
 - Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
 - Cause adverse impacts to existing surface water storage and conveyance capabilities;
 - Cause a violation of state water quality standards; or
 - Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086.
- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
 - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
 - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
 - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
 - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
 - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
- If you have any questions regarding these comments/conditions, please use the contact information provided above.



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DRC-21-00055

Site Construction Plan Submittal #5

Review Comments

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

DATE: 10/13/2023
PROJECT: 721 Mabbette Street
CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055
REVIEW NUMBER: 5

Review Status:
REVISE & RESUBMIT

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

GENERAL INFORMATION:

- New comment, based on revisions:** The graphic and noted scale of 1:100 on the drawings is incorrect. Please revise.
- New comment, based on revisions:** Sheet C-5 references two different scales (one architectural, one engineering). Sheet C-6 is missing a graphic scale. Civil site development plans should use engineering scale, but architectural scale could be used as long as it is accurate and is accompanied by the correct graphic scale.
- New comment, based on revisions:** Please have Mr. Carlos Moreno call me directly to discuss drawing scale and digital certification of drawings/supporting documentation prior to resubmittal. The drawings, drainage calculations, and geotech report are missing SHA-1 digest information.

PUBLIC SIDEWALKS/BIKEWAYS/PEDESTRIAN PATHS:

- New comment, based on revisions:** Please note: Only cast-in-place truncated domes are permitted within the public right-of-way (no mats). Please revise, as needed.

STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):

- New comment, based on revisions:** The Impervious/Pervious Area table provided on Sheet C-4 indicates a new total impervious surface ratio (ISR) of 48.81% for this project. Please verify the proposed pond only accommodates this coverage. Also, check the T4-O zoning impervious maximum and adjust the % as needed (currently shown as 60%).
- New comment, based on revisions:** Please provide a minimum 6-inches of freeboard between the 10yr/72hr peak stage and the top of pond bank. Also, please demonstrate the pavement elevations are above the 10yr/24hr peak stage.

DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):

- New comment, based on revisions:** The drainage report provided does not appear to be digitally certified. Please provide this for review and approval. Alternatively, provide a signature document in accordance with Florida Administrative Code (see General Advisory comments below).
- New comment, based on revisions:** The Geotech report does not appear to be digitally certified. Please provide this for review and approval. Alternatively, provide a signature document in accordance with Florida Administrative Code (see General Advisory comments below).

STORMWATER ENGINEERING CONSULTANT COMMENTS (Brian Ashby, brian.ashby@kimley-horn.com):

- Repeat Comment:** Detail 3/A-3 does not provide sufficient information to demonstrate positive discharge from the paver system to the swale. Applicant to provide a grading plan with proposed elevations for the site.
 - The spot elevations shown on drainage plan are existing elevations.
 - Tie-in elevation at Mabbette St is not shown.
- Repeat Comment:** Minimum pavement/road elevation to be above the 10YR 24HR stage. Applicant to provide pavement/road elevations on plan.
 - 10YR 24HR Stage = 69.23
 - Applicant to provided proposed pavement elevations to ensure requirement is met.
- Repeat Comment:** Per SS 14-10-3(B)(2), sites less than two acres require that the City Engineer will need to provide required freeboard for this site. Below is the provided freeboard for each storm event.
 - 10YR 24HR: 0.56 FT

- b) 10YR 72HR: 0.05 FT
- c) 100YR 72HR: -1.05 FT (spills over)
- 4. Repeat Comment: Applicant to provide the following exhibits as part of the drainage report:
 - a) Soils Map
 - b) QUAD Map
 - c) FEMA FIRM Map
 - d) Aerial Map
 - e) Location Map
- 5. Repeat Comment: Lake Toho is an impaired water body, therefore an additional ½-inch of dry pre-treatment is required for commercial and industrial projects – applicant to revise and provide.
- 6. Applicant to provide pre-development and post-development basin maps.
- 7. Please provide an explanation and supporting documentation of how the tailwater at Pre-development Node: "INLET-1" were established.
 - a) Show this inlet within the "Existing Site Plan" with structure information.
- 8. Page 19 of the drainage report shows POST-1 Basin Area = 0.20 AC. Page 20 of the drainage report shows POST-1 Basin Area = 0.23 AC. Revise tables and provide consistency.
- 9. Provide Curve Number and water quality calculations for basin POST-2 that is shown discharging to "Inlet-1".
- 10. Provide a percolation ring exhibit as part of the drainage report.
- 11. Model the northern boundary condition within the ICPR to ensure flow is not being discharged offsite.

ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

SITE SPECIFIC:

- Comments based on documents uploaded on 9/6/2023 and 9/7/2023.
- Per Engineer of Record: No new utility connections within the right-of-way is proposed.
- There shall be no new vertical construction between 30-inches and 8 feet, within 10 feet of the intersection of the driveway and right-of-way line (Sight Visibility Triangles, per LDC §14-7-2(B) and §14-2, Figure 2-10).
- ADA access aisles shall be level with surface slopes not exceeding 1:48 (2.08%) in all directions and ADA parking space slopes shall not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
 - Comment responses
 - * Revised construction drawings
 - * Revised landscaping plans
 - * Revised drainage calculations
 - * Geotechnical report

* Digitally certified

GENERAL:

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to view comments or upload any revisions to plans or supporting documentation.
- TIPS:
 - Avoid generalized responses; include document and sheet/page number references.
 - Avoid changing detail/viewport locations and drawing scales, if possible.
 - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
 - Check drawing scales and north arrow directions before submittal.
 - Be sure to capture all changes from the previous version of the plans/details with revision clouds and notes in the title block; avoid clouding large areas of the plans.
 - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
 - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.
- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.

- When conflicts arise between the plans and the Kissimmee Land Development Code or Public Works and Engineering Construction Standards and Specifications, the City's standards and specifications shall prevail. Any discrepancies should be promptly reported to the City for review and resolution.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: engineering@kissimmee.gov
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a storm water management system serving a total project area of up to 10 acres and meeting certain criteria. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldepportal.com/DepPortal/go/apply-build>
- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
 - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
 - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
 - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
 - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
 - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
- If you have any questions regarding these comments/conditions, please use the contact information provided above.



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DRC-21-00055

Site Construction Plan Submittal #6

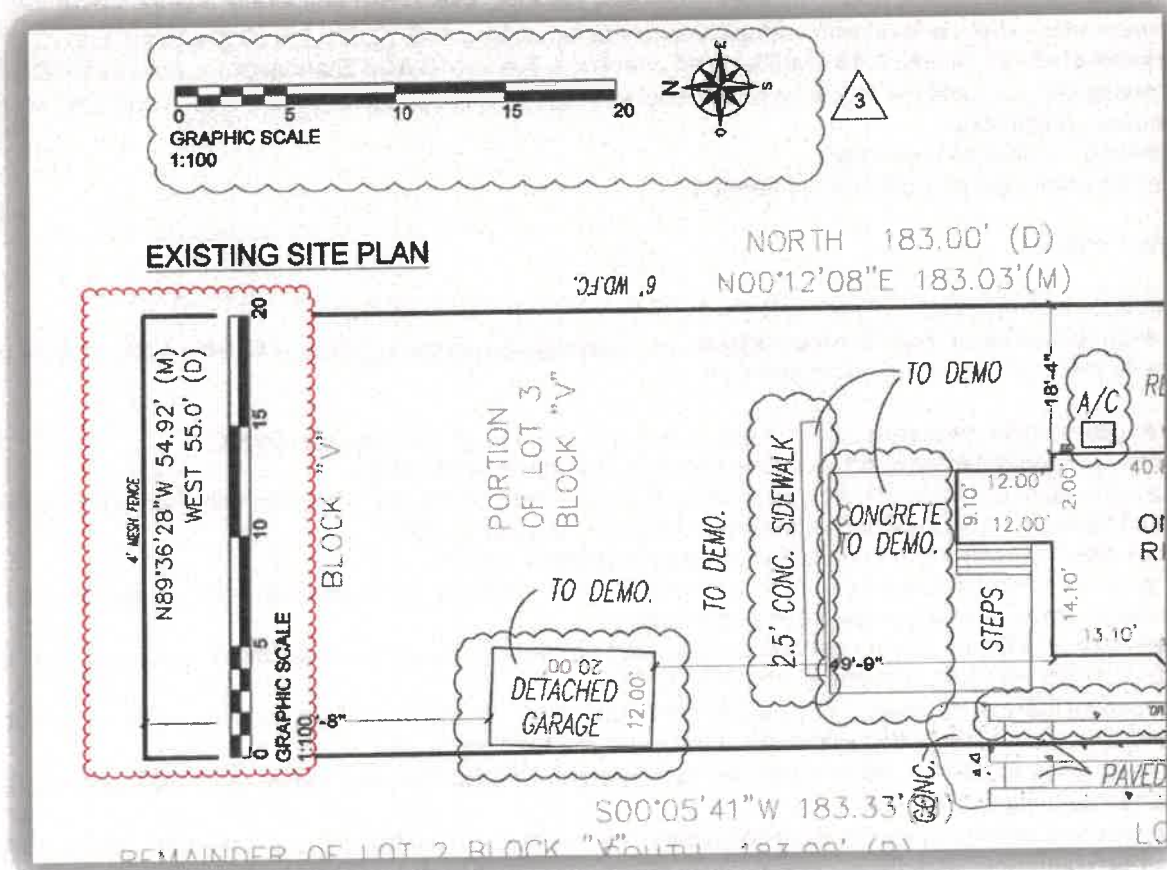
Review Comments

REVIEW DUE DATE: 12/21/2023
PROJECT: 721 Mabbette Street
CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055
REVIEW NUMBER: 6

