



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 19, 2025 AT 6:00 PM**

- 1. MEETING CALLED TO ORDER**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**
 - 3.A Proclamation - Fentanyl Awareness and Education Day
 - 3.B Proclamation - 70th Anniversary of UCP of Central Florida
 - 3.C Employee of the Month for August

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

- 4.A Public Hearing - Second and Final Reading - Proposed Ordinance #25-12 - Amending the Method of Board Appointments

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION I, SECTION 2-145, "METHOD OF APPOINTMENT TO BOARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE

- 4.B Public Hearing - Final Reading - Proposed Ordinance #25-14 - Ordinance amending the Future Land Use Map designation from Recreation (REC) to Institutional (INST): Mill Slough Fire Station, LUPA-25-0004

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.C Public Hearing - First Reading - Proposed Ordinance #25-08 - Deletion of the Building Fee Ordinance

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, AMENDING DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125

ANNUAL INCREASE; SECTION 9-126 TECHNOLOGY; SECTIONS 9-127 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 ANNUAL INCREASE; SECTION 9-147 TECHNOLOGY; SECTIONS 9-148 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-171 PERMIT EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 TECHNOLOGY; SECTIONS 9-174 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A PERMIT; SECTION 8-189 PLAN REVISIONS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-143 TECHNOLOGY; SECTIONS 9-194 THROUGH 9-222 RESERVED; DIVISION 9 FIRE PERMITS SECTION 9-223 SCHEDULE OF PERMIT FEES; SECTION 9-224 INSPECTION FEES; SECTION 9-225 FAILURE TO OBTAIN A PERMIT; SECTION 9-226 PLAN REVISIONS; SECTION 9-227 DUPLICATE PERMITS; SECTION 9-228 PERMIT EXTENSIONS; SECTION 9-229 ANNUAL INCREASE; SECTION 9-230 TECHNOLOGY; SECTIONS 9-231 THROUGH 9-241 RESERVED; DIVISION 10 REFUNDS SECTION 9-242 FEE REFUNDS; SECTION 9-243 APPLICABILITY; AND SECTION 9-244 NON-REFUNDABLE CONDITIONS AND FEES BY UPDATING THE FEES TO ADEQUATELY ADDRESS THE COST OF PROCESSING ITEMS, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

4.D Public Hearing - First Reading - Proposed Ordinance #25-15 - Utilizing Public-Private Partnerships (P3)

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, PROVIDING FOR A POLICY FOR UTILIZING PUBLIC-PRIVATE PARTNERSHIPS (P3) BY AMENDING THE CODE OF ORDINANCES, CITY OF KISSIMMEE, FLORIDA, ARTICLE VI, FINANCE and TAXATION, CREATING A CHAPTER GOVERNING PUBLIC-PRIVATE PARTNERSHIPS (P3); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

4.E Public Hearing - First Reading - Proposed Ordinance #25-16 - Amending the Affordable Housing Advisory Committee (AHAC) Membership and Term Requirements

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 18 COMMUNITY RELATIONS, ARTICLE II, HOUSING, DIVISION 3, AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING SECTION 18-66 TO MODIFY COMMITTEE MEMBERSHIP; AMENDING SECTION 18-67 TO INCLUDE TERM AND TERM LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE

5. PUBLIC HEARINGS

- 5.A Public Hearing - Resolution determining the P3 Proposal received from Azure Hotel International, Inc to be in the public's best interest and approval of the Master Development Agreement

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

- 7.A Approval of City Commission Minutes from the August 5, 2025 meeting
- 7.B Approval of an Advisory Board Appointment Policy
- 7.C Resolution to Accept Grant Funding Amendment from Florida Department of Transportation for Parcel 8 Construction
- 7.D 2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Lakefront Park
- 7.E 2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Quail Hollow Park
- 7.F Grant Agreement for the Police Department Generator Project
- 7.G Field and project services to support the city-wide Pavement Management Milling and Resurfacing projects
- 7.H Utility Relocation for the Bermuda Estates Project
- 7.I Shingle Creek Regional Trail, South 2B, Yates Connector, Post-Design Services
- 7.J Amendment to the Woodside Drainage Interlocal Agreement
- 7.K Change Orders to Increase Funding Amount and Extend Completion Deadline for the Rehabilitation of 501 Ginwright Court
- 7.L City Hall building security enhancements
- 7.M Disposal of City Assets
- 7.N Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) Letter of Support for FY 2024

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A (DKCRA) Recommendation to approve a Resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER
- 9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the City Commission 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

Proclamation - Fentanyl Awareness and Education Day

Request

Presentation of the Fentanyl Awareness and Education Day proclamation to the City's community partner, Park Place Behavioral Health Care along with recognition of New Season Treatment Center and the Transition House, Inc..

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Fentanyl Awareness and Education Day

Proclamation



FENTANYL AWARENESS AND EDUCATION DAY

WHEREAS, the Florida Legislature has designated August 21 of each year as **Fentanyl Awareness and Education Day** to increase public understanding of the dangers of fentanyl and the risks of potential overdose; and

WHEREAS, fentanyl is a powerful synthetic opioid that poses a serious threat of addiction, overdose, and death, affecting individuals, families, and communities across the State of Florida, including our community; and

WHEREAS, education and prevention efforts are essential to saving lives and include informing the public about the risks of fentanyl, recognizing the signs of overdose, and promoting access to treatment, recovery resources, and support services; and

WHEREAS, the City of Kissimmee works alongside community partners such as Park Place Behavioral Health care and organizations such as New Season Treatment Center and the Transition House, Inc. which provide compassionate, comprehensive care and critical services to individuals and families affected by substance use; and

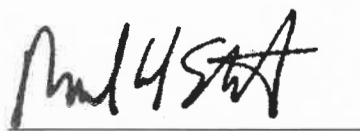
WHEREAS, these organizations play a vital role in promoting long-term recovery through a wide range of essential services, including counseling, opioid addiction treatment, peer support, diversion programs, and access to critical resources; and

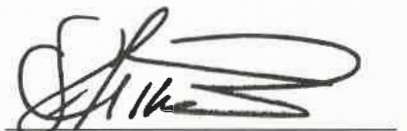
WHEREAS, each year, the City Commission allocates funding to nonprofit organizations that directly support Kissimmee residents affected by substance use, while the Kissimmee Fire and Police Departments play a vital role in connecting individuals and families with critical resources such as treatment programs, shelters, and social support services and thereby strengthening the community's safety net and enhancing overall quality of life; and

WHEREAS, by observing Fentanyl Awareness and Education Day, the City encourages all residents to join in raising awareness, supporting prevention initiatives, and strengthening our community's response to fentanyl-related dangers. Working with partners, the City ensures that no one faces these challenges alone; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim August 21, 2025, as "**Fentanyl Awareness and Education Day**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 11th day of August 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B**Proclamation - 70th Anniversary of UCP of Central Florida****Request**

Presentation of proclamation to Dr. Ilene E. Wilkins, CEO/Superintendent of UCP of Central Florida/UCP Charter Schools in recognition of the organization's 70th Anniversary.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- 70th Anniversary of UCP of Central Florida

Proclamation



70TH ANNIVERSARY OF UCP OF CENTRAL FLORIDA

WHEREAS, since its founding in 1955, UCP of Central Florida has served as a vital cornerstone in our region, providing inclusive education, therapeutic support, and family-centered services to children and families throughout Central Florida; and

WHEREAS, what began as a small, grassroots initiative has evolved into a dynamic, multi-campus network that now serves more than 3,500 children annually—many of whom face physical and developmental challenges; and

WHEREAS, UCP's innovative and inclusive model of care and education has become a national example of what is possible when communities unite to support the full potential of every child; and

WHEREAS, UCP continues to empower children of all abilities through high-quality programs, therapies, and support systems that foster independence, confidence, and lifelong success; and

WHEREAS, August 22, 2025, marks a significant milestone, the 70th Anniversary of UCP of Central Florida, celebrating a lasting legacy of compassion, innovation, and excellence in service; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby celebrate the **"70th Anniversary of UCP of Central Florida"** and commend the organization for its unwavering commitment to inclusion, advocacy, and creating opportunities for all children, regardless of ability.

IN WITNESS, THEREOF, this is signed this 5th day of August 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Employee of the Month for August

Request

Staff requests that the City Commission join the City Manager in recognizing Christopher Alessandri of the Fire Prevention Division of the Development Services Department as the Employee of the Month for August.

Explanation

The City is pleased to announce that Christopher Alessandri, a dedicated Fire Prevention Supervisor with Development Services, has been named Employee of the Month for August. Christopher began his career with the City of Kissimmee twenty-five years ago and has been a loyal, dedicated member of the team ever since. Throughout his career, he has consistently gone above and beyond—often even on weekends—to support both the City and his department. He takes great pride in his work and is truly committed to ensuring the safety of the community. He regularly goes the extra mile to make sure that all buildings, and more importantly, the people inside them are safe and meet fire code standards.

The department is fortunate to have someone of Christopher's caliber. His work ethic, professionalism, and integrity serve as a model for others. His dedication, positivity, and leadership have had a significant impact, not only on his own performance but also on the entire department, setting a high standard of excellence for all.

The City is proud to recognize Christopher for his outstanding service and unwavering commitment to the community.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Second and Final Reading - Proposed Ordinance #25-12 - Amending the Method of Board Appointments

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION I, SECTION 2-145, "METHOD OF APPOINTMENT TO BOARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE

Request

Approval of the Second and Final Reading of Proposed Ordinance #25-12

Explanation

This item seeks City Commission approval to amend the ordinance governing the appointment of advisory board members in order to establish a more streamlined and collaborative process. The proposed amendment would change the current rotational method where individual commissioners are assigned vacancies and instead implement an at-large system.

Under the new process, all advisory board vacancies would be jointly nominated and appointed by the City Commission after applications have been vetted and pre-approved by the Office of the City Clerk. This change is intended to improve efficiency, increase transparency, and ensure a broader and more inclusive pool of candidates. Following implementation of the ordinance, the City will also establish an accompanying policy to provide further guidance and structure to the new process.

Recommendation

Approval of the Second and Final Reading of Proposed Ordinance #25-12

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. (S) - Proposed Ordinance # 25-12 - Amending City Code Advisory Board Appointments (Final)
2. Publishing Affidavit

PROPOSED ORDINANCE NO #25-12
ORDINANCE NO _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2 ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 1, SECTION 2-145, "METHOD OF APPOINTMENT TO BOARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission currently uses a rotational seat method where individuals commissioners make appointments of volunteers to the various advisory boards; and

WHEREAS, the City desires to adopt the following policy as is consistent with the requirements of the law.

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

SECTION 1. RECITALS. The forgoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance. For purposes of changes to the text of the Code of Ordinances as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words indicate deletions from existing text.

SECTION 2. Chapter 2 Administration, Article III, Boards And Commissions, Division 1, Section 2-145, "METHOD OF APPOINTMENT TO BOARDS" is hereby amended as follows:

~~All appointments to boards and vacancies thereon shall hereafter be made by the commissioners and mayor on a rotation basis, unless otherwise provided. Said rotation shall commence with the city commissioner holding seat one, followed by the city commissioner in seat two, seat three and seat four, followed by the mayor, seat five. When an appointment to a board is required, the city clerk will notify the city commissioner required to make said appointment. Following said notification, the eligible commissioner or mayor shall make reasonable efforts to contact a person qualified and willing to serve in said vacancy. Following such contact, the commissioner shall nominate in an open meeting the name and seat filled by him. After such nomination the city commission shall vote to approve or disapprove the said nomination.~~

All appointments to boards and vacancies thereon shall be made by the Commissioners and Mayor on an at-large basis, unless otherwise provided. When an appointment to a board is required the City Clerk will place the vacancy on the agenda for discussion. The City Clerk shall provide the Commissioners and Mayor the previously completed applications of the eligible board candidates that have been deemed to meet the minimum requirements set forth for that board. The Commissioners shall nominate and jointly appoint board members in an open meeting from the list of qualified candidates.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Commission that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. REPEAL OF ORDINANCES. All Ordinances in conflict herewith are hereby repealed, including Ordinance No. 2968.

SECTION 5. EFFECTIVE DATE. This Ordinance takes effect upon passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2025.

Jackie Espinosa, Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

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

PUBLICATION DATES:

Jul. 31, 2025

Notice ID: GDsoHOoZsy9S93b9y5zK

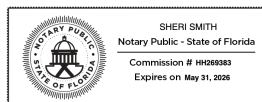
Notice Name: COK PROPOSED ORDINANCE 25-12

PUBLICATION FEE: \$65.88

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

Ankit Sachdeva

Agent



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 08/04/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, August 5, 2025, at 6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, August 19, 2025, at 6:00 p.m.** to hear the **FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at City Hall, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #25-12

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 1, SECTION 2-145, "METHOD OF APPOINTMENT TO BOARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE
CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26)
July 31, 2025

ITEM 4.B

Public Hearing - Final Reading - Proposed Ordinance #25-14 - Ordinance amending the Future Land Use Map designation from Recreation (REC) to Institutional (INST): Mill Slough Fire Station, LUPA-25-0004

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 STATUE 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

Recommendation of approval of a Land Use Amendment changing the Future Land Use Map designation from Recreation (REC) to Institutional (INST) on approximately 2.50 acres of land.

Explanation

The subject site, approximately 2.50 acres of land, has been developed and serves as a public park for the Mill Run community. The City of Kissimmee is planning to develop a fire station utilizing half of this property, while the remaining half will be redeveloped and continue as a public park use. The proposed Land Use Designation is required to develop the proposed fire station.

The existing Land Use Designation for this property is Recreation (REC). Based on the City of Kissimmee Comprehensive Plan, Policy 1.2.8.1: Recreation Land Uses Designation (REC) states that lands designated for Recreation (REC) shall be consistent with the Recreation and Open Space Element as well as the Conservation Element, as applicable. Projects within this future land use designation may be built to a maximum intensity of 0.2 FAR. This Land Use Designation prohibits any type of development other than a public park and/or conservation areas.

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

Therefore, this land use designation will be necessary to develop the proposed fire station.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.1, Institutional (INST), which is intended to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of

City of Kissimmee

up to 2.0 FAR. The Land Development Code shall implement specific development considerations for this future land use designation. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation. The proposed Future Land Use designation is adequate to allow the development of the proposed fire station.

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

Recommendation

REQUESTED PLANNING ADVISORY BOARD ACTION:

No PAB recommendation due to lack of quorum on the following dates: July 2, 2025 & July 16, 2025

The Development Review Committee (DRC) recommended approval on June 3, 2025.

REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions

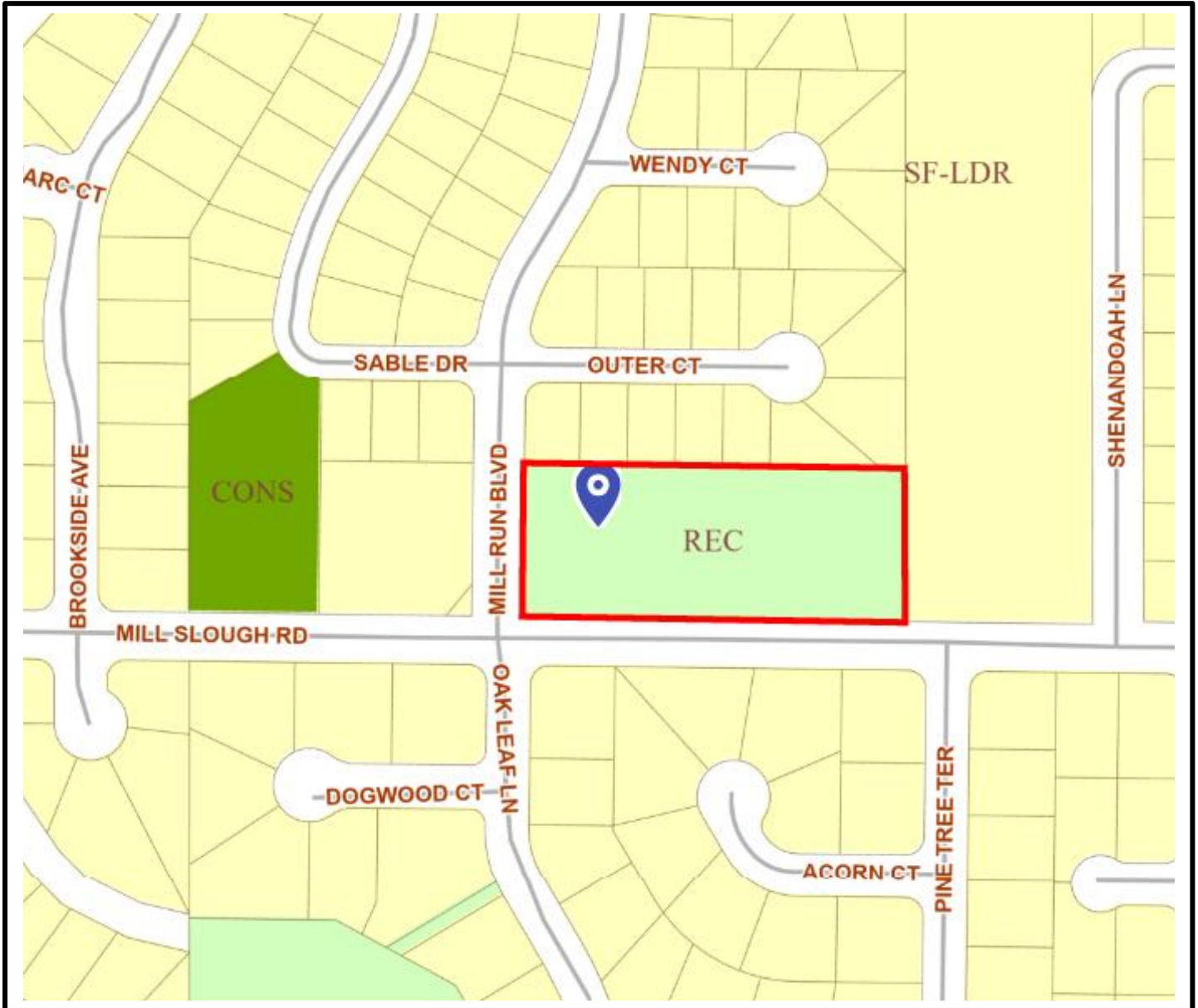
Department: Development Services

Presenter: Cristian Arias

Attachment(s):

1. LUPA-25-0004 - Vicinity Map
2. LUPA-25-0004-Aerial Map
3. LUPA-25-0004 - Site Data Tables
4. (S)LUPA-25-0004 - Ordinance 25-14
5. LUPA-25-0004 - News Paper Ad
6. LUPA-25-0004 - Public Notice Ad
7. LUPA-25-0004 - Business Impact Estimate
8. LUPA-25-0004 - DRC Comments
9. LUPA-25-0004 - Project Site Plan

LUPA-25-0004
1451 Mill Sough Road



Legend



City Limits

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)
- CG (Commercial General)
- Industrial Business (IN)
- Airport Expansion (AE)
- INST (Institutional)
- UT (Utilities)
- Conservation (CONS)

- Recreation (REC)
- MU-D (Downtown)
- MU-V (Vine Street)
- MU-FR (Flora Ridge)
- MU-T (Tapestry)
- MU-FB (Frank Brown)



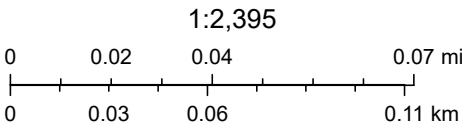
LUPA-25-0004
1451 Mill Slough Road



July 29, 2025

- Parcels
- Road Centerlines
- City Limits
- CITY
- World Imagery

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



State of Florida, Maxar

1451 Mill Slough Road, LUPA-25-0004
Parcel ID#14-25-29-1711-0001-00A0
East of Mill Run Boulevard; North of Mill Slough Road
Site Data Tables

Site Data	
Size	2.50 acres
Future Land Use Designation	Recreation (REC)
Proposed Future Land Use Designation	Institutional (INST)
Zoning District Designation	Residential Planned Unit Development (RPUD)
Proposed Zoning District Designation	N/A
Existing Overlay District	N/A
Existing Use(s)	Community Park
Proposed Use(s)	Community Park and Fire Station
Adjacent Land Use	
North	Single Family Low Density Residential (SF-LDR)
South	Single Family Low Density Residential (SF-LDR)
East	Single Family Low Density Residential (SF-LDR)
West	Single Family Low Density Residential (SF-LDR)
Adjacent Zoning	
North	Residential Planned Unit Development (RPUD)
South	Single Family Residential (RA-2)
East	Single Family Residential (RA-2)
West	Residential Planned Unit Development (RPUD)
Zoning History	N/A
Past/Current Project Tracking	VAR-25-0005 Administrative Buffer Waiver SP-25-0005 Site Plan Review (Pending Approval)

Comprehensive Plan Summary	
Policy 1.2.6.1 The Institutional (INST) land use designation is intended to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. The Land Development Code shall implement specific development considerations for this future land use designation. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.	
Potential Zoning Districts	Residential Planned Unit Development District – RPUD
	Open Space – OS

Zoning District Standards District Summary

Land Development Code Section 14-4-8(B)(1) *Intent*. The purpose of this district is to permit land under unified control to be planned and developed for permanent residential occupancy with a greater amount of site design flexibility by removing some of the restrictions of conventional zoning.

Land Development Code Section 14-4-8(B)(3) *Permitted uses*. The primary permitted uses shall be those uses authorized by the category designated on the future land use map of the comprehensive plan.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	Recreation (REC) – Future Land Use	Institutional (INST) – Future Land Use
	Residential Planned Unit Development District – RPUD	Residential Planned Unit Development District – RPUD
	Residential	Institutional

Public Facilities Analysis

Transportation	
Adjacent street	Mill Run Boulevard and Mill Slough Road
Street Quality of Service (QOS)	Adjacent Street is under Osceola County jurisdiction.
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. 25-14
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: REC (Recreation) – City

TO: INST (Institutional) - City

The subject property is located at 1451 Mill Slough Road; Parcel ID# 14-25-29-1711-0001-00A0

Legal Description:

MILL RUN PB 2 PG 215 LOT A

2.50 acres, more or less.

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 **19th** day of **August**, 20**25** .

Mayor - Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

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 first reading of the proposed ordinance on **Tuesday, August 19, 2025**, 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 #25-14: 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: **REC (Recreation) - City**

TO: **INST (Institutional) - City**

The subject property is located at **1451 Mill Slough Road; 14-25-29-1711-0001-00A0**

Legal Description:

MILL RUN PB 2 PG 215 LOT A

The purpose of this public hearing is to consider a proposed amendment to Ordinance 3050, known as the Comprehensive Development Plan, which would change The 2025 Future Land Use Map of the Kissimmee Comprehensive Plan.

The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140 or planning@kissimmee.gov.

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

LUPA-25-0004

1451 Mill Slough Road



Reference # **DRC LUPA-25-0004**
Mill Slough Fire Station

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 the proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

**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 first reading of the proposed ordinance on **Tuesday, August 19, 2025**, at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

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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: REC (Recreation) - City

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The subject property is located at **1451 Mill Slough Road; 14-25-29-1711-0001-00A0**

Legal Description:

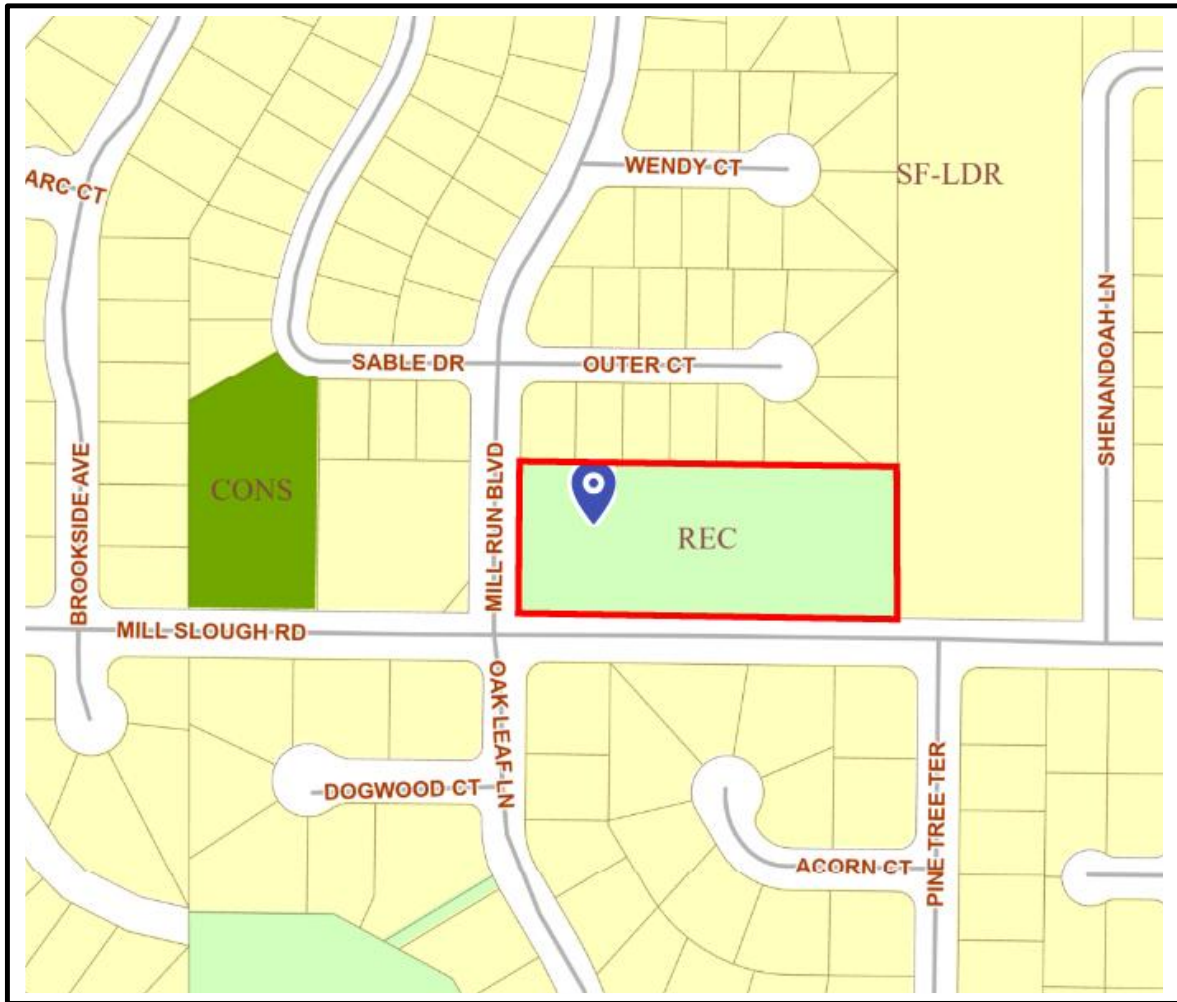
MILL RUN PB 2 PG 215 LOT A

The purpose of this public hearing is to consider a proposed amendment to Ordinance 3050, known as the Comprehensive Development Plan, which would change The 2025 Future Land Use Map of the Kissimmee Comprehensive Plan.

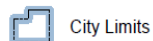
The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140 or planning@kissimmee.gov.

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

LUPA-25-0004 1451 Mill Slough Road



Legend



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)
- CG (Commercial General)
- Industrial Business (IN)
- Airport Expansion (AE)
- INST (Institutional)
- UT (Utilities)
- Conservation (CONS)
- MU-D (Downtown)
- MU-V (Vine Street)
- MU-FR (Flora Ridge)
- MU-T (Tapestry)
- MU-FB (Frank Brown)

Reference # DRC LUPA-25-0004
Mill Slough Fire Station

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)

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 25-14**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

This ordinance amends the City's 3050 Ordinance.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

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

The City's costs have increased, and if this ordinance becomes effective, the cost for -- \$0----- will increase.

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

SAMPLE: The estimated number of businesses likely to be impacted by the ordinance cannot be quantified at this time because the number of businesses likely to be impacted by this ordinance depends upon how many businesses will seek to

4. Additional information the governing body deems useful (if any): Proposed Land Use Plan Amendment is small scale, necessary for the development of a public facility.



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

ADDRESS: 1451 MILL SLOUGH ROAD

DATE: 6/9/2025

PLAN NUMBER: LUPA-25-0004

PROJECT NAME: FIRE STATION FUTURE LAND USE PLAN AMENDMENT

REVIEW VERSION NUMBER: V.1

**Review Status:
APPROVED WITH CONDITIONS.**

PLANNING DIVISION - Cristian Arias - 407.518.2373 - Cristian.Arias@kissimmee.gov

PLANNING COMMENTS:

1. Future Land Use designation is required to be amended from Recreation (REC) to Institutional (INST) to allow a higher intensity for the proposed development of a public fire station.
2. This Land Use Plan Amendment is subject to Planning and Advisory Board, and City Council review and approvals. Public hearing dates will be forthcoming after review and approval from the Development Review Committee.

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.

SITE DATA		
PARCEL ID	14-25-29-1711-0001-00A0	
PROJECT ADDRESS	11451 MILL SLOUGH RD, KISSIMMEE, FL. 34741	
WORKING AREA	1.43 AC.	
OVERALL SITE AREA	2.49 AC.	
ZONING	PCD (PLANNED COMMERCIAL DEVELOPMENT)	
ADJACENT ZONING	NORTH - RPUD	
	SOUTH - RA-2	
	EAST - RPUD	
	WEST - RPUD	
FUTURE LAND USE	COMMERCIAL	
BUILDING CONSTRUCTION TYPE	TYPE II-B	
MAX ALLOWABLE BUILDING HEIGHT	35'	
PROPOSED FAR (SF. FLOOR AREA / SF. LAND)	0.31 AC	
BUILDING SETBACKS	REQUIRED (FT.)	PROVIDED (FT.)
FRONT (SOUTH - MILL SLOUGH RD.)	35	* 25
SIDE (EAST)	10	10
SIDE (WEST - MILL RUN BLVD)	20	20
REAR (NORTH)	25	25
*BUILDING SETBACK VARIANCE IS BEING APPLIED TO REDUCE MINIMUM REQUIRED FRONT SETBACK FROM 35' TO 25' IN ORDER TO PROVIDE A GOOD MANEUVERABILITY TO THE FIRE TRUCK AT THE BACK OF THE BUILDING.		
LANDSCAPE BUFFER		
SIDE (WEST)	0	0
REAR (NORTH)	25	*15
SIDE (EAST)	5	5
FRONT (SOUTH)	0	0
* PROPOSE A REDUCTION OF THE REAR LANDSCAPE BUFFER USING A SOLID FENCE		

LAND USE:
SF/LR (SINGLE FAMILY LOW DENSITY RESIDENTIAL)

ZONING:
RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT)

UTILITIES:

WATER SUPPLY:	TWA
SEWER SERVICE:	TWA
POWER:	KUA

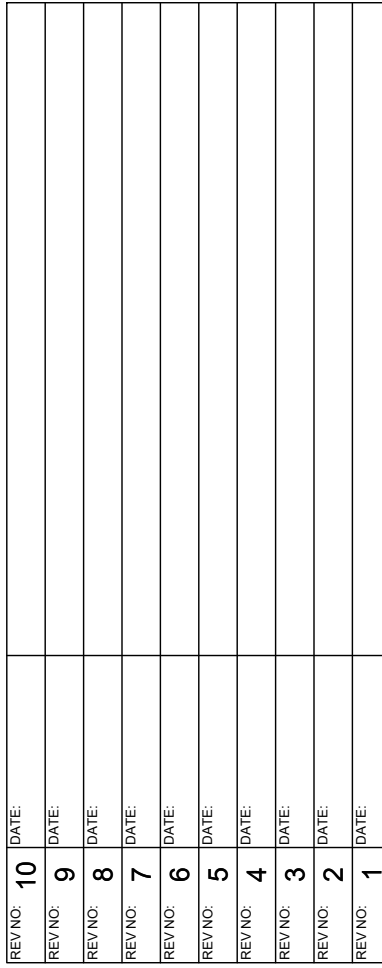
FLOOD ZONE:

ACCORDING TO THE FLOOD INSURANCE RATE (FIRM) PANEL NUMBERS 12097C027G07, DATED 8/18/13, FOR OSCEOLA CO., PORTION OF THE PROPERTY ARE WITHIN THE FLOOD ZONE AE AND X.

GENERAL NOTES:

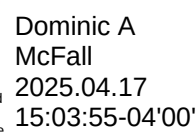
1. THE PROPOSED PROJECT IS FOR COMMERCIAL BUILDING "FIRE STATION".
2. ALL LANDSCAPING SHALL MEET THE REQUIREMENTS OF CITY OF KISSIMEEH LAND DEVELOPMENT CODE.
3. CURB RAMPINGS SHALL BE CAST IN PLACE WITH DETECTABLE WARNING.
4. CONTRACTOR TO CONSTRUCT DETECTABLE WARNINGS PER FDOT 522-002.

R1-1
30" X 30"
HIGH INTENSITY

[illegible]

MILL RUN FIRE STATION

IF THIS SCALE BAR
DOES NOT MEASURE 1"
THE DOCUMENT IS
NOT TO SCALE



SHEET NO: 0104

ITEM 4.C

Public Hearing - First Reading - Proposed Ordinance #25-08 - Deletion of the Building Fee Ordinance

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, AMENDING DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125 ANNUAL INCREASE; SECTION 9-126 TECHNOLOGY; SECTIONS 9-127 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 ANNUAL INCREASE; SECTION 9-147 TECHNOLOGY; SECTIONS 9-148 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-171 PERMIT EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 TECHNOLOGY; SECTIONS 9-174 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A PERMIT; SECTION 8-189 PLAN REVISIONS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-143 TECHNOLOGY; SECTIONS 9-194 THROUGH 9-222 RESERVED; DIVISION 9 FIRE PERMITS SECTION 9-223 SCHEDULE OF PERMIT FEES; SECTION 9-224 INSPECTION FEES; SECTION 9-225 FAILURE TO OBTAIN A PERMIT; SECTION 9-226 PLAN REVISIONS; SECTION 9-227 DUPLICATE PERMITS; SECTION 9-228 PERMIT EXTENSIONS; SECTION 9-229 ANNUAL INCREASE; SECTION 9-230 TECHNOLOGY; SECTIONS 9-231 THROUGH 9-241 RESERVED; DIVISION 10 REFUNDS SECTION 9-242 FEE REFUNDS; SECTION 9-243 APPLICABILITY; AND SECTION 9-244 NON-REFUNDABLE CONDITIONS AND FEES BY UPDATING THE FEES TO ADEQUATELY ADDRESS THE COST OF PROCESSING ITEMS, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Requesting approval to delete the Building Permit Fee Ordinance.

Explanation

At the request of the City Attorney's Office, the current ordinance that outlines all building permit and related fees is being revised. Specifically, the ordinance will no longer contain these fees. Instead, the fee structure will be moved to a separate resolution.

To accomplish this, the proposed ordinance will formally remove all existing building permit and associated fees from the Code of Ordinances. A new resolution—containing the updated fee schedule—will be introduced to the City Commission at the same meeting as the Second and Final Reading of this proposed ordinance. This ensures a seamless transition, with the resolution ready to take effect immediately after the ordinance is amended.

Recommendation

City of Kissimmee

City Commission approve the First Reading

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Craig Holland

Attachment(s):

1. Proposed Ord #25-08 Deleting Building Fees
2. Text Amendment (Building Fees) - CC First Reading Ad 08.19.25
3. Advertisement Affidavit

PROPOSED ORDINANCE #25-08
ORDINANCE NO._____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-123 DUPLICATE PERMITS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125 ANNUAL INCREASE; SECTION 9-126 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-170 DUPLICATE PERMITS; SECTION 9-171 PERMIT EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A PERMIT; SECTION 9-189 PLAN REVISIONS; SECTION 9-190 DUPLICATE PERMITS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-193 THROUGH 9-222 RESERVED; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee Commission has reviewed its schedule of permit fees and now seeks to update same; and

WHEREAS, the City of Kissimmee Commission evaluated each permit fee to determine whether the price affixed to each accurately accounts for the cost associated with reviewing, issuing, processing and closing-out all specific categories of permit; and

WHEREAS, the City of Kissimmee Commission has determined that removing all permitting fees from the Code of Ordinances and adopting an updated schedule of fees for building, mechanical, plumbing and electrical permits by Resolution is within the best interest of the public.

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

For purposes of changes to the text of the Code of Ordinances as set forth below, underlined words indicate additions to existing text, and stricken words indicate deletions from the existing text.

SECTION 1. CHAPTER 9, DIVISION 5 – BUILDING PERMITS is hereby amended to read as follows:

~~DIVISION 5. – BUILDING PERMITS~~

~~Section 9-115. Commercial permit fees.~~

There shall be one building permit issued which shall also be deemed the electrical, plumbing, mechanical and roofing permit for commercial construction projects. All subcontractors working in these trades on the project shall be listed on the permit application, along with their state license numbers. The general contractor shall be responsible for obtaining the required permit, and shall immediately notify the department of any change in subcontractors. All commercial permit fees shall be based on construction and are inclusive of plan review fees, and shall be paid as required at the time of filing the permit application, in accordance with the following schedule:

Project Valuation	Building Permit	Plan Review	Base Fee
\$1.00 to \$1,000.00	\$33.68	\$26.12	\$59.80
\$1,001.00 to \$50,000.00			
First \$1,000.00	\$33.68	\$26.12	\$59.80
Each additional \$1,000.00 or fraction thereof	\$18.56	\$14.39	\$32.95
\$50,001.00 to \$100,000.00			
First \$50,000.00	\$942.99	\$731.34	\$1,674.32
Each additional \$1,000.00 or fraction thereof	\$9.43	\$7.31	\$16.74
\$100,001.00 to \$250,000.00			
First \$100,000.00	\$1,414.48	\$1,097.01	\$2,511.49
Each additional \$1,000.00 or fraction thereof	\$6.06	\$4.70	\$10.76
\$250,001.00 to \$500,000.00			
First \$250,000.00	\$2,323.78	\$1,802.23	\$4,126.01
Each additional	\$9.30	\$7.21	\$16.50

\$1,000.00 or fraction thereof			
\$500,001.00 to \$1,000,000.00			
First \$500,000.00	\$4,647.57	\$3,604.45	\$8,252.02
Each additional \$1,000.00 or fraction thereof	\$6.47	\$5.22	\$11.96
\$1,000,001.00 and over			
First \$100,000.00	\$8,015.37	\$6,216.38	\$14,231.75
Each additional \$1,000.00 or fraction thereof	\$3.37	\$2.61	\$5.98

Section 9-116. — Multifamily permit fees.

There shall be one building permit issued which shall also be deemed the electrical, plumbing, mechanical and roofing permit for multifamily construction projects. All subcontractors working in these trades on the project shall be listed on the permit application, along with their state license numbers. The general contractor shall be responsible for obtaining the required permit, and shall immediately notify the department of any change in subcontractors. All multifamily permit fees shall be based on construction valuation and are inclusive of plan review fees, and shall be paid as required at the time of filing the permit application, in accordance with the following schedule:

Project Valuation	Building Permit	Plan Review	Base Fee
\$1.00 to \$1,000.00	\$33.68	\$26.12	\$59.80
\$1,001.00 to \$50,000.00			
First \$1,000.00	\$33.68	\$26.12	\$59.80
Each additional \$1,000.00 or fraction thereof	\$18.56	\$14.39	\$32.95
\$50,001.00 to \$100,000.00			
First \$50,000.00	\$942.99	\$731.34	\$1,674.32
Each additional \$1,000.00 or fraction thereof	\$9.43	\$7.31	\$16.74
\$100,001.00 to \$250,000.00			
First \$100,000.00	\$1,414.48	\$1,097.01	\$2,511.49
Each additional \$1,000.00 or fraction thereof	\$6.06	\$4.70	\$10.76
\$250,001.00 to \$500,000.00			
First \$250,000.00	\$2,323.78	\$1,802.23	\$4,126.01

Each additional \$1,000.00 or fraction thereof	\$9.30	\$7.21	\$16.50
\$500,001.00 to \$1,000,000.00			
First \$500,000.00	\$4,647.57	\$3,604.45	\$8,252.02
Each additional \$1,000.00 or fraction thereof	\$6.47	\$5.22	\$11.96
\$1,000,001.00 and over			
First \$100,000.00	\$8,015.37	\$6,216.38	\$14,231.75
Each additional \$1,000.00 or fraction thereof	\$3.37	\$2.61	\$5.98

Section 9-117. -- Miscellaneous permit fees.

Where work is to include only structural or architectural elements and does not include any mechanical, electrical, or plumbing trades, the contractor shall be responsible for obtaining the required permit, and shall immediately notify the department of any changes. Miscellaneous permit fees are inclusive of plan review fees, and shall be paid as required at the time of filing the permit application, in accordance with the following schedules:

(1) — *General construction fee.* Unless specifically listed in subsection (2) of this section, the following fees are based on construction value:

Project Valuation	Building Permit	Plan Review	Base Fee
\$1.00 to \$1,000.00	\$33.68	\$17.41	\$51.09
\$1,001.00 to \$50,000.00			
First \$1,000.00	\$33.68	\$17.41	\$51.09
Each additional \$1,000.00 or fraction thereof	\$18.56	\$9.59	\$28.15
\$50,001.00 to \$100,000.00			
First \$50,000.00	\$942.99	\$487.56	\$1,430.54
Each additional \$1,000.00 or fraction thereof	\$9.43	\$4.88	\$14.31
\$100,001.00 to \$250,000.00			
First \$100,000.00	\$1,414.48	\$731.34	\$2,145.82
Each additional \$1,000.00 or fraction thereof	\$6.06	\$3.13	\$9.20
\$250,001.00 to \$500,000.00			
First \$250,000.00	\$2,323.78	\$1,201.48	\$3,525.27

Each additional \$1,000.00 or fraction thereof	\$9.30	\$4.81	\$14.10
\$500,001.00 to \$1,000,000.00			
First \$500,000.00	\$4,647.57	\$2,402.97	\$7,050.54
Each additional \$1,000.00 or fraction thereof	\$6.47	\$3.48	\$10.22
\$1,000,001.00 and over			
First \$100,000.00	\$8,015.37	\$4,144.25	\$12,159.63
Each additional \$1,000.00 or fraction thereof	\$3.37	\$1.74	\$5.11

(2) — *Other miscellaneous type fees.* The following fees shall include the building permit and plan review fees:

Accessory Structure	
0 to 250 square feet	\$60.00
251 square feet and above	Based on valuation. See subsection (1) of this section
Aluminum structure including slab and footing	\$60.00
Burn	\$9.00
Construction/Sales office trailer	\$159.00
Demolition	
0 to 5,000 square feet	\$68.00
Each additional 1,000 square feet and above	\$12.00
Early start	\$41.00
Fence or wall	
0 to 200 lineal feet in length	\$58.00
201 lineal feet and longer in length	Based on valuation. See subsection (1) of this section
Land clearing	\$13.00
Moving a building or structure	\$124.00
Screen room enclosure	\$71.00
Shed	\$105.00
Temporary construction pole	\$68.00
Temporary signs	
Cold air balloon	\$59.00
All other types	\$30.00
Tent	\$52.00
Tower	\$138.00
Tree	\$13.00

Use permit/certificate of occupancy	\$175.00
Temporary use permit/temporary certification of occupancy	\$175.00

Section 9-118.— Single family residence permit.

There shall be one building permit issued which shall also be deemed the electrical, plumbing, mechanical and roofing permit for single family construction projects. All subcontractors working in these trades on the project shall be listed on the permit application, along with their state license numbers. It shall be the general contractor's responsibility to notify the building division of any subcontractor changes. All single permit fees are inclusive of plan review fees, and shall be paid as required at the time of filing the permit application, in accordance with the following schedule:

Project Valuation	Building Permit	Plan Review	Base Fee
0 to 1,599 square feet	\$1,414.48	\$731.34	\$2,145.82
1,600 to 1,999 square feet			
First 1,599 square feet	\$1,414.48	\$731.34	\$2,145.82
Each additional 100 square feet or fraction thereof	\$8.42	\$4.35	\$12.77
2,000 to 2,999 square feet			
First 1,999 square feet	\$1,448.16	\$748.75	\$2,196.91
Each additional 100 square feet or fraction thereof	\$10.10	\$4.22	\$15.33
3,000 to 3,999 square feet			
First 2,999 square feet	\$1,549.19	\$800.99	\$2,350.18
Each additional 100 square feet or fraction thereof	\$5.05	\$2.61	\$7.66
4,000 square feet or greater			
First 3,999 square feet	\$1,603.07	\$828.85	\$2,431.93
Each additional 100 square feet or fraction thereof	\$3.37	\$1.74	\$5.11

Section 9-119.— Inspections.

- ~~(a) — It shall be the responsibility of the contractor to schedule an inspection at the time of completion of that permit type and receive city approval. Any failure to schedule or miss a required inspection shall result in a fee of \$250.00.~~
- ~~(b) — Inspections must be made no later than 3:30 p.m. the proceeding day. Inspection requested after 3:30 p.m. will be scheduled after the following business day. A cancellation of a request for inspection, received after 12:00 noon p.m. of the proceeding day before the scheduled inspection, shall result in a \$67.00 \$80.00 charge for a reinspection fee.~~
- ~~(c) — Outside of normal inspection hours, an inspection may be requested at a fee of \$200.00 for the first two hours, where applicable. Afterwards, a fee of \$401.00 for every four hours shall be charged.~~
- ~~(d) — Reinspections required, due to the rejection of work by the inspector, shall be charged a fee of \$67.00.~~
- ~~(e) — All fees imposed against a permit, under this section, shall be paid to the city in full prior to rescheduling any further inspections.~~

~~Section 9-120. — Valuation of construction.~~

~~Valuation shall be determined by utilizing the latest building valuation data as published by the Southern Building Code Congress International, Inc., or other nationally recognized model code agency.~~

~~Section 9-121. — Failure to obtain a permit~~

~~If any person commences any work on an installation before obtaining the necessary permit, a \$100.00 fee will be charged, and the permit fee will be doubled. Re-instatement of permits that had expired within six months of issuance shall be \$60.00.~~

~~Section 9-122. — Plan revisions.~~

~~(a) Submittal of plan revisions shall be \$76.00.~~

~~Section 9-123. — Duplicate permits.~~

~~Any person requesting a duplicate permit shall be charged \$9.00.~~

~~Section 9-124. — Permit extensions.~~

~~An extension to a building permit shall be \$42.00. An extension to a fire permit shall be \$6.00.~~

~~Section 9-125.—Annual increase.~~

~~Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS).~~

~~Section 9-126 — 9-140 — Reserved.~~

SECTION 2. CHAPTER 9, DIVISION 6 – MECHANICAL PERMITS is hereby amended to read as follows:

~~DIVISION 6.—MECHANICAL PERMITS~~

~~Section 9-141.—Schedule of permit fees.~~

~~On all mechanical work requiring a permit, as set forth by the state building code, fees shall be paid as required at the time of filing applications, in accordance with the following schedule:~~

~~(1) —Minimum fee; fee for issuance of permit. The minimum fee to process a mechanical permit shall be \$19.00.~~

~~(2) —HVAC and refrigeration systems. Cost of permits shall be \$76.00.~~

~~(3) —Inspection fees.~~

~~a. It shall be the responsibility of the contractor to schedule an inspection at the time of completion of that permit type and receive city approval. A mechanical inspection including partial rough, rough and final shall be \$100.00. Any failure to schedule or miss a required inspection shall result in a fee of \$250.00.~~

~~b. Inspections must be made no later than 3:30 p.m. the proceeding day. Inspections requested after 3:30 p.m. will be scheduled after the following business day. A cancellation of request for inspection, received after 12:00 noon of the proceeding business day before the scheduled inspection, shall result in a \$67.00 charge for reinspection fee.~~

~~c. Outside of normal inspection hours, an inspection may be requested at a fee of \$200.00 for the first two hours, where applicable. Afterwards, a fee of \$401.00 for every four hours shall be charged.~~

~~d. Reinspections required, due to rejection of the work by the inspector, shall be charged a fee of \$67.00.~~

~~e. All fees imposed against a permit, under this section, shall be paid to the city in full prior to rescheduling any further inspections.~~

(4) — ~~Failure to obtain a permit.~~ If any person commences any work on an installation before obtaining the necessary permit, a \$100.00 fee will be charged, and the permit fee will be doubled. ~~Re-instatement of permits that had expired within six months of issuance shall be \$60.00.~~

~~Section 9-142. — Plan revisions.~~

(a) — ~~Submittal of plan revisions shall be \$76.00.~~

~~Section 9-143. — Duplicate permits.~~

~~Any person requesting a duplicate permit shall be charged \$9.00.~~

~~Section 9-144. — Permit extensions.~~

~~An extension of to a building permit, shall be \$42.00. An extension to a fire permit shall be \$6.00.~~

~~Section 9-145. — Annual increase.~~

~~Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS).~~

~~Section 9-146 — 9-165. — Reserved.~~

SECTION 3. CHAPTER 9, DIVISION 7 – PLUMBING PERMITS is hereby amended to read as follows:

~~DIVISION 7. — PLUMBING PERMITS~~

~~Section 9-166. — Schedule of permit fees.~~

~~On all plumbing work requiring a permit, as set forth by the state building code, fees shall be paid as required at the time of filing applications, in accordance with the following schedule:~~

Minimum permit issuance	\$19.00
Backflow protective devices	\$25.00
Gas installation	
1 to 4 outlets	\$25.00
Each additional outlet	\$12.00

Hose bibs	\$25.00
Landscape irrigation sprinkler system	
0 to 5 heads	\$4.50
Each additional head	\$0.40
Plumbing fixture (each)	\$25.00
Sewer drain line installation and/or repair	\$25.00
Vacuum breakers	\$25.00
Water piping installation and/or repair	\$25.00
Any other type not specifically listed above	\$25.00

Section 9-167. — Inspections.

- (a) — It shall be the responsibility of the contractor to schedule an inspection at the time of completion of that permit type and receive city approval. Any failure to schedule or miss a required inspection shall result in a fee of \$250.00.
- (b) — Inspections must be made no later than 3:30 p.m. the proceeding day. Inspection requested after 3:30 p.m. will be scheduled after the following business day. A cancellation of a request for inspection, received after 12:00 noon p.m. of the proceeding day before the scheduled inspection, shall result in a \$67.00-\$80.00 charge for a reinspection fee.
- (c) — Outside of normal inspection hours, an inspection may be requested at a fee of \$200.00 for the first two hours, where applicable. Afterwards, a fee of \$401.00 for every four hours shall be charged.
- (d) — Reinspections required, due to the rejection of work by the inspector, shall be charged a fee of \$67.00.
- (e) — All fees imposed against a permit, under this section, shall be paid to the city in full prior to rescheduling any further inspections.

Section 9-168. — Failure to obtain a permit

If any person commences any work on an installation before obtaining the necessary permit, a \$100.00 fee will be charged, and the permit fee will be doubled. Re-instatement of permits that had expired within six months of issuance shall be \$60.00.

Section 9-169. — Plan revisions.

- (a) ~~Submittal of plan revisions shall be \$76.00.~~

Section 9-170. — Duplicate permits.

Any person requesting a duplicate permit shall be charged \$9.00.

~~Section 9-171.— Permit extensions.~~

~~An extension to a building permit, shall be \$42.00. An extension to a fire permit shall be \$6.00.~~

~~Section 9-172.— Annual increase.~~

~~Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS).~~

~~Section 9-173 — 9-185.— Reserved.~~

SECTION 4. CHAPTER 9, DIVISION 8 – ELECTRICAL PERMITS is hereby amended to read as follows:

~~DIVISION 8.— ELECTRICAL PERMITS~~

~~Section 9-186.— Schedule of permit fees.~~

~~On all electrical work requiring a permit, as set forth by the state building code, fees shall be paid as required at the time of filing applications, in accordance with the following schedule:~~

Minimum permit issuance	\$19.00
Cooktop (each)	\$25.00
Elevator (each)	\$25.00
Exhaust fan (each)	\$25.00
Floodlights (each)	\$25.00
Grocers refrigerated display case (each)	\$25.00
Heating and heating appliances	
Up to 1 kw	\$25.00
1 to 5 kw	\$25.00
5 to 10 kw	\$25.00
10 to 15 kw	\$25.00
15 to 25 kw	\$25.00
Over 25 Kw	\$25.00
Low volt	\$35.00
Motor generators	
Up to 1 hp	\$25.00
1 to 3 hp	\$25.00

3 to 5 hp	\$25.00
5 to 10 hp	\$25.00
10 to 25 hp	\$25.00
Over 25 hp	\$25.00
Neon transformer/tubing	
First transformer	\$25.00
Each additional transformer	\$12.00
Outlet and electrical fixture (each)	\$0.30
Power transformers (each)	\$25.00
Range/oven (each)	\$25.00
Sign	
Sign (each)	\$25.00
Sign outlet (per circuit)	\$25.00
Subpanel (each)	\$25.00
Submeter (each)	\$25.00
Temporary service (each)	\$25.00
Time clock (each)	\$25.00
Washer, dryer, and disposal (each)	\$25.00
Water heater (each)	\$25.00
Welder	
Up to 50 amps	\$25.00
Over 50 amps	\$25.00
Window HVAC outlet (each)	\$25.00
X ray machine and dental unit (each)	\$25.00
Any other type not specifically listed above	\$25.00

Section 9-187. — Inspections.

- (a) — It shall be the responsibility of the contractor to schedule an inspection at the time of completion of that permit type and receive city approval. Any failure to schedule or miss a required inspection shall result in a fee of \$250.00.
- (b) — Inspections must be made no later than 3:30 p.m. the proceeding day. Inspection requested after 3:30 p.m. will be scheduled after the following business day. A cancellation of a request for inspection, received after 12:00 noon p.m. of the proceeding day before the scheduled inspection, shall result in a \$67.00 \$80.00 charge for a reinspection fee.
- (c) — Outside of normal inspection hours, an inspection may be requested at a fee of \$200.00 for the first two hours, where applicable. Afterwards, a fee of \$401.00 for every four hours shall be charged.
- (d) — Reinspections required, due to the rejection of work by the inspector, shall be charged a fee of \$67.00.
- (e) — All fees imposed against a permit, under this section, shall be paid to the city in full prior to rescheduling any further inspections.

~~Section 9-188.— Failure to obtain a permit~~

~~If any person commences any work on an installation before obtaining the necessary permit, a \$100.00 fee will be charged, and the permit fee will be doubled. Re-instatement of permits that had expired within six months of issuance shall be \$60.00.~~

~~Section 9-189.— Plan revisions.~~

~~(a) Submittal of plan revisions shall be \$76.00.~~

~~Section 9-190.— Duplicate permits.~~

~~Any person requesting a duplicate permit shall be charged \$9.00.~~

~~Section 9-191.— Permit extensions.~~

~~An extension to a building permit, shall be \$42.00. An extension to a fire permit shall be \$6.00.~~

~~Section 9-192.— Annual increase.~~

~~Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS).~~

~~Section 9-193_ 9-222.— Reserved.~~

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

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

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

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

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this __ day of _____, 2025.

Mayor

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

**CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT**

The City of Kissimmee proposes to adopt the following ordinance that would update Business Regulation fees as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the **First Reading** of the proposed ordinance on **Tuesday, August 19, 2025** at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

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.

Any questions regarding this public hearing may be directed to the Development Services Department at (407) 518-2140 or at planning@kissimmee.gov.

PROPOSED ORDINANCE# 25 -08: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-123 DUPLICATE PERMITS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125 ANNUAL INCREASE; SECTION 9-126 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-170 DUPLICATE PERMITS; SECTION 9-171 PERMIT EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A PERMIT; SECTION 9-189 PLAN REVISIONS; SECTION 9-190 DUPLICATE PERMITS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-143 THROUGH 9-222 RESERVED; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

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

Sold To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL 34741

Bill To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL 34741

**State Of Florida
County Of Orange**

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

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in
the issues of, or by publication on the
newspaper's website, if authorized on Aug
04, 2025.

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



Signature of Affiant

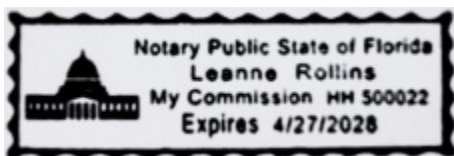
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 5 day of August, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7852008

CITY OF KISSIMMEE NOTICE OF PUBLIC HEARING TEXT AMENDMENT

The City of Kissimmee proposes to adopt the following ordinance that would update Business Regulation fees as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the First Reading of the proposed ordinance on Tuesday, August 19, 2025 at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

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.

Any questions regarding this public hearing may be directed to the Development Services Department at (407) 518-2140 or at planning@kissimmee.gov.

PROPOSED ORDINANCE# 25 -08:
AN ORDINANCE AMENDING THE
CODE OF ORDINANCES OF THE
CITY OF KISSIMMEE, FLORIDA,
CHAPTER 9 BUILDINGS AND
BUILDING REGULATIONS DIVISION
5 BUILDING PERMITS SECTION
9-115 COMMERCIAL PERMIT FEES;
SECTION 9-116 MULTIFAMILY
PERMIT FEES; SECTION 9-117
MISCELLANEOUS PERMIT
FEES; SECTION 9-118 SINGLE
FAMILY RESIDENCE PERMIT;
SECTION 9-119 INSPECTIONS;
SECTION 9-120 VALUATION OF
CONSTRUCTION; SECTION 9-121
FAILURE TO OBTAIN A PERMIT;
SECTION 9-122 PLAN REVISIONS;
SECTION 9-123 DUPLICATE
PERMITS; SECTION 9-124 PERMIT
EXTENSIONS; SECTION 9-125
ANNUAL INCREASE; SECTION
9-126 THROUGH 9-140 RESERVED;
DIVISION 6 MECHANICAL PERMITS
SECTION 9-141 SCHEDULE OF
PERMIT FEES; SECTION 9-142
FAILURE TO OBTAIN A PERMIT;
SECTION 9-143 PLAN REVISIONS;
SECTION 9-144 DUPLICATE
PERMITS; SECTION 9-145 PERMIT
EXTENSIONS; SECTION 9-146
THROUGH 9-165 RESERVED;
DIVISION 7 PLUMBING PERMITS;
SECTION 9-166 SCHEDULE OF
PERMIT FEES; SECTION 9-167
INSPECTIONS; SECTION 9-168
FAILURE TO OBTAIN A PERMIT;
SECTION 9-169 PLAN REVISIONS;
SECTION 9-170 DUPLICATE
PERMITS; SECTION 9-171 PERMIT
EXTENSIONS; SECTION 9-172
ANNUAL INCREASE; SECTION
9-173 THROUGH 9-185 RESERVED;
DIVISION 8 ELECTRICAL PERMITS
SECTION 9-186 SCHEDULE OF
PERMIT FEES; SECTION 9-187
INSPECTIONS; SECTION 9-188
FAILURE TO OBTAIN A PERMIT;
SECTION 9-189 PLAN REVISIONS;
SECTION 9-190 DUPLICATE
PERMITS; SECTION 9-191 PERMIT
EXTENSIONS; SECTION 9-192
ANNUAL INCREASE; SECTION
9-193 THROUGH 9-222 RESERVED;
REPEALING ALL ORDINANCES
IN CONFLICT HEREWITH AND
PROVIDING AN EFFECTIVE DATE.

In accordance with Florida Statutes
286.0105: any person wishing to
appeal any decision made by the City

Commission with respect to any matter considered at such meeting or hearing will need a record of the 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
8/4/2025 7852008

7852008

ITEM 4.D

Public Hearing - First Reading - Proposed Ordinance #25-15 - Utilizing Public-Private Partnerships (P3)

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, PROVIDING FOR A POLICY FOR UTILIZING PUBLIC-PRIVATE PARTNERSHIPS (P3) BY AMENDING THE CODE OF ORDINANCES, CITY OF KISSIMMEE, FLORIDA, ARTICLE VI, FINANCE and TAXATION, CREATING A CHAPTER GOVERNING PUBLIC-PRIVATE PARTNERSHIPS (P3); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Request

Approval of the First Reading of the Proposed Ordinance #25-15 providing for a policy utilizing Public-Private Partnerships (P3).

Explanation

In 2013, the Florida Legislature enacted Section 255.065, Florida Statutes, known as the Public-Private Partnership (P3) Statute, which provides supplemental authority and procedures for the use of P3s in delivering public projects. The statute recognizes a public need for the timely and cost-effective delivery of public-purpose projects, needs that may not be fully met through traditional procurement and delivery methods.

P3s have demonstrated success in accelerating project timelines, reducing costs, and delivering other public benefits. To support this approach, the City seeks to encourage private investment, broaden funding opportunities, and maximize flexibility in the development and delivery of public projects.

As a "responsible public entity" under the P3 Statute, the City is authorized to establish and manage "qualifying projects" in accordance with the procedures set forth in the statute. In order to ensure consistency and efficiency in the use of P3s, the City Commission finds it necessary to adopt uniform procedures to guide both City staff and private sector participants through the P3 process.

Recommendation

Approval of the First Reading of the Proposed Ordinance #25-15 providing for a policy utilizing Public-Private Partnerships (P3).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Olga Sanchez de Fuentes

Attachment(s):

1. Proposed Ordinance #25-15 _ Utilizing Public-Private Partnerships (P3)
2. Proof of Publication - Osceola News Gazette

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KISSIMMEE,
FLORIDA, PROVIDING FOR A POLICY FOR UTILIZING
PUBLIC-PRIVATE PARTNERSHIPS (P3) BY AMENDING
THE CODE OF ORDINANCES, CITY OF KISSIMMEE,
FLORIDA, ARTICLE VI, FINANCE and TAXATION,
CREATING A CHAPTER GOVERNING PUBLIC-PRIVATE
PARTNERSHIPS (P3); PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS; PROVIDING FOR
CODIFICATION; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, a public-private partnership ("P3") is a commonly used term to refer to contractual agreements between a public entity and the private sector to allow for greater private sector participation in the delivery of public projects; and

WHEREAS, the City of Kissimmee, Florida (the "City"), is a general-purpose government with all home rule powers and authority to enter into P3 agreements on its own terms and conditions; and

WHEREAS, in 2013, the Florida Legislature enacted Section 255.065, Florida Statutes, as since amended, with supplemental authority and procedures for P3s (the "P3 Statute"); and

WHEREAS, there is a public need for timely and cost-effective delivery of projects serving a public purpose, and this need may not be wholly satisfied by existing methods of purchasing, procurement, and product delivery; and

WHEREAS, P3s have demonstrated they can meet the needs of the public by improving the schedule for project delivery, lowering project costs, and providing other benefits to the public; and

WHEREAS, the City wishes to encourage investment in the City by private entities, to facilitate funding sources for the development of public projects, and to provide for the greatest possible flexibility in contracting for public projects under the P3 Statute; and

WHEREAS, the City is a "responsible public entity," as defined in the P3 Statute, and is authorized to follow the processes described in the P3 Statute to establish a P3 as a "qualifying project," as defined in the P3 Statute; and

WHEREAS, the P3 Statute recognizes the authority of local governments to utilize its own procurement processes for qualifying projects and does not limit a local government's existing authority to enter into agreements with the private sector, including authority from existing home rule powers; and

WHEREAS, to promote the efficient and effective use of P3 project delivery, the City Commission finds it necessary to adopt uniform procedures to be used by both City administration and private entities for such projects; and

WHEREAS, the City Commission has determined that the proposed amendments serve the public health, safety, and welfare of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, IN SESSION DULY AND REGULARLY ASSEMBLED AS FOLLOWS:

SECTION 1. The above recitals are true and correct and by reference as the findings of the City Commission as if expressly set forth herein.

SECTION 2. Chapter 2, Article VI, Division 5 of the Code of Ordinances, City of Kissimmee, Florida is hereby created:

2-859. Public-private partnerships.

(a) Definitions; purpose and scope; applicability.

- a. "P3" means a public-private partnership between the City and a private entity that involves the private sector taking on additional risks of a P3 qualifying project, such as design, construction, finance, long-term operation, and revenue.
- b. "P3 Statute" means section 255.065, Florida Statutes, as may be amended.
- c. The definitions found in Section 1 of the P3 Statute are incorporated herein by reference.
- d. This section creates a uniform process for private entities and the City to engage in P3s consistent with the P3 Statute.
- e. When considering a public project, the City may elect to: follow a process consistent with the P3 Statute; follow any other legally available project delivery process; or determine not pursue the project in its sole and absolute discretion.
- f. The City may develop and maintain separate P3 administrative policies containing more detailed procedures and requirements for entering into P3 agreements, consistent with this section.
- g. When the City procures stand-alone "professional services," as defined in the Consultants' Competitive Negotiation Act, codified at F.S. 287.055, or when it procures professional services in the context of a design-build project, the City will either follow the P3 process in addition to F.S. 287.055, or may choose to solely follow F.S. 287.055.

(b) Solicited P3 proposals.

- a. The City may procure P3 agreements and qualifying projects by competitive solicitation pursuant to its standard procedures, rules, and requirements governing competitive solicitations, including but not limited to requests for qualification, invitations to negotiate, or any other method of project delivery. The rules of such competitive solicitations shall govern. The City is not obligated to proceed under the P3 Statute when soliciting proposals, and may follow any legally available procurement process, regardless of whether the project constitutes a P3 qualifying project and regardless of whether the ultimate transaction may be characterized as a P3.
- b. Any solicitation under the authority of the P3 Statute must specifically identify the P3 Statute as the governing procurement process. If a P3 solicitation under the P3 Statute includes design work, the P3 solicitation must include a design criteria package prepared by a licensed architect, landscape architect, or engineer properly engaged by the City.

(c) Unsolicited conceptual P3 proposals.

- a. Submission of an unsolicited conceptual P3 proposal is not required; a private entity may forego submitting a conceptual proposal and instead submit a detailed proposal.
- b. A private entity seeking review of a conceptual P3 proposal must submit the proposal to the City Manager to analyze the City's potential interest in pursuing the proposed project as a P3.
- c. A private entity submitting a conceptual proposal must also simultaneously tender a conceptual proposal review fee. The City will not review a conceptual P3 proposal that is not accompanied by the payment of this fee. Payment must be made by cash, cashier's check, or other noncancelable instrument. Personal or business checks will not be accepted. If the initial unsolicited conceptual P3 proposal review fee is insufficient to cover the City's costs or if the City incurs third-party costs to evaluate the unsolicited conceptual P3 proposal, the City will request in writing the additional amounts required. If the private entity does not tender the additional requested amount within thirty (30) days of the date of the written request, the proposal will be deemed withdrawn and the private entity must pay another proposal review fee if it later submits another unsolicited conceptual P3 proposal.
- d. A conceptual P3 proposal must contain information sufficient to inform the City about:
 - i. The overall character of the proposed P3 qualifying project;

- ii. The general experience of the private entity; and
 - iii. The general strategies to ensure successful project delivery.
 - e. If the City Manager desires to move forward with substantive review, the City Manager will place the conceptual P3 proposal on a meeting agenda for the City Commission's determination as to whether to continue with substantive review of the conceptual P3 proposal.
 - f. If the City Commission rejects the conceptual P3 proposal without substantive review, the City will return the conceptual P3 proposal review fee.
 - g. If the City Commission accepts the conceptual P3 proposal for substantive review, the City Manager will notify the private entity of the anticipated time required for the City to complete its substantive review of the conceptual P3 proposal. The City Manager will then assess whether:
 - i. The proposed project is a “qualifying project” as defined by the P3 Statute;
 - ii. The proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.,; and
 - iii. The proposed project is reasonably likely to satisfy the criteria established by the P3 Statute.
 - h. Upon completing its review of the conceptual P3 proposal, the City Manager will notify the private entity in writing of the City's position regarding the proposed project. The City Manager may:
 - i. Not to pursue the proposed project;
 - ii. Pursue the proposed project or a similar project, using other procurement methods;
 - iii. Continue considering the proposed project under the P3 Statute and request that the private entity submit a detailed P3 proposal. Such request does not constitute a formal P3 solicitation under the P3 Statute.
 - i. The City's disposition of a conceptual P3 proposal does not limit its discretion or authority with respect to future projects, whether solicited or unsolicited.
- (d) Unsolicited detailed P3 proposals.

- a. A private entity seeking review of an unsolicited detailed P3 proposal must submit the proposal to the City Manager together with the initial unsolicited detailed P3 proposal review fee.
 - i. The City will not review an unsolicited P3 detailed proposal that is not accompanied by the payment of this fee. The unsolicited detailed P3 proposal fee is non-refundable, unless the City does not evaluate the proposal. Payment must be made by cash, cashier's check, or other noncancelable instrument. Personal or business checks will not be accepted.
 - ii. If the initial unsolicited detailed P3 proposal review fee is insufficient to cover the City's costs or if the City incurs third-party costs to evaluate the unsolicited P3 detailed proposal, the City will request in writing the additional amounts required. If the private entity does not tender the additional requested amount within thirty (30) days of the date of the written request, the proposal will be deemed withdrawn and the private entity must pay another proposal review fee if it later submits another unsolicited detailed P3 proposal.
- b. An unsolicited detailed P3 proposal must contain information sufficient to inform the City about the detailed quality and character of the proposed P3 qualifying project, the detailed experience and capacity of the private entity, and the detailed financial and implementation strategies to ensure successful project delivery. This information must include the following:
 - i. A description of the private entity, including name, address, website, type of organization, legal structure, and portfolio of prior projects;
 - ii. Name and complete contact information of the primary point of contact for the detailed P3 proposal;
 - iii. Names and experience of proposed key project personnel;
 - iv. Type of support needed, if any, from the City, for example, facilities, equipment, materials, personnel, financial resources, etc.;
 - v. Identification of any proprietary data used and the manner in which it is used;
 - vi. Identification of any outside entities or professionals the private entity has or intends to consult with respect to the project;
 - vii. The names of all other federal, state, or local agencies receiving the same proposal;
 - viii. Identification of any anticipated or pending litigation, claims, or controversies that impact the project, and the scope of the potential impact for each;

- ix. A complete description of the objective of the project, the method of approach, the nature of the anticipated results, the characteristics that make it a P3 qualifying project worthy of pursuit by the City, and how the project is compatible with regional infrastructure plans;
 - x. A detailed overview of the proposed business arrangements, including the plan for the development, financing, and operation of the project;
 - xi. Information demonstrating the private entity's understanding of and willingness to assume the risks associated with the project, including but not limited to costs, financing, construction, and quality assurance;
 - xii. A preliminary project schedule;
 - xiii. A detailed financial analysis of the proposed project; and
 - xiv. Specification as to when the pricing or terms of the proposal will expire.
- c. The City may meet with the private entity to gain a deeper understanding of the P3 detailed proposal, and the City may request that the private entity submit additional information. These meetings will be preliminary in nature and will not include or constitute substantive negotiations of agreement terms. The City shall perform an independent analysis of the proposed P3 which demonstrates the cost-effectiveness and overall public benefit.
- d. Within sixty (60) business days after receipt of the unsolicited P3 detailed proposal, the City Manager will place the proposal on a meeting agenda for the City Commission's preliminary determination as to: (1) whether to deem the proposed project a qualifying project under the P3 Statute, and therefore give further direction as to (a) whether to move forward with a public bidding process, or (b) to proceed without a public bidding process and instead proceed to schedule public interest hearings required by the P3 Statute; or (2) whether to reject the proposal in its sole and absolute discretion. The City is not obligated to pursue a project under the P3 Statute, even if the project satisfies the statutory definition of a qualifying project.
- i. If the City Commission elects to proceed with a public bidding process, it may choose to give notice pursuant to the P3 Statute, to give additional notice in any manner it sees fit, or to issue its own solicitation entirely pursuant to Section 2-859(b) above.
 - ii. If the City Commission elects to proceed without a public bidding process, the proposal must be presented at a duly noticed public meeting to which affected public entities have been specifically invited and members of the public are able to provide comment; and a second duly noticed public meeting must be held during which the City Commission must consider all of the following factors and make a determination that the proposal is in the public's interest:

1. Public Interest Factors:
 - a. The benefits to the public.
 - b. The financial structure of and the economic efficiencies achieved by the proposal.
 - c. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.
 - d. The project's compatibility with regional infrastructure plans.
 - e. Public comments submitted at the meeting.
 2. The City Commission must provide a statement that explains why the proposal should proceed and addresses such comments.
 3. If the City Commission cannot consider all factors or make the public interest determination, it may reject the proposal in its sole and absolute discretion, or it may determine to move forward with a public bidding process.
- e. Within one hundred twenty (120) days of the public bidding notice being closed, or the public interest determination or a later date if the City Commission by a majority vote determines a longer time is necessary to suit the needs of the project, the City Commission will rank the proposals received in order of preference. In ranking the proposals, the City Commission may consider factors that include, but are not limited to, professional qualifications, general business terms, innovative design techniques or cost-reduction terms, and finance plans. The City will also consider the following factors:
- i. Whether the proposed project is a P3 qualifying project;
 - ii. Whether the proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.;
 - iii. Whether the proposed project is reasonably likely to satisfy the criteria established by the P3 statute;
 - iv. Whether the P3 qualifying project is in the public's best interest;
 - v. Whether the P3 qualifying project involves a facility owned by the City or a facility for which ownership will be conveyed to the City;
 - vi. Whether the proposal and comprehensive agreement have adequate safeguards in place to ensure additional costs or service disruptions are not imposed on the public in the event of material default by the private entity or cancellation of the P3 qualifying project by the City;

- vii. Whether the proposal and comprehensive agreement have adequate safeguards in place to ensure the City or the private entity has the opportunity to add capacity to the P3 qualifying project or other facilities serving similar predominantly public purposes;
 - viii. Whether the P3 qualifying project will be owned by the City upon completion or termination of the project and payment of amounts financed;
 - ix. Whether there is a public need for or benefit derived from the P3 qualifying project;
 - x. Whether the estimated cost of the P3 qualifying project is reasonable in relation to similar facilities; and
 - xi. Whether the proposal and comprehensive agreement will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the P3 qualifying project.
 - xii. If an unsolicited P3 detailed proposal involves architecture, engineering, or landscape architecture, the city will engage licensed professionals for review and evaluation of the initial and any subsequent proposals, in accordance with the P3 Statute.
- f. The City Manager may then begin negotiations for a comprehensive agreement with the highest-ranked firm. If the City Manager is not satisfied with the results of the negotiations, the City Manager may terminate negotiations with the proposer and negotiate with the second-ranked or subsequent-ranked firms. If only one proposal is received, the City Manager may negotiate in good faith, and if not satisfied with the results of the negotiations, the City Manager may terminate negotiations with the proposer. Notwithstanding this paragraph, City has complete discretion and authority to reject any unsolicited detailed P3 proposal it receives at any time and may reject any or all proposals at any point in the process until a contract with the proposer is executed.
- g. Before entering into an interim or comprehensive agreement, the City will consider the finance plan, the P3 qualifying project cost, revenues by sources, available financing, major assumptions, internal rate of return on private investments, if governmental funds are assumed in order to deliver a cost-feasible, and a total cash-flow analysis beginnings with the implementation of the project and extending for the term of the comprehensive agreement, and any other matters which are set forth in the P3 Statute.
- h. Any interim or comprehensive agreement entered into as a result of an unsolicited detailed P3 proposal shall conform to all requirements of the P3 Statute.

(e) Public records.

- a. Information made or received by the City in connection with the transaction of the City's official business is subject to the Florida Public Records Law. If a private entity believes any information it submits to the City is exempt from the Public Records Law under any additional statutory exemptions, the private entity must expressly identify the statutory basis of the claimed exemption and segregate the exempt information.

SECTION 3. If any section, subsection, sentence, clause, phase, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. In the event of any conflicts between the provisions of this ordinance and any other ordinance or portions thereof, the provisions of this ordinance shall prevail to the extent of such conflict.

SECTION 5. This ordinance shall be codified and may be renumbered and cross-referenced to accomplish such codification.

SECTION 6. This ordinance shall take effect immediately upon adoption.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2025.

Jackie Espinosa, Mayor-Commissioner

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney



OFFICIAL AD PROOF

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

Notice ID: eMtXiw9JJkmEjwRzXLSv | **Proof Updated: Jul. 31, 2025 at 10:15am EDT**
Notice Name: COK PROPOSED ORDINANCE 25-15*Public Hearing

See Proof on Next Page

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Columns Wide: 2	Ad Class: Legals
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08/14/2025: Legal and Public Notice Notice	59.89
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Subtotal	\$59.89
Tax %	0
Processing Fee	\$5.99
Total	\$65.88

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, August 19, 2025, at 6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Wednesday, September 3, 2025, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #25-15

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, PROVIDING FOR A POLICY FOR UTILIZING PUBLIC-PRIVATE PARTNERSHIPS (P3) BY AMENDING THE CODE OF ORDINANCES, CITY OF KISSIMMEE, FLORIDA, ARTICLE VI, FINANCE and TAXATION, CREATING A CHAPTER GOVERNING PUBLIC-PRIVATE PARTNERSHIPS (P3); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE
CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
August 14, 2025

ITEM 4.E

Public Hearing - First Reading - Proposed Ordinance #25-16 - Amending the Affordable Housing Advisory Committee (AHAC) Membership and Term Requirements

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 18 COMMUNITY RELATIONS, ARTICLE II, HOUSING, DIVISION 3, AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING SECTION 18-66 TO MODIFY COMMITTEE MEMBERSHIP; AMENDING SECTION 18-67 TO INCLUDE TERM AND TERM LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE

Request

Approval of the First Reading of Proposed Ordinance #25-16

Explanation

In accordance with Florida Statute §420.9076, the City of Kissimmee is required to establish an Affordable Housing Advisory Committee (AHAC) as a condition of receiving State Housing Initiatives Partnership (SHIP) program grant funding through the Florida Housing Finance Corporation. The AHAC's primary responsibility is to conduct an annual review of local affordable housing policies and incentive strategies, and to provide recommendations to the City Commission based on its findings.

This ordinance establishes the new composition, membership requirements and term limits of the AHAC to ensure compliance with the requirements of Florida Statute §420.9076. Past resolutions, dating back to 2005, established the AHAC and its membership; however, this ordinance reflects necessary changes to align with current statutory requirements.

Recommendation

Approval of the First Reading of Proposed Ordinance #25-16

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Mike Steigerwald

Attachment(s):

1. Prop Ord 25-16 - Amending AHAC Membership and Term Requirements
2. Proof of Publication - Osceola News Gazette

PROPOSED ORDINANCE NO #25-16
ORDINANCE NO _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 18 COMMUNITY RELATIONS, ARTICLE II, HOUSING, DIVISION 3, AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING SECTION 18-66 TO MODIFY COMMITTEE MEMBERSHIP; AMENDING SECTION 18-67 TO INCLUDE TERM AND TERM LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Affordable Housing Advisory Committee (AHAC) seeks to include the requirements of a locally elected official as required by F.S. 420.9076; and

WHEREAS, the City desires to amend the required committee membership from 11 members to 9; and

WHEREAS, the City further seeks to establish clear committee member terms and term limits.

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

SECTION 1. RECITALS. The forgoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance. For purposes of changes to the text of the Code of Ordinances as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words indicate deletions from existing text.

SECTION 2. MEMBERSHIP is hereby amended as follows:

The advisory committee shall consist of ~~11 members~~ 9 members. ~~Six~~ Five members shall constitute a quorum. The advisory committee may not take formal action unless a quorum is present but may meet to hear presentations if duly noticed. The committee must consist of one locally elected official from the city and one representative from at least eight of the categories below:

- (1) One citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- (2) One citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- (3) One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
- (4) One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;

- (5) One citizen who is actively engaged as a for-profit provider of affordable housing;
- (6) One citizen who is actively engaged as a not-for-profit provider of affordable housing;
- (7) One citizen who is actively engaged as a real estate professional in connection with affordable housing;
- (8) One citizen who actively serves on the local planning agency pursuant to F.S. § 163.174;
- (9) One citizen who resides within the jurisdiction of the local governing body making the appointments;
- (10) One citizen who represents employers within the jurisdiction;
- (11) One citizen who represents essential services personnel, as defined in the local housing assistance plan.

SECTION 3. MEETINGS; TERMS; APPOINTMENTS; OFFICERS

- (a) The ~~affordable housing advisory~~ committee member terms shall be established for a three-year period, commencing ~~with the effective date of the resolution~~ on the date of appointment by the City Commission.
- (b) Committee members may be reappointed by the City Commission for two (2) additional three-year terms. Members shall not serve more than three (3) consecutive three-year terms.
- (c) At the conclusion of the term limit provided in (b), a member may not apply as a new candidate to the committee for a period of three (3) years.
- (d) Meetings shall be held at least ~~triennially~~ quarterly or more frequently, as necessary.
- (e) The advisory committee shall comply with the Government in the Sunshine Law, the Public Records Law and the special provisions regarding notice of plan considerations found in F.S.~~Ch.~~ Chapter 420.
- (f) The advisory committee shall elect a chair, vice-chair and such other officers as it deems necessary. The ~~chairman~~ chairperson is charged with the duty of conducting the meeting in a manner consistent with law.
- (g) Staff, administrative and facility support for the advisory committee shall be provided by the city commission with SHIP administrative funds.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Commission that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. REPEAL OF ORDINANCES. All Ordinances in conflict herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance takes effect upon passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2025.

Jackie Espinosa, Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney



INTERIM AD DRAFT

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If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: fhnlRadSbXRxF22REH8 | **Proof Updated: Aug. 04, 2025 at 04:10pm EDT**
Notice Name: COK ORDINANCE 25-16*Public Hearing

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Subtotal	\$61.29
Tax %	0
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Total	\$67.42

NOTICE OF PUBLIC HEARING

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PROPOSED ORDINANCE #25-16

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 18 COMMUNITY RELATIONS, ARTICLE II, HOUSING, DIVISION 3, AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING SECTION 18-66 TO MODIFY COMMITTEE MEMBERSHIP; AMENDING SECTION 18-67 TO INCLUDE TERM AND TERM LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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August 14, 2025

ITEM 5.A

Public Hearing - Resolution determining the P3 Proposal received from Azure Hotel International, Inc to be in the public's best interest and approval of the Master Development Agreement

Request

Adoption of a resolution determining the P3 Proposal received from Azure Hotel International, Inc to be in the public's best interest and approving the final Master Development Agreement.

Explanation

1. Resolution:

The City previously adopted a Strategic Plan prioritizing the development of a hotel and conference center to boost tourism, accommodate conferences and business travelers, enhance the City's appeal to visitors, and generate employment opportunities.

On February 28, 2025, the City received an unsolicited public-private partnership proposal (P3) from Azure Hotel International, Inc. for the development of a hotel and convention center on the Civic Center property. A competing unsolicited proposal for a hotel and related uses on the same site was also submitted by other developers.

On July 1, 2025, the City Commission held a duly noticed public meeting where the revised unsolicited proposals were presented. During the meeting, affected public entities and members of the public provided input. Following the presentations, the City Commission unanimously directed City staff to proceed with the revised proposal submitted by Azure Hotel International, Inc.

The unsolicited proposal qualifies as a "qualifying project" under Section 255.065, Florida Statutes. The City's professional staff conducted an independent analysis, concluding that the proposal is both cost-effective and beneficial to the public.

2. Master Development Agreement:

On August 14, 2025, Azure Hotel Inc. and the City agreed upon the final proposed terms of the Master Development Agreement for the redevelopment of the existing Kissimmee Civic Center Site. The new development will have a substantial economic impact to the City with major agreement points that include:

- A new, 45,000 square foot Convention Center constructed with no public debt, and the continued use of the facility for designated events and days at no cost.
- A guaranteed annual lease payment for the Convention Center worth \$2.5M annually with automatic yearly escalators. Resulting in the complete payback of the City's contributions within five years.
- A 5% profit share of the hotel's Net Operating Income and the City's ability to use meeting space in the facility at no cost.
- Strong performance and completion security to protect the City's investment in the project.

Recommendation

Adopt a resolution determining the P3 Proposal received from Azure Hotel International, Inc to be in the public's best interest and approve the Master Development Agreement.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Attorney

Presenter: Olga Sanchez de Fuentes

Attachment(s):

1. (S) Resolution No. _ P3 Public Interest Determination - Azure Hotel International, Inc
2. (S) Master Development Agreement - Azure Hotels International (Signed by Azure)

RESOLUTION NO.

A RESOLUTION OF THE CITY OF KISSIMMEE, FLORIDA, DETERMINING THAT THE UNSOLICITED PUBLIC-PRIVATE PARTNERSHIP PROPOSAL RECEIVED FROM AZURE HOTEL INTERNATIONAL, INC. FOR THE DEVELOPMENT OF A HOTEL AND CONVENTION CENTER IN DOWNTOWN KISSIMMEE IS IN THE PUBLIC’S INTEREST PURSUANT TO SECTION 266.065(3)(C), FLORIDA STATUTES; AUTHORIZING THE FINAL NEGOTIATIONS FOR A COMPREHENSIVE AGREEMENT, THE ASSOCIATED MANAGEMENT AND OPERATIONS AGREEMENTS, AND ALL OTHER REQUIRED INSTRUMENTS BETWEEN THE CITY AND AZURE HOTEL INTERNATIONAL, INC., AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE AGREEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida (the “City”) has previously adopted a Strategic Plan prioritizing the development of a hotel and conference center, to boost tourism, accommodate conferences and business travelers, and increase attractiveness to visitors, while creating jobs; and

WHEREAS, the City had previously issued a solicitation for the redevelopment of its existing Kissimmee Civic Center property into a hotel and conference center, located at 201 E. Dakin Ave., within the Downtown Kissimmee Community Redevelopment Area (the “Property”) in 2023; and

WHEREAS, the 2023 competitive solicitation did not yield acceptable responses and the solicitation was cancelled; and

WHEREAS, the City received an unsolicited public-private partnership proposal for the development of a hotel and convention center on the Property from Azure Hotel International, Inc. on February 28, 2025; and

WHEREAS, the City also received a competing unsolicited proposal for development of a hotel and associated uses on the Property from IHRMC Hotels and Resorts Management; and

WHEREAS, following a series of public meetings and workshops, both Azure Hotel International, Inc. and IHRMC Hotels and Resorts Management submitted revised unsolicited proposals to the City; and

WHEREAS, on July 1, 2025, the City Commission held a duly noticed public meeting at which the revised unsolicited proposals were presented, affected public entities and members of the public were able to provide comment, and the City Commission unanimously directed City staff

to proceed with the revised unsolicited proposal from Azure Hotel International, Inc. (the “Unsolicited Proposal”); and

WHEREAS, the Unsolicited Proposal presents a “qualifying project” in accordance with those statutory requirements set forth and identified within Section 255.065 of the Florida Statutes; and

WHEREAS, the City’s professional staff has performed an independent analysis of the proposal which demonstrates the cost-effectiveness and overall public benefit; and

WHEREAS, on August 19, 2025, the City Commission considered the Unsolicited Proposal at a second, duly noticed public meeting and specifically considered the following factors:

1. The benefits to the public.
2. The financial structure of and the economic efficiencies achieved by the proposal.
3. The qualifications and experience of the private entity that submitted the proposal and such entity’s ability to perform the project.
4. The project’s compatibility with regional infrastructure plans.
5. Public comments submitted at the meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE IN SESSION DULY AND REGULARLY ASSEMBLED THAT:

Section 1. The above recitals are true and correct legislative findings.

Section 2. The Unsolicited Proposal is in the public’s interest, in accordance with the requirements set forth and identified in Section 255.065, Florida Statutes.

Section 3. The Unsolicited Proposal should proceed based on the following findings:

The benefits to the public.

The convention center and associated hotel project is intended to serve a public purpose by provided a space for educational and government activities that will benefit the Kissimmee community, ensuring that the project is in the public interest.

The financial structure of and the economic efficiencies achieved by the proposal.

Financing is structured by Azure through private investors. The convention center will be owned by the City, while being operated and maintained by Azure. The project budget has been structured based on market studies and detailed cost analyses of similar convention centers and hotels in the region. Innovative financing models, such as tax incentives and

private funding, have been considered to optimize costs and ensure the Project's financial feasibility.

The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.

Azure Hotel International Inc. has over 30 years' experience in hotel management and real estate development. Together with its partners, Sky Builders USA, Preferred Hotels & Resorts, Pininfarina, Broughton Capital Group (BCC) & Evolt Capital, the private entity team meets the minimum standards for contracts for traditional procurement projects.

The project's compatibility with regional infrastructure plans.

The Downtown Kissimmee Community Redevelopment Agency, pursuant to its most recent Community Redevelopment Area (CRA) Master Plan pursuant to chapter 163, Florida Statutes, has established a goal to improve and provide additional amenities within public spaces and specifically to develop a new convention center within the CRA (Goal 23.8). The CRA Master Plan and the Unsolicited Proposal to deliver this project are therefore compatible with regional infrastructure plans.

Public comments submitted at the meeting.

The City Commission has considered all public comments at each public meeting. The public comments have been mostly positive and constructive toward the revitalization of the City's downtown through the redevelopment of a convention center and associated hotel.

Section 4. The City Clerk is directed to publish this Resolution in the Florida Administrative Register pursuant to section 255.065, Florida Statutes.

Section 5. The City Manager, City Attorney, and staff are hereby authorized to finalize negotiations for a comprehensive agreement and all associated management and operations agreements, to be approved by the City Commission.

Section 6. This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 19th day of August, 2025.

Attest:

CITY OF KISSIMMEE, FLORIDA

City Clerk

Mayor-Commissioner

Approved as to form and legality:

City Attorney

MASTER DEVELOPMENT AGREEMENT
BETWEEN
CITY OF KISSIMMEE
AND
AZURE HOTEL INTERNATIONAL, INC.

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EXHIBITS

- A. LEGAL DESCRIPTION OF PROPERTY
- B. CONVENTION CENTER DEVELOPMENT & OPERATIONS PLAN
- C. HOTEL CONSTRUCTION PLAN
- D. LAND TRANSFER DOCUMENTS (HOTEL SITE)
- E. PUBLIC FUNDING SCHEDULE
- F. EVENT SCHEDULE
- G. INSURANCE REQUIREMENTS

MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (the "**Agreement**") is entered into on this ____, day of August, 2025, by and between the City of Kissimmee, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "**City**"), and Azure Hotel International, Inc., a corporation duly organized and existing under the laws of the State of Florida (hereinafter referred to as "**Developer**" or "**AHI**"); the City and the Developer are each a "Party" and may collectively be referred to as the "Parties". This Agreement serves to formalize the partnership between the City and the Developer for the development and operation of a transformative project consisting of a hotel and convention center in downtown Kissimmee. The project aims to stimulate economic growth, attract tourism, and enhance the quality of life in the community.

WITNESSETH

WHEREAS, the City has long expressed a desire to enhance its downtown district to attract more tourists and stimulate economic growth; and

WHEREAS, the City is duly authorized by its City Charter (Section 4, Chapter 2), the Florida Constitution, and Florida Statutes, to own, hold, use, rent, lease, grant, sell, and dispose of the Property, and any interest therein, for municipal and public purposes; and

WHEREAS, the City Commission, sitting as the Downtown Kissimmee Community Redevelopment Agency, adopted its most recent Community Redevelopment Area (CRA) Master Plan pursuant to chapter 163, Florida Statutes, establishing a goal to improve and provide additional amenities within public spaces and specifically to develop a new convention center within the CRA (Goal 23.8); and

WHEREAS, the City owns certain real property and an existing convention center in downtown Kissimmee, as more particularly described in the Legal Description, attached hereto as **Exhibit A** and incorporated herein (the “**Property**”); and

WHEREAS, on February 28, 2025, Developer submitted an unsolicited proposal to the City Commission for the development of a 10-story, 300-room hotel and a 45,000 square foot convention center on the Property, aimed at revitalizing downtown Kissimmee through the first public-private partnership of its kind in the City's history; and

WHEREAS, the City also received a competing unsolicited proposal for development of a hotel and associated uses on the Property from IHRMC Hotels and Resorts Management; and

WHEREAS, following a series of public meetings, the Developer submitted a revised unsolicited proposal on June 9, 2025, which included a \$183.8 million investment, the construction of two distinct buildings comprising a city-owned convention center and a privately operated hotel, and a revenue-sharing structure beneficial to the City; and

WHEREAS, on July 1, 2025, the City Commission held a duly noticed public meeting at which the Developer’s revised proposal as well as a revised proposal of IHRMC Hotels and Resorts Management were presented, affected public entities and members of the public were able to provide comment, and the City Commission unanimously approved Developer’s proposal; and

WHEREAS, on July 30, 2025, the City published in the Florida Administrative Register Issue 51/149, a Public Notice of Intent to sell property located within the City of Kissimmee Downtown Community Redevelopment District, pursuant to F.S. 163.380; and

WHEREAS, on August 19, 2025, the City Commission considered the Developer’s revised proposal at a second duly noticed public meeting and determined that Developer’s proposal

is in the public interest pursuant to section 255.065(3)(c), Florida Statutes, and to therefore proceed without engaging in further solicitation for additional competing proposals; and

WHEREAS, the City shall file a report including the public interest determination required by section 255.065(3)(c), Florida Statutes, the factors considered in making such public interest determination, and the City's findings as to each factor; and

WHEREAS, the parties intend to enter into this Agreement to formalize their partnership, underpinned by the statutory authority of Fla. Stat. § 255.065, ensuring compliance with all applicable public-private partnership requirements, including but not limited to, the prohibition against creating public debt or financial guarantees, preservation of City ownership of public assets, and incorporation of performance guarantees; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions set forth in this Agreement as follows:

ARTICLE I - DEFINITIONS

1.1 Definitions.

For the purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them below:

- a. **"Agreement"** means the Master Development entered into by and between the Developer and the City, including all exhibits, schedules, amendments, and modifications thereto.

- b. **“by Azure,” “Azure Resorts,”** means a phrase that must be included in the name of the Convention Center during the term of Azure’s lease agreement, as part of the branding and references to the Convention Center.
- c. **"Builder’s risk insurance"** means insurance that covers a building where the building or insured area is under construction. It can cover just the structure, or also the materials on site waiting to be installed or transported to the job site.
- d. **“CC Draw Event”** means, for the Convention Center and permitting City draw under §7.1A: (i) failure to Commence Vertical Construction (Convention Center) by twenty-four (24) months after the Effective Date; (ii) cessation of material work for ninety (90) consecutive days (excluding Force Majeure); (iii) failure to obtain a Certificate of Occupancy within forty-two (42) months after the Effective Date (Force Majeure only); (iv) misuse of City funds; or (v) any uncured Event of Default relating to the Convention Center.
- e. **"Certificate of Occupancy"** means a document issued by a local government agency or building department certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.
- f. **"City"** means the City of Kissimmee, a municipal corporation of the State of Florida.
- g. **"City Contribution"** means the financial and other contributions to be made by the City towards the development and operation of the Convention Center as outlined in this Agreement.
- h. **"Comprehensive General Liability (CGL) Insurance"** means insurance coverage that protects against claims for bodily injury, property damage, and personal and advertising injury that may arise from business operations.

- i. **"Convention Center"** means the facility to be developed and operated by the Developer pursuant to the terms of this Agreement.
- j. **"Convention Center Operator"** means a special purpose entity owned by AHI, designated to manage the Convention Center on behalf of AHI under this Agreement.
- k. **"Cyber liability insurance"** means insurance that covers businesses for data breaches and other cyber security issues.
- l. **"Developer"** means AHI, a corporation duly organized and existing under the laws of the State of Florida.
- m. **"Development Milestones"** means specific progress points in the development process at which certain actions are taken, or conditions must be met.
- n. **"Estimated Cost Breakdown"** means a detailed allocation of the project's costs, including soft costs, hard costs, and contingencies.
- o. **"Events of Default"** means conditions that constitute a breach of the Agreement's terms, leading to possible termination.
- p. **"Force Majeure"** means any event beyond the control of the parties, including but not limited to acts of God, war, terrorism, civil disturbance, governmental action, or natural disaster, that prevents one or both parties from fulfilling their obligations under this Agreement.
- q. **"GAAP"** means Generally Accepted Accounting Principles.
- r. **"Gross Negligence"** means a severe degree of negligence taken as reckless disregard, blatant indifference to one's legal duties, or the rights and safety of others.
- s. **"Hotel"** means Azure Hotel – Historic Kissimmee Downtown, to be constructed, owned, and operated by the Developer pursuant to this Agreement.

- t. **“Hotel NOI”** means for any period, Hotel Gross Revenues from the Hotel minus Operating Expenses incurred in the ordinary course of operating and maintaining the Hotel, calculated on an accrual basis in accordance with U.S. GAAP consistently applied, excluding (i) debt service and other financing costs, (ii) federal, state, and local income taxes, (iii) depreciation and amortization, and (iv) capital expenditures.
- u. **“Hotel Property”** means the property that will be deeded to the Developer for the construction of the Hotel.
- v. **“Hotel Profit Sharing Structure and Benefits”** means the specific terms outlining the division of net operating income between the City and the Developer, as part of their Agreement.
- w. **“Independent Entity”** means a business that operates independently, without control from any outside organizations, including the parties to this Agreement.
- x. **“Indirect, Special, Incidental, Punitive, or Consequential Damages”** means damages that are not directly related to the breach of contract but are a secondary consequence of a breach, such as lost profits, revenue, data, or use.
- y. **“Lease Agreement”** means an arrangement where the City grants the Developer the right to operate and manage the City-owned Convention Center for a specified annual fee.
- z. **“Licenses, Permits, and Approvals”** means official documents or permissions required by law to engage in certain activities or operations.
- aa. **“Naming Rights”** means the exclusive right of the City to name the Convention Center and to market, assign, or sell such rights to “Azure” or “by Azure Resorts”.

- bb. "No-Lien Covenant"** means an agreement that AHI will not encumber or otherwise burden the Convention Center, any City-owned property, or public assets with liens, mortgages, or similar claims.
- cc. "Notice and Cure Period"** means the timeframe provided to a defaulting party to remedy a breach of the Agreement.
- dd. "Performance Terms"** means criteria set forth to evaluate the Developer's management and operations of the Convention Center, including revenue and event volume thresholds.
- ee. "Pioneer Grant"** means a financial incentive provided by the City pursuant to its Pioneer Project Incentive Program (PPIP) in the amount not to exceed \$1.5 million provided by the City to support the development of the hotel, which shall be disbursed in accordance with the milestone schedule set forth in Exhibit F. The Pioneer Grant funds may only be used for qualified development costs as defined in Section 5.3 of this Agreement and shall be subject to the City's verification and audit rights.
- ff. "Project"** means the comprehensive development described in this Agreement, including the planning, financing, equipping, construction, ownership, operation, and maintenance of (i) a publicly owned Convention Center and (ii) a privately owned hotel, currently known as the Azure Hotel – Historic Kissimmee Downtown, both located in downtown Kissimmee, Florida. The Project encompasses all associated infrastructure improvements, performance requirements, public-private partnership terms, and economic development components as outlined in this Agreement.
- gg. "Public-Private Partnership"** means a cooperative arrangement between one or more public sectors (in this case, the City of Kissimmee) and the private sector (in this case,

Azure Hotel International, Inc.), aimed at financing, designing, constructing, improving, renovating, expanding, equipping, maintaining, implementing, and operating projects serving a public purpose and supporting facilities.

hh. "Remedies" means the actions or penalties that may be taken or imposed by the non-defaulting party in response to a breach of the Agreement.

ii. "Substantial Completion" shall mean the stage in the progress of construction when the Project, or a designated portion thereof, is sufficiently complete in accordance with the approved plans and specifications, such that the Project (or applicable portion) can be occupied, used, and operated for its intended purpose in compliance with applicable codes, regulations, and permits, and all building systems are functional and operational, even if minor or punch list items remain to be completed or corrected. Substantial Completion shall be evidenced by the issuance of a Temporary Certificate of Occupancy or equivalent documentation from the authority having jurisdiction or equivalent documentation acceptable to both Parties, permitting use and occupancy of the facility for its primary intended function, subject only to final inspections, minor corrections, and non-life-safety related deficiencies.

jj. "Termination Rights" means the conditions under which either party may elect to terminate the Agreement.

kk. "Total Investment" means the total financial investment required for the development and operation of the Convention Center and associated Hotel.

ll. "Tourist Development Tax (TDT) Revenues" means funds collected by Osceola County from taxes on tourism-related activities, which may be used by the County to support the development of the Convention Center.

mm. “Vertical Construction” shall mean the commencement of above-grade building activities on the Project site, including but not limited to the erection of structural elements such as footings, columns, walls, beams, or slabs that form part of the permanent structure of the building. Vertical Construction excludes site preparation, demolition, grading, excavation, utility installation, foundation work below grade, and other preliminary or enabling activities. For purposes of this Agreement, Vertical Construction shall be deemed to have commenced upon the first physical placement of building materials above the existing ground level that are intended to remain as part of the permanent structure, and may be verified through City inspection or permitting documentation.

ARTICLE II - PROJECT DESCRIPTION AND COMPONENTS

2.1 Project Description.

The Project consists of the development of a multi-purpose Convention Center facility designed to host conferences, exhibitions, and large-scale events, along with a hotel facility to accommodate convention attendees and visitors. This Agreement governs the ownership structure of both properties, terms of the City's land contribution, deed restrictions, and zoning/entitlement responsibilities.

2.2 Project Components.

- a. The Convention Center.** The Developer shall develop and operate the Convention Center in accordance with the Convention Center Development and Operations Plan, attached hereto as **EXHIBIT B**. This plan outlines key design elements, construction milestones, staffing models, operational protocols, performance expectations, and maintenance

standards. The Developer shall not materially deviate from this plan without prior written approval from the City, which shall not be unreasonably withheld or delayed.

- b. The Hotel.** The Developer shall construct the Hotel in accordance with the schedule, milestones, and design standards set forth in the Hotel Construction Plan, attached hereto as **EXHIBIT C**. Any material changes to the Hotel Construction Plan shall require prior written approval from the City, which shall not be unreasonably withheld or delayed.
- c. Economic and Community Impact.** This project is poised to generate significant employment opportunities, increase local income, and foster sustainable economic growth. By attracting visitors and businesses, the convention center and hotel will elevate Kissimmee's profile as a destination, while the thoughtful design and alignment with city regulations ensures long-term benefits for residents, including improved quality of life through enhanced infrastructure and amenities.

2.3 Project Timeline.

- a. Definitive Agreements Execution.** All definitive agreements with the City, including this Agreement, must be executed on or before August 19, 2025, in order to meet target opening dates. The Parties understand and acknowledge that the failure to meet this deadline may result in schedule adjustments and potential cost increases.
- b. Convention Center Target Opening.** The target grand opening for the Convention Center is set for the first quarter of 2029, subject to a 36-month construction timeline. This schedule is contingent upon there being no force majeure events, permitting delays, or other circumstances beyond AHI's reasonable control.
- c. Hotel Target Opening.** The target grand opening for the Hotel is set for the second quarter of 2029, subject to a 42-month construction timeline. This timeline will commence upon

both (i) receipt of all necessary permits and approvals and (ii) AHI obtaining control of the civic center and is contingent upon there being no force majeure events, permitting government delays, or other circumstances beyond AHI's reasonable control.