Review Status:
REVISE & RESUBMIT

GENERAL INFORMATION:

1. Previous comment, not yet satisfied: "The graphic and noted scale of 1:100 on the drawings is incorrect. Please revise." **Reason:** As discussed with Mr. Juan Vasquez on 10/26/2023, any plan view sheet needs an accurate scale with graphic. If you take the graphic scale and lay it down next to a dimensioned line, the two distances should agree. As illustrated below (from Sheet C-3), if you lay the graphic scale across the rear property line, the scale indicates a total width of 20 feet. However, the distance on the scale should actually measure about 55 feet. The plan view on Sheet C-3 currently has an actual scale of about 1 in = 8 feet, but 1:8 is not a standard engineering scale. However, the scale 1 in = 10 feet (1:10) is, so if you adjust the drawing so the rear property line actually measures about 5.5 inches when the drawing is printed out at full (1:1) scale and then replace the graphic scale with a 1:10 graphic scale, then everything should match and the scale should be correct. If it would be easier to use architectural scale instead, then that would be acceptable, as previously offered. An accurate scale is necessary for plan approval. Please email me a copy of the revised plan to check, before resubmitting to the City.



2. **New comment, based on revisions:** The ITE traffic statement that was on Sheet C2 has been deleted. Please add this information back to the plans.
3. **Please call or email me to arrange a meeting with Juan Vasquez, Fernando Homs, Carlos Morena, and Randy Gonzalez to go over these comments, prior to resubmittal.**

STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):

4. **Previous comment, not yet satisfied:** "Please provide a minimum 6-inches of freeboard between the 10yr/72hr peak stage and the top of pond bank." **Reason:** The peak elevation for the 10yr/72hr storm is shown as 69.44 feet. The top of pond is 69.79 feet. The required pond top of bank elevation is 69.94 feet, in order to provide the minimum 6-inches of freeboard. Please revise, as needed.

DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):

5. **New comment, based on revisions:** The pavement drainage patterns have changed with this revision. The front half of the driveway no longer appears to be treated by the storm water pond. How do you propose to correct this?

STORMWATER ENGINEERING CONSULTANT COMMENTS (Randy Gonzalez, randy.gonzalez@kimley-horn.com):

1. The plan view scale and graphic scale are inconsistent on plansheet C-5. Applicant to revise.
2. The provided "Dry Retention Water Quality Calculations" shows a basin area of 0.23 AC going to Swale 1 (pdf page 28 of 62). However, the provided basin map and basin summary tables for Basin 1 and 2 indicate otherwise. Applicant to revise.
3. Applicant to revise the percolation ring exhibit to show the proposed site, boundary, and surrounding areas.
4. The Geotech report mentions a B-2 but it is not depicted on the Test Plan Location exhibit. Geotech engineer to revise report. If B-2 is within the pond limits, then the perc rates should be the average of the two boring locations.
5. Please note that new comments may be issued in following reviews due to the request of additional information.

ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

SITE SPECIFIC:

- Comments based on documents uploaded on 11/9/2023.
- Per Engineer of Record: No new utility connections within the right-of-way is proposed.
- There shall be no new vertical construction between 30-inches and 8 feet, within 10 feet of the intersection of the driveway and right-of-way line (Sight Visibility Triangles, per LDC §14-7-2(B) and §14-2, Figure 2-10).
- ADA access aisles shall be level with surface slopes not exceeding 1:48 (2.08%) in all directions and ADA parking space slopes shall not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
 - Comment responses
 - * Revised construction drawings
 - * Revised drainage calculations, as needed

* Digitally Certified

GENERAL:

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to view comments or upload any revisions to plans or supporting documentation.
- **TIPS:**
 - Avoid generalized responses; include document and sheet/page number references.
 - Avoid changing detail/viewport locations and drawing scales, if possible.
 - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
 - Check drawing scales and north arrow directions before submittal.
 - Be sure to capture all changes from the previous version of the plans/details with revision clouds and notes in the title block; avoid clouding large areas of the plans.
 - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
 - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.

- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.
- When conflicts arise between the plans and the Kissimmee Land Development Code or Public Works and Engineering Construction Standards and Specifications, the City's standards and specifications shall prevail. Any discrepancies should be promptly reported to the City for review and resolution.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: engineering@kissimmee.gov
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a storm water management system serving a total project area of up to 10 acres and meeting certain criteria. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldeportal.com/DepPortal/go/apply-build>
- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
 - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
 - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
 - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
 - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
 - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
- If you have any questions regarding these comments/conditions, please use the contact information provided above.



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