- d. Adjustments for Delayed Agreement Signing.** In the event that this Agreement is not signed by August 19, 2025, for any reason, including delays caused by the City's internal processes or approvals, (i) the target opening dates shall be adjusted day-for-day to account for such delay, and (ii) the construction timeline durations shall remain the same from the date of actual signing. For purposes of day-for-day adjustments, target opening dates shall be calculated from the last business day of the specified target quarter. If the adjustment results in a date falling in a different quarter, the adjusted target quarter shall be updated accordingly in all project documentation.

ARTICLE III - LAND USE AND OWNERSHIP

3.1 Land Use and Ownership.

This section establishes the terms and conditions under which land use and ownership of the Property, as described in Exhibit A, shall be governed between the City and Developer concerning the development of the Convention Center and the Hotel.

3.2 Convention Center Land Use and Ownership.

Prior to construction of the Convention Center, any existing buildings on the Property shall be removed, and the site shall be cleared and prepared for construction by the Developer or its contractors. The Convention Center shall then be constructed on the Property and shall be subject to a long-term ground lease agreement between the City, as lessor, and the Developer, as lessee, as set forth in Article VI of this Agreement and to be drafted and approved by the City Commission

at a later date. The City shall retain fee simple title to both the Property and all improvements constructed thereon, including without limitation the Convention Center. This ownership structure is intended to enable private financing and operation of the Convention Center by the Developer while preserving the City's public ownership interest. The Developer hereby acknowledges and agrees that (i) the City holds exclusive fee simple title to the Property and all improvements thereon, (ii) the Developer's only interest in the Property and improvements is as lessee under the Lease Agreement, and (iii) the Developer shall not take any action that challenges, interferes with, or is inconsistent with the City's fee simple ownership, private financing, and operation of the Convention Center by the Developer while preserving the City's public ownership interest. **3.3 Hotel Land Use and Ownership.**

The real property on which the hotel will be developed shall be conveyed by the City to the Developer, pursuant to the land transfer documents attached as **EXHIBIT D** (the “Land Transfer Documents – Hotel Site”). The City shall plat and deed the Hotel Property, generally located on or about the area of the existing site of the Kissimmee Civic Center, to the Developer at no cost. The total acreage of land to be deeded to the Developer shall not exceed the minimum amount necessary to accommodate the site layout and configuration required to comply with all applicable codes, ordinances, and statutory requirements. The final legal description of the property to be conveyed shall be mutually agreed upon by both parties prior to transfer. The transfer shall be contingent upon satisfaction of pre-closing conditions and compliance with all applicable statutory requirements, including Florida public-private partnership laws, as set forth in the Land Transfer Documents – Hotel Site. The Developer shall have sole ownership of the Hotel Property, subject to the following conditions:

a. Restrictions on Transfer. The Developer may not sell, transfer, or otherwise convey the hotel property before completion of construction and issuance of a Certificate of Occupancy, without the City's prior written consent.

b. Contingency on Compliance. Development rights are contingent upon compliance with all terms of this Agreement, including achieving specified Development Milestones and obtaining necessary permits and approvals.

c. Performance Bond. The Developer shall provide a performance bond equal to the appraised value of the land at the time of conveyance, as determined by the average of two independent City-approved MAI-certified appraisals (one selected by each Party). This bond shall remain in place until a Certificate of Occupancy is issued for the Hotel. If a Performance Bond cannot be obtained by the developer for the intended purposes of this section, the Developer shall place in Escrow the full amount of the appraised Hotel Property that shall be subject to the same terms.

d. Failure to Perform. If the Developer fails to (i) complete substantial construction within thirty-six (36) months, or (ii) complete construction and obtain a Certificate of Occupancy within forty-eight (48) months (unless delayed by force majeure, governmental actions, supply chain disruptions, or other circumstances beyond Developer's reasonable control), the performance bond shall be forfeited and paid to the City. Title shall automatically revert to the City if the Developer fails to initiate vertical construction within twenty-four (24) months. Project deadlines shall be automatically extended to account for qualifying delays outlined in this section above.

ARTICLE IV- DESIGN, DEVELOPMENT AND CONSTRUCTION OBLIGATIONS

4.1 Convention Center.

The City and Developer agree that development of the Convention Center shall proceed in three sequential phases , each with specific deliverables and associated expected outcomes, as outlined below:

a. Design Phase

- **Deliverable.** Developer shall prepare and submit complete architectural and engineering plans for the Convention Center.
- **Expected Outcome.** City approval of final design documents, such approval not to be unreasonably withheld, conditioned, or delayed.

b. Development Phase

- **Deliverable.** In addition to the specific matters listed in (d) below, Developer shall obtain all required land use approvals, permits, and authorizations necessary for construction.
- **Expected Outcome.** Issuance of all zoning, environmental, and building permits by the appropriate regulatory authorities.

c. Construction Phase

- **Deliverable.** Developer shall construct the Convention Center in accordance with the approved plans, specifications, and applicable laws.

- **Expected Outcome.** Issuance of a Certificate of Occupancy for the Convention Center.

d. Permit and Regulatory Compliance

Developer shall obtain and maintain, at its sole cost, all permits and approvals necessary for the Convention Center, including but not limited to:

- i. Zoning and land use approvals from the City of Kissimmee Development Services Department;
- ii. Building permits from the City's Development Services Department;
- iii. Environmental permits from federal, state, and local authorities, including but not limited to compliance with the Clean Air Act, Clean Water Act, National Environmental Policy Act (NEPA), and all applicable Florida environmental regulations;
- iv. Fire and life safety approvals;
- v. Utility connection permits;
- vi. Certificate of Occupancy upon completion.

Developer shall ensure compliance with all applicable environmental and building codes and shall meet the quality, design, and performance standards set forth in this Agreement and its exhibits. The City reserves the right to review and approve the final design and construction plans solely to ensure conformity with the terms of this Agreement and to safeguard the City's interest in the completed asset.

e. Design Standards and Review Process

Design Standards.

- i. The Developer shall adhere to high-quality architectural and engineering standards that align with the strategic vision for the downtown Kissimmee area. This includes sustainable design practices, compliance with local aesthetic guidelines, and incorporation of innovative construction technologies.
- ii. The design must prioritize energy efficiency, accessibility, and environmental sustainability, incorporating elements such as green roofs, solar panels, and rainwater harvesting systems where feasible.
- iii. The Developer is required to ensure that all design elements are consistent with the character and historical context of the downtown Kissimmee area, promoting architectural harmony and community integration.

Review Process.

- i. The Developer shall submit preliminary design concepts to the City for initial feedback within 60 days of executing this Agreement.
- ii. Detailed architectural and engineering plans shall be submitted to the City for formal review no later than 120 days from the execution of this Agreement.
- iii. The City shall have 30 business days to review and provide any necessary feedback or request modifications to ensure compliance with the agreed design standards.
- iv. The Developer shall incorporate the City's feedback and resubmit the revised plans within 20 business days of receiving the City's comments.
- v. Final approval of the design plans by the City shall not be unreasonably withheld, conditioned, or delayed.

- vi. Any subsequent material changes to the approved design plans must be submitted to the City for approval, which shall follow the same review timelines and procedures outlined above.

The parties acknowledge that the City must ensure a professional review and evaluation of the design and construction throughout the project to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects. Such review shall be performed by an architect, a landscape architect, or an engineer licensed in this state qualified to perform the review, and such professional shall advise the City through completion of the design and construction of the Project.

The parties acknowledge that the “expected outcomes” are intended to set forth the sequential intended timeline of events between the contracting parties and, specifically as to the City, in a proprietary capacity. Nothing contained in this Agreement, including but not limited to the expected outcomes listed above, represents an agreement to grant any development approvals needed for the Project.

f. City Contributions

The City shall provide financial contributions and support in accordance with Article V of this Agreement, subject to Developer’s satisfaction of the milestones and performance guarantees described herein.

g. Change Management

- i. **Change Orders.** Any change in scope, cost, or construction schedule shall require a written change order. All change orders must be approved in writing by both the Developer and the City. Any change order that would increase the total project cost for the Convention Center of \$54,900,000 or extend contract time requires approval by the governing body (City Commission).
- ii. **Contractor Selection and Oversight.** Developer shall be solely responsible for hiring and managing contractors and subcontractors. All contractors and subcontractors must meet required licensing, insurance, and performance standards required by this Agreement and section 255.065(5)(a), Florida Statutes, requiring compliance with any minimum standards of the City for traditional projects.

h. Force Majeure – Convention Center

In the event of Force Majeure involving the Convention Center project, the affected party shall provide prompt written notice to the other party detailing the nature of the event and its expected impact. The parties shall cooperate in good faith to mitigate the effects and resume performance under the Agreement as soon as reasonably practicable. If the Force Majeure event continues for a period exceeding ninety (90) consecutive days, either party may terminate this Agreement upon written notice to the other party, without liability or penalty, except for payments due for obligations performed prior to the date of termination. Additionally, the parties may mutually agree in writing to extend the ninety (90) day period if there is a reasonable expectation that the Force Majeure event will be resolved and performance can resume.

4.2 Hotel.

The development of the Hotel shall similarly follow a phased approach, with Developer assuming full responsibility for financing, design, construction, and operations.

a. Design Phase

- **Deliverable:** Developer shall submit architectural and engineering drawings for the Hotel, including floor plans, elevations, and systems designs.
- **Expected Outcome:** Completion of final design package and submission to relevant regulatory authorities for review and permitting.

b. Development Phase

- **Deliverable:** Developer shall obtain all necessary permits and approvals, including site plan approval, building permits, and environmental clearances.
- **Expected Outcome:** Authorization to commence construction activities.

c. Construction Phase

- **Deliverable:** Developer shall demolish the existing Kissimmee Civic Center and construct the Hotel in accordance with the approved plans and shall meet all applicable health, safety, and building code requirements. The City shall, at its own cost and expense, relocate all existing occupants and utilities from the Kissimmee Civic Center, typically included in general demolition activities, and provide written certification that the facility is vacant and ready for demolition. Developer's obligation to commence demolition and the associated project timeline shall be automatically extended day-for-day for any delays in the City's completion of such relocation activities.

- **Expected Outcome:** Issuance of a Certificate of Occupancy and readiness for operational launch.

d. Permit and Compliance Obligations

Developer shall be responsible for securing all permits necessary for hotel development, including:

1. Site plan approval and zoning compliance;
2. Environmental permits, as applicable;
3. Construction permits from the City of Kissimmee;
4. Fire, life safety, and accessibility compliance; and
5. Certificate of Occupancy prior to operation.

e. City Contributions

The City shall provide financial and real property contributions and support in accordance with Article V of this Agreement.

4.3 City Oversight and Conditions.

The City shall retain the right to review development progress for the purpose of confirming compliance with approved plans and the public objectives of this Agreement. Additionally, in the event of delay or non-compliance, Developer acknowledges that performance bond and clawback provisions under Sections 7.1 and 7.2 of this Agreement shall apply.

ARTICLE V - FINANCING AND FUNDING

5.1 Purpose.

This Article outlines the financial commitments, funding mechanisms, and cost-sharing arrangements between the City and Developer in support of the design, development, construction, and operation of the Convention Center and the Hotel.

5.2 Financial Structure

The total estimated investment for the Project is \$183.8 million, allocated between the Hotel and the Convention Center as follows:

Component	Hotel	Convention Center	Combined
Soft Costs	\$15.2M	\$11.5M	\$26.7M
Hard Costs	\$102.0M	\$38.4M	\$140.4M
Contingencies	\$11.7M	\$5M	\$16.7M
Total Investment	\$128.9M	\$54.9M	\$183.8M

Note: Investment estimates are subject to refinement during final design and development.

5.3 Financing Structure

a. Convention Center Financing

- The Convention Center shall be financed by the Developer through private capital sources.
- Loan repayment shall derive exclusively from Convention Center revenue or if Osceola County, in its discretion allocated TDT funds for eligible convention center purposes, such funds may be applied with no pre-payment penalty.

- The City shall have no obligation to repay, guarantee, or underwrite any portion of the Convention Center financing.
- All financing secured by the Developer shall be non-recourse to the City.
- Under no circumstances may Developer pledge, mortgage, encumber, or place liens on the Convention Center or any other City-owned asset.
- Developer's financing for the Convention Center shall not exceed \$54.9 million, not including contingencies for price increases, pre-opening expenses and 6 months operational reserves.

b. Hotel Financing

- The Hotel shall be financed through a private loan secured by the Developer, with a planned amortization over 30 years from commencement of operations.
- The City shall not assume any risk or liability for the Hotel's debt or financial performance.

5.4 City Financial Support.

The City's financial support for the Project includes the following:

- a. \$10 Million Allocation.** Designated for redevelopment of the Kissimmee Civic Center site, including construction support for the Convention Center.
- b. Demolition Reimbursement.** The City shall reimburse the Developer for demolition costs of the existing Civic Center, based on an independently sourced estimate approved by the City and aligned with the Project schedule. The reimbursement amount shall be included in the Public Funding Schedule.

- c. **Pioneer Grant.** A one-time \$1.5 million grant to support hotel development, to be disbursed according to the Public Funding Schedule upon achievement of specified development milestones.
- d. **Tax Incentives.** The City of Kissimmee shall provide AHI with the following tax incentives where applicable, legally permitted, and agreed upon when credits require the approval of the City Commission. The City shall cooperate with AHI to complete all necessary documentation to secure these incentives within 30 days of request. AHI may also be eligible for other standard hospitality industry tax incentives as may be available from time to time.
- e. **Owner Direct Purchasing.** To reduce construction costs, the City may implement an Owner Direct Purchasing (ODP) program for materials, furniture, fixtures, and equipment (FFE) using its tax-exempt status for constructing and equipping the City-owned Convention Center. AHI and its contractors shall: (a) identify eligible items for the ODP program; (b) provide detailed cost estimates and specifications for such items at least thirty (30) days prior to scheduled procurement; (c) coordinate with the City's purchasing department to facilitate direct purchases; and (d) inspect all ODP items upon delivery for compliance with specifications. AHI shall assume all risk and remain fully responsible for all material incorporated into any project, directly purchased by the City or not. This will include, but not be limited to, insurance, theft, storage, damage during installation, coordination, quantities ordered, submittals, protection, scheduling, shipping, security, expediting, receiving, installation, cleaning, and all applicable warranties, etc. The title and ownership of any ODP items shall remain with the City. Notwithstanding the foregoing: (i) the parties shall share equally any costs from concealed defects in ODP items not

discoverable through reasonable inspection; and (ii) the City shall be responsible for project delays and additional costs caused by City vendors or purchasing processes, with project timelines automatically extended day-for-day for such delays.

5.5 City Disbursement Schedule.

- a. An initial deposit of \$3 million (30% of the \$10 million allocation) will be paid to Developer within five (5) business days of execution of definitive agreements subject to lawful appropriation.
- b. The remaining balance shall be disbursed in phases based on verified Development Milestones and submission of supporting invoices.
- c. The City may, in its sole discretion and subject to funding availability, make additional contributions toward Convention Center construction costs from other sources, including Tourist Development Tax (TDT) revenues, with no prepayment penalties applied.
- d. The City's financial contributions, disbursement schedule, and applicable incentive programs are outlined in **EXHIBIT E (Public Funding Schedule)**, attached hereto and incorporated by reference. These schedules govern the timing, conditions, and permitted uses of public funds and incentives made available by the City

5.6 Economic Impact and Return on Investment

- a. **Estimated Payback Period.** The City's anticipated \$11.8 million contribution to the Convention Center and Hotel is projected to be recouped within approximately five to six (5–6) years through, hotel tax collections, and increased economic activity, subject to market conditions and other factors outside Developer's control.

ARTICLE VI - LEASE TERMS

6.1 Management and Lease of the Convention Center.

a. Lease Agreement and Annual Rent. The City shall enter into a Lease Agreement with the Developer, under which the Convention Center shall be leased to the Developer for an initial annual base rent of Two Million Five Hundred Thousand Dollars (\$2,500,000), payable in quarterly installments on or before the 15th calendar day of the first month of each quarter. The base rent shall be subject to annual adjustment using a mutually agreed-upon inflation index, as specified in the Lease Agreement, provided that any annual increase shall not exceed three percent (3%) regardless of the actual inflation rate. However, in no case shall the annual adjustment be less than 1%. The Developer shall assume operational and financial responsibility for the Convention Center throughout the lease term, subject to force majeure events and other exceptions specified in this Agreement.

The initial term of the Lease Agreement shall be thirty (30) years, with options to renew for additional ten (10) year increments, subject to:

1. mutual agreement by the Parties,
2. continued compliance with performance standards set forth in this Agreement and the Lease Agreement, and
3. satisfactory operational performance as evaluated by the City under this Agreement.

For purposes of clarity, Developer shall remain contractually responsible to the City for all obligations under this Agreement and the Lease Agreement, including the acts or omissions of the Convention Center Operator.

b. Marketing and Promotion Plan. On or before January 15 of each year, the Developer shall submit an annual Marketing and Promotional Plan for the Convention Center to the City.

This plan shall outline strategies to maximize facility utilization, attract target market segments, and increase bookings.

c. Performance Standards. Starting in the fourth (4th) year of operations, the City shall conduct an annual performance evaluation based on the following thresholds:

1. **Gross Revenue Floor.** The Convention Center's annual gross revenue shall not fall below eighty percent (80%) of the average gross revenue generated during the first three (3) full fiscal years of operations, adjusted annually for inflation using a mutually agreed index.
2. **Event Volume Floor.** The annual number of event days shall not fall below eighty percent (80%) of the average event volume during the same initial three-year period, excluding City-sponsored events.

Failure to meet either threshold for two consecutive fiscal years, absent a force majeure event, material adverse market conditions, or other excusable circumstances as defined in Article XX, shall constitute a Performance Default, subject to penalties and potential corrective measures as defined in the Lease Agreement. Either Party may request a reevaluation of the performance baselines in the event of a material market shift, including but not limited to pandemics or economic recessions.

d. Operating Reserves and Losses. If the Convention Center's gross revenue in any fiscal year is insufficient to cover approved operating expenses, the Developer shall be solely

responsible for funding any resulting shortfalls. Under no circumstances shall the City be obligated to subsidize operations or assume liability for financial losses.

e. Payment and Reporting Requirements. All financial obligations due from the Developer to the City, including lease payments, or other payments, shall be paid quarterly, no later than the 15th calendar day of the month following each quarter. Each payment shall be accompanied by an itemized financial statement disclosing:

- Gross revenues
- Management fee calculations
- Operating costs
- Any supporting documentation mutually agreed upon and reasonably requested by the City, with at least 30 days' prior written notice, provided that such requests shall not be unduly burdensome or disruptive to Developer's normal business operations

ARTICLE VII - PERFORMANCE GUARANTEES

7.1 Convention Center Completion Guarantee.

If a Certificate of Occupancy (CO) for the Convention Center is not issued within forty-two (42) months from the Effective Date of this Master Development Agreement, the following remedies shall apply:

- The City shall suspend all remaining financial contributions under this Agreement, including, but not limited to, any undisbursed municipal funds and demolition reimbursements.

- The Developer shall be required to refund all financial contributions previously disbursed by the City under this Agreement within sixty (60) calendar days of written notice and may draw under the bond or letter of credit within Section 7.1A Convention Center Performance Guarantee.
- The City shall have no obligation or liability for any soft costs, hard costs, or debt obligations incurred by the Developer or its affiliates.
- The City shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Developer.

7.1A Convention Center Performance Guarantee

a. Form and Amount. As a condition precedent to any City disbursement under Exhibit E, Developer shall deliver to City, and maintain through issuance of the Convention Center CO, either (i) AIA Document A312 Performance and Payment Bonds (latest edition) naming City as obligee and issued by a Florida-admitted surety rated A-/VII or better (A.M. Best), or (ii) an irrevocable standby letter of credit acceptable to City, in each case in an amount not less than the total project cost of the Convention Center (currently \$54,900,000) plus ten percent (10%) (the “Convention Center Performance Security”). Any LOC must be irrevocable, unconditional, payable at sight on City’s certificate of a CC Draw Event, evergreen through CO with 60 days’ non-renewal notice, and issued by a U.S. FDIC-insured bank. No substitution or reduction without City’s prior written consent.

b. Secured Obligations. The Convention Center Performance Security secures: (1) completion of the Convention Center in accordance with this Agreement; and (2) refund of all City funds disbursed under Exhibit E if required by §7.1.

c. Draw Events. City may draw, in whole or part, upon any CC Draw Event:

1. Non-Commencement: failure to Commence Vertical Construction (Convention Center) within twenty-four (24) months after the Effective Date;
2. Cessation/Abandonment: cessation of material work for ninety (90) consecutive days (excluding Force Majeure);
3. Completion Failure: failure to obtain a CO within forty-two (42) months after the Effective Date (Force Majeure only);
4. Misuse of City Funds;
5. Material Default (uncured under Art. XV);
6. LOC Non-Renewal/No Replacement: City receives non-renewal notice and no replacement security acceptable to City is delivered ≥ 30 days before expiry;
7. Surety/Bank Downgrade: required rating is lost and acceptable replacement is not delivered within 10 business days.

d. Notice and Cure Before Draw. City shall give 10 business days' prior written notice of intent to draw identifying the CC Draw Event; if fully cured in that period, City will not draw (Non-Commencement and Completion Failure are not curable by promise).

e. Application of Proceeds. Proceeds may be applied to (i) reimburse City (including interest and reasonable enforcement costs) and/or (ii) completion of the Convention Center.

f. Replenishment. Developer shall replenish any drawn amount within 15 days.

g. Survival. This §7.1A survives termination to permit draws for pre-termination CC Draw Events.

7.2 Hotel Completion Guarantee.

If a Certificate of Occupancy (CO) for the Hotel is not issued within forty-eight (48) months from the date the City transfers the Property to the Developer, the following shall occur:

- The performance bond required under Section 3.3 shall be immediately forfeited and paid to the City of Kissimmee.
- The Developer shall refund all City contributions disbursed in support of the hotel project, including the \$1.5 million Pioneer Grant and any other direct financial incentives, within sixty (60) calendar days of notice of default.

7.3 Additional Security Instruments.

To ensure compliance with its development and operational obligations, the Developer shall provide and maintain adequate performance guarantees, which may include but are not limited to:

- Performance bonds;
- Letters of credit;
- Insurance coverage meeting minimum standards as set forth in this Agreement.

The City shall retain oversight and audit rights, exercisable upon reasonable advance written notice during normal business hours and no more than once per calendar year (unless there is reasonable suspicion of non-compliance), to verify compliance with all performance guarantees and reserves the right to request reasonable modifications to the security instruments to address evolving project risks.

VIII - REVENUE SHARING AND ECONOMIC TERMS

8.1 Convention Center Lease Payments.

Pursuant to the lease arrangement outlined in Article VI (Lease Terms), the Developer shall lease the Convention Center from the City. All lease terms, including renewals, escalation formulas, and payment mechanics, are further detailed in Article VI and the separate Lease Agreement.

8.2 Marketing and Promotional Budget.

The Developer shall allocate a minimum of \$350,000 annually for marketing, promotion, and event sales efforts for the Convention Center. This budget shall be included in the Developer's Annual Operating Plan, to be submitted to the City for review and non-binding recommendations, as described in Article VI.

8.3 Use of City Contributions.

The City's financial contributions, including up to \$10 million in funding and reimbursement for demolition of the existing Civic Center, shall be used solely toward the development of the Convention Center. The City's financial contributions of a \$1.5 million Pioneer Grant shall be used solely toward the development of the Hotel. Disbursements shall be milestone-based and subject to verification of completion of work, as outlined in Article V (Financing and Funding).

8.4 Additional Funding Commitments.

The City shall use commercially reasonable efforts to identify and apply additional sources of funding, including grants, tax incentives, and Tourist Development Tax (TDT) revenues, to support Convention Center construction and activation. The City shall not be obligated to provide funds beyond those expressly committed in this Agreement.

8.5 Economic Impact Reporting.

The Developer shall submit to the City an Annual Economic Impact Report no later than January 31st of each year, detailing Convention Center performance metrics including event volume, attendance, gross revenue, hotel occupancy impact, job creation, and local spending estimates.

8.6 Hotel Tax Revenue.

All applicable ad valorem, sales, and tourist development taxes generated from the Hotel and Convention Center operations shall be collected in accordance with state and local law. The Developer agrees to comply with all reporting and remittance requirements and shall cooperate with the City to ensure accurate documentation of tax-generating activity.

8.7 Hotel Profit Sharing Structure and Benefits

a. Profit Share.

Beginning on the first full calendar quarter following the Hotel's opening for business to the public, Developer shall pay to City an amount equal to five percent (5%) of Hotel NOI for such quarter. Payments shall continue for the Term.

b. True Up.

Within thirty (30) days after the end of each calendar quarter, Developer shall deliver to City a statement showing Hotel Gross Revenues, Operating Expenses, and Hotel NOI for such quarter, together with payment of the Hotel Profit Share due for that quarter. Within ninety (90) days after the end of each fiscal year, Developer shall deliver an annual statement and make any true-up payment necessary so that City has received five percent (5%) of the Hotel NOI for the fiscal year in the aggregate.

c. Negative Periods.

If Hotel NOI for a period is negative, no Hotel Profit Share is due for that period, and such negative amount shall not carry forward to reduce Hotel NOI in subsequent periods.

d. No Setoff.

Developer shall not withhold, defer, or set off the Hotel Profit Share against any amounts claimed to be due from City, except as expressly permitted in this Agreement.

e. Coordination with Other Economic Terms.

The Hotel Profit Share is separate from and in addition to any revenue-sharing, fees, or performance obligations related to the Convention Center or any other Project component, and shall not be used to offset or reduce those obligations.

ARTICLE IX – CITY RIGHTS AND PUBLIC USE

9.1 City-Sponsored Use of Convention Center.

As a core component of this Public-Private Partnership, the City shall retain the right to utilize the Convention Center, at no charge, for official municipal and community purposes.

Eligible uses include, but are not limited to:

- Official City ceremonies and meetings
- Intergovernmental and civic events
- Economic development initiatives
- Signature City events
- Community-focused programming and activities

These rights shall apply to both recurring events identified at the time of execution of this Agreement and future events as reasonably requested by the City.

9.2 Reserved Dates and Annual Scheduling.

The Developer shall reserve a minimum of ten (10) calendar days per calendar year exclusively for City use, as outlined in the **Event Use Schedule** attached hereto as **EXHIBIT F**. No later than October 1 of each year, the City and Developer shall meet to schedule known events for the upcoming 18-month period. Additional requests submitted throughout the year shall be accommodated in good faith and subject to venue availability. Developer shall not unreasonably withhold approval of such requests.

9.3 Cost Exemptions and Third-Party Expenses.

City-sponsored use shall be exempt from all rental fees, management fees, and internal service charges. However, any direct third-party costs incurred by the Developer specifically in

connection with City events, such as event security, specialty equipment rental, or catering, may be billed to the City at cost, provided that:

- The Developer provides advance notice of the anticipated charges; and
- The City approves such costs prior to incurring the expense.

9.4 Emergency Use Rights.

In the event of a declared local, state, or federal emergency, the City shall have the right to access and utilize the Convention Center for emergency response, sheltering, coordination, or other public safety purposes as determined by the City Manager or designee, subject to reasonable coordination with Developer regarding operational logistics. While no talent or management fees shall be charged, the City shall reimburse Developer for direct out-of-pocket costs incurred in supporting such emergency use.

9.5 Use of Hotel Meeting Facilities.

To the extent available and not in conflict with pre-existing bookings, the City shall also have the right to use hotel meeting space, separate from the Convention Center, at no cost, for official government purposes. Such use shall be coordinated in advance with hotel operations staff and shall be subject to availability and operational feasibility.

ARTICLE X – TRANSPARENCY, REPORTING, AND AUDIT RIGHTS

10.1 Reporting Obligations.

To promote accountability and transparency throughout the term of this Agreement, the Developer shall furnish the City with periodic financial and operational reports related to the Convention Center. The scope, format, and frequency of such reports shall be mutually agreed upon by the Parties and shall include, at a minimum:

- Quarterly and annual financial statements
- Operational performance summaries
- Status updates on milestones and deliverables
- Documentation related to the use of City contributions and public funds

10.2 Audit Rights.

The City, or its designated representatives, shall have the right to audit the Developer's books, records, and operations pertaining to the Convention Center to ensure compliance with the terms of this Agreement, applicable law, and public accountability standards. This audit right includes:

- Access to financial records, contracts, invoices, and supporting documentation
- On-site inspections of relevant operations
- Interviews with key personnel, if reasonably necessary

The Developer shall cooperate in good faith with all audit and inspection activities and shall make all relevant documentation available within a reasonable timeframe upon request.

10.3 Audited Financial Statements.

Upon request by the City, the Developer shall provide audited financial statements for the Convention Center, prepared by an independent certified public accountant. These statements shall conform to generally accepted accounting principles (GAAP) and be delivered within a reasonable period following the request.

10.4 Duration of Reporting and Audit Rights.

The reporting and audit obligations described in this Article shall continue throughout the duration of this Agreement and shall remain in effect for a period of five (5) years following its expiration or termination.

ARTICLE XI - NAMING RIGHTS

The City shall retain naming rights to the Convention Center (the "Naming Rights"), provided that any proposed name shall be subject to Developer's reasonable approval to ensure compatibility with the facility's brand standards and market positioning. The City may market, assign, sell or otherwise monetize the Naming Rights in consultation with Developer and shall retain all revenues generated therefrom. Notwithstanding the City's rights hereunder, for the duration of the Lease Agreement between the City and Developer, any name designated for the Convention Center shall include the phrase "by Azure", "Azure Resorts", or assigns, as a suffix in all official branding, marketing materials, and public references to the facility.

Nothing within the Agreement shall prevent AHI from selling the rights to name Convention Center components of the Project, such as ballrooms or signage. The naming of such components shall be subject to the City's reasonable approval to ensure compatibility with the City's brand and reputation.

ARTICLE XII - INSURANCE

Throughout the term of this Agreement, the Developer shall procure and maintain, at its own expense, all insurance coverages specified in **EXHIBIT G ("Insurance Requirements")**, with insurers and coverage terms meeting the requirements set forth therein. All required insurance shall remain in effect for the duration of the work performed under this Agreement and for any warranty period specified in Exhibit G.

The Developer shall ensure that all required liability policies name the City, its officers, elected officials, agents, and employees as Additional Insureds, on a primary and non-contributory basis, as further detailed in Exhibit G.

The Developer shall ensure that all subcontractors performing work under this Agreement maintain insurance coverage meeting the requirements of Exhibit G for the duration of their work, including any applicable warranty period. The Developer shall be responsible for verifying and documenting subcontractor compliance and providing certificates of insurance to the City upon request.

Certificates of insurance and endorsements evidencing compliance with Exhibit G shall be provided to the City prior to commencement of any work, upon renewal of any policy, and at any other time upon the City's request. The Developer shall give the City not less than thirty (30) days' prior written notice of any cancellation, non-renewal, or material change in any required coverage. Failure to maintain the insurance coverages required in Exhibit G shall constitute a material breach of this Agreement and may result in the immediate suspension of work or termination of this Agreement.

ARTICLE XIII – INDEMNIFICATION

To the fullest extent permitted by law, the Developer shall indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the City, its officers, elected officials, agents, employees, and representatives (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and defense costs) arising out of or in connection with:

- a. The Developer's performance or failure to perform under this Agreement;
- b. The operation of the Convention Center and Hotel;
- c. Any breach by the Developer of any terms of this Agreement; or
- d. Any negligent act, error, or omission of the Developer or its employees, agents, contractors, or subcontractors.

This indemnification obligation applies regardless of whether the claim is caused in part by an Indemnitee, except to the extent such claim arises from the sole negligence or willful misconduct of the Indemnitee.

The insurance requirements in Exhibit G support, but do not limit, the Developer's indemnification obligations. Nothing contained herein shall be construed as a waiver of any claims, defenses, or immunities available to the City under Section 768.28, Florida Statutes, or other applicable law.

ARTICLE XIV - ENVIRONMENTAL MATTERS

The Developer shall comply with all applicable environmental laws and regulations in the development, construction, and operation of the Convention Center and hotel. This includes, but is not limited to, obtaining necessary environmental permits, conducting environmental assessments, and implementing mitigation measures as required to minimize environmental impact. The Developer shall ensure that construction activities are conducted in a manner that protects natural resources, air quality, water quality, and wildlife habitats.

The Developer agrees to perform all necessary due diligence, including Phase I and if warranted Phase II environmental site assessments, to identify any potential environmental liabilities associated with the project site prior to the commencement of construction. In the event that any hazardous materials or environmental conditions are identified, the Developer shall

promptly notify the City and take all necessary actions to remediate such conditions in accordance with applicable laws and standards, subject to the City's review and approval of the remediation plan.

The City shall have the right to review and approve the Developer's environmental management plans, including any remediation or mitigation strategies, to ensure compliance with all legal and regulatory requirements. The Developer shall provide the City with regular updates on environmental compliance and any significant environmental issues that arise during the project.

The Developer shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and representatives from and against any claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees), fines, penalties, or judgments arising out of any environmental contamination, non-compliance with environmental laws, or adverse environmental impacts attributable to the Developer's activities under this Agreement, excluding any pre-existing environmental conditions discovered during the Developer's due diligence investigations. This indemnification obligation shall survive for a period of ten (10) years beyond the termination or expiration of this Agreement.

ARTICLE XV - TERMINATION AND DEFAULT

15.1 Termination and Default.

This section governs Events of Default, remedies, and termination rights for both the City and Developer. Termination and Default clause sets forth the conditions under which either the City or Developer may terminate the Agreement and the consequences of such termination.

15.2 Event of Default.

Events of default under this Agreement occur if either party fails to comply with any material obligation, including but not limited to:

- a. Failure to meet Development Milestones, including delays in commencing or completing construction, and obtaining necessary certificates such as the Certificate of Occupancy within the specified timeframe.
- b. Breach of the No-Lien Covenant, resulting in unauthorized liens or encumbrances on the Convention Center or City-owned properties.
- c. Failure to maintain the required insurance coverage, including comprehensive general liability, builder's risk, cyber liability insurance, and hotel operator's liability insurance.
- d. Failure to achieve the Performance Terms outlined for the Convention Center or the Hotel, including not meeting gross revenue or event volume thresholds.
- e. Insolvency or initiation of bankruptcy proceedings by either party.
- f. Failure to make any payments due under the Agreement, including lease payments, profit-sharing amounts, hotel franchise fees, hotel management fees, or other financial obligations.
- g. Breach of any representation, warranty, or covenant set forth in this Agreement.
- h. Unauthorized assignment or transfer of rights under this Agreement without obtaining necessary consents.
- i. Failure to comply with public records obligations under Florida law, resulting in non-compliance with statutory requirements.

- j. Non-compliance with any applicable local, state, or federal laws, ordinances, or regulations that materially affect the performance of obligations under this Agreement.
- k. Material breach of any other term or condition of this Agreement.

15.3 Notice and Cure Period.

Upon the occurrence of an event of default, the non-defaulting party shall provide written notice to the defaulting party, specifying the nature of the default. The defaulting party will have a period of sixty (60) days from the receipt of such notice to cure the default unless the nature of the default requires more than sixty (60) days to cure. For construction-related defaults or those requiring governmental approvals, the cure period shall automatically extend to one hundred and twenty (120) days provided the defaulting party is diligently pursuing cure. In such cases, the defaulting party must commence cure within the thirty (30) day period and diligently continue efforts to cure the default in a reasonable timeframe.

15.4 Remedies.

Upon default, the non-defaulting party shall:

- a. Provide written notice and opportunity to cure;
- b. If uncured, seek specific performance or monetary damages;
- c. If monetary remedies are insufficient, terminate the Agreement;
- d. Exercise additional remedies including, without limitation:
 - i. Clawback of City Contributions
 - ii. Enforcement of No-Lien Covenant
 - iii. Termination of Operating Rights
 - iv. City's reclamation of Convention Center Naming Rights; and

v. Forfeiture of Performance Bond

All remedies are cumulative and may be pursued simultaneously or sequentially.

15.5 Termination Rights.

Either party may terminate this Agreement:

- a. Upon an uncured material breach by the other party; or
- b. If a Force Majeure event prevents fulfillment of material obligations for more than six (6) months.

XVI - LIEN WAIVERS

The Developer shall not permit any mechanics', materialmen's, or other liens to be filed or remain against the Convention Center or any portion thereof for work performed or materials furnished in connection with the Project. The Developer shall promptly discharge or bond over any such liens at its own expense. The Developer reserves the right to contest the validity of any lien; however, under no circumstances shall the Developer have the authority to bind the City or encumber City-owned property. As a condition of each payment to contractors or subcontractors, the Developer shall obtain and retain appropriate lien waivers and releases, in a form reasonably acceptable to the City.

XVII - REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

16.1 Developer Warranties.

The Developer hereby represents and warrants to the City that:

- a. It is a corporation duly organized, validly existing, and in good standing under the laws of the state of Florida, with the full power and authority to enter into this Agreement and to perform its obligations hereunder.
- b. All necessary corporate actions have been taken to authorize the execution, delivery, and performance of this Agreement.
- c. The Developer shall designate a special-purpose entity as the Convention Center Operator, owned by AHI, to manage the Convention Center. The Developer shall remain liable for all obligations of such entity under this Agreement.
- d. There is no pending or threatened litigation, arbitration, or governmental investigation that could materially affect its ability to perform its obligations under this Agreement.
- e. It will comply with all applicable laws, ordinances, codes, and regulations in the performance of its obligations under this Agreement.
- f. The information provided to the City in connection with this Agreement is true, accurate, and complete in all material respects.

16.2 City Warranties.

The City represents and warrants to the Developer that:

- a. It is a municipal corporation duly organized and validly existing under the laws of the state of Florida, with the full power and authority to enter into this Agreement and to perform its obligations hereunder.
- b. The City has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

- c. There is no pending or threatened litigation, arbitration, or governmental investigation that could materially affect its ability to perform its obligations under this Agreement.
- d. It will comply with all applicable laws, ordinances, codes, and regulations in the performance of its obligations under this Agreement.

16.3 Mutual Warranties.

Both parties agree that:

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- b. Neither party shall be liable for any indirect, special, incidental, or consequential damages arising out of or in connection with this Agreement, whether based in contract, tort (including negligence), or otherwise, even if advised of the possibility of such damages.
- c. In no event will Developer's liability for any damages arising out of or related to this Agreement exceed the total amount paid or payable by the City to the Developer under this Agreement, and in no event will the City's liability exceed the actual direct damages incurred by Developer.
- d. This section shall survive the termination or expiration of this Agreement.

XVIII - NON-DISCRIMINATION

Both parties agree that no person shall be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by applicable law in the hiring, promotion, or employment practices related to the performance of this

Agreement. The Developer and the City each affirm their commitment to comply with all applicable federal, state, and local laws and regulations regarding non-discrimination and equal opportunity. The parties further agree to take affirmative steps to ensure that minority and women-owned businesses have the opportunity to participate in the development and operation of the Convention Center.

XIX - OWNERSHIP AND CONTROL OF DEVELOPER

The Developer shall remain an independent entity responsible for its own operations, management, and financial obligations. The City of Kissimmee does not acquire any ownership interest, control, or financial stake in the Developer by virtue of this Agreement, except as expressly provided herein or agreed upon in writing by the parties.

The Developer shall ensure that its ownership and control structure is transparent and compliant with all applicable laws and regulations of the State of Florida. The Developer agrees to promptly notify the City of any significant changes in its ownership or control that could affect the performance of its obligations under this Agreement.

Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the City and the Developer. Each party retains its separate legal identity and independence throughout the term of this Agreement and in the conduct of its operations related to the development and operation of the Convention Center.

The Developer is solely responsible for securing and maintaining all necessary licenses, permits, and approvals required for the development, construction, and operation of the Convention Center. This includes, but is not limited to, obtaining a Certificate of Occupancy and ensuring compliance with all building codes, zoning laws, and environmental regulations.

Furthermore, the Developer shall not, without prior written consent from the City, enter into any sub-lease or any other type of license or agreement that would delegate its primary responsibilities under this Agreement or significantly alter the Developer's ownership or control structure in a manner that could adversely affect the Convention Center's development and operation.

XX - FORCE MAJEURE

In the event that either party (the "Affected Party") is prevented from performing its obligations under this Agreement due to an occurrence of a Force Majeure event, such party shall be excused from performing those obligations for the duration of the Force Majeure event. The Affected Party must provide prompt written notice to the other party (the "Non-Affected Party") of the occurrence of the Force Majeure event, detailing the nature of the event, its anticipated duration, and the obligations affected by the event. The Affected Party is required to use reasonable efforts to mitigate the effects of the Force Majeure event and resume performance of its obligations as soon as possible.

Force Majeure events include, but are not limited to, acts of God, war, terrorism, civil disturbances, pandemics, government actions, natural disasters, or any other events beyond the reasonable control of the parties that prevent the Affected Party from fulfilling its obligations under this Agreement. Notwithstanding the foregoing, a Force Majeure event shall not excuse a party's obligation to make payments due under this Agreement.

If a Force Majeure event continues for a period of more than sixty (60) days, either party may terminate this Agreement upon written notice to the other party, without liability. However,

this termination right does not affect any obligations that accrued prior to the occurrence of the Force Majeure event.

Notwithstanding any provision to the contrary, the parties agree that the occurrence of a Force Majeure event shall not relieve the Developer of its obligation to maintain comprehensive general liability (CGL) insurance, builder's risk insurance, and cyber liability insurance as required under this Agreement.

XXI - PUBLIC RECORDS

In accordance with Florida's public records laws, the Developer agrees to ensure that all documents, emails, plans, and other materials related to the development and operation of the Convention Center, including but not limited to the Agreement, City Contribution, Certificate of Occupancy, Lease Agreement, Total Investment, Estimated Cost Breakdown, No-Lien Covenant, Pioneer Grant, Development Milestones, Tourist Development Tax (TDT) Revenues, Net Operating Income (NOI), Hotel Profit Sharing Structure and Benefits, Operating Rights, Performance Terms, Public-Private Partnership agreements, and any other documents related to the performance of this Agreement, are maintained in a manner that they are accessible to the public upon request, except for those documents that are legally exempt from disclosure under Florida law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT

407.518.2308, cityclerkemail@kissimmee.gov, or 101 Church Street, Kissimmee, FL 34741.

The Developer shall comply with all applicable Florida statutes regarding public records, including but not limited to Chapter 119, Florida Statutes, provided that any confidential business information, trade secrets, or proprietary information of Developer shall be exempt from disclosure to the extent permitted by law. Developer shall clearly mark any such confidential information prior to submission to the City. If the Developer receives a request for public records relating to the Agreement or the Convention Center, the Developer shall immediately notify the City and provide a copy of the request. The Developer shall consult with the City before responding to any public records request to ensure compliance with Florida public records laws and to determine if any exemptions or redactions are applicable.

The City reserves the right to audit the Developer's records to ensure compliance with this clause and Florida public records laws. Any costs associated with the production, redaction, or reproduction of records in response to a public records request shall be borne by the Developer, unless otherwise agreed upon by the parties in writing.

XXII - NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given or on the date of mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

IF TO CITY:

Mike Steigerwald
City of Kissimmee, Attention: City Manager,
101 Church Street, Suite 200, Kissimmee, FL 34741

With a copy to:

Olga Mercedes Sanchez de Fuentes, City Attorney
City of Kissimmee, Office of the City Attorney
101 Church St Ste 517, Kissimmee, FL 34741-5054

IF TO DEVELOPER:

Ramón Gómez
Azure Hotel International, Attention: Chief Executive Officer,
3201 E COLONIAL DR
UNIT D 50
ORLANDO, FL 32803

With a copy to:

Jennifer D. Newton, Esq.
StartSmart Counsel, PLLC
8400 NW 36th Street, Ste 450
Miami, Florida, 33166

Any party may change its address for purposes of this clause by giving the other party written notice of the new address in the manner set forth above.

Notices sent in accordance with this clause shall be considered to have been received on the date of delivery if delivered personally, or three (3) business days after mailing if sent by first class mail, registered or certified.

XXIII – MISCELLANEOUS

23.1 Compliance with Governing Requirements.

The Developer shall ensure that all aspects of the development, construction, and operation of the Convention Center and Hotel comply with applicable local, state, and federal laws,

regulations, and codes. This includes, but is not limited to, zoning laws, building codes, environmental regulations, and public-private partnership statutes. The Developer agrees to secure all necessary permits, licenses, and approvals required to lawfully execute the Project. Furthermore, the Developer shall maintain comprehensive records of compliance and provide them to the City upon request, ensuring transparency and adherence to all governing requirements throughout the term of this Agreement.

23.2 Governing Law, Forum, and Jurisdiction.

This Agreement and any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the transactions contemplated hereby shall be instituted exclusively in the federal courts of the Middle District Fla., Orlando Division or the courts of the State of Florida in each case located in the City of Kissimmee and County of Osceola, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

23.3 Cooperation.

The Parties agree to cooperate in good faith and work collaboratively to facilitate the successful completion of the Project. This includes, but is not limited to, timely sharing of information, providing mutual support, and coordinating efforts to resolve any issues or challenges

that may arise. Both Parties commit to maintaining open lines of communication and meeting regularly to assess progress, discuss potential obstacles, and develop strategies to ensure the Project's objectives are met efficiently and effectively. Each Party shall designate a representative to act as a primary point of contact for all communications related to the Project, ensuring consistent and streamlined interaction throughout the duration of this Agreement.

23.4 Entire Agreement.

This Agreement, including all exhibits, schedules, and amendments hereto, and any documents incorporated herein by reference, constitutes the entire agreement between the Developer and the City with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Each party acknowledges that it has not relied on any representation, warranty, or agreement of the other party or of any other person on behalf of the other party, except for those expressly contained in this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23.5 Amendment and Waiver.

This Agreement may be amended, modified, or supplemented only by written agreement of the parties. No waiver by any party of any of the provisions hereof shall be effective unless

explicitly set forth in writing and signed by the party so waiving. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

Notwithstanding the foregoing, any amendment or waiver that materially changes the rights or obligations of either party with respect to the City Contribution, Total City Contribution, Development Milestones, Performance Terms, Naming Rights, Convention Center Operations, or any provisions related to the Public-Private Partnership structure, must receive prior written approval from the appropriate authorities of both parties, in accordance with applicable law and regulations governing such changes.

Amendments or waivers that require regulatory approval or consent from third parties shall not be effective until such approval or consent has been obtained. The parties agree to execute any documents and to take any further actions as may reasonably be required to effectuate the provisions of this clause.

23.6 Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. Instead, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included, except to the extent that such provision is inseparably intertwined with other provisions of this Agreement, in which case this Agreement shall be construed by modifying such provision to the minimum extent necessary to make it valid, legal, and enforceable while preserving its intent or, if that is not possible, by substituting another provision that is valid, legal, and enforceable which achieves to the greatest extent possible the

same economic effect and intent. This clause shall be applied in a manner that is consistent with the parties' intention in entering into this Agreement, with due consideration given to the public-private partnership nature of the Agreement and the mutual benefits intended to be derived from it.

23.7 Assignment and Subcontracting.

The Developer shall not assign, in whole or in part, any of its rights, duties, or obligations under this Agreement to any unaffiliated third party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Developer may, without the City's consent, assign its rights and obligations under this Agreement to an affiliate or to a successor entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that such affiliate or successor entity assumes in writing all of the obligations of the Developer under this Agreement.

The Developer shall submit a written request for assignment or transfer to the City at least 60 days prior to the proposed effective date of the assignment. The request shall include detailed information about the proposed assignee, including financial statements, qualifications, and experience. The City shall have 30 days to review the request and provide a written response. If additional information is required, the City shall notify the Developer within 15 days of receiving the initial request. The Developer shall provide the requested information within 10 days, and the City shall then have an additional 15 days to review and respond to the request.

Subcontracting of any work under this Agreement shall not relieve the Developer of its responsibilities and obligations under this Agreement. The Developer shall ensure that all subcontractors comply with the terms and conditions of this Agreement. All subcontracts entered

into by the Developer shall include a provision to this effect. The Developer shall provide the City with written notice of major subcontracts (those exceeding \$500,000 in value) entered into pursuant to this Agreement, including the identity of the subcontractor and general scope of work, within fifteen (15) business days of the execution of any such subcontract. The terms of such subcontracts may be redacted to protect confidential commercial information.

23.8 Further Assurances.

Both the City and the Developer agree to perform any acts, execute, and deliver any documents, and provide all reasonable assistance to each other as may be necessary or desirable to give full effect to the terms and intentions of this Agreement. This includes, but is not limited to, compliance with Community Redevelopment Agency (CRA) requirements, securing necessary demolition permits, and any other actions required to fulfill the development and operational goals of the Convention Center.

The parties shall develop and maintain a detailed project timeline as an appendix to this Agreement. This timeline shall include specific milestone dates and completion deadlines for key phases of the Convention Center development. Both parties agree to adhere to this timeline and update it as necessary, subject to mutual agreement.

Each party commits to acting in good faith to complete the tasks and obligations assigned to them under this Agreement, including the facilitation of any necessary approvals, consents, and clearances from governmental or regulatory bodies. Furthermore, both parties shall cooperate fully to resolve any disputes or issues that may arise in a manner that minimally impacts the project timeline and the mutual benefits envisaged under this Agreement. Both parties are obligated to take all reasonable measures to mitigate any delays in the project, including but not limited to

promptly addressing issues, reallocating resources, and implementing contingency plans when necessary.

In the event that additional documentation is required to effectuate any of the provisions of this Agreement, or to assert or protect any rights or interests that arise as a result of this Agreement, both parties agree to execute such documents promptly upon request. This includes, without limitation, documents necessary for the application, processing, and obtaining of licenses, permits, and approvals related to the development and operation of the Convention Center, as well as any documents required for compliance with local, state, and federal laws.

23.9 Timeline Extensions.

Either party may request a timeline extension by submitting a written request to the other party, detailing the reasons for the extension and the proposed new timeline. The receiving party shall review the request within 10 business days and respond in writing, either granting the extension, proposing modifications, or denying the request with reasons. Extensions shall be granted for circumstances including but not limited to Force Majeure events, unforeseen site conditions, delays in obtaining necessary permits or approvals that are not the fault of the requesting party, material changes in market conditions, or supply chain disruptions affecting construction materials or equipment. In the event of concurrent delays caused by both parties, the timeline extension will be proportionally allocated based on the relative impact and responsibility of each party's contributions to the delay. Both parties agree to mitigate the effects of concurrent delays and work cooperatively to minimize overall project timelines. All timeline extensions must be mutually agreed upon in writing by both parties.

23.10 Captions.

The captions and headings used in this Agreement are inserted for convenience and ease of reference only and shall not be considered in interpreting or construing this Agreement. The singular includes the plural, and the plural includes the singular, unless the context otherwise requires. The use of any gender shall be applicable to all genders. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

23.11 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that facsimile signatures, electronic signatures, or signatures transmitted by electronic mail in so-called "PDF" or other format shall be as effective as original signatures. Each party may use such facsimile, electronic, or emailed signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

23.12 No Third-Party Beneficiaries.

This Agreement is made for the exclusive benefit of the parties hereto, namely the City of Kissimmee and AHI, and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

Furthermore, no third-party beneficiary rights shall be implied or created under any circumstances. This includes, but is not limited to, any parties involved indirectly through business relationships with the City or Developer, or any individuals or entities that may be affected by the

execution or performance of this Agreement. The parties agree that their obligations under this Agreement do not extend beyond their mutual agreement and shall not be construed to benefit or create any obligation towards any third party not explicitly mentioned herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ATTEST:

By: _____

Name: Tameara Crespo

Title: City Clerk

CITY:

CITY OF KISSIMMEE, FLORIDA, a
municipal corporation organized and existing
under the laws of the State of Florida

By: _____

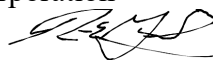
Name: Jackie Espinosa

Title: Mayor-Commissioner

Date Signed: _____, 2025

DEVELOPER:

AZURE HOTEL INTERNATIONAL, INC.,
a Florida Corporation

By:  _____

Name: Ramón Gómez

Title: Chief Executive Officer

Date Signed: August 14, _____, 2025

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

Notice Regarding Property Description. The legal description in this Exhibit A identifies the overall Project site for reference only and does not convey or entitle Developer to the entire described parcel. Any conveyance, lease, easement, or subdivision creating Development Parcels shall be made only in accordance with the Agreement, approved surveys/plats, and applicable law, and shall be limited to the area reasonably necessary to implement the approved Project.

[INITIAL PLAT OF SITE TO BE USED FOR THIS EXHIBIT]

DEDICATION

LAKEFRONT COMPLEX

KNOW ALL MEN BY THESE PRESENTS, That the Corporation, named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicate the drainage easements shown hereon to the perpetual use of the public. The 10.0 foot utility easement is dedicated to the Tohopekaliga Water Authority, as shown hereon.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on 4/2/2010

Mark E. Durbin, City Manager

Attest:

Signed and sealed in the presence of:

STATE OF FLORIDA COUNTY OF OSCEOLA

THIS IS TO CERTIFY, that on April 21, 2009 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Mark E. Durbin and

respectively City Manager and City Clerk of the above named corporation incorporated under the laws of the State of Florida to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation. Officers known to me personally.

IN WITNESS WHEREOF, I hereunto set my hand and seal on the above date.

Notary Public State of Florida
Linda S. Hansen
My Commission Expires 01/15/2012

My Commission Expires 01/15/2012

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on April 21, 2009 she completed the survey of the lands as shown in the foregoing plat or plot; and said survey was made under her responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in

Section 22, Township 25 South, Range 29 East
Osceola County, Florida.

Dated 03.30.2010 Registration No. 4087
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

JOHNSTON'S SURVEYING INC. 900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on 4-2-2010 the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177.

Dated 4-2-2010 Registration No. 4087

CERTIFICATE OF APPROVAL BY MUNICIPALITY

CITY OF KISSIMMEE approved the foregoing plat.

Attest: Mayor

Attest: City Clerk

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on

4/2/2010 at 11:12:47 AM

Notary Public State of Florida
Kathy W. Williams
Clerk of the Circuit Court
in and for Osceola County, Florida
File No. 2010049634

LAKEFRONT COMPLEX

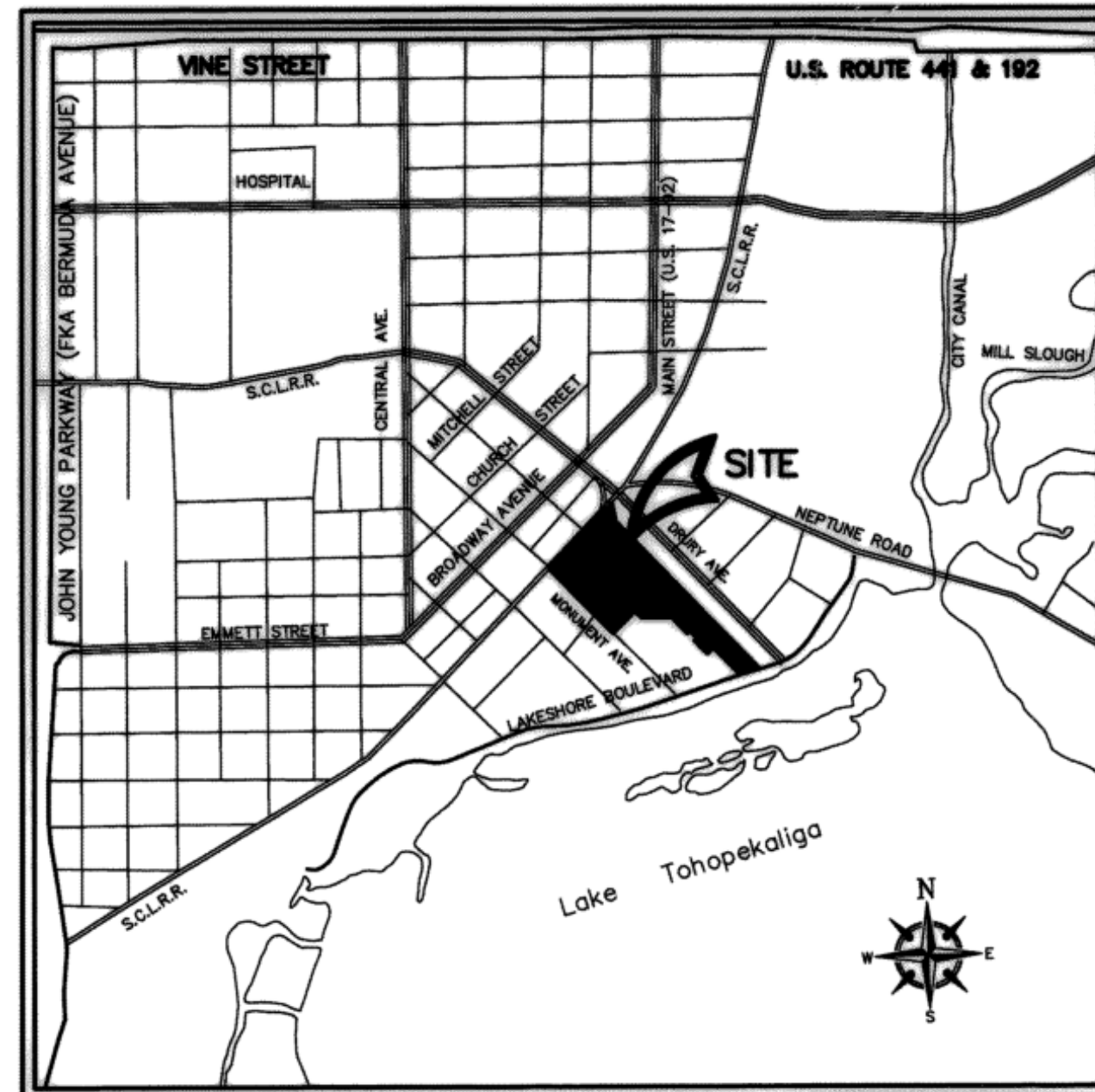
SECTION 22, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION:

Being a Replat of Block A, Toliga Lake View as filed in Plat Book 1, Page 184 of the Public Records of Osceola County, Florida; a Portion of the South Florida Railroad Company's Plat of Kissimmee City as filed and recorded in Plat Book A, Page 3 of the Public Records of Osceola County, Florida; Lot 1, Tracts A, B, C, D and a Portion of Tract E, N.T. Dawe's, as filed and recorded in Plat Book A, Page 89 of the Public Records of Osceola County, Florida; a Portion of Lots 2, 3, 4, 5, 6, 7, 8, and 9, WM Cannons Subdivision, as filed and Recorded in Plat Book A, Page 8 of the Public Records of Osceola County, Florida, being more particularly described as follows:

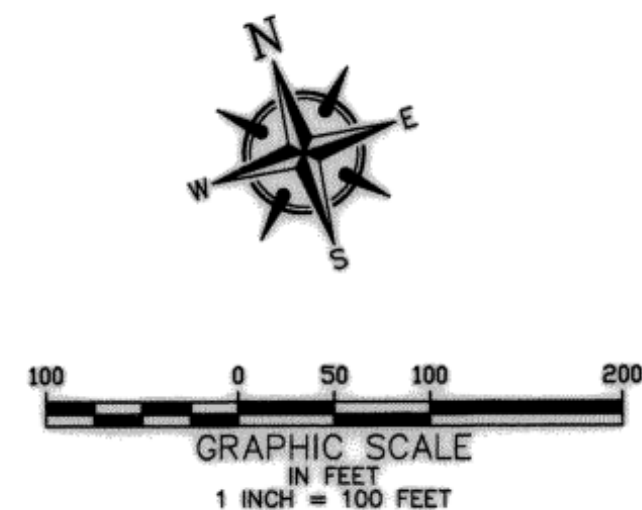
Beginning at most Southerly corner of Lot 20, Block A, Toliga Lake View, as filed and recorded in Plat Book 1, Page 184 of the Public Records of Osceola County, Florida, said Point being at the intersection of the Westerly right of way line of Johnston Street and the Northerly right of way line of Monument Avenue; run thence N46°35'05"W, along said Northerly right of way line, a distance of 559.88 feet to the Southerly right of way line of the CSX Railroad (formerly known as the Seaboard Coast Line Railroad); run thence along said Southerly right of way line the following four courses; run thence N44°07'25"E, a distance of 369.79 feet; run thence N43°22'45"E, a distance of 315.58 feet; run thence N00°16'50"E, a distance of 7.08 feet to a point on a curve, concave to the northwest, having a Radius of 4,812.24 feet and a Central Angle of 03°00'22"; thence run northeasterly along the Arc of said curve, a distance of 252.48 feet (Chord Bearing = N39°29'19"E, Chord = 252.45 feet); thence departing said Southerly right of way line run S15°53'23"E, a distance of 162.55 feet to the Southeasterly corner of Lot 3, Cape Breeze, as filed and recorded in Plat Book 1, Page 49 of the Public Records of Osceola County, Florida; run thence S46°44'57"E, along the South line of said Cape Breeze and the Southeasterly extension thereof, a distance of 351.68 feet to the Easterly right of way line of Tohopekaliga Avenue; run thence N57°25'10"E along said Easterly right of way line, a distance of 72.20 feet to the most Westerly corner of Lot 10 of aforesaid Cape Breeze; run thence S45°54'54"E along the Southerly line of said Lot 10, a distance of 127.36 feet to the Southeasterly corner of said Lot 10, said Point also being the Southwesterly corner of Lot 1, Replat of Neptune, as filed and recorded in Plat Book 1, Page 273; run thence S43°15'07"W, along the projection of the Westerly line of said Lot 1, a distance of 10.00 feet; run thence N43°08'11"E, along the projection of the East line of said Lot 1, a distance of 10.00 feet to the Southwesterly corner of Lot 2 of aforesaid Replat of Neptune; run thence S46°47'45"E, along the South line of said Lot 2, a distance of 76.07 feet to the Southeasterly corner of said Lot 2; run thence S42°40'16"W, along the projection of the Easterly line of said Lot 2, a distance of 70.01 feet to the Southerly line of Lot 9, Wm Cannon's Subdivision, as filed and recorded in Plat Book A, Page 8 of the Public Records of Osceola County, Florida; run thence S46°47'28"E, along said Southerly line, a distance of 772.43 feet to the Westerly right of way line of Lakeshore Boulevard; run thence along said Westerly right of way line the following two courses: run thence S61°11'08"W, a distance of 68.40 feet; run thence S72°44'59"W, a distance of 86.47 feet to a point on the Northerly line of Lot 6, of aforesaid Wm. Cannon's Subdivision; run thence N46°39'56"W along said Northerly line, a distance of 335.86 feet; run thence S43°20'04"W, a distance of 70.00 feet to a Point on the Northerly line of said Lot 4, Sun Shores, as filed and recorded in Plat Book 1, Page 302 of the Public Records of Osceola County, Florida; run thence N46°39'56"W, along the Northerly line of Lots 4, 5 and the Northwesterly projection thereof of Sun Shores, a distance of 225.77 feet to the Southeasterly corner of Lot 11 of said Sun Shores; run thence N43°32'32"E, a distance of 10.00 feet; run thence N46°39'56"W, a distance of 150.01 feet; run thence S42°38'11"W, a distance of 10.00 feet to the Northeasterly corner of Lot 13 of said Sun Shores; run thence N46°39'56"W along the North line of said Lot 13, a distance of 79.83 feet to the Northwesterly corner of said Lot 13; run thence S57°32'03"W along the Westerly line of said Lot 13, a distance of 288.91 feet to the Northerly right of way line of Dakin Avenue; run thence N46°37'25"W, along said Northerly right of way line, a distance of 53.57 feet; run thence S44°11'03"W, along the Westerly right of way line and the Northeasterly projection thereof, a distance of 370.18 feet to the POINT OF BEGINNING.

Containing 16.178 acres, more or less.



VICINITY MAP

NOT TO SCALE



ABBREVIATIONS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
P.B. PLAT BOOK	(C) CALCULATED	D.E. DEGREES	D.U.E. DRAINAGE AND UTILITY EASEMENT		
D.B. DEED BOOK	(P) PLAT	M. MINUTES	I.D. IDENTIFICATION		
B.C. BOOK	(D) DESCRIBED	S. SECONDS	P.D. PROPOSED		
P.C. PAGE	(M) MEASURED	S. MORE OR LESS	P.O.B. POINT OF BEGINNING		
SEC. SECTION	C.B. CHORD BEARING	L.S. LICENSED BUSINESS	P.O.C. POINT OF COMMENCEMENT		
R.D. RANGE	R. RADIUS	B.W.F. BARBED WIRE FENCE	F.F. FINISH FLOOR ELEV.		
COR. CORNER	C.L. CHORD	N.W.F. NOD WIRE FENCE	R.O.W. RIGHT OF WAY		
AC. ACRES	L. LENGTH	C.L.F. CHAIN LINK FENCE	O.R. OFFICIAL RECORDS		
TYP. TYPICAL	T. TANGENT	W. WOOD FENCE	P.T. POINT OF TANGENCY		
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	F.D. FOUND	E.P. EDGE OF PAVEMENT	P.C. POINT OF CURVE		
	C. CENTERLINE	N.B.T. NAIL AND TAB	P.O. POINT OF REVERSE CURVE		
		C.C. CONC. CONCRETE	M.O. MONUMENT		

NOTES:

- ALL LOT LINES THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- BEARINGS AS SHOWN HEREON ARE BASED ON GPS DERIVED FIELD DATA AND ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID SYSTEM, EAST ZONE. REFERENCE BEARING = NORTH 46°35'05" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF MONUMENT AVENUE.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PER F.S. 177.091(28).
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

SEE SHEET 2 OF 2

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

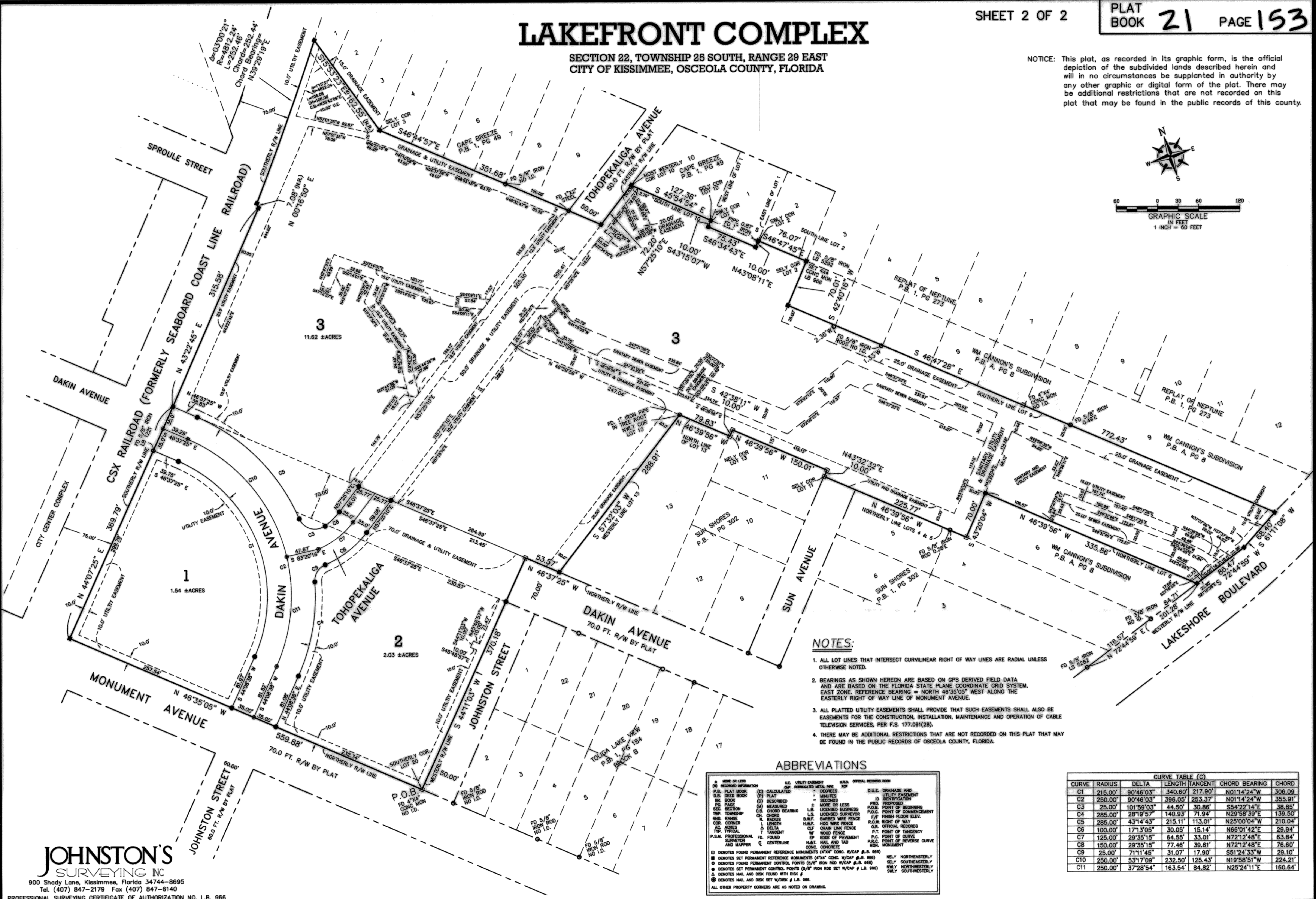
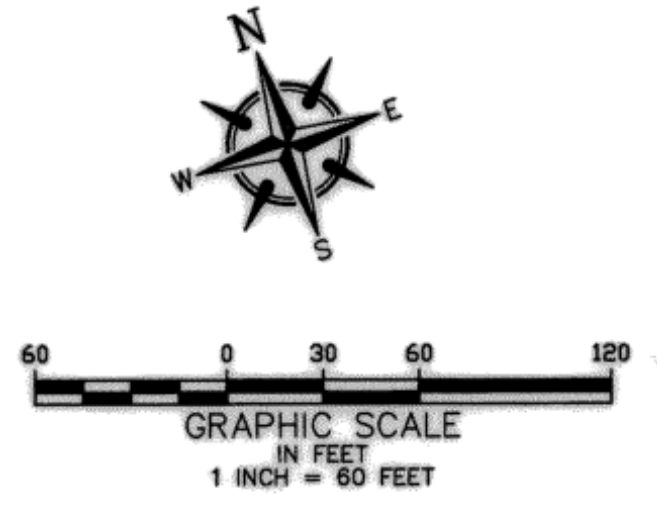
LAKEFRONT COMPLEX

SECTION 22, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

SHEET 2 OF 2

PLAT BOOK 21 PAGE 153

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.



- NOTES:**
1. ALL LOT LINES THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL UNLESS OTHERWISE NOTED.
 2. BEARINGS AS SHOWN HEREON ARE BASED ON GPS DERIVED FIELD DATA AND ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID SYSTEM, EAST ZONE. REFERENCE BEARING = NORTH 46°35'05" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF MONUMENT AVENUE.
 3. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PER F.S. 177.09(1)(28).
 4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ABBREVIATIONS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(C) CALCULATED	DEGREES	(D.U.E.) DRAINAGE AND UTILITY EASEMENT	PROPOSED	(N.E.) NORTHEASTERLY	
(P) PLAT	MINUTES	(I.D.) IDENTIFICATION		(S.E.) SOUTHEASTERLY	
(B) BOOK	SECONDS	(P.O.B.) POINT OF BEGINNING		(N.W.) NORTHWESTERLY	
(M) MEASURED	MORE OR LESS	(P.O.C.) POINT OF COMMENCEMENT		(S.W.) SOUTHWESTERLY	
(L.S.) LICENSED SURVEYOR		(F.F.E.) FINISH FLOOR ELEV.			
(C.B.) CHORD BEARING		(R.W.) RIGHT OF WAY			
(R.) RADIUS		(O.T.) OFFICIAL RECORDS			
(L.) LENGTH		(P.T.) POINT OF TANGENCY			
(A) AREA		(P.C.) POINT OF CURVE			
(T) TANGENT		(P.O.R.) POINT OF REVERSE CURVE			
(F.D.) FOUND		(M.) MONUMENT			
(C) CENTERLINE					

ALL OTHER PROPERTY CORNERS ARE AS NOTED ON DRAWING.

CURVE TABLE (C)					
CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD BEARING
C1	215.00'	90°46'03"	340.60'	217.90'	N01°14'24"W 306.09'
C2	250.00'	90°46'03"	396.05'	253.37'	N01°14'24"W 355.91'
C3	25.00'	101°59'03"	44.50'	30.86'	S54°22'14"E 38.85'
C4	285.00'	28°19'57"	140.93'	71.94'	N29°58'39"E 139.50'
C5	285.00'	43°14'43"	215.11'	113.01'	N25°00'04"W 210.04'
C6	100.00'	17°13'05"	30.05'	15.14'	N66°01'42"E 29.94'
C7	125.00'	29°35'15"	64.55'	33.01'	N72°12'48"E 63.84'
C8	150.00'	29°35'15"	77.46'	39.61'	N72°12'48"E 76.60'
C9	25.00'	71°11'45"	31.07'	17.90'	S51°24'33"W 29.10'
C10	250.00'	53°17'09"	232.50'	125.43'	N19°58'51"W 224.21'
C11	250.00'	37°28'54"	163.54'	84.82'	N25°24'11"E 160.64'

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

EXHIBIT B – CONVENTION CENTER DEVELOPMENT & OPERATIONS PLAN

1. Development Plan

1.1 Project Overview

- **Objective:** Construct a modern, flexible 45,000-square-foot convention center to host regional conventions, trade shows, meetings, and community events, fostering economic growth and tourism.
- **Location:** 201 E. Dakin St., Kissimmee, FL (Parking lot next to the current Civic Center.
- **Target Capacity:** Accommodate up to 1,500 attendees for conventions, 2,000 for banquets, or 3,000 for exhibitions, based on flexible configurations.

1.2 Design and Layout

- **Space Allocation:**
 - **Exhibit Hall:** 20,000 sq. ft. (divisible into two 10,000 sq. ft. sections) for trade shows and expositions, with 30-foot ceilings and minimal columns for flexibility.
 - **Ballroom:** 10,000 sq. ft. (divisible into three smaller rooms) for banquets, galas, or large meetings, featuring natural lighting and city views.
 - **Meeting Rooms:** 8,000 sq. ft. (8 rooms of 1,000 sq. ft. each) for breakout sessions, workshops, or seminars.
 - **Pre-function/Concourse Space:** 5,000 sq. ft. for registration, networking, or receptions, with an all-glass facade for aesthetic appeal.
 - **Support Areas:** 2,000 sq. ft. for loading docks, storage, and back-of-house operations, including 2-3 loading docks for efficient setup/teardown.
- **Design Features:**
 - Incorporate energy-efficient systems (e.g., LED lighting, high-efficiency HVAC, rainwater collection) and sustainable materials to align with modern environmental standards.
 - Use digital signage (20-30 outlets) and robust Wi-Fi supporting 5,000 simultaneous devices to enhance branding and connectivity.
 - Include an outdoor plaza (5,000 sq. ft.) for receptions or community events, with flexible setups for food trucks or live music.
 - Ensure ADA compliance and universal design for accessibility.
- **Architectural Style:** Modern, with a focus on open spaces, natural light, and integration with the surrounding urban environment (e.g., glass facades, pedestrian-friendly connections).
- **Technology:** Equip with advanced AV systems, including 90-foot LED displays for events and hybrid meeting capabilities (e.g., live streaming).

1.3 Construction and Timeline

- **Timeline:** 24-36 months from planning to completion.
 - **Phase 1 (Months 1-6):** Site selection, feasibility studies, and permitting.
 - **Phase 2 (Months 7-12):** Architectural design, contractor selection, and financing finalization.
 - **Phase 3 (Months 13-30):** Construction, phased to minimize disruptions if near existing facilities.
 - **Phase 4 (Months 31-36):** Interior fit-out, technology installation, and staff training.
- **Contractors:** Azure has engaged with Skybuilders USA and Turner Construction.
- **Permitting and Approvals:**
 - Secure General Plan Amendment, zoning changes, and environmental approvals from local authorities.
 - Obtain haul route approvals and extended construction hours if needed.
 - Engage with cultural affairs commissions for design review if required by the municipality.

1.4 Financing

- **Estimated Cost:** \$45–\$55 million (based on \$1,000–\$1,222 per sq. ft. for mid-sized convention centers, reflecting higher-end materials, technology, and regional cost variations).
- **Funding Sources:**
 - **Public Funding:** Tourism Development Tax (TDT) or municipal dollars.
 - **Private Investment:** Partner with developers for adjacent hotel or retail developments to offset costs.
 - **Grants:** Pursue state or federal grants for tourism or economic development, including the Pioneer Grant for innovative community-focused projects.
- **Budget Allocation:**
 - Construction: 70% (\$31.5–\$38.5 million)
 - Technology and AV: 15% (\$6.75–\$8.25 million)
 - Design and Permitting: 10% (\$4.5–\$5.5 million)
 - Contingency: 5% (\$2.25–\$2.75 million)

1.5 Community and Economic Impact

- **Economic Goals:** Generate \$10–15 million annually in direct economic impact through conventions, tourism, and job creation (e.g., 100–150 full-time and part-time jobs).
- **Community Benefits:** Provide public spaces (e.g., outdoor plaza) for local events and support nearby businesses through attendee traffic.

2. Operational Plan

2.1 Management Structure

- **Operator:** Engage Azure to oversee operations, leveraging their expertise in venue management.

- **Staffing:**
 - **Core Team:** General Manager, Director of Operations, Sales/Marketing Director, Event Coordinator (5–7 full-time staff).
 - **Support Staff:** 20–30 part-time staff for events (security, ushers, setup crews).
 - **Technical Staff:** 3–5 AV and IT specialists for hybrid events and digital signage.
- **Training:** Implement ongoing training for customer service, safety, and technology use, ensuring staff can handle diverse events.

2.2 Revenue Streams

- **Venue Rental:** Primary revenue from renting exhibit halls, ballrooms, and meeting rooms (\$50–\$100 per sq. ft. depending on event type).
- **Catering and Concessions:** Partner with a catering provider for exclusive food and beverage services, generating 20–30% of revenue.
- **Sponsorships:** Sell naming rights for key spaces (e.g., ballroom) and digital signage branding opportunities.
- **Ancillary Services:** Offer AV equipment rentals, Wi-Fi packages, and event setup services.

2.3 Marketing and Booking

- **Target Market:** Regional conventions, trade shows, corporate meetings, weddings, and community events (e.g., local festivals, esports tournaments).
- **Marketing Strategy:**
 - Develop a website with interactive floor plans, virtual tours, and booking forms.
 - Partner with local tourism boards and hotels to create event packages.
 - Leverage social media and industry platforms (e.g., Meetings Today) to promote the venue.
- **Booking Goals:** Achieve 60% occupancy in Year 1 (150 event days), increasing to 80% by Year 3 (200 event days).
- **Sales Team:** Hire 2–3 dedicated sales staff to secure bookings, targeting 10–15 major conventions annually.

2.4 Operations and Maintenance

- **Event Operations:**
 - Use flexible setups for quick turnaround between events (e.g., retractable walls, modular furniture).
 - Implement a booking system to avoid scheduling conflicts and maximize utilization.
- **Maintenance:**
 - Conduct regular upkeep of HVAC, lighting, and AV systems to ensure reliability.
 - Budget 5–7% of annual revenue (\$300,000–\$500,000) for maintenance and upgrades.
- **Sustainability:**

- Use low-carbon materials and energy-efficient systems to reduce operating costs by 10–15%.
- Implement waste reduction programs (e.g., composting, recycling) for events.

2.5 Risk Management

- **Risks:**
 - Construction delays due to permitting or supply chain issues.
 - Competition from larger regional convention centers.
 - Economic downturns reducing event bookings.
- **Mitigation:**
 - Build a 10% contingency into the budget and timeline.
 - Differentiate through unique features (e.g., outdoor plaza, advanced technology) and competitive pricing.
 - Diversify event types to include local and niche markets (e.g., esports, cultural festivals).

2.6 Performance Metrics

- **Development Metrics:**
 - Complete construction on time and within budget.
 - Achieve LEED Silver certification for sustainability.
- **Operational Metrics:**
 - Host 150 events in Year 1.
 - Maintain attendee satisfaction scores above 85% (via post-event surveys).
 - Achieve 5% annual growth in bookings and revenue over the first 5 years.

3. Implementation Roadmap

- **Year 0 (Pre-Development):**
 - Secure funding and site approvals.
 - Finalize design and contractor agreements.
- **Year 1–2 (Construction):**
 - Begin and complete construction, focusing on phased development to meet deadlines.
 - Start pre-marketing to secure anchor events.
- **Year 3 (Launch):**
 - Open with a high-profile event (e.g., regional trade show or festival).
 - Ramp up marketing and sales efforts to build bookings.
- **Year 4–5 (Growth):**
 - Expand event portfolio to include national conventions and hybrid events.
 - Evaluate adjacent development opportunities (e.g., hotel or retail partnerships).

4. Conclusion

This plan outlines a feasible approach to developing and operating a 45,000-square-foot convention center, balancing modern design, sustainability, and operational efficiency. By leveraging public-private partnerships, advanced technology, and strategic marketing, the center can become a regional hub for events, driving economic and community benefits.

EXHIBIT C – HOTEL CONSTRUCTION PLAN

Location: 201 E. Dakin St., Kissimmee, FL (Kissimmee Civic Center Site)

Developer: Azure Hotel International, Inc. (AHI)

Architect of Record: ARC4 Design

Date: August 4, 2025

Project Overview

The Kissimmee City Commission has selected Azure Hotel International, Inc. to develop a luxury hotel branded as “Azure Hotel Kissimmee Historic Downtown” and a new convention center to replace the existing Kissimmee Civic Center. The project aims to enhance downtown Kissimmee’s appeal as a tourism and business destination, addressing a critical lodging gap identified in a 2024 HVS market study. The hotel will be a 4.5-star, full-service property under the Preferred Hotels & Resorts portfolio. The convention center will be city-owned, with Azure managing operations under a 30-year agreement.

Key Project Components

- **Hotel:** A 10-story tower with 300 rooms, offering flexible meeting space, a full-service restaurant and bar, a rooftop pool and bar, a spa, retail space, and Cadillac Escalade shuttle services to Kissimmee Gateway Airport and Orlando International Airport.
- **Convention Center:** A new 45,000-square-foot facility, replacing the existing 38,000-square-foot Civic Center, owned by the City of Kissimmee and operated by Azure.
- **Additional Features:** Ground-floor retail and a south-end public trail connecting to adjacent developments, such as Skyview’s planned grocery-anchored mixed-use project.
- **Investment:** Total estimated cost of \$180 million+, with \$55 million allocated for the convention center. AHI is seeking a \$12 million city financial support for the convention center (construction and demolition costs) and a \$1.5 million pioneer grant.
- **Economic Impact:** Expected to generate \$5.0–\$6.5 million annually in property taxes, create 400 temporary construction jobs, and provide 150–250 permanent hospitality jobs.

Construction Plan

1. Pre-Construction Phase (Mid-2025 to Mid-2026)

- **Duration:** Approximately 12 months (Q3 2025 – Q2 2026).
- **Activities:**
 - **Site Assessment and Environmental Testing:** Conduct environmental studies and site evaluations to ensure compliance with local, state, and federal regulations. Assess the existing Civic Center site for demolition feasibility.
 - **Design Finalization:** Collaborate with ARC4 Design to finalize architectural and interior design plans for a 10-story, 300-room hotel and a 45,000-square-foot

convention center, ensuring alignment with the historic downtown aesthetic and Preferred Hotels & Resorts standards.

- **Review & Permitting:** Complete the platting process, Development Review Process, and secure necessary permits from the City of Kissimmee, leveraging expedited review processes. Obtain approvals for demolition, construction, and environmental compliance.
- **Financing:** Finalize funding through a combination of \$125 million in senior bank loans and up to \$36.5 million in mezzanine financing from private investors. Secure city financial support or grants (\$10 million for the convention center, demolition reimbursement, and \$1.5 million pioneer grant).
- **Master Development Agreement:** Negotiate and finalize the Master Development Agreement with the City of Kissimmee, covering land leases, revenue-sharing (5% of hotel revenue to the city), lease agreement for the Convention Center, design standards, and construction milestones.
- **Demolition Preparation:** Plan for the demolition of the existing Kissimmee Civic Center, coordinating with city officials to minimize disruption to downtown activities.

2. Demolition Phase (Mid-2026)

- **Duration:** Approximately 3–6 months (Q2–Q3 2026).
- **Activities:**
 - **Demolition of Existing Civic Center:** Safely demolish the current 38,000-square-foot Civic Center to clear the site for new construction. Ensure proper disposal of materials and compliance with environmental regulations.
 - **Site Preparation:** Clear debris, level the site, and prepare the foundation for the 300-room hotel and 45,000-square-foot convention center. Construct temporary construction fencing to secure the site.
 - **Utility Planning:** Coordinate with utility providers to reroute or install necessary infrastructure (water, electricity, sewage) to support the larger hotel and convention center.

3. Construction Phase (Mid-2026 to Late 2028)

- **Duration:** Approximately 24–30 months (Q3 2026 – Q4 2028).
- **Activities:**
 - **Foundation and Structural Work:** Lay foundations for the 10-story hotel tower and the separate 45,000-square-foot convention center. Construct reinforced concrete or steel frameworks to support the larger structures.
 - **Hotel Construction:**
 - Build a 10-story tower with 300 rooms, with a modern boutique aesthetic. Incorporate 4.5-star amenities, including:
 - Flexible meeting spaces (10,000–12,000 sq. ft., sized to complement the convention center).
 - Full-service restaurant and bar on the ground floor.

- Rooftop bar with views of Lake Tohopekaliga and Downtown Kissimmee.
- Spa facilities and ground-floor retail spaces.
- Structured parking to accommodate increased guest capacity and convention center visitors.
- Install high-end finishes, such as custom-designed glass rainfall showers, Bang & Olufsen entertainment systems, and premium bedding.
- **Convention Center Construction:**
 - Construct a 45,000-square-foot facility, designed to modern standards with flexible event spaces, advanced audio-visual systems, and energy-efficient features.
 - Ensure the facility complements the hotel’s meeting spaces without competing.
 - Include ground-floor retail and a south-end public trail to integrate with Skyview’s adjacent mixed-use development.
- **Infrastructure Integration:** Install proprietary reservation and property management systems as required by Azure Hotel Holdings, Inc., ensuring compatibility with Preferred Hotels & Resorts standards. Connect utilities and install shuttle service infrastructure for airport transfers.
- **Job Creation:** Employ approximately 400 temporary construction workers during this phase, prioritizing local labor where possible.

4. Finishing and Fit-Out Phase (Q1–Q4 2028)

- **Duration:** Approximately 12 months (Q1–Q4 2028).
- **Activities:**
 - **Interior Fit-Out:** Complete interior finishes for the 300-room hotel, including guest rooms, public areas, restaurant, bar, spa, and rooftop amenities. Install designed elements, such as custom furniture, lighting, and decor, to achieve a 4.5-star boutique aesthetic.
 - **Convention Center Fit-Out:** Install flooring, lighting, and event-specific equipment in the 45,000-square-foot convention center. Ensure compliance with city ownership requirements and Azure’s operational standards.
 - **Landscaping and Exterior:** Develop the south-end public trail and adjacent green spaces. Complete exterior facade work to blend with historic downtown Kissimmee’s aesthetic, avoiding overly rigid brand standards.
 - **Systems Testing:** Test all building systems (HVAC, electrical, plumbing, reservation systems) to ensure functionality for the larger facility. Conduct safety inspections and obtain occupancy permits.
 - **Staff Training:** Begin training for 150–250 permanent hospitality staff, using Azure’s 5-day training program (as outlined in the FDD) to ensure compliance with brand standards.

5. Completion and Opening (Q1–Q2 2029)

- **Duration:** Q1–Q2 2029.

- **Activities:**
 - **Final Inspections:** Conduct final city and state inspections to ensure compliance with building codes and safety regulations for the expanded hotel and convention center.
 - **Soft Opening:** Launch a soft opening for the convention center in Q4 2028, followed by the hotel in Q2 2029, allowing for operational testing and guest feedback.
 - **Grand Opening:** Host a grand opening event in Q2 2029, showcasing the Azure Hotel Kissimmee Historic Downtown as the first of its kind, with marketing support from Preferred Hotels & Resorts and the City of Kissimmee.
 - **Revenue Sharing:** Implement the revenue-sharing agreement, with the city receiving 5% of hotel revenue (average room rate of \$205/night).

Project Timeline Summary

Phase	Duration	Start–End	Key Milestones
Pre-Construction	12 months	Q3 2025–Q2 2026	Design finalization, permitting, financing, Master Development Agreement
Demolition	3–6 months	Q2–Q3 2026	Civic Center demolition, site preparation
Construction	24–30 months	Q3 2026–Q4 2028	Hotel and convention center construction, infrastructure integration
Finishing and Fit-Out	12 months	Q1–Q4 2028	Interior finishes, systems testing, staff training
Completion and Opening	6 months	Q1–Q2 2029	Soft opening (convention center Q4 2028, hotel Q2 2029), grand opening

Budget Overview

- **Total Estimated Cost:** \$180 million+
 - Hotel Construction: ~\$120 million (including 300 rooms, amenities, and parking).
 - Convention Center: \$54 million (for 45,000 sq. ft.).
- **Funding:**
 - Senior bank loans: \$125 million.
 - Mezzanine financing: Up to \$36.5 million.
 - City financial support: ~\$12 million (convention center) + \$1.5 million (pioneer grant).
- **Economic Benefits:**
 - Annual property taxes: \$5.0–\$6.5 million (based on 300-room hotel).
 - Jobs: 400 temporary construction jobs, 150–250 permanent hospitality jobs.

Design Considerations

- **Hotel's Aesthetic:** The 300-room hotel will feature sleek, modern design elements, with a focus on luxury and local integration. The exterior will complement historic downtown Kissimmee's aesthetic, avoiding overly rigid brand standards.
- **Sustainability:** Incorporate energy-efficient systems and materials to meet modern environmental standards, aligning with Kissimmee's goal of sustainable development.
- **Community Integration:** The south-end public trail and ground-floor retail will enhance connectivity with Skyview's adjacent mixed-use project, promoting foot traffic to local businesses on Broadway and Pleasant Street.

Risks and Mitigation

- **Risk: Construction Delays:** Potential delays due to permitting, weather, or supply chain issues for the larger hotel and convention center.
 - **Mitigation:** Leverage expedited city review processes and secure supply contracts early.
- **Risk: Cost Overruns:** Increased costs due to the expanded 300-room hotel and 45,000-square-foot convention center.
 - **Mitigation:** Use fixed-price contracts where possible and maintain a contingency budget of 10–15% of total costs.
- **Risk: Market Oversaturation:** Concerns about oversupply with a 300-room hotel in downtown Kissimmee.
 - **Mitigation:** AHI's CEO, Ramon Gomez, stated confidence in market demand, supported by the 2024 HVS market study identifying a lodging gap. The expanded convention center supports larger events, driving demand.

Compliance and Approvals

- **Regulatory Compliance:** Adhere to FTC Franchise Rule, Florida state franchise laws, and local zoning regulations. The project complies with the FDD requirements outlined by Azure Hotel Holdings, Inc., including brand standards and operational guidelines.
- **City Approvals:** Secure final approval of the Master Development Agreement by late 2025, as mandated by the Kissimmee City Commission.
- **Environmental Compliance:** Complete environmental testing and ensure sustainable construction practices to meet city and state requirements.

Contact Information

- **Developer:** Azure Hotel International, Inc., 3201 E Colonial Dr., Orlando, FL, 32803.
- **Project Lead:** Ramon Gomez, CEO.
- **City Contact:** Kissimmee City Commission, 101 Church St., Kissimmee, FL 34741.

Note: This construction plan is a sample based on publicly available information and does not constitute a binding agreement. Consult with Azure Hotel International, Inc., a franchise attorney, and the City of Kissimmee for official project details and timelines.

EXHIBIT D – LAND TRANSFER DOCUMENTS (HOTEL SITE)

[Land transfer documents to be provided following Commission Approval]

EXHIBIT E – PUBLIC FUNDING SCHEDULE

1. Pioneer Grant. The Developer will receive a Pioneer Grant upon receipt of the Certificate of Occupancy for the Hotel. The amount and terms of the Pioneer Grant will be specified in a separate agreement, but shall not exceed \$1.5 million, and disbursable pursuant to the grant program's terms over a five (5) year period (one-fifth per year).

2. Initial Deposit. The Developer will receive an initial deposit of \$3 million, representing 30% of the \$10 million funding allocation designated for the redevelopment of the Kissimmee Civic Center site. This payment will be made within five (5) business days following the execution of definitive agreements.

3. Milestone-Based Disbursements. The remaining \$7 million balance of the cash allocation will be disbursed in phases as the Developer achieves verified Development Milestones. Each disbursement will be contingent upon the submission of supporting invoices and documentation that demonstrate the completion of specific project milestones.

a. Phase 1: \$2 million upon completion of the architectural and engineering design plans for the Convention Center and Master Plan submission to the City for approval.

b. Phase 2: \$3 million upon the submission of an early land preparation permit for the Convention Center site.

c. Phase 3: \$2 million upon submission of all necessary zoning, environmental, and building permits.

4. Additional Contributions. Subject to funding availability, the City may make additional contributions towards Convention Center construction costs from other sources, such as Tourist

Development Tax (TDT) revenues. Such contributions are not guaranteed and will not incur prepayment penalties.

5. Reimbursement for Demolition. The City will reimburse the Developer for demolition costs of the existing Civic Center based on an independently sourced estimate approved by the City. Reimbursement will be processed upon verification of demolition completion and submission of relevant invoices.

6. Reporting and Compliance. The Developer shall provide quarterly reports to the City detailing the use of disbursed funds, project progress, and compliance with all funding conditions. The City reserves the right to audit the Developer's records to verify proper use of public funds.

7. Clawback Provisions. In the event of non-compliance with the terms of the Agreement, including failure to meet Development Milestones, the City may suspend further disbursements and require the Developer to refund any previously disbursed funds.

This Public Funding Schedule outlines the timing, conditions, and permitted uses of public funds made available by the City to support the development of the Convention Center. All disbursements are subject to the Developer's adherence to the Agreement's terms and conditions.

EXHIBIT F – EVENT USE SCHEDULE

Single Day Occupancy Needs		
State of the City/City Manager Address	200-400	Annual in the last week of June
Monumental July 4 th	150	Annually on July 4 th
Fandom	3,000	Annually in September (date flexible)
Public Safety Quarterly Awards	200	Annually in the first week of each quarter
Swearing-In for Elected Officials	250	First week of Nov., every two years starting in '26
Employee Annual Holiday Celebration	500	Annually in December (date flexible)

Continuing City Events; Reservation of Rights. The events identified on this Exhibit F represent the City’s currently known, recurring events that are intended to continue to be hosted at the future Convention Center. This list is illustrative only and may be updated by the Parties from time to time. For the avoidance of doubt, nothing in this Exhibit limits the City’s rights under Article IX (City Rights and Public Use) to request and reserve additional dates in accordance with the established notice, scheduling, and cost provisions of the Agreement, and the Developer shall consider such requests in good faith, subject to venue availability and previously contracted events.

EXHIBIT G – INSURANCE REQUIREMENTS

The Developer shall maintain, at its own expense, the following minimum insurance coverage for the duration of the Agreement and any warranty period:

1. Commercial General Liability (CGL)

- Minimum Limits: \$2,000,000 per occurrence / \$4,000,000 aggregate
- Occurrence-based policy form
- Includes coverage for bodily injury, property damage, personal injury, and contractual liability
- Names the City as an Additional Insured (primary and non-contributory)

2. Automobile Liability

- Covers all owned, non-owned, and hired vehicles used in connection with the work
- Minimum Limit: \$1,000,000 combined single limit per accident
- Names the City as an Additional Insured (primary and non-contributory)

3. Workers' Compensation and Employer's Liability

- Coverage as required by Florida law
- Employer's Liability Minimum Limits: \$1,000,000 per accident

4. Builder's Risk Insurance

- "All-risk" coverage during construction
- Covers 100% of the replacement cost of all improvements, materials, and equipment

5. Cyber Liability Insurance

- Required if Developer or its contractors process, store, or transmit personal data
- Minimum Limit: \$1,000,000 per claim

6. Subcontractor Insurance

- All subcontractors shall maintain coverage meeting these requirements for the duration of their work and any applicable warranty period
- Developer shall be responsible for ensuring subcontractor compliance and for providing subcontractor certificates of insurance to the City upon request

7. Warranty Period Coverage

- All required insurance shall remain in effect through the end of any warranty period agreed to in this Agreement

8. Certificates and Notices

- Certificates of insurance and endorsements shall be provided to the City before work begins, upon policy renewal, and upon request
- Developer shall give the City at least thirty (30) days' notice of cancellation, non-renewal, or material modification of coverage.

ITEM 7.A**Approval of City Commission Minutes from the August 5, 2025 meeting****Request**

Approval of the August 5, 2025, commission meeting minutes.

Explanation

Minutes of the commission meeting held on August 5, 2025, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) - CCM MIN AUG 05 2025



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 5, 2025 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Janette Martinez

Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

Members Absent: Commissioner Carlos Alvarez

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Vice Mayor Eady led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A State Appropriation Update and Presentation by Senator Arrington, Representative Alvarez, and Representative Stark

Ceremonial check presentation and brief remarks by Senator Arrington, Representative Stark, and Representative Alvarez.

Representative Arrington and Stark reviewed recently approved community projects, including one for the Haven on Vine and another for improvements on Columbia Avenue. A pilot for community engagement services at the Haven was also discussed. A ceremonial check presentation took place, followed by photos with the Representatives and Commissioners. Representative Alvarez was unable to attend.

3.B Oath of Office Ceremony for newly promoted Police Deputy Chief, Captain, Lieutenant, Sergeants and Corporals

Swearing in and administering of oath for newly promoted Police Deputy Chief Christopher Succi, Captain Michael Thompson, Lieutenant Christopher Breuer, Sergeant Corey Anthony, Sergeant Takeya Close, Sergeant Edward Diehl, Corporal Clint Casselman and Corporal Brandon Rivera

Assistant Chief McGinley read biographies for each officer prior to Police Chief Broadway administering the Oath of Office.

3.C Presentation of Retirement Watch to Linda S. Hansell

The honoree was not able to make it in attendance. The item will be rescheduled to a future meeting.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading: Proposed Ordinance #25-07 - Amending Noise measurements, levels, and enforcement.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS

22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Approve the Second and Final Reading of the Proposed Ordinance #25-07.

City Attorney Sanchez de Fuentes read Proposed Ordinance 3119 by title. Mayor Espinosa opened the floor for public comment. Comment cards ("Exhibit A") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of the proposed ordinance. An email received prior to the meeting was distributed and provided for review ("Exhibit B"). Several speakers urged the commission to make the ordinance effective immediately.

City Manager Steigerwald outlined the proposed noise regulation changes with decibel levels gradually reducing as the night progresses. The discussion also covered handling of unresolved fines and enforcement procedures. The City Attorney by request of the mayor, read the noise ordinance history into the record ("Exhibit C").

Mayor Espinosa moved to approve the Public Hearing and adopt Ordinance # 3119 as proposed with a revision to the decibels between the hours of ten pm and midnight to be lowered to 70 decibels, to limit the use of outdoor speakers in the Downtown CRA to no later than 10 p.m. but allow establishments that sell alcoholic beverages for consumption on premises in the Downtown CRA with an active Business Tax Receipt as of August 5, 2025, to use outdoor speakers until midnight at their current physical location, and make the Ordinance effective August 5, 2025. Commissioner Ortiz seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4- 0.

4.B Public Hearing - First Reading: Proposed Ordinance #25-12 - Amending the Method of Board Appointments

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION I, SECTION 2-145, "METHOD OF APPOINTMENT TO BOARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE

Approval of the First Reading of Proposed Ordinance #25-12

City Attorney Sanchez de Fuentes read Proposed Ordinance #25-12 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez made a motion to approve the Public Hearing and First Reading of Proposed Ordinance # 25-12. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing – Substantial Amendments to the CDBG 2018-2019, 2020-2021, and 2021-2022 Annual Action Plans

Accept comments on the Substantial Amendments to the CDBG Annual Action Plans for Fiscal Years 2018-2019, 2020-2021, and 2021-2022 to reallocate funding from completed or under performing activities.

Housing Manager Frances DeJesus reviewed the substantial amendments attached to the agenda and requested commission approval. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady made a motion to approve. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

5.B Public Hearing - Second Substantial Amendment to the HOME American Rescue Plan (HOME-ARP) Allocation Plan - Osceola County HOME Consortium

Approval of the Second Amendment to the City's portion of the HOME-ARP Allocation Plan.

Housing Manager Frances DeJesus reviewed the HOME-ARP Allocation Plan attached to the agenda and requested commission approval. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez made a motion to approve. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

5.C Public Hearing - City of Kissimmee 2025-2029 Citizen Participation Plan

Adoption of the City of Kissimmee 2025-2029 Citizen Participation Plan.

Housing Manager Frances DeJesus requested commission approval of the 2025-2029 Citizen Participation Plan. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez made a motion to approve. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

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.*

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

Motion carried 4 - 0.

- 7.A Approval of City Commission Minutes from the July 15, 2025 meeting and July 22, 2025 Budget Workshop
Approval of the July 15 and July 22, 2025 commission meeting and workshop minutes.
- 7.B Extension and First Amendment of Lease Between City of Kissimmee and MaxFlight Helicopter Services, Inc.
Approval of Five-Year Extension and First Amendment of Lease between City of Kissimmee and Max Flight Helicopter Services, Inc. contract # 20230143.
- 7.C Extension and Third Amendment of Lease Between City of Kissimmee and Stallion 51 Maintenance Operations, Inc.
Approval of Two-Year Extension and Third Amendment of Lease between City of Kissimmee and Stallion 51 Maintenance Operations, Inc. contract # 20240456.
- 7.D Accept Urban and Community Forestry Hurricane Recovery Grant
Accept the Urban and Community Forestry Hurricane Recovery Grant, amend the budget accordingly and authorize the City Manager to sign any documents related to the grant, Grant # UCFHRG.
- 7.E Resolution to Designate the City Manager as the Administrative Official to Approve Plats
Adoption of the Resolution designating the City Manager as the administrative official authorized to approve plats and replats.

Resolution #10-2025
- 7.F Resolution to Accept Grant Funding from Florida Department of Transportation for Taxiway Alpha Design
Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) in the amount of \$48,000.00 for design engineering services for shifting Taxiway Alpha (TW A) 50 feet to the east and reconstructing pavement, marking and lighting. Master Grant No TwyA Dsg S.

Resolution #11-2025
- 7.G Authorization to accept funding from the Florida Department of Law Enforcement Cyber Task Force Grant
Authorize the Chief of Police to execute the FDLE Orlando Cyber/ESST Financial Assistance Agreement (Grant CYBER25) with the Florida Department of Law Enforcement (FDLE).
- 7.H Task Order No. 6 for Professional Service Agreement with Avcon Inc.
Approval of Task Order No. 6 of the professional service agreement, contract No. 20230139 between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for design engineering services for shifting Taxiway Alpha (TW A) 50 feet to the east and reconstructing pavement, marking and lighting.
- 7.I Change Order to increase the budget for the Sign Code
Approval to increase the budget of the Sign Code Update by \$21,561.00.
- 7.J Change Order to Increase the Funding and Extend the Completion Date for the Rehabilitation of 1809 Cornett Place
Approval of Change Order #001, Contract #20240039, increasing the funding amount and extending the completion date for the rehabilitation of 1809 Cornett Place.

- 7.K Resolution to Adopt the City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan
Approve and adopt by Resolution the City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan.
Resolution #12-2025
- 7.L Furniture Purchase for Public Works & Engineering Department - City Hall Renovation Project
Approval to utilize Common Sense Office Furniture for the procurement of the Public Works & Engineering furniture located on the third floor City Hall offices in the amount of \$146,322.00, budget transfers from Central Services, Gas Tax and Engineering Stormwater accounts to the newly created project, and to authorize the City Manager or his designee to sign any additional documents or change orders needed.
- 7.M Ratification of the Collective Bargaining Agreement (CBA) with the International Association of Firefighters, Local 4208 (IAFF) Representing the Rank and File and Supervisory Bargaining Units
Approval and ratification of the Collective Bargaining Agreement between the City of Kissimmee and the International Association of Firefighters (IAFF), Local 4208, representing the Rank and File Unit (Cert #1400) and Supervisory unit (Cert #1401) effective October 1, 2024, to September 30, 2027 (contract #20240422).
- 7.N Agreement with Osceola County Property Appraiser for the City's non-ad valorem assessment
This request is for approval of the agreement with the Osceola County Property Appraiser for the City's non-ad valorem assessment, Contract #20250331.
- 7.O Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.P Grant application for Urban Areas Security Initiative
The Police Department requests authorization to apply for the FY2025 Homeland Security Grant through the Urban Areas Security Initiative Program (Grant UASI25)
- 7.Q Renewal of Space/Use Permit for Jed Suhl d.b.a. Horse-Riding Orlando, LLC
Approval of a Space/Use Permit for Jed Suhl d.b.a. Horse Riding Orlando, LLC for a one-year period at the current rate and terms, contract #20240305.
- 7.R Approval to execute an agreement for Construction Services to Noble Construction for the Haven on Vine
Approval to execute an agreement in response to RFP 2025-010 with Noble Construction for the renovation of the Haven on Vine in an amount not to exceed \$2,120,000 (contract #20250335).

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A Approval of a Downtown Kissimmee Community Redevelopment Agency and Hidden Gem, LLC Pioneer Project Incentive Program Agreement
Approval of a Downtown Kissimmee Community Redevelopment Agency (CRA) Pioneer Project Incentive Program Agreement, contract # 20250328, with Hidden Gem, LLC. for the property located at 12 Broadway.

CRA Manager Samia Singleton reviewed the project details attached to the agenda and requested CRA Board approval for the grant.

CRA Board Member Martinez made a motion to approve. CRA Board Member Eady seconded the motion.

AYE: Board Member Eady, Board Member Martinez, Chairwoman Espinosa, Board Member Ortiz

NAY: None

Motion carried 4 - 0.

8.B Downtown Kissimmee CRA Agreement with Southern Cross Consulting Group

Authorize the City Manager to execute an agreement between DKCRA, Southern Cross Consulting Group LLC and Anastasia Island Group LLC.

City Manager Steigerwald briefly reviewed the anticipated scope of the project, which would expand the city's holiday season experience downtown.

CRA Board Member Martinez made a motion to approve. CRA Board Member Eady seconded the motion.

AYE: Board Member Eady, Board Member Martinez, Chairwoman Espinosa, Board Member Ortiz

NAY: None

Motion carried 4 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.C Travel Funding Requests

Several commissioners have pending travel plans that require Commission consideration for approval of miscellaneous travel under the Commission Travel Policy.

City Manager Steigerwald reviewed the three travel requests and details attached to the agenda and requested commission approval.

Commissioner Eady made a motion to approve travel funding requests for Commissioner Martinez to attend the Osceola Chamber of Commerce Board of Directors Retreat in Washington DC, for Mayor Espinosa to attend the Puerto Rican Biz Growth Summit in Ponce, Puerto Rico, and for Commissioner Ortiz to attend a meeting with a prospective targeted industry in Puerto Rico. Commissioner Janette Martinez seconded the motion.

Motion carried 4 - 0.

8.D Social Services Grant Process Review for FY 2025-26

Commission direction on the Social Services and Quality of Life grant process for FY 2025-26

Deputy City Manager Desiree Matthews led a discussion on this year's social services funding allocation, reviewing the current process and requesting Commission feedback. A Social Services Competitive Grant Program Summary (Exhibit "D") was reviewed, detailing funding from 2009 to 2025.

Mayor Espinosa opened the floor to discuss the funding process, focusing on deliverables and impact. Commissioner Martinez proposed splitting the \$450K funding evenly between the Haven and other nonprofits and Commissioner Eady recommended adding an additional \$50k to the allocation. The commission agreed to forgo a competitive funding process this year, opting instead to select nonprofits based on alignment with specific service outcomes. City administration will vet a list of programs that closely match the city's funding priorities and bring it back for consideration.

Commissioner Ortiz made a motion to allocate \$300,000 of the Social Services and Quality of Life funding towards the Haven of Vine Project and the remaining \$150,000 to be allocated to nonprofits vetted by city administration offering services that align with commission priorities of homelessness and housing stability. Mayor Espinosa seconded the motion.

Motion carried 4 - 0.

8.E Commission Policy on Official Use of City's Email Communication Tool for Civic Engagement and Outreach

Discussion and review of a proposed Commission policy that would establish guidelines for the use of the City's email communication tool.

City Manager Steigerwald reviewed the policy as outlined on the agenda. Governing the use of newsletters via GovDelivery. Mayor Espinosa opened the floor for public comment. A comment card ("Exhibit A") was submitted, and that individual spoke in opposition to the item.

Discussion highlighted differing views on the policy's necessity. Some favored increased community outreach while others found it excessive. Concerns noted that the staff-supervised "Kissimmee Insider" newsletter already fulfills this role. Commission consensus was to not move forward with the policy and instead improve the existing newsletter, with proposed enhancements to return for approval.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the commission and audience about the upcoming Community Resource Day and publicly apologized to the City of Saint Cloud for a recent presentation data miscommunication.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Ortiz played a recap video of his time in the Dominican Republic. Mayor Espinosa requested to see the fire department helicopter and commended the city's Public Works Department and their rapid response to a recent inquiry.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 8:19 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK



PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: Aug. 5 - 2023

AGENDA ITEM #: SPEAKER OR NON-AGENDA TOPIC: 4A

NAME: Jorgie Timbal

ADDRESS: 2200 Pleasant Hill Village CITY: Kissimmee STATE: FL ZIP: 34746
2100

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☒ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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

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

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: Aug 5 2025
AGENDA ITEM #: Speaker OR NON-AGENDA TOPIC: 4A
NAME: Roberto Hernández
ADDRESS: 4717 Watercress St CITY: Kissimmee STATE: FL ZIP: 34758

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☒ ~~NEUTRAL~~

PUBLIC COMMENT

- ☒ ~~I WISH TO SPEAK~~
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5 Aug 2025

AGENDA ITEM #: _____ OR NON-AGENDA TOPIC: 4-A

NAME: CARLOS RIVERA

ADDRESS: 857 Sandy Ridge CITY: DAVENPORT STATE: FL ZIP: 33896

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 8/5/2025
AGENDA ITEM #: 4A-Norse Ordinance OR NON-AGENDA TOPIC: _____
NAME: Lynda Roth
ADDRESS: 405 SUN AVE CITY: Kissimmee STATE: FL ZIP: 34741

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK *Only if needed*
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 08/05/25

AGENDA ITEM #: _____ OR NON-AGENDA TOPIC: 4A

NAME: Juan E. Rodriguez

ADDRESS: 800 California words circle CITY: Orlando STATE: FL ZIP: 32824

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 3/September 2025
AGENDA ITEM #: _____ OR NON-AGENDA TOPIC: 4A
NAME: Senay Mleada
ADDRESS: 1324 Dorado CITY: Kiss STATE: FL ZIP: 34741
Drive Apt 15

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/8/25

AGENDA ITEM #: 4-A OR NON-AGENDA TOPIC: 4-A

NAME: Thomas P. Duda

ADDRESS: 114 Colechester CITY: Kissimmee STATE: FL ZIP: 37458

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 08/15/25

AGENDA ITEM #: 4A OR NON-AGENDA TOPIC: _____

NAME: Alberto Masio

ADDRESS: 225 Farrington Ln CITY: Kissimmee STATE: FL ZIP: 34744

POSITION ON ITEM

- ☒ **I SUPPORT THIS AGENDA ITEM**
☐ **I OPPOSE THIS AGENDA ITEM**
☐ **NEUTRAL**

PUBLIC COMMENT

- ☒ **I WISH TO SPEAK**
☐ **I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK**

INSTRUCTIONS:

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

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 8-5-25

AGENDA ITEM #: Speakers ordinance OR NON-AGENDA TOPIC: 4-A

NAME: Igor Baer

ADDRESS: 112 Broadway CITY: Kiss STATE: FL ZIP: 34741

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119.

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

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 8/5

AGENDA ITEM #: 4A OR NON-AGENDA TOPIC: _____

NAME: Tom Kapp

ADDRESS: 14 W. ALPINE CITY: KISS STATE: FL ZIP: 34741

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 8/5/25

AGENDA ITEM #: 8.E OR NON-AGENDA TOPIC: _____

NAME: Jeremy Fetz

ADDRESS: 120 Broadway Street CITY: Kissimmee STATE: FL ZIP: 34741

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
☒ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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

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

Tameara Crespo

From: Mike Steigerwald
Sent: Monday, August 4, 2025 8:14 AM
To: Tameara Crespo
Cc: Olga Sanchez de Fuentes
Subject: Fwd: Noise Ordinance

Follow Up Flag: Follow up
Flag Status: Flagged

FYI

Begin forwarded message:

From: Jackie Espinosa <Jackie.Espinosa@kissimmee.gov>
Date: August 3, 2025 at 7:10:00 PM EDT
To: Lynda Roth <poohzer23@yahoo.com>, Mike Steigerwald
<mike.steigerwald@kissimmee.gov>, Olga Sanchez de Fuentes
<OLGA.SANCHEZDEFUENTES@kissimmee.gov>
Subject: Re: Noise Ordinance

Thank you for posing your concern as well as a suggestion with regard to same. This will certainly be presented as a viable option and we invite you to continue attending the commission meetings as your input is so valuable to us.

Thank you once again,
Jackie Espinosa, Mayor

Get [Outlook for iOS](#)

From: Lynda Roth <poohzer23@yahoo.com>
Sent: Sunday, August 3, 2025 1:30:44 PM
To: Jackie Espinosa <jackie.espinosa@kissimmee.gov>
Subject: Noise Ordinance

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

Madame Mayor,

Residents of the downtown Lakeshore area have been complaining about the noise pollution for years. I feel that we have a police department that will enforce a stricter noise ordinance, and keep businesses accountable. Everyone needs to remember that this ordinance is for 7 days, not just for the weekends or holidays. That means that people can work on their property, yards, party, etc. until midnight at 85 decibels. I feel that 85 decibels past 10 P.M. is unfair to those needing their sleep before going to work or just prefer a quieter environment.

Commissioner Alvarez proposed a workable compromise for all citizens. Decreasing the volume as the night lingers on is better for most people, especially for those living near the downtown area.

Sincerely,

Lynda Roth
405 Sun Ave.
Kissimmee, FL 34741

Ordinance	Date	Provision Synopsis	Elected Officials	
Section 19-8 of 1962 Code Ord. 1593	80s	Noises prohibited-(B) Radios, phonographs, etc. Using, playing any devise for producing sound in such a manner as to disturb the peace, quiet or comfort of the neighboring inhabitants at any time with louder volume than is necessary for hearing in the room, vehicle or chamber in which such device is operated and who are voluntary listeners thereto, especially between the hours of 10:00 pm and 7:00 am. In such a manner as to be plainly audible at a distance of 50 feet from the building in which it is located, is prima facia evidence of a violation (C) Loudspeaker, amplifier for advertising cast on public street for purposes of advertising or for attracting attention to any building or structure. (D) Yelling, shouting, hooting, whistling, or singing on public streets, particularly between 11:00 pm and 7:00 am, or at any time as to annoy or disturb the quiet, comfort, or repose of persons in any office, dwelling, residence, or vicinity.	Maher, Mc Mullan, Van Meter, Herring, Hart	
1824	Jan, 1991	Maximum Noise Levels- Chart measured at property line Commercial 70db from 7 am to 10pm; 65db from 10pm to 7am measured with sound meter. Penalties - Code Enforcement prosecution. Additional remedies of declaring public nuisance - restraining order, injunction or revocation of occupational license by City Manager.	Pollet, Maher, Makinson, Attkisson, Hart	
1832	May, 1992	Provided exception form construction demolition and repair noise during emergency that would impact the public heath safety for construction or repairing of buildings with permit from CM, for a period of 3 days which could be extended in three day increments. Allows the work to be performed between the hours of 6pm and 7am when necessary with application and permit approval.	Makinson, Hart, Attkinson, Maher, Pollet	
1861	Nov-92	Deleted a requirement for street signs indicating that the buildings are schools, hospitals, courthouses or government buildings where loudspeakers countdown not be using within 1000 ft of said buildings.	Makinson, Hart, Latta, Maher, Pollet	
1887	Mar-93	Uniform fine ordinance - Noise penalty \$100.	Makinson, Hart, Latta, Maher, Pollet	
2324	Jan, 2000	Uniform Fine Ordinance - Noise penalty \$200	Attkisson, Makinson, Gemkie, McKinnon, Goodwin	

2474	July, 2003	Added provision prohibiting excessive amplified sound, noise or music, making it a violation if plainly audible at 75 feet, or louder than necessary for simple hearing within 25 feet of source. Lowering penalties from \$200 to \$50 for first offense, \$150 for 2nd, and Second degree misdemeanor for 3rd. Allows for a citation without independent witness or sound meter	Gant, Burke, Brooks, Goodwin-Nichols, McKinnon	
2614	Oct, 2006	General Penalties- \$50-\$500. Code Enforcement Fines not to exceed \$1000 for first violation, \$5000 per day for repeat violations, fines not to exceed \$15,000 per violation found to be irreparable or irreversible in nature.	Goodwin-Nichols, McKinnon, Gemske, Van Meter, Brooks	
	2016 -		J. Alvarez, Gonzalez, Eady, <u>Rentas, Otero</u>	
	2018 -		<u>J. Alvarez, Gonzalez, Eady, Rentas, Otero</u>	
	2020 -		J. Alvarez, Gonzalez, Eady, <u>Felix Ortiz, Fisher</u>	
	2022			
3070	Feb-23	Complete overhaul of Noise Ordinance. Added definitions, kept same method of measurement and decibel ranges chart. Created separate decibel chart for Downtown CRA making it 85 dba from 7am to 10pm and 70 dba from 10pm to 7am. Added CRA specific provision for speakers needing to be oriented toward the interior, 20 feet away from openings. Added joint enforcement with KPD and citation process. Added that sidewalk cafes can not locate speakers in the right of way. Provided that restaurants at a fixed location can utilize outdoor speakers outdoors if they comply with noise level standards, and must face downward and inward	Gonzalez, Castano, C. Alvarez, Martinez, Eady	
3073	May, 2023	Removed "Special Magistrate" and replaced with hearing officer.	Gonzalez, Castano, C. Alvarez, J. Martinez, A. Eady	

Social Services Competitive Grant Program FY 2009-2025 Summary

AGENCY	Approved FY 2024-25	2009-2025	1999-2008	TOTALS 1999 To Date
Osceola Council on Aging Program: Health Clinic/Building strong Families; Nutrition ; Transportation	\$82,500.00	\$1,639,118.41	\$961,803.75	\$2,600,922.16
Osceola Mental Health/ Park Place Behavioral Health Care Program: Residence Level IV Adult Substance Abuse Services Services	\$38,750.00	\$943,681.51	\$1,066,980.38	\$2,010,661.89
Hope Partnership (formerly Community Hope Center) Program: Hope Cares Days	\$13,250.00	\$296,360.00		\$296,360.00
Aspire Health Partners, Inc. Program: HOME (Helping Others Make the Effort)	\$31,250.00	\$647,672.95	\$119,392.96	\$767,065.91
Help Now of Osceola, Inc. Program: Domestic Violence Residential Services	\$36,250.00	\$631,745.41	\$260,899.00	\$892,644.41
Church and Community Assistance Program Program: CCAP Cares	\$29,500.00	\$59,393.50		\$59,393.50
Osceola Community Health Svcs Program: Mobile Medical , Behavioral Health and Dental Outreach)	\$15,000.00	\$54,357.90		\$54,357.90
Community Coordinated Care for Children, Inc. (4C) Program: Head Start/ Early Head Start:	\$10,000.00	\$140,728.59	\$142,733.97	\$283,462.56
Orlando Health/ Howard Philips Center for Children & Families Program: Healing Tree:	\$8,750.00	\$130,221.77	\$57,776.75	\$187,998.52
The Opportunity Center (Osceola ARC) Program: Adult Day Training :	\$14,750.00	\$67,434.59	\$107,385.00	\$174,819.59
City of Kissimmee- Homeless Services (Formerly Cold Nights)	\$80,000.00	\$213,424.00		\$213,424.00
The Transition House, Inc. Program: Inspire Counseling and Support Center	\$12,500.00	\$12,500.00	\$202,028.04	\$214,528.04
Solid Rock Community Church Program: Thrive Together Initiative	\$10,000.00	\$10,000.00		\$10,000.00
Central Florida YMCA Program: Osceola Family Learning Center	\$17,500.00	\$17,500.00	\$218,492.25	\$235,992.25
Misc. Community-Based Programs		\$140,495.50	\$184,091.63	\$324,587.13
Orange County Community Action			\$204,230.21	\$204,230.21
Lighthouse of Central Florida /CITE			\$97,664.38	\$97,664.38
Osceola Ministry Center			\$95,593.50	\$95,593.50

Habitat for Humanity			\$53,900.00	\$53,900.00
Coalition for the Homeless			\$50,189.67	\$50,189.67
United Cerebral Palsy of Central Florida Inc.			\$48,780.16	\$48,780.16
Childrens Home Society			\$44,305.00	\$44,305.00
Volunteer Osceola, The Generation Connection			\$43,500.00	\$43,500.00
Children's Advocacy Center			\$32,009.25	\$32,009.25
Christian Service Center			\$32,000.00	\$32,000.00
Social Service Funded Programs Summary		\$5,013,495.80	\$3,061,952.15	\$9,037,251.70
Quality of Life Programs Summary		\$333,980.00	\$379,479.88	\$1,013,459.88
All Programs Summary		\$5,347,475.80	3,441,432.03	\$10,050,711.58

ITEM 7.B

Approval of an Advisory Board Appointment Policy

Request

Discussion and review of a proposed policy that would establish guidelines for the appointment of board members to city boards by the City Commission.

Explanation

The policy outlines the transparent, equitable, and inclusive process for the appointment of board members to city boards by the City Commission, ensuring compliance in accordance with the city's code. It further outlines the procedures necessary to facilitate the advertisement, recruitment, and appointment of qualified candidates, ensuring that all appointments are subject to a consistent application and selection process.

Recommendation

Commission approval of the proposed Advisory Board Appointment Policy

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Advisory Board Appointment Process Policy



Title: Advisory Board Appointments

Effective Date: **DRAFT**

Revised Date:

Policy: The policy is designed to establish a transparent, equitable, and inclusive process for the appointment of board members to city boards by the City Commission, ensuring compliance in accordance with the city's code. It outlines the procedures necessary to facilitate the advertisement, recruitment, and appointment of qualified candidates, ensuring that all appointments are subject to a consistent application and selection process.

.01 Compliance with City Code: All appointments and resignations to city boards shall be consistent with City Code, Chapter 2 Administration, Section 2-145.

.02 Notice of Vacancy: When a vacancy occurs on any city board, the City Clerk or their designee shall:

- a. Notify the City Commission via email of the vacancy. The notice shall outline the minimum qualifications of the board so the Commissioners can instruct all interested and qualified applications to apply using the online application.
- b. Notify the Strategic Communications Office by email to prepare and distribute a public advisory about the vacancy. The advisory is designed to generate public interest and invite applications from potential candidates and will be shared through suitable public communication channels to ensure wide awareness.

.03 Application and Appointment Process for Vacancies: Any individual interested in filling a vacancy on a board shall apply through the approved online application.

- a. **Verification of Qualifications:** Once an application is received, the City Clerk or their designee shall verify that the applicant meets the minimum requirements for the specific board vacancy based on the qualifications outlined in the City Code.

If an applicant does not meet the minimum requirements for the board to which they applied, the City Clerk will notify the applicant of their ineligible status and keep their application on file for future vacancies for which they may qualify.

- b. **Commission Consideration:** The City Clerk or their designee shall place the board vacancy on the City Commission's agenda under the Discussion section, along with the applications of all qualified candidates. Board appointments will not be considered unless the vacancy is formally placed on the agenda and discussed in an open meeting.

During the public meeting, the City Commission shall review the vacancy and the vetted candidates. Any Commissioner may move to appoint an eligible applicant, with appointment confirmed by a majority vote. The City Clerk's Office shall notify any



appointed individual, the department responsible for managing the board, and initiate any necessary follow-up actions for onboarding.

If the Commission fails to appoint any candidate by majority vote. In that case, the City Clerk's Office shall notify the applicants of the outcome and inform them that the vacancy remains open for future consideration.

.04 Reappointments and Ministerial Approvals:

The City Clerk or their designee is responsible for tracking all board vacancies and shall provide notice to Board Managers that a board member's term is expiring at least 60 days before the expiration of the term.

Upon notification, Board Managers shall contact the incumbent member to confirm their interest in continuing service and notify the City Clerk or their designee of the member's intent no later than 30 days prior to the expiration of term.

If the member wants to be reappointed, the City Clerk or their designee shall place a reappointment request agenda item on the next Commission Meeting under the Consent Section.

Should a member decline reappointment, the City Clerk shall advertise the vacancy in accordance with this policy.

ITEM 7.C

Resolution to Accept Grant Funding Amendment from Florida Department of Transportation for Parcel 8 Construction

Request

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) Amendment #1 from the Florida Department of Transportation (FDOT) for the Construction of the supporting infrastructure for the development of Parcel 8 Project at Kissimmee Gateway Airport, in the amount of \$2,000,000.00 Grant Master No. Par8const.

Explanation

The Florida Department of Transportation (FDOT) is offering a grant in the amount of \$2,000,000.00 for the construction of the supporting infrastructure for the development of Parcel 8 Project for auto parking, utilities, aircraft apron parking and taxiway connection. This Amendment adds funds to the previously received \$1,250,000.00 FDOT Grant and \$250,000 City match for the project.

Parcel 8 is located on the airport west of MLK Blvd. and Dyer Blvd. and will provide the ability for aviation business development. Staff is requesting approval of the PTGA to assist in funding the construction project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	Par8const	Increase	2,000,000	
47000334-334410	Par8const	Increase	2,000,000	

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%).

The total project amount is \$3,750,000 with each agency funding the following amounts:

FDOT-PTGA (Grant #: 440781-1-94-01) - \$2,000,000
Kissimmee Gateway Airport - \$500,000 (Series 2024A Proceeds)

Recommendation

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) Amendment #1 from the Florida Department of Transportation (FDOT) for the construction of the supporting infrastructure for the development of Parcel 8 Project at Kissimmee Gateway Airport, in the amount of \$2,000,000.00.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Adopt
Accept

Department: Airport
Presenter:

Attachment(s):

1. (S) Resolution PTGA for Infrastructure for the development of Parcel 8 Project
2. (S) Amendment #1 PTGA to Sponsor 440781-1-94-01 (G3163) Parcel 8 at ISM

RESOLUTION NO. _____

WHEREAS, the City of Kissimmee has determined to make certain improvements at Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for Construction of the supporting infrastructure for the development of Parcel 8 Project.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in the funding of this program, and

WHEREAS, it is necessary, for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation for construction funding of this project.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 440781-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this _____ Day of August 2025.

CITY OF KISSIMMEE, FLORIDA

Mayor-Commissioner

ATTEST

City Clerk

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR	FLAIR Category:	088719
440781-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55052000531
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000348026
Contract Number: G3163	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Kissimmee, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 8/8/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add funds to Parcel 8 project at Kissimmee Gateway Airport.
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☒ **Aviation**
 - ☐ **Seaports**
 - ☐ **Transit**
 - ☐ **Intermodal**
 - ☐ **Rail Crossing Closure**
 - ☐ **Match to Direct Federal Funding** (Aviation or Transit)
 - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ **Other**
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☒ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions
 - ☐ *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☒ *Exhibit G: Financial Assistance (Single Audit Act)
 - ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 03/25

 *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor

 X *Additional Exhibit(s): PTGA Exhibit E1: Program Specific Terms and Conditions - Prohibition on Discrimination Based on Health Care Choices

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$2,500,000 bringing the revised total cost of the project to \$3,750,000.

The Department's participation is X increased/ decreased by \$2,000,000. The Department agrees to participate in the Project cost up to the maximum amount of \$3,000,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construction of the supporting infrastructure for the development of Parcel 8 West of Dyer Blvd and East of Runway 15 \ Taxiway A. The project will support future development on this parcel as an essential revenue producing property to sustain the Airport.

B. Project Location (limits, city, county, map): Kissimmee Gateway Airport/Kissimmee, FL/Osceola

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Infrastructure Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and geotechnical costs, permit preparation and application fees. Construction of pavement (access roadways, parking lots, and sidewalks), drainage, utilities, pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete this project. The Sponsor will comply with Aviation Program Assurances.

The project consists of associated airside and landside improvements to support complementary revenue producing hangar and office buildings. Airside improvements consist of apron space for parking, aircraft run-up area, and circulation of small aircraft, and access taxi-lane from Taxiway Alpha, and incidental storm, drainage, marking, lighting, and signage. Landside improvements consist of sidewalks, auto parking, utilities, storm, drainage, and landscaping, and other incidentals necessary for design and permitting. The costs indicated are for the construction of site development improvements necessary to support the buildings (buildings and everything inside the buildings are not included).

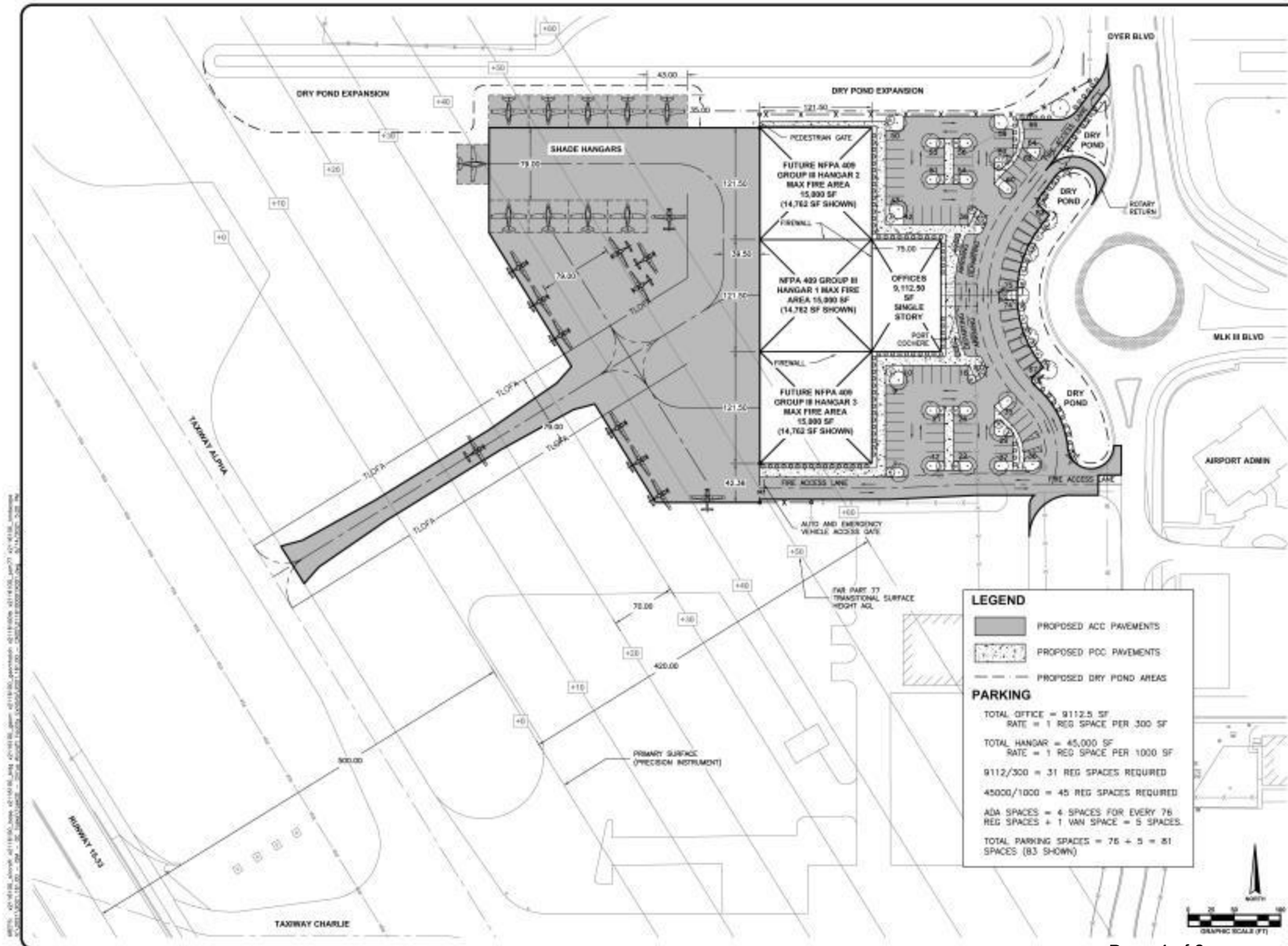
D. Deliverable(s): Final close out documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

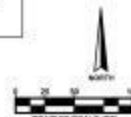


LEGEND

- PROPOSED ACC PAVEMENTS
- PROPOSED PCC PAVEMENTS
- PROPOSED DRY POND AREAS

PARKING

TOTAL OFFICE = 9112.5 SF
 RATE = 1 REG SPACE PER 300 SF
 TOTAL HANGAR = 45,000 SF
 RATE = 1 REG SPACE PER 1000 SF
 9112/300 = 31 REG SPACES REQUIRED
 45000/1000 = 45 REG SPACES REQUIRED
 ADA SPACES = 4 SPACES FOR EVERY 76 REG SPACES + 1 VAN SPACE = 5 SPACES.
 TOTAL PARKING SPACES = 76 + 5 = 81 SPACES (83 SHOWN)



NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	RDH
DRAWN BY:	RDH
CHECKED BY:	MS
APPROVED BY:	SS
DATE:	MAY, 2021

PDOT PM NO.	XXXXXX-1
FAA AIP NO.	3-12-000X-XXX-XXXX
AVCON PROJECT NO.	YYYY.CC.NN
CADD:	2118199991X001

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440781-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$1,000,000.00
440781-1-94-01	DDR	088719	2026	751000	55.004	Aviation Grant Program	\$2,000,000.00
440781-1-94-01	LF	088719	2026	751000	55.004	Aviation Grant Program	\$500,000.00
440781-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$250,000.00
Total Financial Assistance							\$3,750,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$3,000,000.00	\$750,000.00	\$0.00	\$3,750,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$3,000,000.00	\$750,000.00	\$0.00	\$3,750,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$3,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

ITEM 7.D

2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Lakefront Park

Request

Approval to apply for a 2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Kissimmee Lakefront Park Splash Pad refurbishment.

Explanation

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program (FRDAP) for competitive grants to assist with the development of outdoor recreational facilities. Any municipality may apply for up to two FRDAP grants during each funding cycle. The program places a priority on projects that include facilities that enhance opportunities for children under the age of 12. The maximum grant amount is \$200,000 and would require 100% matching funds.

The Parks & Recreation Department is seeking a grant in the amount \$200,000 for the refurbishment of the Kissimmee Lakefront Park Splash Pad. The City match of \$200,000 is currently available in the 5 year capital improvement plan for FY 2026/27. The Parks & Recreation Department is confident the City can obtain a high ranking for grant consideration for 2026.

Recommendation

Approval to apply for a 2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Kissimmee Lakefront Park Splash Pad refurbishment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. FRDAP Grant Agenda

2026 Florida Recreational Development Assistance Program (FRDAP) Regular Application Cycle

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program's competitive grants for the acquisition or development of outdoor recreational facilities. Any municipality may apply for up to two FRDAP grants during each funding cycle but may only have three active FRDAP grants at one time.

Eligible Activities include but are not limited to:

Basketball Courts, Field Lighting, Boating Facilities, Beach Access, Playgrounds, Soccer Fields, Tennis Courts, Baseball/Softball Facilities, Sports lighting, Trails, Picnic Facilities, Fishing/Nature Piers, Outdoor Amphitheaters, Dog Parks, Cultural Facilities, Support Facilities and any other outdoor recreation or open space elements.

Application Deadline:	September 30, 2025
Maximum Grant Amount:	\$50,000- \$200,000 (2 applications are permitted for each cycle)
Eligible Costs:	Project costs from July 1, 2025, and on are reimbursable. Grant preparation fees are eligible to be reimbursed as a part of the grant.
Match Requirements:	Grants up to \$50,000 have no matching fund requirement. Grants more than \$50,000 and up to \$150,000 have a 25% matching funds requirement. Grants over \$150,000 have a 100% matching funds requirement.

ITEM 7.E

2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Quail Hollow Park

Request

Approval to apply for a 2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Quail Hollow Park outdoor basketball court.

Explanation

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program (FRDAP) for competitive grants to assist with the development of outdoor recreation facilities. Any municipality may apply for up to two FRDAP grants during each funding cycle. The program places a priority on projects that include facilities that enhance opportunities for children under the age of 12. Grants up to \$150,000 have a 25% matching funds request.

The Parks & Recreation Department is seeking a grant in the amount of \$112,500 for a new outdoor basketball court at Quail Hollow Park. This will be a \$150,000 project. The city 25% match of \$37,500 is currently available in the 5 year capital improvement plan FY 2026/27. The City is confident that we can obtain a high ranking for grant consideration for 2026.

Recommendation

Approval to apply for 2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Quail Hollow Park outdoor basketball court.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. FRDAP Grant Agenda

2026 Florida Recreational Development Assistance Program (FRDAP) Regular Application Cycle

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program's competitive grants for the acquisition or development of outdoor recreational facilities. Any municipality may apply for up to two FRDAP grants during each funding cycle but may only have three active FRDAP grants at one time.

Eligible Activities include but are not limited to:

Basketball Courts, Field Lighting, Boating Facilities, Beach Access, Playgrounds, Soccer Fields, Tennis Courts, Baseball/Softball Facilities, Sports lighting, Trails, Picnic Facilities, Fishing/Nature Piers, Outdoor Amphitheaters, Dog Parks, Cultural Facilities, Support Facilities and any other outdoor recreation or open space elements.

Application Deadline:	September 30, 2025
Maximum Grant Amount:	\$50,000- \$200,000 (2 applications are permitted for each cycle)
Eligible Costs:	Project costs from July 1, 2025, and on are reimbursable. Grant preparation fees are eligible to be reimbursed as a part of the grant.
Match Requirements:	Grants up to \$50,000 have no matching fund requirement. Grants more than \$50,000 and up to \$150,000 have a 25% matching funds requirement. Grants over \$150,000 have a 100% matching funds requirement.

ITEM 7.F

Grant Agreement for the Police Department Generator Project

Request

Approval to authorize the Mayor to electronically execute the Federal Emergency Management Agency (FEMA) Sub-Recipient Agreement No. 4673-166-R (Contract #20250339) and associated grant documents, accepting \$848,786.25 in federal funding awarded through the Hazard Mitigation Grant Program (HMGP) for the procurement and installation of emergency standby generators located at the Police Department and 911 Communications Center.

Explanation

On July 1, 2025, the City Commission approved the acceptance of \$848,786.25 in federal funding through the FEMA, Hazard Mitigation Grant Program (HMGP) for the Kissimmee Police Department Generator Project. This project includes the installation of two permanent diesel generators at 8 North Stewart Avenue: a 750-kW unit serving the Police Department and a 175-kW unit serving the 911 Communications Center. Work will also include the installation of new concrete pads, diesel fuel tanks, and electrical connections utilizing the existing transfer switches.

Execution of the Sub-Recipient Agreement is required to formally accept the grant and begin the reimbursement process. By guidance from the Florida Division of Emergency Management (FDEM), the agreement and associated forms are to be electronically executed by the Mayor and submitted within 60 days of receipt. These documents include the Sub-Recipient Agreement (Contract No. H1210), the Federal Funding Accountability and Transparency Act (FFATA) Form (Attachment I), the Certification Regarding Lobbying (Attachment K), the Florida Accountability Contract Tracking System (FACTS) Form (Attachment L), and, if applicable, the Foreign Country of Concern Affidavit (Attachment M) for subcontractors. These improvements are essential for ensuring the continuity of public safety operations during extended power outages and emergency events.

Recommendation

Approval to authorize the Mayor to electronically execute the FEMA Sub-Recipient Agreement No. 4673-166-R and related documents to accept the grant funding and proceed with submittal to the FDEM.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) 4673-166-R For Subrecipient Signature

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Kissimmee
PROJECT #:	4673-166-R
PROJECT TITLE:	City of Kissimmee, Police Department, Generator
CONTRACT #:	H1210
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Ivan Lespier Senior Construction Project Manager 101 Church Street Suite 301 Kissimmee, Florida 34741

Enclosed is your copy of the proposed contract/modification between **City of Kissimmee** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 359-8208 or email me at Luke.Yarborough@em.myflorida.com.

Agreement Number: H1210
Project Number: 4673-166-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Kissimmee
Sub-Recipient's unique entity identifier (UEI/FEIN):	DPHBBJP7RHY3 / 596000348
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	05/21/2025
Subaward Period of Performance Start and End Date:	05/21/2025 - 05/31/2028
Amount of Federal Funds Obligated by this Agreement:	\$808,368.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$848,786.25
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$848,786.25
Federal award project description (see FFATA):	Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Luke.Yarborough@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Kissimmee, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Luke Yarborough
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-359-8208
Email: Luke.Yarborough@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Ivan Lespier
Senior Construction Project Manager
101 Church Street
Suite 301
Kissimmee, Florida 34741 Telephone:
407-518-2164
Email: Ivan.lespier@kissimmee.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on May 21, 2025 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is **\$808,368.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.1 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient “relate financial data to performance goals and objectives of the Federal award.”
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C.

§207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division’s grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term “improper payment” means or includes:

- i. 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; and,

- ii. 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.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly

noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative

close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible.

Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “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.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

- v. Authorize, condone, or ignore organizational conflicts of interest;
 - vi. Specify only a brand name product without allowing vendors to offer an equivalent;
 - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process; or,
 - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.
- i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.
- j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").
- k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:
- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
 - ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

I. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the

submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable

material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race,

color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF KISSIMMEE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$808,368.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the City of Kissimmee Police Department and the 911 Communications Center, in Kissimmee, Osceola County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-166-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Kissimmee, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the City of Kissimmee Police Department and the 911 Communications Center, located at 8 North Stewart Avenue, Kissimmee, Florida 34741.

The HMGP project shall provide protection by purchasing and installing two (2) permanent generators with capacities of 750kW and 175kW, or the adequate sizes determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The 750kW generator shall serve the Kissimmee Police Department, and the 175kW generator shall serve the 911 Communications Center. The project includes the installation of new concrete pads, stand-alone diesel tanks, and electrical connections. The existing automatic transfer switches (ATS) shall remain to serve the new generators. The existing generators have served the facilities since 1995 and 2010 and have exceeded or are near their useful life. Kissimmee Police Department and 911 Communications Center provide emergency response and post-disaster recovery services. The project shall decrease the risk of electrical power loss to the facilities and allow the Kissimmee Police Department to maintain operations in future storm events.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Kissimmee Police Department	8 North Stewart Avenue, Kissimmee, Florida 34741	750	(28.292725, -81.408533)
2)	911 Communications Center	8 North Stewart Avenue, Kissimmee, Florida 34741	175	(28.293219, -81.408064)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.

- b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Verification letter or documentation showing unusable equipment, debris, materials, petroleum products, hazardous materials, and toxic wastes were handled, managed, and disposed of in accordance with local, state, and federal requirements, to include where such materials and equipment were disposed of.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and

supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the City of Kissimmee Police Department and the 911 Communications Center in Kissimmee, Florida 34741, by installing two (2) permanent generators, concrete pads, stand-alone diesel tanks, and electrical connections.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize

FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Unusable equipment, debris and materials shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project:
 - a) **RCRA CONDITION:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials, and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) **Monitoring Required: No**
- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written

approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

This is FEMA project number **4673-166-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on **May 21, 2025**; and the Period of Performance for this project shall end on **May 31, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	36	Months

BUDGET**Line-Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$711,824.00	\$533,868.00	\$177,956.00
Labor:	\$356,000.00	\$267,000.00	\$89,000.00
Fees:	\$10,000.00	\$7,500.00	\$2,500.00
Initial Agreement Amount:	\$1,077,824.00	\$808,368.00	\$269,456.00
***Contingency Funds:	\$53,891.00	\$40,418.25	\$13,472.75
Project Total:	\$1,131,715.00	\$848,786.25	\$282,928.75

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$53,891.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00.

Funding Summary Totals

Federal Share:	\$848,786.25	(75.00%)
Non-Federal Share:	\$282,928.75	(25.00%)
Total Project Cost:	\$1,131,715.00	(100.00%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, [Florida Statutes](#)
- (5) Chapter 215, [Florida Statutes](#)
- (6) Section 768.28, [Florida Statutes](#)
- (7) Chapter 119, [Florida Statutes](#)

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) 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 (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Kissimmee

REMIT ADDRESS: 101 Church Street Suite 301

CITY: Kissimmee STATE: Florida ZIP CODE: 34741

PROJECT TYPE: Generator PROJECT #: 4673-166-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1210

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$	
APPROVED SRMC TOTAL: \$	DIVISION DIRECTOR
APPROVED FOR PAYMENT \$	DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Kissimmee PAYMENT #: _____
PROJECT TYPE: Generator PROJECT #: 4673-166-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1210

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF KISSIMMEE

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Kissimmee **PROJECT #:** 4673-166-R
PROJECT TYPE: Generator **CONTRACT #:** H1210
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Kissimmee
Sub-Recipient's Name

H1210
DEM Contract Number

4673-166-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-166-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 808,368.00

OBLIGATION/ACTION DATE: 05/21/25

SUBAWARD DATE (if applicable): _____

UEID/SAM#: DPHB BJP7RHY3

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration> The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the City of Kissimmee Police Department and the 911 Communications Center, located at 8 North Stewart Avenue, Kissimmee, Florida 34741.

The HMGP project shall provide protection by purchasing and installing two (2) permanent generators with capacities of 750kW and 175kW, or the adequate sizes determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The 750kW generator shall serve the Kissimmee Police Department, and the 175kW generator shall serve the 911 Communications Center. The project includes the installation of new concrete pads, stand-alone diesel tanks, and electrical connections. The existing automatic transfer switches (ATS) shall remain to serve the new generators. The existing generators have served the facilities since 1995 and 2010 and have exceeded or are near their useful life. Kissimmee Police Department and 911 Communications Center provide emergency response and post-disaster recovery services. The project shall decrease the risk of electrical power loss to the facilities and allow the Kissimmee Police Department to maintain operations in future storm events.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Kissimmee Police Department	8 North Stewart Avenue, Kissimmee, Florida 34741	750	(28.292725, -81.408533)
2)	911 Communications Center	8 North Stewart Avenue, Kissimmee, Florida 34741	175	(28.293219, -81.408064)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

ATTACHMENT M

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor’s Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.

ITEM 7.G

Field and project services to support the city-wide Pavement Management Milling and Resurfacing projects

Request

Approval of Change Order No. 1 for Task Work Order No. 4 with DRMP, Inc. (Contract # 20230253) for the use of field inspection services and in-house project administration in support of city-wide Pavement Management Milling and Resurfacing program in the not to exceed amount of \$235,147.50.

Explanation

As a result of unprecedented efforts from the City to increase pavement resurfacing city-wide, the Public Works & Engineering Department is requesting approval to use field inspection services and in-house project administration for current and future city-wide pavement resurfacing projects. The work order provides on-site inspection services throughout the construction duration to secure quality and safety during operations; coordinate all activities between the City, the contractor, and other agencies; develop and update progress schedules; and other tasks to ensure the quality of the finished product. These services will be provided by DRMP, Inc., under the existing Surveying Continuing Services Contract (RFQ2022-003).

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10345653-505353		Decrease	\$2,860,960	\$235,148.00
10345203-503131		Increase	\$194,620.31	\$235,148.00

Financial Summary:

Adequate funds are available in the Road Improvement Gas Tax Fund.

Recommendation

Approval of Change Order No. 1 to Task Work Order No. 4 to DRMP, Inc. in the not to exceed the amount of \$235,147.50 for field inspection services and in-house project administration in support of the city-wide Pavement Management Milling and Resurfacing projects.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

City of Kissimmee

Attachment(s):

1. Change Work Order 001 Task Work Order 004 Packet
2. DRMP, Inc. – Fully Executed Agreement



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
CHANGE ORDER FORM**

Change Order#: 1

CO Date: 8/1/2025

PO#: 24002420

Contract #: 20230253

DATE: 8/4/2025

PROJECT: In-House PM Services

CONTRACT DATE: 9/13/2025

CONTRACTOR: DRMP, Inc

OWNER: City of Kissimmee

The following changes are hereby made to the CONTRACT DOCUMENTS:

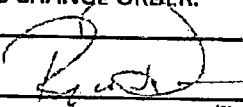
This change order covers the cost of additional personnel hours and the inclusion of Senior Inspector hours to the resurfacing project inspection effort

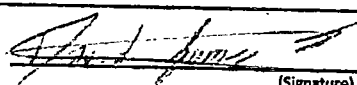
Not Valid Until Signed By All Parties Listed Herein Below

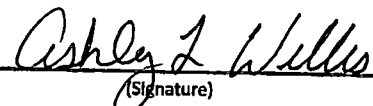
ORIGINAL CONTRACT PRICE	\$39,352.50
CURRENT CONTRACT PRICE ADJUSTED by previous CHANGE ORDER	\$39,352.50
The CONTRACT PRICE due to this CHANGE ORDER will Increase/decrease by	\$235,147.50
The new CONTRACT PRICE including this CHANGE ORDER will be	\$274,500.00
ORIGINAL CONTRACT TIME	90 days
The new CONTRACT TIME due to this CHANGE ORDER will increase/decrease by	210 days
The new CONTRACT TIME including this CHANGE ORDER will be	300 days

This CHANGE ORDER constitutes full and mutual accord and satisfaction for the adjustments in CONTRACT TIME as a result of increases or decreases in cost and/or time of performance caused directly or indirectly from the change. Acceptance of this CHANGE ORDER by the Contractor constitutes an equitable adjustment to the Contract and the Contractor hereby waives all rights to file a claim on this CHANGE ORDER.

NOTE: This CHANGE ORDER and the Work affected thereby, is subject to all provisions of the original Contract not specifically changed by the CHANGE ORDER.

Accepted By: 
(Signature)
Title/Position: Ryan Pellarin, PE/Sr. Project Engineer

Requested By: 
(Signature)
Title/Position: Engineering Manager

Approved By: 
Manager (Signature)

City of Kissimmee PM Services - Change Order #01
CEI SERVICES MANPOWER CHART

Local Agency: City of Kissimmee

Project Description: Project Administrator to administer the citywide resurfacing program inclusive of onsite inspection services

CEI Personnel	Month							TOTAL	Loaded Rate	Cost
	1	2	3	4	5	6	7	Man-hours		
Inspection Manager/Project Administrator II	72.0	72.0	72.0	72.0	72.0	72.0	72.0	504.00	\$ 170.00	\$ 85,680.00
Senior Inspector II (Inspector IV)	165.0	165.0	165.0	165.0	165.0	165.0	165.0	1155.00	\$ 120.00	\$ 138,600.00
Inspector II								0.00	\$ 85.00	\$ -
Administrative Support II	13.5	13.5	13.5	13.5	13.5	13.5	13.5	94.50	\$ 115.00	\$ 10,867.50
								1,753.50	Total	\$ 235,147.50

Task No.	Anticipated Task/Scope of Services
1	Coordinate with Consultants, City personnel, contractors, etc.
2	Develop and update anticipated schedule for various resurfacing projects
3	Submit monthly status reports to the City for the resurfacing projects
4	Provide onsite inspection services throughout construction duration. Include all necessary paving reports, Daily Work Reports, field books, etc.
5	Administer progress meetings and any other Pre-Work meetings as deemed appropriate. Perform constructability reviews and plans review as necessary
6	Provide weekly submittals of all inspection reports and meetings to each projects shared folder system
7	Review, analyze and provide recommendations on the contractor's monthly schedule submittals
8	Coordinate with the City and contractor to achieve a successful project
9	Review, analyze and provide recommendations on contractor claims, change orders, etc.
10	Administer final project walkthrough meetings with punch lists, remedial actions, etc.



City of Kissimmee
Procurement Division
101 Church Street
Kissimmee, FL 34741
407-518-2214



Purchase Order

Fiscal Year 2024 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Bill To
City of Kissimmee
Procurement Division, 4th Floor
101 Church Street
Kissimmee, FL 34741

Ship To PWADMN
PW - Administration
101 Church Street
3rd Floor, Suite 300
Kissimmee, FL 34741

Purchase Order Number 24002420
Purchase Order Date 09/13/2024
Department PUBLIC WORKS
Contract 20230253

Vendor 3380
DRMP, INC
DBA: DYER, RIDDLE, MILLS & PRECOURT, INC
941 LAKE BALDWIN LN
ORLANDO, FL 32814

Purchase Order Terms and Conditions:
www.Kissimmee.org/po-terms

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
407-896-0594	pgarcia@drmp.com	3380	24002812	Darlene Melo	

NOTES

Project Administrator
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Inspection manager / Project Administrator II GL #: 10345203 - 503131	1.0000	EACH	\$36,720.0000	\$36,720.00
2	Administrative support II GL #: 10345203 - 503131	1.0000	EACH	\$2,632.5000	\$2,632.50

Tax Exemption Number 85-8012621610C-8


Authorized Signature

Total Ext. Price \$39,352.50
Purchase Order Total \$39,352.50

August 16, 2024

DRMP Job #2200111.000

Robert Masiku
Public Works & Engineering Assistant Director
City of Kissimmee
101 Church St.
Kissimmee, FL 34741
Robert.Masiku@kissimmee.gov

Subject: Inhouse Project Management (PM) Services for various projects from design to construction throughout the City
RFQ No. 2022-003
Task Assignment No. 04
Contract No.
Project No.

Services to be performed:

This project involves providing inhouse project management services for the City of Kissimmee's Capital Improvement Plan. DRMP will provide a qualified and experienced representative as a 'inhouse' consultant at the City of Kissimmee's main office. The representative will be experienced in providing Construction Engineering and Inspection (CEI) services throughout Central Florida. They will be qualified to administer projects, monitor consultants, manage schedules and adhere to all the applicable City processes and procedures. Services are to be performed to ensure the City is on schedule to design and construct projects within their capital improvement plan throughout the City.

This specific task duration is initially set for a total of 3 months (1 quarter) at two 8-hour days per week. The task is anticipated to start within 30 days while the duration and billing frequency is to be utilized as needed throughout the duration of the assignment. Our fee proposal is based on project management services in the City of Kissimmee's office with adequate office space for part time personnel.

This proposal will identify the anticipated scope and fee for qualified personnel in the City of Kissimmee's Public Works office. Field inspection and coordination services may be necessary to administer the project management services required for this task. DRMP understands our primary role in providing this service is to act as an extension of the City's staff and follow all City processes and procedures as a contract employee. We realize the frequency and scope of our service can depend on the City's needs throughout the 3-month duration. All services will be in strict accordance with the appropriate City specifications/standards. The following information describes the scope of services associated with this task:

1. Project Management/Contract Administration

- DRMP's project personnel will provide overall project management and construction administration including:
 - Coordinate with Consultants, City personnel, FDOT, contractors, etc.
 - Develop and update anticipated schedules for various projects
 - Assist the city with development of RFP/RFQ documents for various projects
 - Receive concurrence to bid and prepare advertisement of projects
 - Review bids and develop bid analysis
 - Constructability and plans review for various projects
 - Prepare award recommendation for the construction contractor
 - Coordinate with the EOR, the City and contractor to achieve NTP
 - Assist the City in the overall procurement process
 - Assist the City to prepare for Commission review/approval

2. Scope Review/Site Visits

- Perform site visits for upcoming design projects
- Review scope and bid documents prior to advertisement
- Update and/or develop cost estimates for various projects
- Update and/or develop construction time estimates

Total Project Fees

Please see 'Exhibit A' for DRMP's anticipated CEI costs summarizing the fees and billing terms as proposed for the Scope of Services as presented herein.

We sincerely appreciate this opportunity to provide professional services for this project. If you have any questions regarding this proposal, please feel free to contact me.

Sincerely,
DRMP, Inc.

A handwritten signature in blue ink, appearing to read "Ryan Pellarin", with a stylized flourish at the end.

Ryan Pellarin, PE, CCM
Senior Project Engineer

City of Kissimmee In-house PM Services - Task Work Order #04
CEI SERVICES MANPOWER CHART

Local Agency: City of Kissimmee

Project Description: In-house Project Administrator to assist with the development to construction advertisement for various projects throughout the City.

Contract Duration: 3 months @ 2 (8-hour) days a week

CEI Personnel	Month			TOTAL	Loaded Rate	Cost
	1	2	3	Man-hours		
Inspection Manager/Project Administrator II	72.00	72.00	72.00	216.00	\$ 170.00	\$ 36,720.00
Administrative Support II	13.50	13.50	13.50	40.50	\$ 65.00	\$ 2,632.50
				256.50	Total	\$ 39,352.50

Task No.	Anticipated Task/Scope of Services
1	Coordinate with Consultants, City personnel, FDOT, contractors, etc.
2	Develop and update anticipated schedule for various projects
3	Assist the City with preparation of RFP/RFQ for various projects
4	Receive concurrence to bid and prepare advertisement of projects
5	Review bids and develop bid analysis
6	Constructability and plans review
7	Prepare award recommendation for the construction contractor
8	Coordinate with EOR, the City and contractor to achieve NTP
9	Assist the City in the overall procurement process
10	Assist the City to prepare for Commission review/approval

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND DRMP, Inc
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES**

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "**CITY**" and **DRMP, Inc** whose address is **941 Lake Baldwin Lane Orlando, FL 32814**, hereinafter "**SURVEYOR**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of **CITY** to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the **CITY** advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the **CITY** has determined that **DRMP, Inc** is qualified to provide the services and desires to award a continuing services contract to **SURVEYOR** consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

- 1.1 The **SURVEYOR** shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the **SURVEYOR**, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the **SURVEYOR** has submitted to the **CITY** detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The **CITY** hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the **SURVEYOR** desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the **CITY** for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The **SURVEYOR** acknowledges that the **CITY** has retained other **SURVEYORs** and that coordination between said **SURVEYORs** and the **SURVEYOR** may be necessary from time to time for the successful completion of the Assignments. The **SURVEYOR** agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".
- 1.4 The **SURVEYOR** will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the **SURVEYOR** shall be

governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 SPECIAL SURVEYING SERVICES

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

- 3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

- 3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.
- 3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:
 - A. Expenses of reproductions, postage and handling of materials and documents as required.
 - B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

- C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 INVOICE PROCESSING

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR'S invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR'S services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;
- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE

The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or
- 8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or
- 8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY SURVEYOR FOR CAUSE

The SURVEYOR may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of

\$1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this

Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.
- 12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- 13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The SURVEYOR shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been

exercised under Section 8.0 herein.

- 13.3 SURVEYOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.
- a. **If SURVEYOR has questions regarding the application of Chapter 119, Florida Statutes, to SURVEYOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**
 - b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. SURVEYOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the SURVEYOR does not transfer the records to CITY.
 - d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
 - e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - f. If SURVEYOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
 - g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally,

The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

- 14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

- 18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.
- 19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:
- EXHIBIT A - SCOPE OF SERVICES
 - EXHIBIT B - WORK ORDER FORM
 - EXHIBIT C - HOURLY RATES SCHEDULE
 - EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
 - EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

- 20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 FLORIDA STATUTE 558.0035

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

21.1 In compliance with Section 448.095, Fla. Stat., SURVEYOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. CITY, SURVEYOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR shall immediately terminate the contract with the subcontractor.
- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.09(2)(d), Fla. Stat. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e. *Subcontracts.* SURVEYOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: [Signature]

Title: SURVEY MANAGER

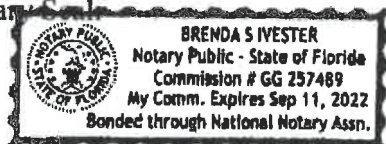
Date: 04/19/2022

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of APRIL, 2022, by means of ☒ physical presence or ☐ online notarization, by FRANK LOPEZ as SURVEY MANAGER for SRMP, INC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Brenda S. Ivester
Print Name: BRENDA S. IVESTER
My Commission Expires: 9/11/2022

CITY OF KISSIMMEE

Date: 5/17/2022

ATTEST:

Linda S. Hansell
Linda Hansell, City Clerk

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Approved as to form a legal sufficiency:

[Signature]
City Attorney

EXHIBIT A SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM



CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.

TASK

FEE

1)	
2)	
3)	
4)	
5)	
	\$
	-

Contract Dollars: \$0.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction): \$0.00

CONTRACT TOTAL DOLLARS: \$0.00

Accepted By:

Requested By:

(Signature)

(Signature)

Title/Position:

Approved By:

City Manager

(Signature)

City Engineer:

Approved By:

City Engineer

(Signature)

Mayor

(Signature)

Approved By:

Director, PW&E

(Signature)

City Commission Approval Date:

(If Required)

Approved as to Form and Legality:

City Attorney

(Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

Exhibit "A"
Effective February 8, 2021

Administrative/Office Support	Rate	Expert Witness	Rate
Administrative Support I	\$55.00	Expert Witness Research	\$145.00
Administrative Support II	\$65.00	Expert Witness Testimony	\$250.00
Administrative Support III	\$75.00	Public Relations	
Administrative Support IV	\$85.00	Public Relations I	\$95.00
Senior Administrative Support	\$115.00	Geomatics / Survey & Mapping	
Senior Administrative Supervisor	\$120.00	2-Person Survey Crew	\$165.00
Administrative Department Manager	\$160.00	3-Person Survey Crew	\$200.00
Reproduction Support	\$60.00	4-Person Survey Crew	\$255.00
Information Systems I	\$95.00	Survey CADD / Technician	\$95.00
Information Systems II	\$105.00	Surveyor in Training / Technician II	\$105.00
Graphic Design		Surveyor in Training / Technician III	\$110.00
Graphic Designer I	\$55.00	Professional Surveyor & Mapper (<i>Registered Surv</i>)	\$145.00
Graphic Designer II	\$75.00	Surveyor Project Manager	\$175.00
Graphic Designer III	\$120.00	Senior Professional Survey & Mapper	\$220.00
Technical Writing		Chief Surveyor & Mapper	\$245.00
Technical Writer I	\$50.00	Unmanned Autonomous System (UAS)	
Technical Writer II	\$65.00	Unmanned Autonomous System (UAS) Operator	\$140.00
Technical Writer III	\$85.00	Unmanned Autonomous System (UAS) Technician	\$85.00
Engineering		Unmanned Autonomous System (UAS) Lidar Unit	\$1,500.00
Engineering Technician I	\$55.00	Static Terrestrial Lidar	
Engineering Technician II	\$65.00	3 Person Crew	\$180.00
Engineering Technician III	\$70.00	4 Person Crew	\$220.00
Engineering Technician IV	\$80.00	5 Person Crew	\$285.00
Engineering Technician V	\$90.00	Mobile LIDAR Unit / Daily Rate	\$4,500.00
Engineer I (<i>Graduate Eng.</i>)	\$90.00	Ground Penetrating Radar (GPR) Services	
Engineer II	\$95.00	GPR Technician Crew	\$120.00
Engineer III	\$100.00	2-Person GPR/Concrete Imaging Crew	\$185.00
Engineer IV	\$105.00	Subsurface Utility Engineering (SUE)	
Engineer V (P.E.) (<i>Registered Eng.</i>)	\$120.00	1-Person Utility Designate	\$120.00
Engineer VI (P.E.)	\$135.00	2-Person Utility Designate/Locate Crew	\$185.00
Engineer VII (P.E.)	\$150.00	3-Person Vacuum Excavation S.U.E. Crew	\$240.00
Engineer VIII (P.E.)	\$170.00	4-Person Vacuum Excavation S.U.E. Crew	\$285.00
Chief Engineer I (P.E.) (<i>20+ yrs</i>)	\$190.00	S.U.E. Project Manager	\$145.00
Chief Engineer II (P.E.) (<i>20+ yrs</i>)	\$250.00	Utility Locate Technician	\$100.00
Environmental		Senior SUE Tech	\$120.00
Environmental Scientist I	\$70.00	Planning	
Environmental Scientist II	\$90.00	Planner I	\$75.00
Environmental Scientist III	\$110.00	Planner II	\$85.00
Chief Environmental Scientist	\$125.00	Planner III	\$100.00
Senior Ecologist	\$160.00	Planner IV	\$115.00
GIS		Senior Planner I	\$125.00
GIS Technician	\$65.00	Senior Planner II	\$140.00
GIS Analyst I	\$75.00	Senior Planner III	\$165.00
GIS Analyst II	\$90.00	Designers	
GIS Analyst III	\$125.00	Designer I	\$100.00
GIS Senior Project Manager	\$180.00	Designer II	\$110.00
CEI		Designer III	\$120.00
Inspector I	\$62.00	Designer IV	\$130.00
Inspector II	\$76.00	Designer V	\$140.00
Senior Inspector I	\$90.00	Management	
Senior Inspector II	\$106.00	Project Manager I	\$95.00
Specialist (Materials, Contract, IT, etc.)	\$120.00	Project Manager II	\$100.00
Project Administrator I	\$135.00	Project Manager III	\$110.00
Inspection Manager/Proj. Admin II	\$170.00	Senior Project Manager I (<i>\$100k +</i>)	\$150.00
Resident Engineer	\$195.00	Senior Project Manager II	\$180.00
NBIS - Bridge Inspection		Senior Project Manager III	\$200.00
NBIS Engineer	\$200.00	Senior Project Manager IV	\$275.00
NBIS Team Leader	\$155.00	Supervising Engineer	\$180.00
NBIS Team Member	\$80.00	Department Managers I	\$190.00
		Department Managers II	\$220.00
		Division Managers I	\$240.00
		Division Managers II	\$285.00
		Principals	\$360.00

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

DRMP, INC.

PRINCIPALS

Lawrence L. Smith, Jr.
Donaldson K. Barton, Jr.
Glenn J. Lusink
Mark D. Prochak
Mark E. Puckett



941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

April 19, 2022

DRMP Job #:22-0111.0mk

KEY PERSONNEL

Vice President-in-Charge	Joseph Di Benedetto, PLS
Project Manager	Frank Lopez, PSM
QA/QC	Tegan Desmond, PSM
Right-of-Way Mapping/Design Survey	Bobby Paulk, PSM
Subsurface Utility Engineering/Design Survey	Gabriel Colon-Rivera, PSM
Aerial/Mobile LiDAR/UAS	Brent Bass, PE
Geographic Information Systems	John Gilreath, GISP
Utility Coordination	Merissa Erickson
Title Search	Robin Derr

Subconsultants

1. American Governments Services Corporation, Inc. (Tammy Mehl)
2. On Point Surveying, Inc. (Douglas Negron)

OFFICES

Asheboro, North Carolina
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
DeLand, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Merritt Island, Florida
Orlando, Florida
Panama City Beach, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida
Troutman, North Carolina

1 833.811 3767
www.DRMP.com

ITEM 7.H

Utility Relocation for the Bermuda Estates Project

Request

Approval of Change Order No. 1 to amend the current contract price for American Persian Engineering & Construction, LLC (APEC), (Contract #20240056), by \$ 373,626.00 for the completion of additional work needed related to the utility relocation of the construction project.

Explanation

Bermuda Estates residents have experienced localized flooding in their backyards. As a result, the City hired an engineering firm from our continuing services consultants to analyze these areas. On August 3, 2021, the City awarded the design of the Bermuda Estates subdivision to Kimley-Horn and Associates, Inc. (KHA). The design has been finalized, and construction will proceed with APEC for the construction under their existing Continuing Services Contract (IFB2022-002).

During the initial construction phase, it was determined that an existing transformer box was within the access point for the project site. Due to safety concerns the transformer box needs to be relocated.

This change order is for additional construction work related to utility relocation within the project limits at Bermuda Estates. This scope includes the removal of an existing transformer box and the installation of two new transformer boxes and conduits. The change order includes project coordination, mobilization, excavation, concrete and asphalt restoration, landscaping, and maintenance of traffic required to complete the work. The additional work will increase the purchase order for \$373,626.00.

A budget transfer is needed from the stormwater accounts to add funds to the Bermuda Estates Drainage Project for the change order.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945206-506393	SW2400	Decrease	\$150,000.00	\$384,133.80
40945203-503434	SW2315	Decrease	\$140,000.00	
40945206-506393		Increase	\$290,000.00	

Financial Summary:

Adequate funding is readily available in the Stormwater account as listed above.

Recommendation

Approval of Change Order No. 1 to amend the current contract and approve budget transfer for the amount of \$373,626.00 with APEC for the completion of additional work needed related to utility relocation part of the construction project.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. CO#1 Utility Relocation Bermuda Packet
2. APEC LLC - Continue Services Original Contract
3. APEC LLC - Continue Services Renewal Contract



CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
CHANGE ORDER FORM

Change Order#: 1
CO Date: 7/29/2025
PO#:25000334
Contract #:20240056

DATE: 7/29/2025

PROJECT: Bermuda Drainage Improvements

CONTRACT DATE: 6/21/2022

CONTRACTOR: APEC LLC

OWNER: City of Kissimmee

The following changes are hereby made to the CONTRACT DOCUMENTS:

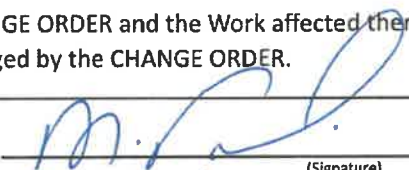
This change order covers the cost of utility relocation. The scope of work includes the removal and replacement of an existing transformer box with two new transformer boxes and their associated conduits. The cost includes all the coordination, labor, materials and equipment to complete the work. See attachments for the utility design and cost breakdown.

Not Valid Until Signed By All Parties Listed Herein Below

ORIGINAL CONTRACT PRICE	\$ 508,114.20
CURRENT CONTRACT PRICE ADJUSTED by previous CHANGE ORDER	\$ 508,114.20
The CONTRACT PRICE due to this CHANGE ORDER will increase/decrease by	\$ 373,626.00
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ 881,740.20
ORIGINAL CONTRACT TIME	120 days
The new CONTRACT TIME due to this CHANGE ORDER will increase/decrease by	60 days
The new CONTRACT TIME including this CHANGE ORDER will be	180 days

This CHANGE ORDER constitutes full and mutual accord and satisfaction for the adjustments in CONTRACT TIME as a result of increases or decreases in cost and/or time of performance caused directly or indirectly from the change. Acceptance of this CHANGE ORDER by the Contractor constitutes an equitable adjustment to the Contract and the Contractor hereby waives all rights to file a claim on this CHANGE ORDER.

NOTE: This CHANGE ORDER and the Work affected thereby, is subject to all provisions of the original Contract not specifically changed by the CHANGE ORDER.

Accepted By: 
(Signature)

Title/Position: President

Requested By: Victor M. Mercado Vazquez, PE
(Signature)

Title/Position: Project Manager III

Approved By: Engineering Division Manager
Manager

(Signature)

AGREEMENT between CITY OF KISSIMMEE

And

American Persian Engineering & Construction, LLC

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and American Persian Engineering & Construction, LLC, whose business address is 5401 S. Kirkman Road #336, Orlando, FL 327819, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

8. **WORK ORDERS.** The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.
12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:

Arman Pourmirza – President
5401 S. Kirkman Road #336
Orlando, Florida 32819

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: Arman Pourmouza

Title: President

Date: 6/9/22

STATE OF FLORIDA

COUNTY OF Orange

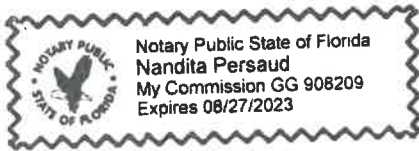
The foregoing instrument was acknowledged before me this 09 day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Arman Pourmouza as President for APEC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Nandita Persaud

Print Name: Nandita Persaud

My Commission Expires: 08/27/2023



CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner
Date: 6/21/2022

ATTEST:

Linda Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez on front
City Attorney



AMERPER-01

MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930 E-MAIL ADDRESS:	FAX (A/C, No): (407) 699-5626
	INSURER(S) AFFORDING COVERAGE	
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	INSURER A: Ohio Security Insurance Company	NAIC # 24082
	INSURER B: The Ohio Casualty Insurance Company	24074
	INSURER C: Ace American Insurance Company	22667
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Completed Ops \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XWS64648408	3/14/2022	3/14/2023	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	General Aggregate \$ 2,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

CANCELLATION

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT “A”

EXHIBIT “B”

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	<u>\$22,962.00</u>
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	<u>No Bid</u>
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	<u>No Bid</u>
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	<u>No Bid</u>
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	<u>No Bid</u>
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	<u>No Bid</u>
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	<u>No Bid</u>
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	<u>No Bid</u>
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	<u>No Bid</u>
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	<u>\$1,420.00</u>
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	<u>No Bid</u>

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1,2,3&4 (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

AP We do not take exception to Specifications.

(initial)

We take exception to Specifications as follows:

(initial)

(attach additional sheets, if necessary)

COMPANY NAME American Persian Engineering and construction LC DBA APEC LLC
COMPANY ADDRESS 5401 S. Kirkman Rd #336,
Orlando, FL 32819

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____

(signature)

Arman Pourmirza/ President

(typed name/title of signer)

DATE: 5/05/2022

EMAIL: Arman@Apec2.com

TELEPHONE NO.: (407)619 7888

FAX NO.: () _____

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____, 20__, personally appeared

(print name) Arman Pourmirza/ President being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

American Persian Engineering and
(print name of company) construction LC DBA APEC LLC MEETS ALL CRITERIA AS
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

. Arman Pourmirza
Typed/Printed Name of Affiant

. 5401 s. Kirkman Rd #336

. Orlando, FL, 32819
Address of Affiant

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)____ personally known or
____ produced identification. Type of identification produced _____

Attachment C

CITY OF KISSIMMEE ALTERNATIVE PAVING METHODS SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$200.00
6	Inlet Protection System	26-50	EA	\$50.00
7	Inlet Protection System	51-100+	EA	\$50.00
8	Floating Turbidity Barrier	1-200	LF	\$200.00
9	Floating Turbidity Barrier	201-500	LF	\$150.00
10	Floating Turbidity Barrier	501-1000+	LF	\$50.00
11	Staked Silt Fence	1-200	LF	\$20.00
12	Staked Silt Fence	201-500	LF	\$20.00
13	Staked Silt Fence	501+	LF	\$5.00
14	Clearing and Grubbing	1	AC	\$3,000.00
15	Curb and Gutter Removal	1-200	LF	\$40.00
16	Curb and Gutter Removal	201-500	LF	\$35.00
17	Curb and Gutter Removal	501+	LF	\$30.00
18	Miscellaneous Concrete Removal	1-200	SY	\$40.00
19	Existing Pipe Removal	1-200	LF	\$35.00
20	Existing Pipe Removal	201-500	LF	\$30.00
21	Existing Pipe Removal	501+	LF	\$30.00
22	Removal of Existing Pavement	1-200	SY	\$25.00
23	Removal of Existing Pavement	201-500	SY	\$23.00
24	Removal of Existing Pavement	501+	SY	\$20.00
25	Roadway Excavation	1-200	CY	\$50.00
26	Roadway Excavation	201-500	CY	\$30.00
27	Roadway Excavation	501+	CY	\$30.00
28	Swale Grading	1-200	LF	\$30.00
29	Swale Grading	201-500	LF	\$25.00
30	Swale Grading	501+	LF	\$20.00
31	Embankment (Truckload)	1-200	CY	\$50.00
32	Embankment (Truckload)	201-500	CY	\$45.00
33	Embankment (Truckload)	501+	CY	\$40.00
34	Flowable Fill	1-9	CY	\$400.00
35	Flowable Fill	10-18	CY	\$350.00
36	Flowable Fill	19-27+	CY	\$300.00
37	Asphaltic Base Course	1-200	TN	\$400.00
38	Asphaltic Base Course	201-500	TN	\$250.00

39	Asphaltic Base Course	501+	TN	\$230.00
40	Optional Base Group 1	1-200	SY	\$50.00
41	Optional Base Group 1	201-500	SY	\$28.00
42	Optional Base Group 1	501-1000+	SY	\$25.00
43	Optional Base Group 4	1-200	SY	\$30.00
44	Optional Base Group 4	201-500	SY	\$28.00
45	Optional Base Group 4	501-1000+	SY	\$25.00
46	Optional Base Group 6	1-200	SY	\$30.00
47	Optional Base Group 6	201-500	SY	\$28.00
48	Optional Base Group 6	501-1000+	SY	\$25.00
49	Optional Base Group 9	1-200	SY	\$50.00
50	Optional Base Group 9	201-500	SY	\$45.00
51	Optional Base Group 9	501-1000+	SY	\$40.00
52	Optional Base Group 11	1-200	SY	\$50.00
53	Optional Base Group 11	201-500	SY	\$45.00
54	Optional Base Group 11	501-1000+	SY	\$40.00
55	Milling (1")	1-200	SY	\$20.00
56	Milling (1")	201-500	SY	\$18.00
57	Milling (1")	501-1000+	SY	\$15.00
58	Milling (1.5")	1-200	SY	\$25.00
59	Milling (1.5")	201-500	SY	\$23.00
60	Milling (1.5")	501-1000+	SY	\$20.00
61	Milling (2")	1-200	SY	\$25.00
62	Milling (2")	201-500	SY	\$23.00
63	Milling (2")	501-1000+	SY	\$20.00
64	Milling (3")	1-200	SY	\$25.00
65	Milling (3")	201-500	SY	\$23.00
66	Milling (3")	501-1000+	SY	\$20.00
67	Milling (4")	1-200	SY	\$25.00
68	Milling (4")	201-500	SY	\$23.00
69	Milling (4")	501-1000+	SY	\$20.00
70	Milling (5")	1-200	SY	\$25.00
71	Milling (5")	201-500	SY	\$23.00
72	Milling (5")	501-1000+	SY	\$20.00
73	Milling (6")	1-200	SY	\$25.00
74	Milling (6")	201-500	SY	\$23.00
75	Milling (6")	501-1000+	SY	\$20.00
76	Type III Asphaltic Concrete	1-200	TN	\$450.00
77	Type III Asphaltic Concrete	201-500	TN	\$425.00
78	Type III Asphaltic Concrete	501+	TN	\$400.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$400.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$350.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$300.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$400.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$350.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$300.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$400.00

86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$300.00
87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$200.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$400.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$200.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$150.00
91	18" RCP CD - CI	1-200	LF	\$200.00
92	18" RCP CD - CI	201-500	LF	\$160.00
93	18" RCP CD - CI	501+	LF	\$140.00
94	Type "A" Curb	1-25	LF	\$60.00
95	Type "A" Curb	26-50	LF	\$55.00
96	Type "A" Curb	51-100+	LF	\$50.00
97	Type "B" Curb	1-20	LF	\$60.00
98	Type "B" Curb	26-50	LF	\$55.00
99	Type "B" Curb	51-100+	LF	\$50.00
100	Type "D" Curb	1-25	LF	\$60.00
101	Type "D" Curb	26-50	LF	\$55.00
102	Type "D" Curb	51-100+	LF	\$50.00
103	Type "E" Curb	1-25	LF	\$60.00
104	Type "E" Curb	26-50	LF	\$55.00
105	Type "E" Curb	51-100+	LF	\$50.00
106	Type "F" Curb	1-25	LF	\$60.00
107	Type "F" Curb	26-50	LF	\$55.00
108	Type "F" Curb	51-100+	LF	\$50.00
109	Valley Gutter	1-25	LF	\$70.00
110	Valley Gutter	26-50	LF	\$65.00
111	Valley Gutter	51-100+	LF	\$60.00
112	Traffic Separator - (4')	1-25	LF	\$120.00
113	Traffic Separator - (4')	26-50	LF	\$110.00
114	Traffic Separator - (4')	51-100+	LF	\$100.00
115	Traffic Separator - (6')	1-25	LF	\$130.00
116	Traffic Separator - (6')	26-50	LF	\$120.00
117	Traffic Separator - (6')	51-100+	LF	\$110.00
118	Traffic Separator - (width varies)	1-25	SY	\$130.00
119	Traffic Separator - (width varies)	26-50	SY	\$120.00
120	Traffic Separator - (width varies)	51-100+	SY	\$110.00
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$100.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$95.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$90.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$120.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$110.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$100.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$120.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$110.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$100.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$60.00
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$60.00
132	Detectable Warning Surfaces (Inset)	101+	SF	\$50.00

133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$60.00
134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$60.00
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$50.00
136	Sodding (Bahia)	1-200	SY	\$40.00
137	Sodding (Bahia)	201-500	SY	\$30.00
138	Sodding (Bahia)	501+	SY	\$15.00
139	Sodding (Floritam)	1-200	SY	\$40.00
140	Sodding (Floritam)	201-500	SY	\$30.00
141	Sodding (Floritam)	501+	SY	\$15.00
142	Loop Assembly, F&I - Type B	1	AS	\$2,000.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	\$300.00
144	Install Sign (single post)	6-15	EA	\$250.00
145	Install Sign (single post)	16-30+	EA	\$200.00
146	Install Sign (multi-post)	1-5	EA	\$450.00
147	Install Sign (multi-post)	6-15	EA	\$400.00
148	Install Sign (multi-post)	16-30+	EA	\$350.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$20.00
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$17.00
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$15.00
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$15.00
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$14.00
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$13.00
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$15.00
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$14.00
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$13.00
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$16.00
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$15.00
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$14.00
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$18.00
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$17.00
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$16.00
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$20.00
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$19.00
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$18.00
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$15.00
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$14.00
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$13.00
170	6" Dotted Guide Lines (paint)	1-50	LF	\$15.00
171	6" Dotted Guide Lines (paint)	51-100	LF	\$14.00
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$13.00
173	Directional Arrows (Paint)	1-10	EA	\$200.00
174	Directional Arrows (Paint)	11-50	EA	\$180.00
175	Directional Arrows (Paint)	51+	EA	\$160.00
176	Pavement Messages (Paint)	1-10	EA	\$200.00
177	Pavement Messages (Paint)	11-50	EA	\$180.00
178	Pavement Messages (Paint)	51+	EA	\$160.00

179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$16.00
180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$15.00
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$14.00
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$20.00
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$19.00
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$18.00
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$20.00
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$19.00
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$18.00
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$20.00
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$19.00
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$18.00
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$22.00
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$21.00
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$20.00
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$23.00
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$22.00
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$21.00
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$20.00
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$19.00
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$18.00
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$20.00
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$19.00
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$18.00
203	Directional Arrows / Extru. Thermo.	1	EA	\$200.00
204	Preformed Symbol	1	EA	\$200.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$200.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$22.00
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$21.00
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$20.00
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$15.00
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$14.00
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$13.00
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$15.00
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$14.00
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$13.00
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$22,962.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	No Bid
216	Asphalt Recycling	10,001 - 50,000	SY	No Bid
217	Asphalt Recycling	50,001+	SY	No Bid
218	Recycling Agent	1 - 10,000	GAL	No Bid
219	Recycling Agent	10,001 - 50,000	GAL	No Bid
220	Recycling Agent	50,001+	GAL	No Bid
HOT-IN-PLACE (100%) Asphalt Recycling				

221	Base Course HIPR	1 - 10,000	SY	No Bid
222	Base Course HIPR	10,001 - 50,000	SY	No Bid
223	Base Course HIPR	50,001+	SY	No Bid
224	2" Complete HIPR	1 - 10,000	SY	No Bid
225	2" Complete HIPR	10,001 - 50,000	SY	No Bid
226	2" Complete HIPR	50,001+	SY	No Bid
227	Asphalt Recycling Agent	1 - 10,000	SY	No Bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	No Bid
229	Asphalt Recycling Agent	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	No Bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	No Bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	No Bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	No Bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	No Bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	No Bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	No Bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	No Bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	No Bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	No Bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	No Bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	No Bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	No Bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	No Bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	No Bid

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	No Bid
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	No Bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	No Bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	No Bid
S-22	Cement for Reclamation	1	TN	No Bid
S-23	Emulsion for Reclamation	1	Gal	No Bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	No Bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	No Bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-27	Fog Seal	1- 10,000	SY	No Bid
S-28	Fog Seal	10,001- 50,000	SY	No Bid
S-29	Fog Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-30	Cape Seal	1- 10,000	SY	No Bid
S-31	Cape Seal	10,001- 50,000	SY	No Bid
S-32	Cape Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	No Bid
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	No Bid
S-35	In-Place Recycling-Reconstrction	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-36	Crack Filling/Sealing	1-500	GAL	No Bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	No Bid
S-38	Crack Filling/Sealing	1,001+	GAL	No Bid

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-39	Asphalt Rejuvenator	1-50,000	SY	No Bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	No Bid
S-41	Asphalt Rejuvenator	100,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
S-42	Speed Hump W/ Curbing	1-50	FT	\$240.00
S-43	Speed Hump W/ Curbing	51-100	FT	\$240.00
S-44	Speed Hump W/ Curbing	101+	FT	\$230.00
S-45	Speed Hump No Curbing	1-50	FT	\$240.00
S-46	Speed Hump No Curbing	51-100	FT	\$240.00
S-47	Speed Hump No Curbing	101+	FT	\$230.00
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$1,420.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-48	Slurry Seal	1-10,000	SY	No Bid
S-49	Slurry Seal	10,001 - 50,000	SY	No Bid
S-50	Slurry Seal	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				No Bid

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: _____





AMERPER-01

MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708		CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930 FAX (A/C, No): (407) 699-5626 E-MAIL ADDRESS:	
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819		INSURER(S) AFFORDING COVERAGE INSURER A: <u>Ohio Security Insurance Company</u> INSURER B: <u>The Ohio Casualty Insurance Company</u> INSURER C: <u>Ace American Insurance Company</u> INSURER D: INSURER E: INSURER F:	NAIC # 24082 24074 22667

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐		BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B X	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Completed Ops \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	XWS64648408	3/14/2022	3/14/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	General Aggregate 2,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

CANCELLATION

City of Kissimmee
 Attn: Victor Aponte
 101 Church Street, Suite 301
 Kissimmee, FL 34741

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marinda Jones

EXHIBIT "C"



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	\$ -
Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____
(Signature)

Approved By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

**FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND AMERICAN PERSIAN
ENGINEERING & CONSTRUCTION, LLC**

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Professional Contractor Services Related to engineering services for the City of Kissimmee is made this 17th day of June 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **AMERICAN PERSIAN ENGINEERING & CONSTRUCTION, LLC.**, located at 5401 S. Kirkman Road, #336, Orlando, FL 32819, hereinafter known as "CONTRACTOR." The CONTRACTOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2022-002 "Contract for Milling, Resurfacing and Minor Concrete Work" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and American Persian Engineering & Construction, LLC. entered into an Agreement for professional contractor services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on September 20, 2025; and

WHEREAS, the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional (1) year period pursuant to the terms of same.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- 2. Agree to Terms of the Original Agreement.** Except as otherwise provided in this First Amendment and Renewal, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.
- 3. TERM.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Article 4 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.
- 4. Article 19 ("Notices")** is hereby amended to update the names of the representatives for both the CITY and CONTRACTOR for purposes of providing notice. All notices required or permitted under the Agreement shall be directed to the updated representatives as set forth in this amendment.

Notice to CITY:

Ashley Willis, PW&E Director
101 Church Street
Kissimmee, FL 34741

Notice to CONTRACTOR: Majid Fouladi, President
5401 S. Kirkman Rd., Ste. 336
Orlando, FL 32819

5. **Effective Date.** This First Renewal of the Agreement between CITY and AMERICAN PERSIAN ENGINEERING & CONSTRUCTION, LLC shall be effective upon full execution and shall extend the term of the Agreement through September 20, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

**AMERICAN PERSIAN ENGINEERING
& CONSTRUCTION, LLC**

By: M. Fouladi

Title: President

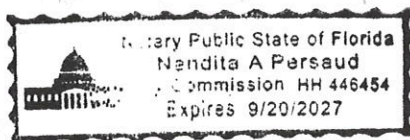
Date: 06/04/24

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 4th day of June, 2025, by means of ☒ physical presence or ☐ online notarization by Majid Fouladi as President for American Persian Engineering & Construction, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Nandita Persaud
Print Name: NANDITA PERSAUD
My Commission Expires: 9/20/2027



ATTEST:

Tameara Crespo

Tameara Crespo, City Clerk

CITY OF KISSIMMEE

By: Jackie Espinosa
Jackie Espinosa, Mayor-Commissioner

Date: June 17, 2025

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes

Olga Sanchez de Fuentes, City Attorney

**ATTACHMENT “1”
ORIGINAL AGREEMENT**

AGREEMENT between CITY OF KISSIMMEE

And

American Persian Engineering & Construction, LLC

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and American Persian Engineering & Construction, LLC, whose business address is 5401 S. Kirkman Road #336. Orlando. FL 327819, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

8. **WORK ORDERS.** The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.
12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:

Arman Pourmirza – President
5401 S. Kirkman Road #336
Orlando, Florida 32819

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: Arman Pourmouza

Title: President

Date: 6/9/22

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 09 day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Arman Pourmouza President for APEC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Nandita Persaud

Print Name: Nandita Persaud

My Commission Expires: 08/27/2023



CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner
Date: 6/21/2022

ATTEST:

Linda Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez on front
City Attorney



AMERPER-01

MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930 FAX (A/C, No): (407) 699-5626 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : Ohio Security Insurance Company INSURER B : The Ohio Casualty Insurance Company INSURER C : Ace American Insurance Company INSURER D : INSURER E : INSURER F :	
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	NAIC # 24082 24074 22667	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 2,000,000
						AGGREGATE \$ 2,000,000
						Completed Ops \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	XWS64648408	3/14/2022	3/14/2023	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000
						E.I. EACH ACCIDENT \$ 1,000,000
						E.I. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	General Aggregate 2,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

CANCELLATION

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT “A”

EXHIBIT “B”

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	<u>\$22,962.00</u>
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	<u>No Bid</u>
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	<u>No Bid</u>
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	<u>No Bid</u>
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	<u>No Bid</u>
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	<u>No Bid</u>
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	<u>No Bid</u>
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	<u>No Bid</u>
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	<u>No Bid</u>
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	<u>\$1,420.00</u>
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	<u>No Bid</u>

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1,2,3&4 (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

AP We do not take exception to Specifications.

(initial)

We take exception to Specifications as follows:

(initial)

(attach additional sheets, if necessary)
COMPANY NAME American Persian Engineering and construction LC DBA APEC LLC
COMPANY ADDRESS 5401 S. Kirkman Rd #336,
Orlando, FL 32819

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/05/2022
(signature)
Arman Pourmirza/ President EMAIL: Arman@Apec2.com
(typed name/title of signer)

TELEPHONE NO.: (407)619 7888 FAX NO.: () _____

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____, 20__, personally appeared

(print name) Arman Pourmirza/ President being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

American Persian Engineering and
(print name of company) construction LC DBA APEC LLC MEETS ALL CRITERIA AS
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

. Arman Pourmirza
Typed/Printed Name of Affiant

. 5401 s. Kirkman Rd #336

. Orlando, FL, 32819
Address of Affiant

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)____ personally known or
____ produced identification. Type of identification produced _____

Attachment C

CITY OF KISSIMMEE ALTERNATIVE PAVING METHODS SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$200.00
6	Inlet Protection System	26-50	EA	\$50.00
7	Inlet Protection System	51-100+	EA	\$50.00
8	Floating Turbidity Barrier	1-200	LF	\$200.00
9	Floating Turbidity Barrier	201-500	LF	\$150.00
10	Floating Turbidity Barrier	501-1000+	LF	\$50.00
11	Staked Silt Fence	1-200	LF	\$20.00
12	Staked Silt Fence	201-500	LF	\$20.00
13	Staked Silt Fence	501+	LF	\$5.00
14	Clearing and Grubbing	1	AC	\$3,000.00
15	Curb and Gutter Removal	1-200	LF	\$40.00
16	Curb and Gutter Removal	201-500	LF	\$35.00
17	Curb and Gutter Removal	501+	LF	\$30.00
18	Miscellaneous Concrete Removal	1-200	SY	\$40.00
19	Existing Pipe Removal	1-200	LF	\$35.00
20	Existing Pipe Removal	201-500	LF	\$30.00
21	Existing Pipe Removal	501+	LF	\$30.00
22	Removal of Existing Pavement	1-200	SY	\$25.00
23	Removal of Existing Pavement	201-500	SY	\$23.00
24	Removal of Existing Pavement	501+	SY	\$20.00
25	Roadway Excavation	1-200	CY	\$50.00
26	Roadway Excavation	201-500	CY	\$30.00
27	Roadway Excavation	501+	CY	\$30.00
28	Swale Grading	1-200	LF	\$30.00
29	Swale Grading	201-500	LF	\$25.00
30	Swale Grading	501+	LF	\$20.00
31	Embankment (Truckload)	1-200	CY	\$50.00
32	Embankment (Truckload)	201-500	CY	\$45.00
33	Embankment (Truckload)	501+	CY	\$40.00
34	Flowable Fill	1-9	CY	\$400.00
35	Flowable Fill	10-18	CY	\$350.00
36	Flowable Fill	19-27+	CY	\$300.00
37	Asphaltic Base Course	1-200	TN	\$400.00
38	Asphaltic Base Course	201-500	TN	\$250.00

39	Asphaltic Base Course	501+	TN	\$230.00
40	Optional Base Group 1	1-200	SY	\$50.00
41	Optional Base Group 1	201-500	SY	\$28.00
42	Optional Base Group 1	501-1000+	SY	\$25.00
43	Optional Base Group 4	1-200	SY	\$30.00
44	Optional Base Group 4	201-500	SY	\$28.00
45	Optional Base Group 4	501-1000+	SY	\$25.00
46	Optional Base Group 6	1-200	SY	\$30.00
47	Optional Base Group 6	201-500	SY	\$28.00
48	Optional Base Group 6	501-1000+	SY	\$25.00
49	Optional Base Group 9	1-200	SY	\$50.00
50	Optional Base Group 9	201-500	SY	\$45.00
51	Optional Base Group 9	501-1000+	SY	\$40.00
52	Optional Base Group 11	1-200	SY	\$50.00
53	Optional Base Group 11	201-500	SY	\$45.00
54	Optional Base Group 11	501-1000+	SY	\$40.00
55	Milling (1")	1-200	SY	\$20.00
56	Milling (1")	201-500	SY	\$18.00
57	Milling (1")	501-1000+	SY	\$15.00
58	Milling (1.5")	1-200	SY	\$25.00
59	Milling (1.5")	201-500	SY	\$23.00
60	Milling (1.5")	501-1000+	SY	\$20.00
61	Milling (2")	1-200	SY	\$25.00
62	Milling (2")	201-500	SY	\$23.00
63	Milling (2")	501-1000+	SY	\$20.00
64	Milling (3")	1-200	SY	\$25.00
65	Milling (3")	201-500	SY	\$23.00
66	Milling (3")	501-1000+	SY	\$20.00
67	Milling (4")	1-200	SY	\$25.00
68	Milling (4")	201-500	SY	\$23.00
69	Milling (4")	501-1000+	SY	\$20.00
70	Milling (5")	1-200	SY	\$25.00
71	Milling (5")	201-500	SY	\$23.00
72	Milling (5")	501-1000+	SY	\$20.00
73	Milling (6")	1-200	SY	\$25.00
74	Milling (6")	201-500	SY	\$23.00
75	Milling (6")	501-1000+	SY	\$20.00
76	Type III Asphaltic Concrete	1-200	TN	\$450.00
77	Type III Asphaltic Concrete	201-500	TN	\$425.00
78	Type III Asphaltic Concrete	501+	TN	\$400.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$400.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$350.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$300.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$400.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$350.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$300.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$400.00

86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$300.00
87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$200.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$400.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$200.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$150.00
91	18" RCP CD - CI	1-200	LF	\$200.00
92	18" RCP CD - CI	201-500	LF	\$160.00
93	18" RCP CD - CI	501+	LF	\$140.00
94	Type "A" Curb	1-25	LF	\$60.00
95	Type "A" Curb	26-50	LF	\$55.00
96	Type "A" Curb	51-100+	LF	\$50.00
97	Type "B" Curb	1-20	LF	\$60.00
98	Type "B" Curb	26-50	LF	\$55.00
99	Type "B" Curb	51-100+	LF	\$50.00
100	Type "D" Curb	1-25	LF	\$60.00
101	Type "D" Curb	26-50	LF	\$55.00
102	Type "D" Curb	51-100+	LF	\$50.00
103	Type "E" Curb	1-25	LF	\$60.00
104	Type "E" Curb	26-50	LF	\$55.00
105	Type "E" Curb	51-100+	LF	\$50.00
106	Type "F" Curb	1-25	LF	\$60.00
107	Type "F" Curb	26-50	LF	\$55.00
108	Type "F" Curb	51-100+	LF	\$50.00
109	Valley Gutter	1-25	LF	\$70.00
110	Valley Gutter	26-50	LF	\$65.00
111	Valley Gutter	51-100+	LF	\$60.00
112	Traffic Separator - (4')	1-25	LF	\$120.00
113	Traffic Separator - (4')	26-50	LF	\$110.00
114	Traffic Separator - (4')	51-100+	LF	\$100.00
115	Traffic Separator - (6')	1-25	LF	\$130.00
116	Traffic Separator - (6')	26-50	LF	\$120.00
117	Traffic Separator - (6')	51-100+	LF	\$110.00
118	Traffic Separator - (width varies)	1-25	SY	\$130.00
119	Traffic Separator - (width varies)	26-50	SY	\$120.00
120	Traffic Separator - (width varies)	51-100+	SY	\$110.00
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$100.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$95.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$90.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$120.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$110.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$100.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$120.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$110.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$100.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$60.00
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$60.00
132	Detectable Warning Surfaces (Inset)	101+	SF	\$50.00

133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$60.00
134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$60.00
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$50.00
136	Sodding (Bahia)	1-200	SY	\$40.00
137	Sodding (Bahia)	201-500	SY	\$30.00
138	Sodding (Bahia)	501+	SY	\$15.00
139	Sodding (Floritam)	1-200	SY	\$40.00
140	Sodding (Floritam)	201-500	SY	\$30.00
141	Sodding (Floritam)	501+	SY	\$15.00
142	Loop Assembly, F&I - Type B	1	AS	\$2,000.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	\$300.00
144	Install Sign (single post)	6-15	EA	\$250.00
145	Install Sign (single post)	16-30+	EA	\$200.00
146	Install Sign (multi-post)	1-5	EA	\$450.00
147	Install Sign (multi-post)	6-15	EA	\$400.00
148	Install Sign (multi-post)	16-30+	EA	\$350.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$20.00
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$17.00
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$15.00
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$15.00
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$14.00
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$13.00
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$15.00
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$14.00
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$13.00
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$16.00
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$15.00
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$14.00
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$18.00
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$17.00
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$16.00
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$20.00
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$19.00
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$18.00
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$15.00
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$14.00
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$13.00
170	6" Dotted Guide Lines (paint)	1-50	LF	\$15.00
171	6" Dotted Guide Lines (paint)	51-100	LF	\$14.00
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$13.00
173	Directional Arrows (Paint)	1-10	EA	\$200.00
174	Directional Arrows (Paint)	11-50	EA	\$180.00
175	Directional Arrows (Paint)	51+	EA	\$160.00
176	Pavement Messages (Paint)	1-10	EA	\$200.00
177	Pavement Messages (Paint)	11-50	EA	\$180.00
178	Pavement Messages (Paint)	51+	EA	\$160.00

179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$16.00
180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$15.00
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$14.00
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$20.00
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$19.00
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$18.00
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$20.00
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$19.00
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$18.00
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$20.00
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$19.00
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$18.00
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$22.00
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$21.00
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$20.00
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$23.00
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$22.00
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$21.00
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$20.00
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$19.00
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$18.00
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$20.00
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$19.00
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$18.00
203	Directional Arrows / Extru. Thermo.	1	EA	\$200.00
204	Preformed Symbol	1	EA	\$200.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$200.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$22.00
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$21.00
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$20.00
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$15.00
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$14.00
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$13.00
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$15.00
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$14.00
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$13.00
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$22,962.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	No Bid
216	Asphalt Recycling	10,001 - 50,000	SY	No Bid
217	Asphalt Recycling	50,001+	SY	No Bid
218	Recycling Agent	1 - 10,000	GAL	No Bid
219	Recycling Agent	10,001 - 50,000	GAL	No Bid
220	Recycling Agent	50,001+	GAL	No Bid
HOT-IN-PLACE (100%) Asphalt Recycling				

221	Base Course HIPR	1 - 10,000	SY	No Bid
222	Base Course HIPR	10,001 - 50,000	SY	No Bid
223	Base Course HIPR	50,001+	SY	No Bid
224	2" Complete HIPR	1 - 10,000	SY	No Bid
225	2" Complete HIPR	10,001 - 50,000	SY	No Bid
226	2" Complete HIPR	50,001+	SY	No Bid
227	Asphalt Recycling Agent	1 - 10,000	SY	No Bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	No Bid
229	Asphalt Recycling Agent	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	No Bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	No Bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	No Bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	No Bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	No Bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	No Bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	No Bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	No Bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	No Bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	No Bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	No Bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	No Bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	No Bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	No Bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	No Bid

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	No Bid
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	No Bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	No Bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	No Bid
S-22	Cement for Reclamation	1	TN	No Bid
S-23	Emulsion for Reclamation	1	Gal	No Bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	No Bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	No Bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-27	Fog Seal	1- 10,000	SY	No Bid
S-28	Fog Seal	10,001- 50,000	SY	No Bid
S-29	Fog Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-30	Cape Seal	1- 10,000	SY	No Bid
S-31	Cape Seal	10,001- 50,000	SY	No Bid
S-32	Cape Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	No Bid
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	No Bid
S-35	In-Place Recycling-Reconstrction	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-36	Crack Filling/Sealing	1-500	GAL	No Bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	No Bid
S-38	Crack Filling/Sealing	1,001+	GAL	No Bid

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-39	Asphalt Rejuvenator	1-50,000	SY	No Bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	No Bid
S-41	Asphalt Rejuvenator	100,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
S-42	Speed Hump W/ Curbing	1-50	FT	\$240.00
S-43	Speed Hump W/ Curbing	51-100	FT	\$240.00
S-44	Speed Hump W/ Curbing	101+	FT	\$230.00
S-45	Speed Hump No Curbing	1-50	FT	\$240.00
S-46	Speed Hump No Curbing	51-100	FT	\$240.00
S-47	Speed Hump No Curbing	101+	FT	\$230.00
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$1,420.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-48	Slurry Seal	1-10,000	SY	No Bid
S-49	Slurry Seal	10,001 - 50,000	SY	No Bid
S-50	Slurry Seal	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				No Bid

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: _____





AMERPER-01

MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930		FAX (A/C, No): (407) 699-5626
	E-MAIL ADDRESS:		
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Ohio Security Insurance Company		24082
	INSURER B : The Ohio Casualty Insurance Company		24074
	INSURER C : Ace American Insurance Company		22667
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐		BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B X	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Completed Ops \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	XWS64648408	3/14/2022	3/14/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	General Aggregate 2,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

CANCELLATION

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marinda Jones

EXHIBIT "C"



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	\$ -
Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____
(Signature)

Approved By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

AUDIT TRAIL

(S) First Amendment and Renewal Agreement - Asphalt Paving Systems, Inc. (1) (1)

FILE	First Amendment and Renewal Agreement - American Persian Engineering & Construction, LLC. (Contract #20240056_Jun-17-2025_completed.pdf (3.04 MB))
DOCUMENT REF ID	HBRREF-aca5cd166acc4f6aacd994916f799937
FILE VERIFICATION ID	DRiMifxcT6epnBfdBM8mfw== (md5hash base64)
STATUS	Completed (June 18th 2025 00:32:25 UTC)

DOCUMENT HISTORY



CREATED

Agreement Created by City Clerk's Office
(tcrespo@intra.kissimmee.org)

Agreement Type: EMAILS

June 11th 2025 15:45:39 UTC



SIGNED

Agreement Signed by Jackie Espinosa

June 18th 2025 00:22:13 UTC

US FL • • •

Signer Email: jackie.espinosa@kissimmee.gov



SIGNED

Agreement Signed by Olga Sanchez de Fuentes

June 18th 2025 00:31:08 UTC

US OH • • •

Signer Email: olga.sanchezdefuentes@kissimmee.gov



SIGNED

Agreement Signed by Tameara Crespo

June 18th 2025 00:32:25 UTC

US FL • • •

Signer Email: tameara.crespo@kissimmee.gov



COMPLETED

ITEM 7.I

Shingle Creek Regional Trail, South 2B, Yates Connector, Post-Design Services

Request

Approval for single-source procurement from KCG Transportation Services LLC (Contract #20250326) for post-design services related to the Shingle Creek Regional Trail, South 2B, Yates Connector, totaling \$135,151.17, and to authorize the City Manager or his designee to sign any additional documents or change orders needed.

Explanation

The Shingle Creek Regional Trail, South 2B, Yates Connector project is scheduled for construction in fiscal year 2025-2026 under the Local Agency Program with the Florida Department of Transportation. The design for this project was completed in 2021; however, post-design services are now required to update the original design plans to comply with current standards and to provide ongoing support during construction.

Kelly, Collins & Gentry, Inc. was the original designer of this project, and KCG Transportation Services LLC—a partner company now overseeing transportation services—maintains continuity with the original design team. Given their direct involvement in the initial plans, KCG Transportation Services LLC has a unique understanding of the project's scope, design rationale, and technical requirements. Engaging KCG Transportation Services LLC will ensure that necessary updates and modifications align seamlessly with the original design, minimizing potential conflicts or discrepancies. Additionally, working with the original design team will streamline coordination during construction, allowing for prompt response to any issues or changes that may arise.

The post-design services includes plan updates, bid phase services, and construction phase support, in an amount not to exceed \$135,151.17.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10345656-506393	GT1907	Decrease	\$ 56,519.00	
10345656-506393	GT2110	Decrease	\$ 50,000.00	
10345656-506393	GT2106	Decrease	\$5,160.00	
10345656-506393	GT2312	Decrease	\$23,473.00	
10345656-506393	GT25XX	Increase	\$135,152.00	

Financial Summary:

Adequate funding is readily available in the Gas Tax account from projects GT1907, GT2110, GT2106, and GT2312.

Recommendation

City of Kissimmee

Approval for single-source procurement from KCG Transportation Services LLC for Post-Design Services to the Shingle Creek Regional Trail, South 2B, Yates Connector, totaling \$135,151.17, and to authorize the City Manager or his designee to sign any additional documents or change orders needed.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) KCG Post-Design Services Agreement - SCRT S. 2B

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND KCG TRANSPORTATION SERVICES LLC**

THIS AGREEMENT is made and entered this ____ day of _____, 2025 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and KCG Transportation Services LLC., whose address is 1700 N. Orange Avenue, Suite 333, Orlando, FL 32804, hereinafter referred to as ("ENGINEER"), and each represents as follows:

WHEREAS, the Shingle Creek Regional Trail, South 2B, Yates Connector project (the "Project"), is scheduled for construction in Fiscal Year 2025-2026 under the Local Agency Program with the Florida Department of Transportation. The design for this project was completed in 2021; however, post-design services are now required to update the original design plans to comply with current standards and to provide ongoing support during construction, and;

WHEREAS, CITY considered multiple methods of procuring the services necessary to complete the Project and deemed Single Source as the most efficient, economical and in the best interest of CITY; and

WHEREAS, the service provided by ENGINEER is considered a Single Source under the City of Kissimmee Purchasing Manual because of its continuation of previous work in design of the Project; and

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement.
2. **TERM**. This Agreement is in effect from the date of the Notice to Proceed until December 31, 2027.
3. **SERVICES**. ENGINEER shall provide professional services required pursuant to the Scope of services attached hereto and incorporated herein as **Attachment "1"**
4. **LICENSES and PERMITS**. ENGINEER shall secure all licenses and permits necessary for initiation and completion of the services contained herein. The City shall be responsible for the payment of license and permit fees.
5. **REPRESENTATIONS**. ENGINEER hereby represents to the CITY that:
 - a. ENGINEER has the experience and skill to perform the services required by this Agreement.

- b. ENGINEER is licensed to perform these services by the State of Florida.
 - c. ENGINEER will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require ENGINEER to remove any person employed in connection with the performance of services who, in CITY'S sole discretion, is not suitable for the performance of the duties required. ENGINEER shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY.
 - d. ENGINEER will comply with applicable federal, state and local laws and codes. ENGINEER and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees. ENGINEER shall, upon request, provide the CITY with proof of certification compliance.
 - e. ENGINEER will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY.
 - f. ENGINEER is adequately financed to meet any financial obligations it may be required to incur under this Agreement.
6. **PAYMENT.** CITY agrees to pay ENGINEER within 30 calendar days of receipt of a proper invoice. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the ENGINEER's invoice and verification that services have been rendered in conformity with this Agreement, the CITY, through payment issued by the Public Works and Engineering Department, shall pay ENGINEER in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. ENGINEER shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the CITY's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the ENGINEER shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
7. **INSURANCE REQUIREMENTS.** ENGINEER is required to submit to the CITY Certificates of Insurance naming the CITY as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CITY. During the term of the Agreement and any renewals, ENGINEER at its sole cost and expenses shall maintain insurance coverage as follows:

- a. **Workers Compensation:** The ENGINEER will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
- b. **Comprehensive General Liability:** The ENGINEER will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** The ENGINEER will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** The ENGINEER will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

8. **TERMINATION.**

- a. **TERMINATION FOR CONVENIENCE.** The CITY reserves the right to terminate the Agreement in whole or part by giving the ENGINEER written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CITY, the ENGINEER shall only provide those services specifically approved or directed by the CITY. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the CITY shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the ENGINEER.

Upon termination, ENGINEER shall bill the CITY for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the CITY. The ENGINEER shall, however, be entitled to payment for services commenced and approved by the CITY prior to receipt of notice, or with the expressed written consent of the CITY, prior to the effective date of termination.

- b. **TERMINATION FOR CAUSE.** If the CITY wishes to terminate the ENGINEER for cause due to the failure of ENGINEER to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CITY must provide the ENGINEER with written notice of said failure to perform. The CITY must give ten (10) working days from the ENGINEER'S receipt of the Notice to Cure for the ENGINEER to cure or take reasonable action to commence to

cure the performance concerns specified. If the ENGINEER does not take appropriate action within the ten (10) day period, the CITY may issue a Final Notice to Cure. The ENGINEER will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CITY can terminate the Agreement. If the ENGINEER is terminated for cause, the ENGINEER may provide or employ any necessary labor and materials in lieu of ENGINEER to finish part or all of the work under the Agreement or to supplement the work of ENGINEER, and to deduct the cost thereof from any money, then due or thereafter to become due to the ENGINEER; and if such cost shall exceed the balance due to ENGINEER, then the ENGINEER shall pay the difference to the CITY.

9. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., ENGINEER and its sub-contractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. ENGINEER shall require each of its sub-contractors to provide ENGINEER with an affidavit stating that the sub-contractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The CITY, ENGINEER, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The CITY, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the sub-contractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ENGINEER acknowledges that upon termination of this Agreement by the CITY for a violation of this section by ENGINEER, ENGINEER may not be awarded a public contract for at least one (1) year. ENGINEER further acknowledges that CITY is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

10. **FORCE MAJEURE.** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), theft, war, riot, embargoes, military or usurped power or confiscation, terrorist activities, or an event for which a declaration of emergency is issued by legally empowered local, state, or federal governing authorities.
11. **INDEMNIFICATION.** To the extent permitted by law, ENGINEER hereby releases and waives all claims against the CITY, its officers, employees, agents, independent CONTRACTORS for any injury or damaged to the person, property, or business of ENGINEER agents, employees, sub-contractors, or other persons, for which injury or damaged results from any act, neglect, occurrence, or condition in or about any CITY properties whether such damage is caused by the CITY or any other person. Nothing in the agreement shall be construed as a waiver of the CITY'S statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

ENGINEER agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from ENGINEER'S performance of the Agreement or any breach or default thereof by ENGINEER.
12. **NON-DISCRIMINATION.** ENGINEER agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national original, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
13. **NONASSIGNMENT; SUBCONTRACTOR.** ENGINEER may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY. CITY may cancel this Agreement for cause should ENGINEER attempt to make an unauthorized assignment of any right or obligation arising hereunder.
14. **INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner as creating or establishing a relationship of co-partners between the Parties or as constituting ENGINEER as an agent, representative or employee of CITY for any purposes or in any manner whatsoever. ENGINEER is and shall remain an independent ENGINEER with respect to all services performed under this Agreement.

15. **HUMAN TRAFFICKING.** ENGINEER shall provide CITY with the affidavit provided in **Attachment “2”** signed by an officer or representative of ENGINEER attesting, under penalty of perjury, that ENGINEER does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

16. **PUBLIC ENTITY CRIMES.** ENGINEER represents and warrants that it is not listed on the State of Florida’s convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. ENGINEER acknowledges the continuous duty to disclose to the City if ENGINEER or any of its affiliates are placed on the convicted vendor list.

17. **NON-DISCRIMINATION.** ENGINEER, for itself, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

- a. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of Services described herein; and
- b. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

ENGINEER agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon ENGINEER, its successors, transferees, and assignees, for the period during which Services are provided. ENGINEER further agrees to ensure that its independent contractors and subcontractors are not in violation of the terms of this provision.

18. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida)

following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a ENGINEER, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

19. **PUBLIC RECORDS.** ENGINEER specifically acknowledges the CITY’S obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the ENGINEER shall keep and maintain public records required by the CITY and to comply with §119.071, F.S., shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services required under this Agreement;
- b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer, at no cost to the CITY, all public records in possession of ENGINEER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology system of the CITY.

If the ENGINEER has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR’S duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, CITYclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

20. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
21. **JURY TRIAL WAIVER; VENUE; WAIVER OF ATTORNEY FEES.** ENGINEER agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
22. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or of future rights to enforce compliance.
23. **NOTICES.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:

As to ENGINEER:

Steven M Kreidt
1700 North Orange Ave
Suite 333
Orlando, FL, 32804

As to CITY:

CITY of Kissimmee
Public Works & Engineering
101 Church St.
Kissimmee, FL 34741

24. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.
25. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.
26. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

ENGINEER

By: A. L. M. Vith

Title: Principal

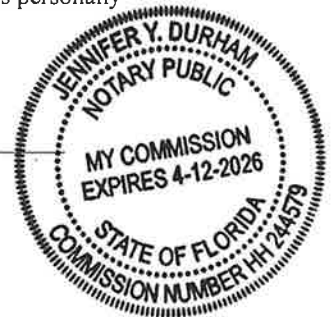
Date: July 28, 2025

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28th day of July, 2025, by Steven M. Kreidt as Principal of KCG Transportation, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Jennifer Y. Durham
Print Name: Jennifer Y. Durham
My Commission Expires: 4/12/26



CITY OF KISSIMMEE

By: _____
Mayor - Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form a legal sufficiency:

City Attorney

Attachment “1”
SCOPE OF SERVICE



June 20, 2025

Ramy Kamal
Project Manager
City of Kissimmee Public Works & Engineering
101 Church Street
Kissimmee, FL 34741
(via E-mail: Ramy.Kamal@kissimmee.gov)

**Subject: Shingle Creek Regional Trail – South Phase 2B – Yates Connector
Proposal for Plans Update & Post-Design Services**
FDOT LAP Project No: 442334-3-68-01

Dear Mr. Kamal:

Please find below the Scope of Services / Tasks proposed to support the construction of the Shingle Creek Regional Trail – South Phase 2B – Yates Connector. Attached are the proposed staff hours and fee proposal for that work. It is our understanding that the project will require approximately 460 days to complete, and the day-to-day inspection services will be provided by others. KCGTS will provide the following services for the project:

SERVICES / TASKS	Total Staff Hours
Plans Update Phase Services	
Update Design Files to include revised connection at 17/92 (John Young Parkway)	40
Revise & Update Plans	32
Drainage Calculations for Ditch Impacts	16
Meetings	8
Total Staff Hours	96

SERVICES / TASKS	Total Staff Hours
BID / CONSTRUCTION PHASE SERVICES	
Bid Documents/Specifications	40
Attend Pre-Bid Meeting	6
Respond to Bid Questions	12
Prepare Plan Revisions	20
Bid Review and Analysis	20
Attend Progress Meetings	30
Field Reviews / Site Visits	32
Review of Shop Drawings and Submittals	32
Respond to RFIs and Change Orders	60
Total Staff Hours	252

We appreciate the opportunity to assist with this project and propose to perform the work for a not-to-exceed amount of \$135,151.17. If you have any questions, or require additional information, please do not hesitate to contact me or Stephen DiCiero.

Sincerely,
KCG TRANSPORTATION SERVICES

Steven M. Kreidt

Steven M. Kreidt, P.E.
Principal / Chief Engineer

CC: Stephen P. DiCiero, P.E., Project Engineer, KCG Transportation Services
David Gomez, P.E., Engineering Division Manager, City of Kissimmee

PLANS UPDATE, BID, AND CONSTRUCTION PHASE SERVICES

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Shingle Creek Regional Trail - South Phase 2B - Yates Connector

County : Osceola

Client: City of Kissimmee

Consultant: **KCGTS**

Date: 6/4/2025

Estimator: SPD

Construction Duration = 460 days

Staff Classification	Total Staff Hours	Principal	Senior Engineer	Project Engineer	Senior Designer	CADD Tech	Secretarial / Clerical	Notes	Salary Cost By Activity
		\$320.00	\$201.25	\$158.13	\$122.19	\$69.00	\$51.75		
PLANS UPDATE PHASE SERVICES									
Update Design Files to include revised connection at 17/92 & SCRT S2A	40	4	6	10	10	10	0	Horizontal / Vertical Master Design Files	\$5,980.70
Revise & Update Plans	32	3	5	8	8	8	0	Update Plans per new connection & to current standards/specs	\$4,784.56
Drainage Calculations for Ditch Impacts	16	2	10	4	0	0	0	Per FDOT Request for ROW Lease Agreement	\$3,285.02
Meetings	8	4	4	0	0	0	0	4 meetings x 1 hr x 2 people	\$2,085.00
Subtotal	96	13	25	22	18	18	0		\$16,135.28

BID PHASE SERVICES									
Bid Documents/Specifications	40	8	12	16	2	0	2		\$7,852.96
Attend Pre-Bid Meeting	6	3	3	0	0	0	0		\$1,563.75
Respond to Bid Questions	12	1	2	2	4	1	1		\$1,745.91
Prepare Plan Revisions	20	2	3	4	7	2	2		\$2,909.85
Bid Review and Analysis	20	7	7	6	0	0	0		\$4,597.53
Subtotal	98	21	27	28	13	3	5		\$18,670.00

CONSTRUCTION PHASE SERVICES									
Attend Progress Meetings	30	15	15	0	0	0	0	1 meeting/month @ 15 months x 1 hr x 2 people	\$7,818.75
Field Reviews / Site Visits	32	32	32	0	0	0	0	2 hrs + travel (1 hr) / field visit x 8 visits x 2 people	\$16,680.00
Review of Shop Drawings and Submittals	32	5	8	8	10	2	0	16 Shop Drawings Anticipated x 2 hrs/ea	\$5,694.46
Respond to RFIs and Change Orders	60	9	15	15	18	3	0	Est. 2 / month x 2 hrs/ea	\$10,677.12
Subtotal	154	61	70	23	28	5	0		\$40,870.33

Total Staff Hours	348	95	122	73	59	26	5		
Total Staff Cost		\$30,464.00	\$24,472.00	\$11,505.54	\$7,184.77	\$1,780.20	\$269.10		\$75,675.61

Notes:

SUBTOTAL: \$75,675.61
 Expenses: \$319.20
SUBTOTAL ESTIMATED FEE: \$75,994.81
 Subconsultant Fee (Structural) \$59,156.36
GRAND TOTAL ESTIMATED FEE: \$135,151.17



735 Primera Blvd, Suite 220
Lake Mary 32746-2150, FL

Tel 407.547.2121

DATE: May 05, 2025 Revised June 20, 2025

To: Mr. Stephen DiCiero, P.E.
Project Engineer
KCG Transportation Services
1700 N. Orange Avenue, Suite 333
Orlando, FL 32804

From: Stefan M. Levine, P.E. Structures Engineer
SAI Consulting Engineers, Inc.
735 Primera Blvd., Suite 220
Lake Mary, Florida 32746
slevine@saiengr.com

PLANS UPDATE – PHASE 2B BOARDWALK
RE: 430225-1: SHINGLE CREEK REGIONAL TRAIL SOUTH PROJECT AREA – PHASE 2B

Mr. DiCiero/City of Kissimmee,

Please find attached the scope of services, for the Plans Update for the SHINGLE CREEK REGIONAL TRAIL SOUTH PROJECT AREA – PHASE 2B, and fee estimate. The request for a Supplemental Agreement (SA) to the current contract is necessary to perform the plans update for the City of Kissimmee to update the plans and calculations to the current standards.

The request for Performing a Plans Update for the Plans and Calcs is necessary for the ongoing engineering services.

Proposed Fee Estimate (Lump Sum): **\$59,156.36**

Attachments

Attachment A:

Scope of Services for implementation of Performing a Plans Update for the Plans and Calcs.

Attachment B:

Fee Estimate in a PDF format.

Exhibit “A”

FPID # 430225-1-32-01 (Shingle Creek Regional Trail South Project Area – Phase 2B Plans Update)

SCOPE OF SERVICES

PLANS UPDATE - SHINGLE CREEK REGIONAL TRAIL SOUTH PROJECT AREA – PHASE 2B (Design Services)

FINANCIAL PROJECT ID(S). 430225-1-32-01

SHINGLE CREEK REGIONAL TRAIL SOUTH PROJECT AREA – PHASE 2B Osceola County

1.0 **BACKGROUND:**

SAI Consulting was originally retained by the KCG under Contract 1016.COK; to provide Structural engineering services.

SAI Consulting Engineers, Inc. (SAI), a Sub Consultant to KCG, will be responsible for the Structure Design Plans, Calculations, and Design Professional, SAI will provide the additional professional engineering design services as outlined below.

2.0 **PURPOSE:**

- Perform a Plans Update for SHINGLE CREEK REGIONAL TRAIL SOUTH PROJECT AREA – PHASE 2B.
- The Structures Plans and Calculations were placed on the shelf in January 2021 and the plans and calculations need to be updated to comply with today's standards and specifications.

3.0 **SERVICES TO BE PERFORMED:**

Scope of Work

- A. Field investigations in the vicinity of the proposed work to review readily observable conditions.
- B. Verify Overall Final Bridge Geometry still works with the present constraints.
- C. Update Boardwalk and Typical Overlook details per current standards and specifications.
- D. Update End Bent and Intermediate Bent geometry and structural calculations per current standards and specifications. Although there are 450 Bents, the geometry for the boardwalk stays constant for various stretches, the geometry will only be checked at every change of vertical profile.
- E. Update timber structural design to comply with current standards and specifications.



- F. Verify the Boardwalk Typical Framing Plan, Framing Plan for Kinked Sections, Boardwalk Geometry at Kinked Locations, and the Typical Overlook Framing Plan comply with current standards, specification and field constraints.
- G. Incorporate the additional scope in the Cost Estimate.
- H. Additional Field Reviews required for the added scope.
- I. Incorporate the additional scope in Plan Sheets.
- J. Perform Quality Assurance/Quality Control, Supervision and coordination during design.

Attachment B

Design Staff-hours/Fee Estimate

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 430225-1-58-01
FAP Number: N/A

Project Name: Shingle Creek - Phase 2B Boardwalk
Date: 6/20/2025
Name of Consultant: SAI Consulting Engineers, Inc

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS		ON CADD
	Firm Total	Project Manager 3 Home	Chief Engineer 2 Home	Senior Engineer 2 Home	Engineer 2 Home	CADD/Computer Technician Home	Staff Classi- fication 6	Staff Classi- fication 7	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	RANGE		
														Hours	Hours	Hours
	3. Project Common and Project General Tasks	35	10	4	7	10	4	0	0	0	0	0	0	0	35	39
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	249	0	25	50	112	62	0	0	0	0	0	0	0	249	274	
TOTALS	284	10	29	57	122	66	0	0	0	0	0	0	0	284	313	
Field Survey Estimate:												FIRM TOTAL		284	313	
0 4-person crew days																
Notes:																

- Notes:
- 1. This worksheet provides the distribution of a firm's total staff hours for a project.
 - 2. Percentages for staff hour distribution by classification are entered below in rows 64 to 98 of this sheet.
 - 3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
 - 4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT																
Name of Project:		Shingle Creek - Phase 2B Boardwalk										Consultant Name: SAI Consulting Engineers, Inc				
County:		Osceola										Consultant No.: enter consultants proj. number				
FPN:		430225-1-58-01										Date: 6/20/2025				
FAP No.:		N/A										Estimator: Stefan Levine				
Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 3 Home	Chief Engineer 2 Home	Senior Engineer 2 Home	Engineer 2 Home	CADD/Computer Technician Home	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$258.60	\$289.76	\$258.60	\$200.96	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project Common and Project General Tasks	35	10	4	7	10	4	0	0	0	0	0	0	0	35	\$8,104.84	\$231.57
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	249	0	25	50	112	62	0	0	0	0	0	0	0	249	\$51,051.52	\$205.03
Total Staff Hours	284	10	29	57	122	66	0	0	0	0	0	0	0	284		
Total Staff Cost		\$2,586.00	\$8,403.04	\$14,740.20	\$24,517.12	\$8,910.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$59,156.36	\$208.30
														Check = \$59,156.36		
														SALARY RELATED COSTS:		
														SUBTOTAL ESTIMATED FEE:		
														SUBTOTAL ESTIMATED FEE:		
														Geotechnical Field and Lab Testing		
														SUBTOTAL ESTIMATED FEE:		
														Optional Services		
														GRAND TOTAL ESTIMATED FEE:		

Project Activity 3: General Tasks

Estimator:						Shingle Creek - Phase 2B Boardwalk 430225-1-58-01
Representing		Print Name		Signature / Date		
FDOT District 5						
SAI Consulting Engineers, Inc		Hamze Samara				
<i>NOTE: Signature Block is optional, per District preference</i>						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	5	5	
3.3.2	Estimated Quantities Report Preparation	Report	1	Calculated Hours	8	
		Components	1	18		
3.4	Contract Maintenance and Project Documentation	LS	1	8	8	(1*4 months)+ 4 hrs. for final documentation
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	6	6	See listing below
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	0	0	0	
3.9	Digital Delivery	LS	1	4	4	For setup of the signature sheet
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.11.1	Aeronautical Evaluation	LS	0	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	0	0	0	
3.13	Other Project General Tasks	LS	1	4	4	Contract Time Memo, prepare and update. QC/QA
3. Project Common and Project General Tasks Total					35	
3.6 - List of Project Manager Meetings						
		Units	No of Units	Hours/ Unit	Total Hours	Comments
	Structures	EA	1	2	2	Meeting 1h, prepare and meeting notes.
	Field Reviews	EA	1	4	4	1 Field Reviews. 1*(2 people)*(4 hrs)
	Total Project Manager Meetings		2		6	Total PM Meeting Hours carries to Task 3.6 above

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator:

Shingle Creek - Phase 2B Boardwalk

430225-1-58-01

Representing	Print Name	Signature / Date
FDOT District		
SAI	Stefan Levine, P.E.	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
9.1	Key Sheet and Index of Drawings	Sheet	1	4	1	4	
9.2	Project Layout	Sheet	1	4	1	4	
9.3	General Notes and Bid Item Notes	Sheet	1	4	1	4	
9.4	Miscellaneous Common Details	Sheet	0	0	0	0	
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0	
9.6	Standard Plans- Bridges	LS	0	0		0	
9.7	Existing Bridge Plans	LS	0	0		0	
9.8	Structures Quantities for EQ Report	Bridges	1	Calculated Hours 8		8	
		Walls	0				
		Box Culverts	0				
9.9	Cost Estimate	LS	0	0		0	
9.1	Technical Special Provisions and Modified Special Provisions	LS	1	5		5	
Structures - Summary and Miscellaneous Tasks and Drawings					3	25	

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	178	0	0	178	0	0	0	0		
17	Retaining Walls	0								0	
18	Miscellaneous Structures	0									0
Structures Technical Subtotal		178	0	0	178	0	0	0	0	0	0
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments					
9.11	Field Reviews	LS	1	8	8						
9.12	Technical Meetings	LS	1	2	2	Meetings are listed below					
9.13	Quality Assurance/Quality Control	LS	%	5%	10						
9.14	Independent Peer Review	LS	0	0	0						
9.15	Supervision	LS	%	5%	10						
Structures Nontechnical Subtotal					30						
9.16	Coordination	LS	1	16	16						
9. Structures - Summary and Miscellaneous Tasks and Drawings					71						

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	0	0	0			0
90/100% Comment Review	EA	1	1	1			0
Aesthetics Coordination	EA	0	0	0			0
Regulatory Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	1	1	1			0
Utility Companies	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				2			0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				2	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 9.12

Carries to Tab 3

Project Activity 12: Structures- Short Span Concrete

Estimator:

Shingle Creek - Phase 2B Boardwalk

Bridge Identifier (Number or Name):

430225-1-58-01

Representing	Print Name	Signature / Date
City of Kissimmee		
SAI Consulting Engineers	Stefan Levine, P.E.	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
12.1	Overall Bridge Final Geometry	LS	1	6		6	
12.2	Expansion/Contraction Analysis	EA Unit	1	2		2	
12.3	General Plan and Elevation	Sheet	3	6	3	18	Table of Boardwalk Bent Locations (2 Sheets) and Boardwalk Typical Section and Elevation
12.4	Construction Staging	Sheet	0	0	0	0	
12.5	Approach Slab Plan and Details	Sheet	0	0	0	0	
12.6	Miscellaneous Details	Sheet	2	4	2	8	Boardwalk details and Typical Overlook Details
End Bent Design and Plans							
12.7	End Bent Geometry	EA End Bent	2	8		16	
12.8	End Bent Structural Design	EA Design	2	8		16	
12.9	End Bent Plan and Elevation	Sheet	0	0	0	0	
12.10	End Bent Details	Sheet	1	4	1	4	Typical End Bent Details
Intermediate Bent Design and Plans							
12.11	Bent Geometry	EA Bent	12	4		48	There are 450 bents; however, because the geometry for the boardwalk stays constant for various stretches, the geometry will only be checked at every change of vertical profile
12.12	Bent Stability Analysis	EA Analysis	1	8		8	
12.13	Bent Structural Design	EA Design	2	8		16	
12.14	Bent Plan and Elevation	Sheet	0	0	0	0	
12.15	Bent Details	Sheet	0	0	0	0	

Project Activity 12: Structures- Short Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Miscellaneous Substructure Design and Plans							
12.16	Foundation Layout	Sheet	0	0	0	0	
Miscellaneous Superstructure Design and Plans							
12.17	Finish Grade Elevation Calculation	LS	1	4		4	
12.18	Finish Grade Elevations	Sheet	0	0	0	0	Finish grade elevations handled under general plan and elevation section.
Cast-in-Place Slab Bridges							
12.19	Bridge Deck Design	EA Unit	1	8		8	
12.20	Superstructure Plan	Sheet	4	6	4	24	Boardwalk Typical Framing Plan, Framing Plan for Kinked Boardwalk, Boardwalk Geometry at Kink Locations, Typical Overlook Framing Plan
12.21	Superstructure Sections and Details	Sheet	0	0	0	0	
Prestressed Slab Unit Bridges							
12.22	Prestressed Slab Unit Design	EA Design	0	0		0	
12.23	Prestressed Slab Unit Layout	Sheet	0	0	0	0	
12.24	Prestressed Slab Unit Details and Schedule	Sheet	0	0	0	0	
12.25	Deck Topping Reinforcing Layout	Sheet	0	0	0	0	
12.26	Superstructure Sections and Details	Sheet	0	0	0	0	
Reinforcing Bar List							
12.27	Preparation of Reinforcing Bar List	Sheet	0	0	0	0	
Load Rating							
12.28	Load Ratings	EA Unit	0	0		0	
12. Structures - Short Span Concrete Bridge Total					10	178	

Attachment "2"
HUMAN TRAFFICKING AFFIDAVIT



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

KCG Transportation Services, LLC does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Steven M. Kreidt, P.E.

Title of Contractor's Authorized Representative: Principal

Signature of Contractor's Authorized Representative:

Date: July 28, 2025

ITEM 7.J

Amendment to the Woodside Drainage Interlocal Agreement

Request

Approval of the First Amendment to the Interlocal Agreement (ILA) between the City of Kissimmee and Tohopekaliga Water Authority (TWA) related to construction for the Woodside Drainage Improvement Project (Contract #20250338).

Explanation

The City of Kissimmee and TWA previously entered into an ILA on September 28, 2021, for the relocation of utility lines associated with Phase I of the Woodside Drainage Improvements Project. This project involves upgrading a major stormwater trunkline to address ongoing drainage concerns and eliminate conflicts with existing water and sewer utilities owned by TWA. Under the terms of the agreement, the City's Engineer and Contractor are authorized to design and construct the necessary utility relocations, with all associated costs to be reimbursed by TWA.

To continue progress on the overall drainage improvement effort, the City and TWA propose this first amendment to incorporate Phase II of the project. The amendment also includes provisions for Construction Engineering and Inspection (CEI) services related to the utility scope. TWA's Board approved the amended agreement on July 16, 2025.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40900389-389700	SWXXXX	Increase	\$7,714,000	
40945206-506393		Increase	\$7,714,000	

Financial Summary:

All costs associated with this agreement will be reimbursed by TWA. Therefore, there is no net financial impact to the City.

Recommendation

Approval of the First Amendment to the ILA between the City of Kissimmee and TWA related to construction for the Woodside Drainage Improvement Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

City of Kissimmee

Attachment(s):

1. (S) ILA Amendment
2. TWA's Board approved amended agreement from July 16, 2025.

Prepared by or under the direction of and
Return to:
Anthony Cotter
Office of General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

**FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT BETWEEN
CITY OF KISSIMMEE AND TOHOPEKALIGA WATER AUTHORITY
RELATING TO
UTILITY LINE RELOCATION
FOR THE
MIRADOR AT WOODSIDE APARTMENTS
DRAINAGE PROJECT**

THIS FIRST AMENDMENT (the “First Amendment”) is entered into between the City of Kissimmee, Florida, a municipal corporation (the “CITY”) and Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, (“TOHO”). The CITY and TOHO may be individually referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, under Section 163.01, Florida Statutes, known and cited as the “Florida Interlocal Cooperation Act of 1969” or the “Act,” TOHO and the CITY are authorized, as local government units, to enter into agreements under which they may jointly exercise the power, privilege, or authority that they share in common, and which they may exercise separately; and

WHEREAS, the CITY and TOHO exercised the authority provided to them under the Act by entering into that certain Interlocal Agreement Relating to Utility Line Relocation for the Mirador at Woodside Apartments, which was recorded on October 5, 2021, in the Osceola County Official Records at Book 6058, Pages 1959, (the “Agreement”); and

WHEREAS, the capitalized items herein shall have the same meaning as those set forth in the Agreement; and

WHEREAS, the Agreement set forth the terms and conditions for the design and construction of both the CITY’s Stormwater Project and TOHO’s Utility Project within the “Project Area” shown in the attached Exhibit “A”; and

WHEREAS, the Parties mutually acknowledge the need to amend the Agreement to allow for changes to TOHO’s financial obligation under the Agreement; and

WHEREAS, the Parties have agreed to enter into this First Amendment to amend the Agreement as more specifically set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants, and consideration, the receipt of which is mutually acknowledged by the Parties, the Parties hereby agree as follows:

1. **Recitals.** Each of the above stated recitals are declared to be true and correct and are incorporated into this First Amendment as if fully set forth hereafter.
2. **Amendment.** Section 6, Design Reimbursement and Construction Cost Sharing, of the Agreement is hereby repealed in its entirety, and replaced to read as follows:

SECTION 6. Construction Cost Sharing

Based on preliminary estimates performed by or at the request of Toho, the cost of construction for each phase of the Toho Utility Project described in the attached Exhibit "B" ("Utility Relocations") shall be as set forth below

- a) **Phase 1.** Based on 100% design estimates performed by or at the request of Toho; the costs for the Utility Relocations in Phase 1 are estimated to be \$200,000.00. With the allowance of a 10% contingency, Toho shall be obligated to pay up to, but not exceeding, \$220,000.00 (the "Utility Relocations Cap"), as more particularly described in Exhibit "C" attached hereto and incorporated by this reference ("Construction Cost Summary"). Any changes to the Stormwater Project that cause the construction cost of the Utility Relocations to exceed \$200,000.00, but not exceed \$220,000.00 must be approved in advance in writing by Toho's CEO/Executive Director, which approval shall not be unreasonably withheld. In order to facilitate the award of the construction bid managed by the City, if Toho's CEO/Executive Director has not issued an approval or denial within five (5) business days of a written request from the City, a change or cost increase shall be deemed approved, so long as it does not exceed the Utility Relocations Cap. Any excessive delays in securing additional construction funding by Toho shall not cause undue hardship to the City and their bidder/potential contractor to start construction of Mirador at Woodside Apartments Stormwater Project. Furthermore, in the event Toho could not find additional funding related to the work defined in Exhibit "B", Toho will compensate the City for rebidding the contract required and pay for re-procurement services to the City. The City of Kissimmee solely retains the rights to award/reject any bidder without consulting with Toho based on their needs and discretion. Toho agrees to reimburse the City 10% of construction costs for the Construction Engineering and Inspection (CEI) services, as recommended by the City, which is expected to be approximately \$20,000.00. Additionally, Toho agrees to reimburse the City 2% of construction costs for the project administration and coordination work, which is expected to be approximately \$4,000.00, based on Toho's construction cost estimate. These amounts will be adjusted based on the "bid award" amount. Toho agrees to fully (100%) reimburse the City within 30 calendar

days of sending the invoices to Toho for the 2% project administration, 10% CEI, and Construction work.

- b) **Phase 2.** Based on 100% design estimates performed by or at the request of Toho; the costs for the Utility Relocations in Phase 1 are estimated to be \$5,600,000.00. With the allowance of a 10% contingency, Toho shall be obligated to pay up to, but not exceeding, \$6,160,000.00 (the "Utility Relocations Cap"), as more particularly described in Exhibit "C". Any changes to the Stormwater Project that cause the construction cost of the Utility Relocations to exceed \$5,600,000.00, but not exceed \$6,160,000.00 must be approved in advance in writing by Toho's CEO/Executive Director, which approval shall not be unreasonably withheld. In order to facilitate the award of the construction bid managed by the City, if Toho's CEO/Executive Director has not issued an approval or denial within five (5) business days of a written request from the City, a change or cost increase shall be deemed approved, so long as it does not exceed the Utility Relocations Cap. Any excessive delays in securing additional construction funding by Toho shall not cause undue hardship to the City and their bidder/potential contractor to start construction of Mirador at Woodside Apartments Stormwater Project. Furthermore, in the event Toho could not find additional funding related to the work defined in Exhibit "B" Toho will compensate the City for rebidding the contract required and pay for re-procurement services to the City. The City of Kissimmee solely retains the rights to award/reject any bidder without consulting with Toho based on their needs and discretion. Toho agrees to reimburse the City 10% of construction costs for the Construction Engineering and Inspection (CEI) services, as recommended by the City, which is expected to be approximately \$560,000.00. Additionally, Toho agrees to reimburse the City 2% of construction costs for the project administration and coordination work, which is expected to be approximately \$112,000.00, based on Toho's construction cost estimate. These amounts will be adjusted based on the "bid award" amount. Toho agrees to fully (100%) reimburse the City within 30 calendar days of sending the invoices to Toho for the 2% project administration, 10% CEI, and Construction work.
- c) The City agrees to allow Toho to utilize the design survey prepared by the City's consultant for the Stormwater Project at no expense to Toho. Toho agrees that if the Toho Utility Project requires additional survey work, not completed as a part of the Stormwater Project, Toho will pay for the cost of the additional work.
- d) The City and Toho agree to include as a separate pay item or within the individual pay items in their respective bids, mobilization and maintenance of traffic. In addition, all general condition related costs will be separated to the maximum extent possible.
- e) In areas where both the Toho Utility Project construction and the City's Stormwater Project storm water management system construction require removal of unsuitable materials, the City and Toho shall equally share the cost of unsuitable materials removal and replacement material on a pro-rata basis according to the impact.
- f) The City and Toho agree that each agency shall provide its own construction management and inspections for their respective construction projects.

Should the CITY require TOHO to adjust or relocate any portion of the completed Toho Utility Project constructed in accordance with the conformed documents or adjustments approved by the CITY, the CITY shall be responsible for all costs associated with such adjustment and/or relocation.

The CITY agrees to provide payment to the Contractor for the Toho Utility Project work performed under this Interlocal Agreement, subject to reimbursement by TOHO. Failure by the CITY to provide such payment will result in TOHO providing such payment, which shall be limited to costs and payments directly associated with the Toho Utility Project work. Any such payment shall be paid in accordance with the requirements set forth in Chapter 255, Florida Statutes."

3. The changes set forth in this First Amendment shall be effective upon being executed by both Parties and recorded in Osceola County, Florida Official Records, in accordance with the Act.
4. All of the terms and conditions set forth in the Agreement, not otherwise amended herein, or any subsequent Amendment, shall remain in full force and effect. To the extent of the conflict between the First Amendment and the Agreement, the terms and conditions of this First Amendment shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed, by and through their authorized representatives, on the respective dates set forth below.

CITY OF KISSIMMEE

(SEAL)

By: _____
Jackie Espinosa
Mayor

Date: _____

ATTEST:

Clerk / Deputy Clerk

As authorized for execution at the Kissimmee
Board of City Commissioners meeting of:

[REMAINING SIGNATURES ON PAGE THAT FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed, by and through their authorized representatives, on the respective dates set forth below.

TOHOPEKALIGA WATER AUTHORITY,
an independent Special District established and
created pursuant to Chapter 189, Florida Statutes,
by special act of the Florida Legislature

(SEAL)

By: [Signature]
Henry Thacker, Chairman
Board of Supervisors

Date: 7/16/2025

ATTEST:

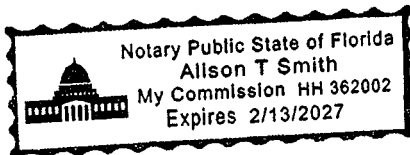
[Signature]
Tom White, Secretary
Board of Supervisors

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization this 16 day of JULY, 2025, by HENRY THACKER, as BOARD CHAIRMAN of the Tohopekaliga Water Authority Board of Supervisors, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on behalf of the district. He / She is personally known to me or [Signature] has produced _____ as identification.

[Signature]
Notary Public Signature

[NOTARY SEAL]



Printed Name: ALLISON T SMITH
My Commission No.: HH 36 2002
My Commission Expires: 2/13/2027

PROJECT AREA

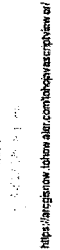


EXHIBIT "B"

UTILITY RELOCATIONS

Phase 1:

Utility Work:

- 1) Relocation of approximately 28 linear feet of 6" water main; and
- 2) Relocation of approximately 30 linear feet of 8" water main.

Phase 2:

Utility Work:

- 1) Relocation of approximately 50 linear feet of 16" water main; and
- 2) Abandonment of approximately 30 linear feet of 6" force main; and
- 3) Relocation of approximately 200 linear feet of 20" force main; and
- 4) Relocation of approximately 750 linear feet of 30" force main; and
- 5) Abandonment of approximately 40 linear feet of 6" water main; and
- 6) Relocation of approximately 50 linear feet of 12" water main; and
- 7) Relocation of approximately 130 linear feet of 30" reclaimed water main; and
- 8) Relocation of approximately 110 linear feet of 8" sanitary sewer.

EXHIBIT "C"
CONSTRUCTION COST ESTIMATE SUMMARY

Phase 1:

Cost Estimates: Based on preliminary estimated performed by or at the request of Toho, the cost of construction of the Utility Relocations are estimated to be \$200,000. With the allowance of a 10% contingency, Toho shall be obligated to pay up to, but not exceeding, \$220,000.

Phase 2:

Cost Estimates: Based on preliminary estimated performed by or at the request of Toho, the cost of construction of the Utility Relocations are estimated to be \$5,600,000. With the allowance of a 10% contingency, Toho shall be obligated to pay up to, but not exceeding, \$6,160,000.

Total costs for Phase 1 and Phase 2: \$5,800,000, with a 10% contingency of \$580,000, for an overall total not to exceed \$6,380,000.

Financial Summary

Authorizations for the Woodside Drainage Project ILA

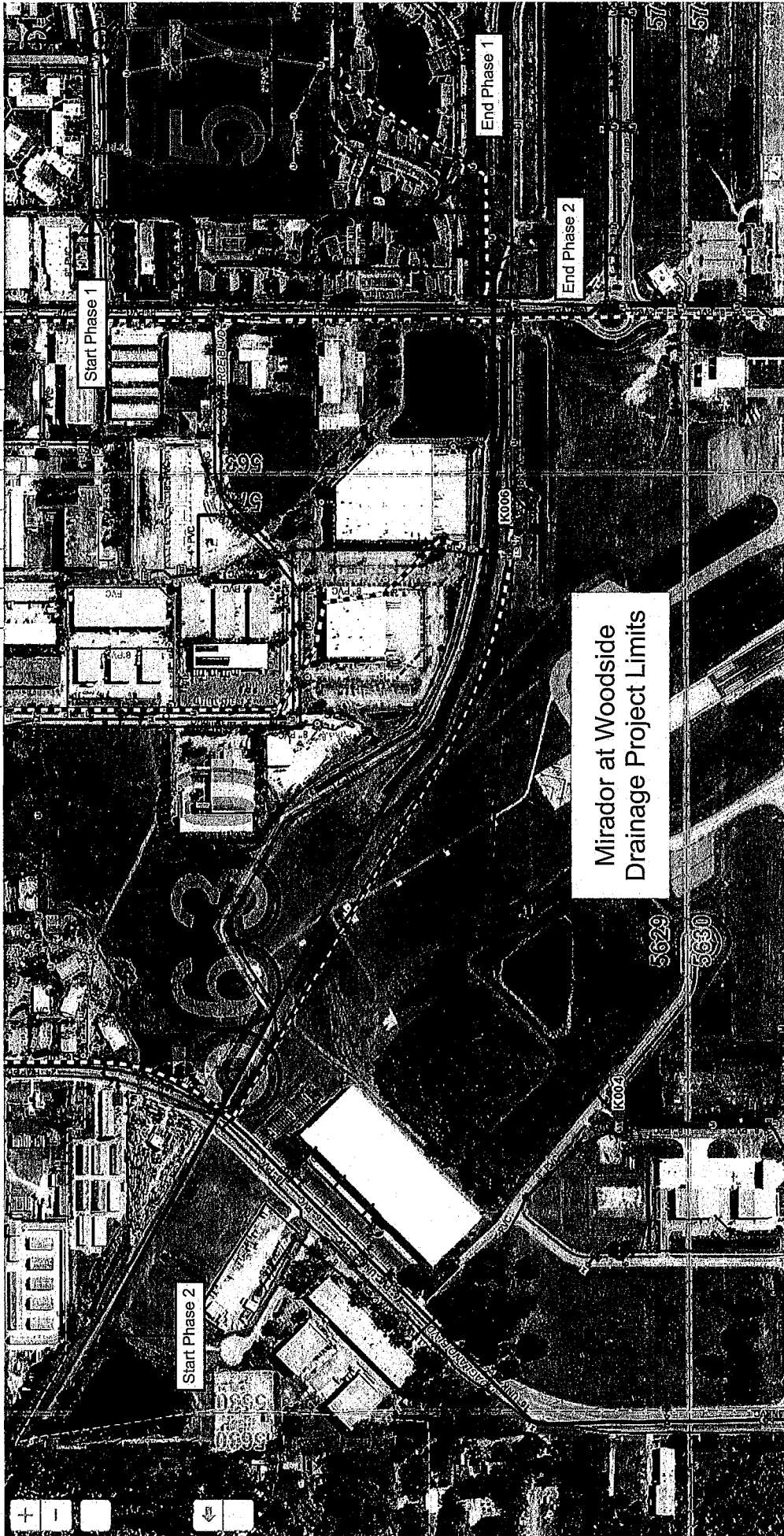
Approval Date	Details	Incremental Amount	Cumulative Approval
7/16/2025	ILA Amendment #1	\$6,496,000.00	\$6,496,000.00
7/16/2025	Construction Contingency	\$580,000.00	\$7,076,000.00
7/16/2025	Bid Contingency	\$638,000.00	\$7,714,000.00
	Total Board Authorization	\$7,714,000.00	

Contract Expenditures for the Woodside Drainage Project

Date	Description	Amount	Details
	Total Committed/Planned	\$0.00	

Remaining Funds

	Remaining contingency	\$7,714,000.00	
--	-----------------------	----------------	--



300ft

6/25/25, 8:46 AM

<https://arcgisnew.toho.com/arcgisviewer/>



DOCUMENT PROCESSING FORM

Date: 6/19/25 Requester Name: Kevin Burgess
 Department: Engineering Services Extension: _____
 Title of Document: APPROVAL OF INTERLOCAL AGREEMENT AMENDMENT #1 BETWEEN CITY OF KISSIMMEE AND TOHO FOR THE WOODSIDE DRAINAGE PROJECT PHASE 2
 Project Number: 121090 Project Name: Woodside Drainage ILA Amendment 1

Step 1 - Document Type:	Step 2 - Required Actions/Supporting Documents:
☐ Sub-Metering Agreement	
☐ Lift Station Closing	
☐ Recoverable License Agreement	
☐ Notice of Satisfaction	☐ Customer Account Ledger attached
☐ Notice of Lien	☐ Letter to Customer re Lien Issue attached ☐ Customer Account Ledger attached ☐ Signed Promissory Note from Customer attached
☐ Developer Service Agreement	☐ DSA Checklist (signed) attached
☒ Other: <u>ILA Amendment #1</u>	☐ List any required pre-actions/supporting information:
☒ BOARD DOCUMENTS (Board signatures required)	☒ Board Meeting Date: <u>7/16/25</u> Agenda Item # <u>7K</u> ☐ Board Already Delegated Authority? Date provided: _____
☐ HUMAN TRAFFICKING AFFIDAVIT – Required for Agreements and Contracts (check to confirm Affidavit is attached)	
Step 3 - Sign Off Panel: attached document has been reviewed/approved for CEO/Board signature	
Department Sign-Off: <u>see Board memo</u>	
Legal Owner/Parcel ID checked:	
General Counsel Sign-Off:	
Step 4 - Actions Post CEO/Board Signature	
☒ Attest/Notary Required	
☒ Executed Document to Legal for Recording (including ILAs):- <u>after COK signs</u> ☒ Osceola ☐ Orange ☐ Polk	
☐ CEO-signed document Received for Recording:- _____ Sent for Recording:- _____	
☐ Scan to Laserfiche & Notify Requestor	
☐ Return to Requestor	
Requestor Notes:	Legal Admin Notes:
Board Chair signature on ILA Amendment 1 *Will need remaining signatures and recording once fully complete. <u>2 copies</u>	

Board Meeting Date: 7/16/2025

Category: Consent Agenda

Agenda Item: 7K

Department: Engineering Services

Attachments:

ILA Amendment 1; Financial Summary; Location Map

Title:

APPROVAL AND EXECUTION OF THE INTERLOCAL AGREEMENT (ILA) AMENDMENT #1 BETWEEN THE CITY OF KISSIMMEE AND TOHO WATER AUTHORITY FOR THE MIRADOR AT WOODSIDE APARTMENTS DRAINAGE PROJECT.

Summary:

Staff is requesting the Board approve the Interlocal Agreement (ILA) Amendment #1 between the City of Kissimmee and Toho Water Authority for the Mirador at Woodside Apartments Drainage Project. The First Amendment includes an update of Phase 1 costs and the addition of Phase 2 for the relocation of Toho's utilities within the project limits.

The ILA enables the City and Toho to include Toho's utility relocations in the drainage project. Construction of both drainage and utility improvements by a single contractor eliminates potential construction coordination issues and associated delays and contractor claims resulting from potentially having two contractors onsite simultaneously.

Cost:

Total Authorized to Date: \$0
This Approval Cost: \$7,714,000
Cumulative Total: \$7,714,000

See attached Financial Summary for financial details including project contingency allowance.

Funding Source: Budget number 121090

Board Meeting Date: 7/16/2025

Category: Consent Agenda

Agenda Item: **7K**

Recommended Action:

Staff recommends approval of the Interlocal Agreement (ILA) Amendment #1 between the City of Kissimmee and Toho Water Authority for the Mirador at Woodside Apartments Drainage Project.

Staff recommends approval of bid contingency that can be used for Phase 1 and Phase 2 and use of the contingency delegated to the CEO/Executive Director, with consultation with the Board Chairman.

Staff further requests the Board to delegate the authority to the CEO/Executive Director to execute any such documents as are necessary to expend any contingency for the not-to-exceed Board approved amount.

Owner: K. Burgess

Dept Review/Approval By: Robert Pelham

Background:

The City of Kissimmee is proposing drainage improvements within the Woodside Apartments complex in two phases.

Phase 1 extends from Oak Street to the City ditch, east of Dyer Blvd. Phase 2 extends from Shingle Creek, east through the airport property, to the City ditch, east of Dyer Blvd.

Toho is required to relocate its existing water, wastewater and reclaimed water utilities to avoid conflicts with the City's proposed drainage improvements.

The City will construct Phase 2 first, bidding the project in August 2025. Phase 1 will be completed at a later date.

In 2021, Toho and the City of Kissimmee entered into an ILA for Phase 1 to have Toho's utility relocations completed by the City's contractor. Phase 1 included relocating approximately 100 LF of eight-inch diameter water main.

The First Amendment to the ILA updates the estimated construction costs for Phase 1 and adds the Phase 2 project and estimated construction cost.

This agenda item requests funding for both Phases as the original ILA agenda item did not request funding Phase 1.

Toho's costs for each phase includes Toho's design engineer's estimated construction cost, a 10% contingency, Construction, Engineering and Inspection (CEI) services, and a 2% project administration cost. The 2% administration costs estimate is based on the construction cost estimate.

If the bids received are higher than the ILA funding and separate bid contingency additional funding will be requested at a future Board meeting.

The Toho utility relocation work consists of the following:

Phase 1

- 100 LF of 8-in Water Main

Phase 2

- 200 LF of 30-in Reclaimed Water Main
- 49 LF of 16-in Reclaimed Water Main
- 1,065 LF of 30-in Force Main
- 30 LF of 20" Force Main
- 36 LF of 16-in Water Main
- 35 LF of 12-in Water Main



The Toho Water Authority Board of Supervisors (the Board) will hold a regular Board meeting at 5:00 p.m. on Wednesday, July 16, 2025.

Seating shall be subject to approved capacity. In addition to in-person attendance, members of the public may also listen/view this meeting by telephone or virtually through the Internet. Those attending in-person who wish to address the Board must submit a completed Hear the Audience Form.

Those interested in joining the meeting to listen by phone, or via the internet, can do so via the below Teams links:-

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Phone conference ID: 219 315 870#

Join on a video conferencing device

Tenant key: tohowater@m.webex.com

Video ID: 116 383 080 9

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

In accordance with Section 286.26, Florida Statutes: Any person needing assistance to participate in any of these proceedings should contact the office of the CEO/Executive Director at 407-944-5130 or via email at tohoattend@tohowater.com prior to the meeting.

In accordance with Section 286.0105, Florida Statutes: Any person wishing to appeal any decision made by the Board 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.



951 Martin Luther King Boulevard, Kissimmee, FL 34741

www.tohowater.com 407.944.5000

Henry Thacker
Chair

Rayelynn Ketchum
Vice Chair

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John McAleenan
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David Askew
Supervisor

Gary Phillips
Supervisor

Cheryl Grieb
Ex-Officio Board Member -
Osceola County

Angela Eady
Ex-Officio Board Member -
City of Kissimmee

Kolby Urban
Ex-Officio Board Member -
City of St. Cloud

Becky Troutman
Ex-Officio Board Member -
Polk County

Todd Swingle
CEO/Executive Director

Anthony Cotter
General Counsel

TOHO WATER BOARD OF SUPERVISORS' MEETING AGENDA

July 16, 2025 at 5:00 p.m.

1. Meeting called to order
**SWEARING IN OF GARY PHILLIPS AS BOARD MEMBER
REPRESENTING POLK COUNTY, COMPLETED BY KELLY
SHRIEVES**
2. A. Moment of Silent Reflection
B. Pledge of Allegiance
3. Approval of the Agenda
4. Awards and Presentations: None
5. Public Hearing
6. Hear the Audience
7. Consent Agenda

The Consent Agenda is a technique designed to expedite handling of routine and miscellaneous business of the Board of Supervisors. The Board of Supervisors in one motion may adopt the entire Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, any item may be removed from the Consent Agenda and placed upon the Regular Agenda for debate.

**7A. REQUEST APPROVAL OF THE TOHO BOARD MEETING
MINUTES OF JUNE 25, 2025 (Cost: None) (A. Smith)**

**7B. APPROVAL AND EXECUTION OF THE SECOND
AMENDMENT TO AGREEMENT WITH ODYSSEY
MANUFACTURING, FOR CHEMICAL SYSTEM
MAINTENANCE AND REPAIR (IFB-21-052) (Cost: Total
Authorized to Date: \$1,693,230. This Approval Cost:
\$280,000. Cumulative Total: \$1,973,230) (E. Williams)**

- 7C. **APPROVAL AND EXECUTION OF BID WAIVER 25-008 AGREEMENT WITH AERZEN RENTAL USE, LLC, FOR BLOWER RENTALS.** (Cost: Total Authorized to Date: \$0. This Approval Cost: \$495,000. Cumulative Total \$495,000) (D. Vedner)
- 7D. **APPROVAL AND EXECUTION OF IFB-25-020 AGREEMENT WITH PROFESSIONAL PIPING SERVICES INC. FOR POLY PIG PIPING SERVICES.** (Cost: Total Authorized to Date: \$0. This Approval Cost: \$1,326,000. Cumulative Total: \$1,326,000) (J. Leslie)
- 7E. **APPROVAL AND EXECUTION OF THE 2ND Amendment To AGREEMENT WITH XYLEM DEWATERING AND THE 1ST AMENDMENT TO AGREEMENT WITH SYNERGY RENTS, FOR bypass pump rentals (IFB-22-069).** (Cost: Total Authorized to Date: \$1,325,000. This Approval Cost: \$450,000. Cumulative Total: \$1,775,000) (J. Leslie)
- 7F. **APPROVAL AND EXECUTION OF A CONSTRUCTION CONTRACT WITH ACCURATE DRILLING SYSTEMS, INC. FOR THE CONSTRUCTION OF THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY RAW WATER MAIN PROJECT.** (Cost: Total Authorized to Date: \$0 This Approval Cost: \$4,708,000. Cumulative Total: \$4,708,000) (D. Beatty)
- 7G. **APPROVAL AND EXECUTION OF A DEVELOPER'S SERVICE AGREEMENT (DSA) WITH LAVENDER ON THE LAKE, INC. FOR LAVENDER ON THE LAKE PROJECT** (Cost: None) (C. Clough)
- 7H. **APPROVAL OF CHANGE ORDER 2 FOR THE SOUTH BERMUDA TO PARKWAY REUSE INTERCONNECT PROJECT (IFB-24-188)** (Cost: Total Authorized to date: \$3,270,340. This Approval Cost: \$1,350,725. Cumulative Total: \$4,621,065.
- 7I. PULLED
- 7J. **APPROVAL AND EXECUTION OF A DESIGN SCOPE OF SERVICES ADDENDUM WITH TETRA TECH, INC. FOR THE JONES ROAD WASTEWATER IMPROVEMENTS PROJECT.** (Cost: Total Authorized to Date: \$32,430. This Approval Cost: \$740,214. Cumulative Total: \$772,644.) (K. Webster)
- 7K. **APPROVAL AND EXECUTION OF THE INTERLOCAL AGREEMENT (ILA) AMENDMENT #1 BETWEEN THE CITY OF KISSIMMEE AND TOHO WATER AUTHORITY FOR THE MIRADOR AT WOODSIDE APARTMENTS DRAINAGE PROJECT.** (Cost: Total Authorized to Date: \$0. This Approval Cost: \$7,714,000. Cumulative Total: \$7,714,000) (K. Burgess)

- 7L. **APPROVAL AND EXECUTION OF DESIGN SCOPE OF SERVICES ADDENDUM AND DESIGN CONTINGENCY WITH TETRA TECH FOR THE OLD PLEASANT HILL/REEDY CREEK WATER MAIN CROSSING PROJECT.** (Cost: Total Authorized to Date: \$217,400. This Approval Cost: \$404,884. Cumulative Total: \$622,284) (M. Smart)
- 7M. **APPROVAL AND EXECUTION OF PBA-25-012 AGREEMENT WITH DGR SYSTEMS LLC, FOR PROVISION OF FORTIGATE HARDWARE, EQUIPMENT, PRODUCTS, AND RELATED SERVICES** (Cost: Total Authorized to Date: \$249,104. This Approval Cost: \$1,700,000. Cumulative Total: \$1,949,104) (J. Rodriguez)
- 7N. **APPROVAL AND EXECUTION OF PIGGYBACK AGREEMENT BETWEEN TOHO WATER AUTHORITY AND EPIC ENGINEERING & CONSULTING GROUP, LLC (EPIC) FOR SIMPLIFY i3® SOFTWARE-AS-A-SERVICE (SaaS) PLATFORM (PBA-25-018) AND TASK AUTHORIZATIONS ON A PER PROJECT BASIS** (Cost: Total Authorized to Date: \$0.00 - GSA Pilot Phase was \$150,000. This Approval Cost: N/A - Task Authorizations. Cumulative Total: \$0.00) (M. Chavez)
- 7O. **APPROVAL AND EXECUTION OF SIMPLIFY i3® - ENHANCEMENTS FOR CIP DATA MANAGEMENT - TASK AUTHORIZATION # 1.** (Cost: Total Authorized to Date: \$0.00 This Approval Cost: \$295,490.00 - Task Authorization #1. Cumulative Total \$295,490.00 (M. Chavez)
- 7P. **APPROVAL OF ADVANCED UTILITY SYSTEMS (AUS) LICENSES AND CIS INFINITY RENEWALS FOR TOHO EAST AND WEST** (Cost: Total Authorized to Date: \$322,500. This Approved Cost of \$395,825.45. Cumulative Total \$718,325.45) (M. Aviles)

8. Informational Presentations

- 8A. **CUSTOMER SERVICE UPDATE / ISSUE IDENTIFICATION AND RESOLUTION** (Cost: None) (H. Havey)
- 8B. **COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM UPDATE.** (Cost: None) (H. Weber)

9. Unfinished Business: None

10. New Business

- 10A. **REQUEST BY THE NRP GROUP FOR A VARIANCE FROM TOHO EFFICIENCY PROGRAM REQUIREMENTS FOR THE OSCEOLA VILLAGE APARTMENTS DEVELOPMENT.** (Cost: None) (V. Vargas)

11. Staff Reports

The following staff reports are provided for Board review. These items are included for information but are available for comment or discussion during this part of the agenda. If there are no comments or questions from the Board, no action is required and items will be considered closed.

- 11A. **PUBLIC RELATIONS QUARTERLY REPORT FOR APRIL-JUNE 2025** (Cost: None) (M. Grayson)
- 11B. **INFRASTRUCTURE EMERGENCY REPAIR STATUS** (Cost: None) (L. Shields)
- 11C. **CUSTOMER CREDITS BETWEEN \$10,000 AND \$50,000** (Cost: One (1) adjustment for a total of \$16,836.48.) (H. Havey)
- 11D. **MONTHLY FINANCIAL & STATISTICAL REPORT ENDING MAY 31, 2025** (Cost: None) (T. Villarosa)
- 11E. **ASSETS AND INFRASTRUCTURE CAPITAL PROJECT CONTINGENCY STATUS REPORT** (Cost: None) (R. Pelham)

12. Comments

Board Officials
Executive Director
General Counsel

13. Upcoming Events

Water Quality Month 8/1

ITEM 7.K

Change Orders to Increase Funding Amount and Extend Completion Deadline for the Rehabilitation of 501 Ginwright Court

Request

Approve Change Orders #1 and #2, contract #20240039, increasing the funding amount and extending the completion date for the rehabilitation of 501 Ginwright Court.

Explanation

This project was initially approved by the City Commission on May 20, 2025. Since then, the Osceola Council on Aging (COA), which is the partner agency overseeing the coordination of the construction, has identified additional items that were not initially included in the scope of work. COA has submitted two change orders increasing the total construction cost of the project from \$77,832.59 to \$90,164.59. The additions included in the two change orders include:

1. Shower doors for walk-in shower conversion;
2. Install 8 interior doors, 3 ceiling fans, one light fixture; 3 window bars for home security;
3. Microwave installation over range exhaust externally.

Due to the added tasks, COA is requesting an extension until August 30, 2025 to complete the job.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225103 503434	SHIP2023 Rehab Const String	Decrease	\$59,599.54	\$12,332

Financial Summary:

There is no financial impact on the General Fund. This is a SHIP grant funded project.

Recommendation

Approve Change Orders #1 and #2 increasing the funding amount and extending the completion date for the rehabilitation of 501 Ginwright Court.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Frances De Jesus

City of Kissimmee

Attachment(s):

1. Change Order #1
2. Change Order #2 (2)

EXHIBIT E 001
CHANGE ORDER # _____

OWNER NAME	Louis and Annie Pinellas
PROPERTY ADDRESS	501 Ginwright CT, Kissimmee, FL 34744
CONTRACTOR NAME	Osceola County Council on Aging INC.

The Contract for Rehabilitation Work entered into on May 6, 2025, 2024 by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.	Shower doors for walk in shower conversion to contain water for safety.	\$1,100.00
2.		
3.		
TOTAL CHANGE ORDER AMOUNT		

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$ 1,100.00 for a new total of \$ 78,935.59.

The work completion deadline is June 30, 2025. The deadline is: ☒ extended to August 30, 2025 ☐ not extended.

Chuck Berken 07/16/202
Contractor Signature Date

X [Signature]
Owner Signature Date

City of Kissimmee:

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

Frances De Jesús Date
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

Frances De Jesús Date
Housing & Community Development Manager

EXHIBIT E 002
CHANGE ORDER # _____

OWNER NAME	Louis and Annie Pinellas
PROPERTY ADDRESS	501 Ginwright CT, Kissimmee, FL 34744
CONTRACTOR NAME	Osceola County Council on Aging INC.

The Contract for Rehabilitation Work entered into on May 6, 2025, 2024 by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.	8 Interior Doors; 3 Ceiling Fans; 1 light fixture; 3 Window bars for home security;	\$11,232.00
2.	Microwave installation over range exhaust externally.	
3.		
TOTAL CHANGE ORDER AMOUNT		\$11,232.00

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$ 11,232.00 for a new total of \$ 90,167.95.

The work completion deadline is June 30, 2025. The deadline is: ☒ extended to August 30, 2025 ☐ not extended.

Chuck Berken 07/29/2025
Contractor Signature Date

[Signature] Aug 1, 2025
Owner Signature Date

City of Kissimmee:

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

Frances De Jesús Date
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

Frances De Jesús Date
Housing & Community Development Manager

ITEM 7.L

City Hall building security enhancements

Request

Request to approve security enhancements to the City Hall building totaling \$92,103.

Explanation

With ongoing enhancements to security of all of our City Facilities, this request is to add security enhancements specifically to City Hall parking areas. Commission approval is necessary based upon the total dollar amount of the project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10140103-504646	SSEM002N		\$92,103	\$92,103

Financial Summary:

Funding for this project will come from Development Services account number 10140103-504646 and be placed into Project SSEM002N in the amount of \$92,103.

Recommendation

Approval of funding Project SSEM002N in the amount of \$92,103.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: City Manager
Presenter:

Attachment(s):

1. City Hall Parking Lots Access Control



MILLER ELECTRIC COMPANY
Powering the Possibilities

For:
Austin Blake
City Of Kissimmee

City Hall Parking Lots Access Control Addition
03/20/2025

Proposal: 32262

Presented By: Jonathan Thomas

6805 Southpoint Pkwy
Jacksonville, FL 32216

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the Customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Project Scope

This quote is for the addition of access control to the parking lots adjacent to the east and west sides of the City Hall building. We will have (4) megatower barrier arms and (2) sets of traffic spikes at exits. Work to include all concrete foundations for the towers, including chase pipes. Excavation, concrete and installation of traffic spikes at the exit portions of the parking lots. Exit portions will also include free exit loops and warning signage to drivers about possible tire damage. We will install two pedestals at each entrance to support a card reader as well as an RFID reader. All wiring will be run underground in schedule 80 conduit then transition to EMT where exposed on the building. We will paint the conduit, fittings and clamps a brick color as to maintain the cohesiveness of the building facade. We will install an additional enclosure in the comm room and install additional boards and power supplies to support the access control addition. On the east side of the building we will replace the existing camera to a 180 degree camera to give better views of this area. We will also add access control to the pedestrian gate on the east side parking lot. We will install a reader and strike on the gate and components will be wired back to existing comm room. The City of Kissimmee will need to install a closer for the gate if not present. This quote also includes 50 RFID tags to work in conjunction with the new RFID readers for parking lot access.

KUA will provide power from nearby facilities on each side of the building to power the gate controllers. Miller and its subcontractor will have components ready in a handhole for KUA to make the final connections.

The City will allow for us to place conduit under roadway during the paving process, and will also provide access under the sidewalk on the west side by removing portions of the sidewalk, when needed. We will cut the concrete on east side and the city will be responsible for resurfacing when they resurface the parking lot.

All work to be performed during normal business hours M-F 8a-5p
Permit is included.



Proposal: 32262

Date: 03/20/2025

Bill of Materials

Parking Lot Access Control

QTY	Part	Description	Unit Price	Ext. Price
1.00	Altronix TROVE1M1	TROVE1 & MERCURY BACKPLANE	\$355.45	\$355.45
1.00	Altronix AL600ULXB	12VDC OR 24VDC @ 6 AMP, 115VAC INPUT, AC AND BATTERY MONITOR	\$216.58	\$216.58
1.00	Altronix ACM8	POWER SUPPLY RELAY 8 FUSED RELAY/8 TRIGGERS	\$88.95	\$88.95
2.00	Genetec SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, 2 reader licence connections included). Add GSC-SY-X-1RE if more reader connectio	\$723.43	\$1,446.86
4.00	Genetec ADV-RDR-E-1Y	Genetecâ„¢ Advantage for 1 Synergisâ„¢ Enterprise Reader	\$12.92	\$51.68
2.00	730620 APPLIED WI LR-3000-0-0 UHF EXTRA LONG-RANGE READER		\$2,111.25	\$4,222.50
2.00	40NKS-00-000000	SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EM:32-B,LED:RED,FLSH:GRN,BZR,SRF:ON,IPM:OFF,VEL:OFF,	\$255.58	\$511.16
50.00	Applied wireless WS-UHF-0-0-2622		\$10.92	\$546.00
2.00	The Housing Company PCH049	7X7X4 HOUSING OUTDOOR ENCLOSURE FOR INTERCOM	\$134.22	\$268.44
2.00	The Housing Company PS094-AVIB	94IN PEDESTAL AVI FOR READER	\$501.16	\$1,002.32
2.00	958264 THE HOUSIN AVICLAMP AVI PEDESTAL MOUNTING BRACKET		\$160.45	\$320.90
2.00	The Housing Company PS042B	GOOSENECK PEDESTAL 42" STEEL, BLACK	\$183.85	\$367.70
1.00	4461111WBT		\$1,290.44	\$1,290.44
2.00	Ditek DTK-3LVLPX	3 PAIR - 14V - TERMINAL STRIP 16-22AWG	\$55.82	\$111.64
2.00	DTK-4LVLPX		\$74.04	\$148.08
2.00	CARD READER SURGE PROTECTOR PROTECTS POWER/LED/DATA LINES 4PR SERIES CONNECTED		\$67.88	\$135.76
26.00	1 in. x 8 ft. Industrial Grade Schedule 80 PVC Pressure Pipe		\$63.11	\$1,640.86
40.00	1 in. Center Stop PVC Coupling		\$0.87	\$34.80



1.00	Conduit Fitting for Cantex PVC Conduits 1 in. Electrical Metallic Tubing (EMT) One-Hole Strap (50- Pack)		\$20.53	\$20.53
4.00	1 in. x 10 ft, Electrical Metallic Tubing (EMT) Conduit		\$21.70	\$86.80
8.00	1 in. Electrical Metallic Tube (EMT) Rain Tight Coupling		\$2.73	\$21.84
2.00	2-Gang Deep Metallic Weatherproof Box with (5) 1 in. Holes, Gray		\$20.28	\$40.56
4.00	2-Gang Blank Metallic Weatherproof Cover, Gray		\$4.57	\$18.28
4.00	1-Gang Blank Metallic Weatherproof Cover, Gray		\$1.89	\$7.56
2.00	12X12X12 COMPOSITE BOX WITH LID		\$341.55	\$683.10
1.00	Misc Materials	Misc. Consumables	\$248.40	\$248.40
1.00	Concrete and Masonry CAT20- CLASS310	14" FLOOR SAW GAS	\$372.59	\$372.59
1.00	Permit		\$1,242.00	\$1,242.00

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
8.00 hrs	Osceola - Project Manager	\$115.00	\$920.00
4.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$460.00
32.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$3,040.00
32.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$3,360.00

Material Sub-Total	\$15,501.78
Labor Sub Total	\$7,780.00
Applicable Tax	\$0.00
Parking Lot Access Control Total	\$23,281.78

Pedestrian Gate Access Control

QTY	Part	Description	Unit Price	Ext. Price
1.00	P3818-PVE	AXIS P3818-PVE delivers a 180° panoramic overview of extensive areas with ultra-high resolution images and incredible de	\$1,758.01	\$1,758.01
1.00	Locknetics RS210-10B Electric Rim Strike,		\$339.25	\$339.25



	Surface Mounted, Field Selectable (Safe/Secure), 1/2" Depth, Rim Strike Spacer, 12/24 VDC, Dark Oxidized Satin Bronze Oil Rubbed Finish			
1.00	HID Global 20NKS- 00-000000	SIGNO 20,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EM:32- B,LED:RED,FLSH:GRN,BZR,SFR:ON,IPM:OFF,VEL:OFF, Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, 2 reader licence connections included). Add GSC-SY-X-1RE if more reader connectio	\$248.06	\$248.06
1.00	Genetec SY-MR52- S3	Genetecâ„¢ Advantage for 1 Synergisâ„¢ Enterprise Reader â€” 1 year	\$723.43	\$723.43
1.00	Genetec ADV-RDR- E-1Y		\$12.92	\$12.92
0.25	4461111WBT 4 ELEMENT ACCESS CONTROL CABLE		\$1,290.44	\$322.61
1.00	PVC Junction Box		\$42.12	\$42.12
1.00	Misc Installation Materials	Miscellaneous cables screws terminals, etc	\$124.20	\$124.20

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
8.00 hrs	Osceola - Project Manager	\$115.00	\$920.00
2.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$230.00
8.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$760.00
8.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$840.00

Material Sub-Total	\$3,570.60
Labor Sub Total	\$2,750.00
Applicable Tax	\$0.00
Pedestrian Gate Access Control Total	\$6,320.60

Controlled Lot Installation

Install (4) megatower barrier arms and (2) sets of traffic spikes at exits. Work to include all concrete foundations for the towers, including chase pipes. Excavation, concrete and installation of traffic spikes at the exit portions of the parking lots. Exit portions will also include free exit loops and warning signage to drivers about possible tire damage.

Products included:

- (4) LFT-MATDCBB3 Liftmaster megatower barrier 110/220V gate operator
- (4) LFT-MA024 RDOT 12' arm w/reflector DOT stripes
- (8) DOR-1610-083 Traffic spikes flush mounted w/lockdown
- (4) DOR-1615-080 Warning signs
- (4) safety loops at gates
- (2) free exit loops at exit of lots

QTY	Part	Description	Unit Price	Ext. Price
-----	------	-------------	------------	------------



1.00	Gate Arm Installation	\$62,499.95	\$62,499.95
------	-----------------------	-------------	-------------

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
------------	------------	------------	----------------

Material Sub-Total	\$62,499.95
Labor Sub Total	\$0.00
Applicable Tax	\$0.00
Controlled Lot Installation Total	\$62,499.95

Total

Material Sub-Total	\$81,572.33
Labor Sub-Total	\$10,530.00
Applicable Tax	\$0.00
Total	\$92,102.33

**Total Proposal Amount**

Material Sub-Total	\$81,572.33
Labor Sub-Total	\$10,530.00
Applicable Tax	\$0.00
Grand Total	\$92,102.33



Quote Options



Conditions and Clarifications

	Include	Exclude		Include	Exclude
System Shop Drawings		X	Cable D-rings/ harnessess		X
Submittals		X	Door Locking Hardware		X
Permits		X	Door Frame Preparation		X
System Training by MECO		X	Patching and Painting		X
Structured Cabling		X	Core Drilling		X
120VAC Power		X	Wall Penetrations/sleeves		X
Conduit Stub-Ups		X	Fire Stopping		X
Device Back-Boxes		X	Network Switches		X
Raceway & Rough-in		X	Personnel Lift Equipment		X
Surge Protection		X	Grounding and Bonding		X

Clarifications

- Any custom millwork and fabrication provided by others
- Conduit raceway, unless specifically included in this proposal scope, is provided by others and must be properly sized per NEC and include a pull string
- Any required lighting, emergency lighting or signage provided by others
- Any required scaffolding provided by others
- Any cable to be installed as part of this project scope is assumed to be installed prior to the installation of the ceiling grid or framing. Raceways must be provided above inaccessible ceiling spaces.
- All hazardous materials abatement and removal by others
- Any AHJ requirements to bring the building or portion of the building up to code is excluded from this scope of work
- Miller Electric labor is provided during normal business hours Monday through Friday from 8:00 AM – 5:00 PM. Overtime is not included and may be charged additionally.
- Deliveries will be made during normal business hours. Overtime delivery is not included.
- Maintenance of the network, firewalls, antivirus and defending the integrity of the network against cyber attack is provided by others
- Software maintenance, version upgrades and other administrative data entry (i.e. entry of cardholder data) are excluded unless specifically included in the proposal scope.
- Taxes are excluded unless specifically shown as included in pricing summary lines.
- Miller Electric will dispose of Miller Electric created trash daily within Jobsite provided containers.
- Final testing and system delivery are included as per the project schedule only
- System control code will be turned over after the final payment is received
- The current market for commodities is very volatile. All copper, aluminum, PVC, and steel pricing is based on current market pricing for commodities. This proposal is based on current market pricing for commodity materials as of the date of this proposal, and no contingency is carried for commodities market pricing escalation. Additional costs will apply in the event of market-based commodity materials pricing escalation. Copper is currently at \$_____/pound.

The quoted price set forth herein does not include the cost impact of any tariffs or other taxes or embargos which may be imposed by the United States or any of its trading partners. To the extent the cost of any materials/equipment/items procured in furtherance of a subcontract or purchase order based upon this quotation/proposal is impacted by the imposition of any tariffs, tax or embargo, the actual documented cost of such shall be billed to, and be reimbursed by, Customer, along with any schedule adjustments necessitated thereby.



Proposal: 32262

Date: 03/20/2025

Acceptance

Proposal: City Hall Parking Lots Access Control Addition

The following documents in this proposal are considered binding: Scope of Work, Bill Of Materials, Terms and Conditions Where Applicable

Default payment terms are 50% down with monthly progress billings until the project is complete, unless otherwise negotiated or stated in this proposal.

Proposal Accepted: Miller Electric Company is authorized to proceed with the work as proposed. This proposal is valid for 30 days from 03/18/2025.

Purchaser _____

Seller Miller Electric Company

By _____

By Jonathan Thomas

Title _____

Signature _____

Signature _____

Date _____

Date _____

PO# _____

The above persons represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership, software licenses, and the Warranty.

ITEM 7.M

Disposal of City Assets

Request

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

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items included on the attached list.

The items included on the attached list are slated to be auctioned, junked or scrapped and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. online auction unless otherwise desired by other local governments for purchase at fair market value.

Recommendation

Staff recommends Commission approval to remove these items from the City’s equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. August192025 Asset Disposal

City of Kissimmee
Surplus Property Auction List
Aug-25 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PD379	2006 FORD CROWN VIC PD379		2FAHP71W26X145535	19744
POLICE	MISC ITEMS IN PD379			N/A
PD382	2006 FORD CROWN VIC PD382		2FAHP71W36X145530	19748
POLICE	MISC ITEMS IN PD382			N/A
PD383	2006 FORD CROWN VIC PD383		2FAHP71W56X145531	19749
POLICE	MISC ITEMS IN PD383			N/A
PD384	2006 FORD CROWN VIC PD384		2FAHP71W76X145532	19750
POLICE	MISC ITEMS IN PD384			N/A
PD466	2006 FORD CROWN VIC PD466		2FAHP71V28X151135	20673
POLICE	MISC ITEMS IN PD466			N/A
PD496	2009 FORD CROWN VIC PD496		2FAHP71V59X134279	20700
POLICE	MISC ITEMS IN PD496			N/A
PD504	2009 FORD CROWN VIC PD504		2FAHP71V59X134282	24845
POLICE	MISC ITEMS IN PD504			N/A
PD505	2009 FORD CROWN VIC PD505		2FAHP71V79X134266	20710
POLICE	MISC ITEMS IN PD505			N/A
PD507	2010 FORD CROWN VIC PD507		2FABP7BV4AX123282	20738
POLICE	MISC ITEMS IN PD507			N/A
PD550	2014 FORD EXPLORER PD550		1FM5K8AROEGA55280	22697
POLICE	MISC ITEMS IN PD550			N/A
SA106	2012 GARBAGE TRUCK AUTOCAR SA106		5VCAR8F70H215183	22682
SA107	2012 GARBAGE TRUCK AUTOCAR SA107		5VCAR8F9DH215184	22683

ST147	2008 FORD F250	ST147	1FTSW20548ED38286	20057
INFO TECH	2021 APPLE MACBOOK PRO		C02F1AKEMD6M	25965
INFO TECH	2020 MS SURFACE PRO 3		171833195157	25904
INFO TECH	2018 DELL 3050		98QMN2	25714
INFO TECH	2020 DELL 5540		FZC49Y2	25650
INFO TECH	2019 DELL 7060		4VKC9T2	25254
INFO TECH	2018 APPLE MACBOOK PRO		SC02X83W0JGH6	24919
INFO TECH	2021 APPLE MACBOOK PRO		C02DV0DHMD6R	26179
INFO TECH	2018 DELL 3590		7RQ8FP2	24875
INFO TECH	2017 DELL 5050		7BC2DH2	24213
INFO TECH	2016 MICROSOFT SURFACE 4		121332253853	23897
INFO TECH	2014 HP 800		2UA4290XKR	22990
PW/SANITATION	MOTOROLA MOBILE RADIO XTL5000		500CKX0810	21290
PW/SANITATION	MOTOROLA MOBILE RADIO		500CLF0798	20730
PW/SANITATION	MIDSPEC MOBILE RADIO MSC2000		722CFP0060	19006

City of Kissimmee
Surplus Property Auction List
Aug-25 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PW/SANITATION	HP LASERJET 4000			13024
PW/SANITATION	MOTOROLA MOBILE RADIO		481AUJ0011	13921
PW/SANITATION	MOTOROLA MOBILE RADIO		481AUJ0013	13931
PW/SANITATION	MOTOROLA MOBILE RADIO XTL5000		500C6Z1646	19922
PW/SANITATION	MOTOROLA MOBILE RADIO		500CLF0803	20735
PW/SANITATION	MOTOROLA MOBILE RADIO XTL5000		500CKX0817	21255
PW/SANITATION	MOTOROLA MOBILE RADIO XTL5000		500CKX0835	21258
PW/SANITATION	MOTOROLA MOBILE RADIO XTL5000		500CKX0840	21264
PW/SANITATION	MOTOROLA MOBILE RADIO XTL5000		500CKX0816	21291
PW/SANITATION	ALL IN ONE RFID READER		VR-027925	23274
PW/SANITATION	ALL IN ONE RFID READER		VR-027948	23275
PW/SANITATION	ALL IN ONE RFID READER		VR-027947	23277
PW/SANITATION	ALL IN ONE RFID READER		VR-02793A	23279
PW/SANITATION	MOTOROLA MOBILE RADIO		481AUJ0021	23286
PW/SANITATION	MOTOROLA MOBILE RADIO XTL5000		500CGZ1649	25181
PW/SANITATION	ALL IN ONE RFID READER		VR-02792A	25721
PW/SANITATION	ALL IN ONE RFID READER		VRSN0000 42985	26087

ITEM 7.N

Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) Letter of Support for FY 2024

Request

Approval to submit a letter of support for FY 2024 funding requests

Explanation

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) has allocated funding in the amount of \$97,554.00 to be used to address problems of illegal drug use, violent crimes and improvements to the criminal justice system within Osceola County. The availability of this funding was advertised by the Osceola County Board of County Commissioners who serve as the coordinating unit of government in this County. The applicants presented the projects below before the Substance Abuse and Violent Crime Policy Advisory Board for review and selection of projects to be funded.

This process requires 51% of the local governments within the County to support the recommendations of projects made by the Substance Abuse and Violent Crime Policy Advisory Board. As such, the City is being asked to provide a letter of support to be included in the application. As a local municipality, the City has a representative from the Kissimmee Police Department on the Board. The recommended projects, as decided by the SAVCP Board are as follows:

Sub-recipient	Title of Project	Proposed Award
Osceola County Corrections	Cell Door Upgrades	\$20,530.00
Osceola County Sheriff's Office	Multi- Biometric Identification System (MBIS)	\$18,024.00
Kissimmee Police Department	Alternate Light Source	\$34,000.00
City of St. Cloud/ St. Cloud Police Department	License Plate Recognition	\$25,000.00
Total Federal Funds		\$97,554.00

This grant does not require a local match.

Recommendation

Support for grant project submissions.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) JAG Support Letter 2024

City of Kissimmee



OFFICE OF THE CITY COMMISSION

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 - 407.518.1234

August 19, 2025

Cody Menacof, Bureau Chief
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Dear Mr. Menacof,

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Kissimmee approves the distribution of **\$97,554.00** of Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) funds for the following projects within Osceola County:

<u>Sub-Recipient</u>	<u>Title of Project</u>	<u>Award</u>
Osceola County BOCC/ Osceola County Corrections	Cell Door Upgrades	\$20,530.00
Osceola County BOCC/ Osceola County Sheriff's Office	Multi- Biometric Identification System (MBIS)	\$18,024.00
City of Kissimmee/ Kissimmee Police Department	Alternate Light Source	\$34,000.00
City of St. Cloud/ St. Cloud Police Department	License Plate Recognition	\$25,000.00
Total Federal Funds		\$97,554.00

Sincerely,

Jackie Espinosa, Mayor

cc. Osceola County BOCC
City of St. Cloud



ITEM 8.A

(DKCRA) Recommendation to approve a Resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan

Request

Recommend approval of a Resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan.

Explanation

The City of Kissimmee established the Downtown Kissimmee Community Redevelopment Agency (CRA) in 1992 to address conditions of slum and blight that were present in the Downtown Redevelopment Area. The CRA's activities are guided by the Strategies, Activities and Objectives identified in the Downtown Kissimmee Community Redevelopment Plan. The Downtown Kissimmee CRA updates the Downtown Kissimmee Community Redevelopment Plan periodically to address changing conditions and to identify new projects or programming for implementation. The initial Downtown Kissimmee Community Redevelopment Plan was adopted in 1993. Subsequent updates to the Plan were completed in 2003, 2012 and 2020.

On April 27, 1993, the City Commission adopted Resolution 11-93 and approved the Community Redevelopment Plan for the Downtown Kissimmee (CRA). On May 20, 2003, the CRA Board adopted Resolution 26-2003 and approved the first update to the Community Redevelopment Plan. On November 6, 2012, the CRA Board adopted Resolution 33-2012 and approved the second update to the Community Redevelopment Plan. On July 7, 2020, the CRA Board adopted Resolution 10-2020 and approved the third update to the Redevelopment Plan.

In 2025, the Downtown Kissimmee CRA initiated the fourth update of the Downtown Kissimmee Community Redevelopment Plan. The CRA's staff have been working with Consultant Team, Inspire, to prepare the Redevelopment Plan Update. The Redevelopment Plan Update has been developed through information gathered from public involvement activities, such as an internal staff workshop, a public open house and workshop.

The Redevelopment Plan Update includes goals and objectives that will foster a safe environment for residents, businesses and visitors. The main highlights of the Redevelopment Plan Update are:

- Revising the Four-Point Action Plan to include public safety
- Updating the opportunity sites

In accordance with F.S. Section 163.361, staff is requesting the CRA Board recommend the City Commission approve a Resolution to adopt the Downtown Kissimmee CRA Redevelopment Plan Update. Representatives from Inspire will present information about the Redevelopment Plan Update to the CRA Board.

Recommendation

Recommend approval of a Resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Economic Development

Presenter: David Rodriguez

Attachment(s):

1. DKCRA Resolution (2025 Plan Amendment)
2. DKCRA 2025 Plan
3. DKCRA 2025 Plan Amendment Presentation
4. Proof of Advertisement

RESOLUTION NO. _____

**A RESOLUTION OF THE DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT AGENCY AMENDING
OR MODIFYING THE DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT PLAN; REAFFIRMING
THE FINDING OF THE EXISTENCE OF BLIGHTED
AREAS IN THE CITY, PURSUANT TO SECTION 163.355,
FLORIDA STATUTES.**

WHEREAS, the Florida legislature has enacted the Community Redevelopment Act of 1969 (Chapter 163), in order to provide certain redevelopment powers to eligible municipalities; and

WHEREAS, the City Commission of the City of Kissimmee, Florida conducted a finding of necessity in accordance with Section 163.340, Florida Statutes, to establish the Kissimmee Community Redevelopment Agency in 1991; and

WHEREAS, the Community Redevelopment Agency of City of Kissimmee was adopted by resolution 47-91 in 1991 to rehabilitate, conserve, redevelop, or perform activities of a combination thereof; and

WHEREAS, the Community Redevelopment Agency prepared and adopted the Downtown Kissimmee Community Redevelopment Plan in 1992 that identified a preferred redevelopment strategy and associated programming and infrastructure improvements to address the documented conditions of blight within the Downtown Kissimmee Community Redevelopment Area; and,

WHEREAS, the City of Kissimmee Community Redevelopment Agency authorized updates of the 1992 Downtown Kissimmee Community Redevelopment Plan in 2003, 2012 and most recently in 2019, to continue to address the aforementioned conditions of slum and blight; and,

WHEREAS, the City Commission of the City of Kissimmee, Florida extended the operational timeframe of the Downtown Kissimmee Community Redevelopment Agency to 2053 and renamed the City of Kissimmee Community Redevelopment Agency as the Downtown Kissimmee Community Redevelopment Agency in 2020; and

WHEREAS, the Community Redevelopment Agency adopted the 2020 Downtown Kissimmee Community Redevelopment Plan; and

WHEREAS, the Downtown Kissimmee Community Redevelopment Agency hosted an Open House Public Workshop on July 15, 2025, to solicit public input and present the Downtown Kissimmee Community Redevelopment Plan update process to the residents, business owners and operators, and general public; and,

WHEREAS, the Downtown Kissimmee Community Redevelopment Agency has developed the 2025 Downtown Kissimmee Community Redevelopment Plan that identifies catalytic public investments, public improvements and strategies to address the aforementioned conditions of blight and recommended adoption of same on August 19, 2025; and,

WHEREAS, the 2025 Downtown Kissimmee Community Redevelopment Plan was presented to the City of Kissimmee's Planning Advisory Board (PAB), that acts as the City's Local Planning Agency (LPA), at its August 20, 2025, meeting for review and a determination of consistency with the Goals, Objectives and Policies of the City's adopted Comprehensive Plan; and,

WHEREAS, the 2025 Downtown Kissimmee Community Redevelopment Plan was determined to be consistent with the Goals, Objectives and Policies of the City's adopted Comprehensive Plan by the City of Kissimmee's Local Planning Agency (LPA) at its August 20, 2025, meeting, and was recommended for approval by the Local Planning Agency; and,

WHEREAS, the Kissimmee City Commission has received the recommendation from the City of Kissimmee's Local Planning Agency to adopt the 2025 Downtown Kissimmee Community Redevelopment Plan and a public hearing to be noticed, scheduled and held as required by Subsection 163.361(2), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED by the people of the City of Kissimmee, Florida:

1. The update of the Downtown Kissimmee Community Redevelopment Plan has been completed in accordance with Sections 163.361 & 163.362, Florida Statutes.
2. There still exists a blighted area or areas in the Downtown Kissimmee Community Redevelopment Area, and the rehabilitation, conservation, or redevelopment, or a combination thereof of the area so defined is necessary in the interest of the public safety, morals, or welfare of the residents of the City of Kissimmee.
3. The 2025 Downtown Kissimmee Community Redevelopment Plan update identifies catalytic public investments, public improvements and strategies to address the aforementioned conditions of slum and blight and provides guidance and direction for the Downtown Kissimmee Community Redevelopment Agency activities and programs.

4. Upon adoption of this Resolution, the Downtown Kissimmee Community Redevelopment Agency will adopt the 2025 Downtown Kissimmee Community Redevelopment Plan.
5. This Resolution shall become effective upon adoption by the Downtown Kissimmee Community Redevelopment Agency.

PASSED AND ADOPTED on this _____ day of _____, 2025

ATTEST:

CITY OF KISSIMMEE, FLORIDA

A Municipal Corporation

City Clerk

Honorable, Jackie Espinosa, Mayor

Approved as to Form:

Olga Sanchez de Fuentes, City Attorney

2025
DOWNTOWN
KISSIMMEE CRA
UPDATE





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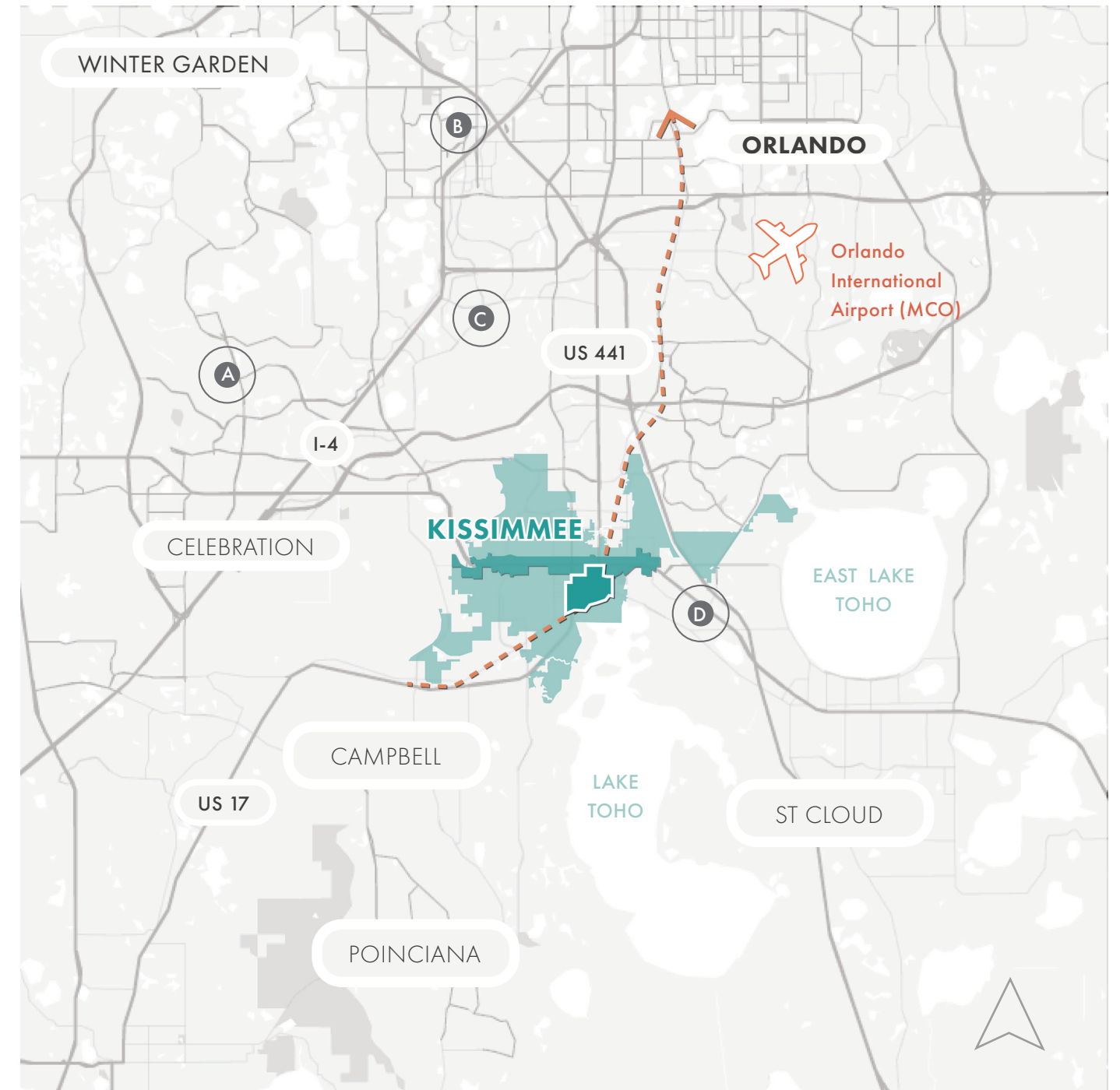
INTRODUCTION

ESTABLISHMENT OF THE COMMUNITY REDEVELOPMENT AGENCY

The Downtown Kissimmee Community Redevelopment Area (CRA) was established in 1992, following the Finding of Necessity that was adopted through Resolution 47-91 in 1991. The 1992 Redevelopment Plan laid the foundation to eliminate conditions of blight that were identified through the Finding of Necessity report. The 2003 Plan Update identified projects and initiatives to facilitate the continued redevelopment of the CRA. It laid the groundwork for the significant accomplishments that occurred that decade, such as initiating improvements to Lakefront Park; completing streetscape improvements along Monument Avenue, Dakin Avenue, and Sproule Avenue; the construction of City Centre (Public-Private Partnership); the establishment of the CRA Overlay District and standards; and more. The 2012 Plan Update continued building upon the goals of the 2003 Plan Update. It refined the community districts established in the 2003 update (renaming them Strategic Investment Areas) to shape the future growth of Downtown by incorporating contemporary planning principles like compact transit-oriented development, mixed-use buildings, energy efficiency strategies, and economic policies to support local job growth. The 2020 Plan update provided further details and renderings for streetscapes, park spaces, placemaking and wayfinding efforts. The 2020 Plan update also addressed larger themes such as a transportation system, potential opportunity sites for infill and/or redevelopment, and administrative or programming strategies to accomplish the Four Point Action Plan.

REGIONAL CONTEXT

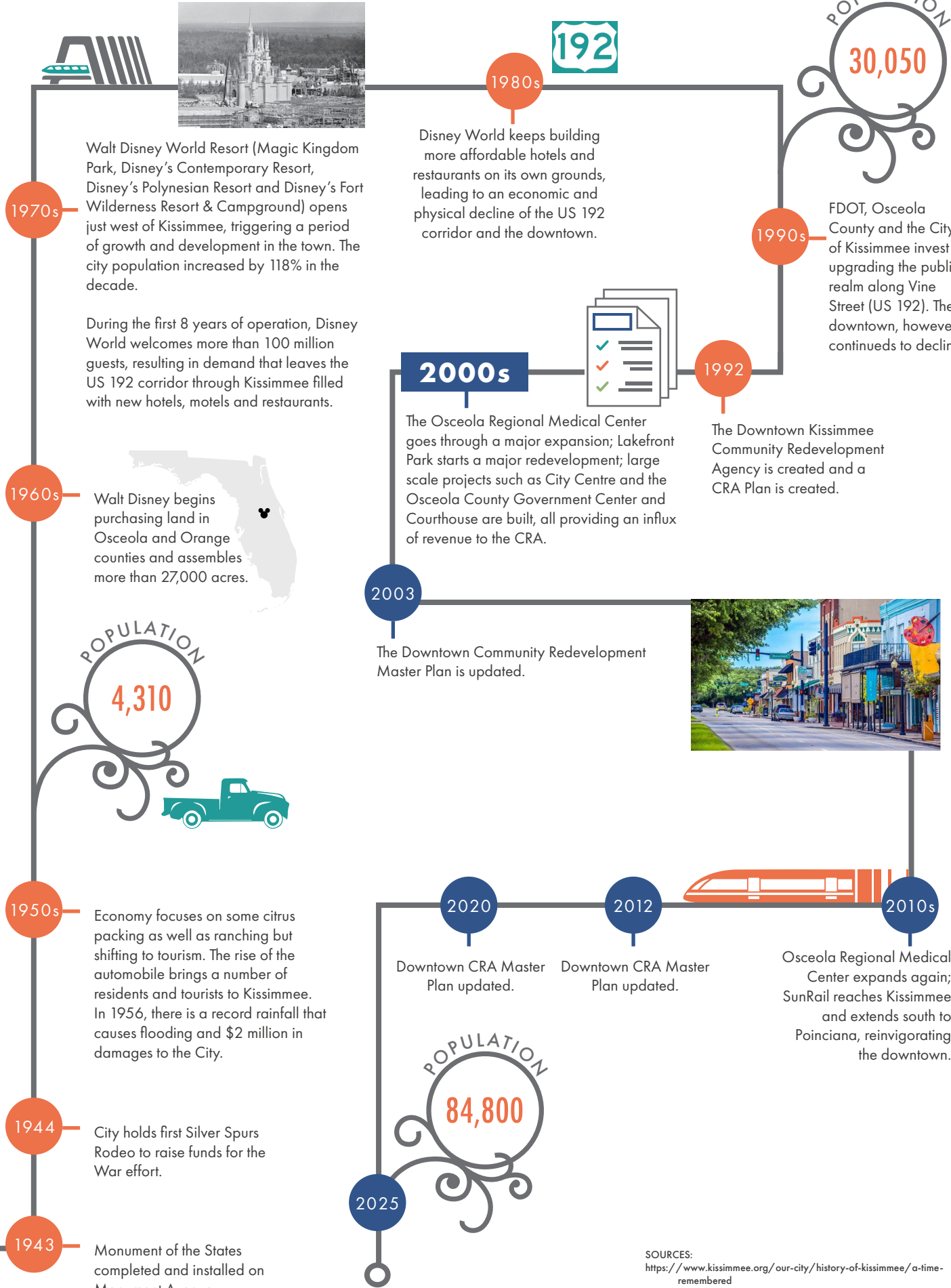
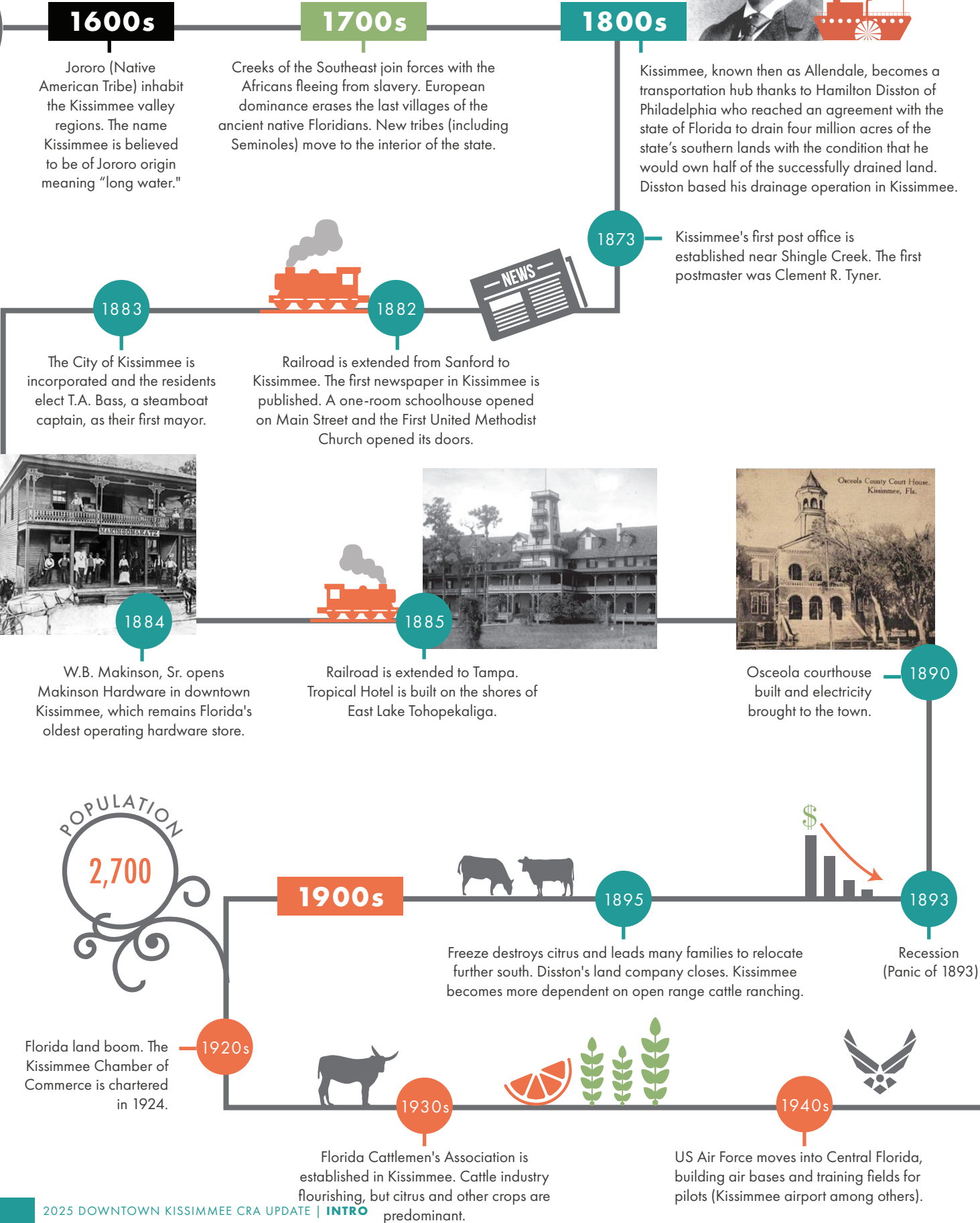
The City of Kissimmee is less than 20 miles and about a half-hour drive from the heart of the City of Orlando. Downtown Kissimmee reflects the State's growth and development history. Its location on the shores of Lake Tohopekaliga creates a quaint, urban background for Downtown on the waterfront. Northwest of the lake and west of the Downtown core is the Beaumont historic neighborhood, which has experienced the effects of Kissimmee's transition from small agrarian town to urban and suburban development associated with the arrival of theme parks in the area. Many of downtown's historic single-family residences have been transformed into apartments or offices, and over several decades, the downtown historic neighborhoods have experienced declining home ownership and lack of private sector investment.



REGIONAL CONTEXT

- Downtown CRA
- Vine Street CRA
- City of Kissimmee
- SunRail
- A Walt Disney World
- B Universal Studios
- C Sea World
- D Neocity

YESTERDAY



SOURCES:
<https://www.kissimmee.org/our-city/history-of-kissimmee/a-time-remembered>
<https://kua.com/blog/kissimmee-gateway-to-walt-disney-world/>
<https://osceolahistory.org/history-of-kissimmee/>
https://en.wikipedia.org/wiki/Hamilton_Disston
<https://www.census.gov/quickfacts/fact/table/kissimmee-city-florida/PST045224>

TODAY

COMMUNITY SNAPSHOT

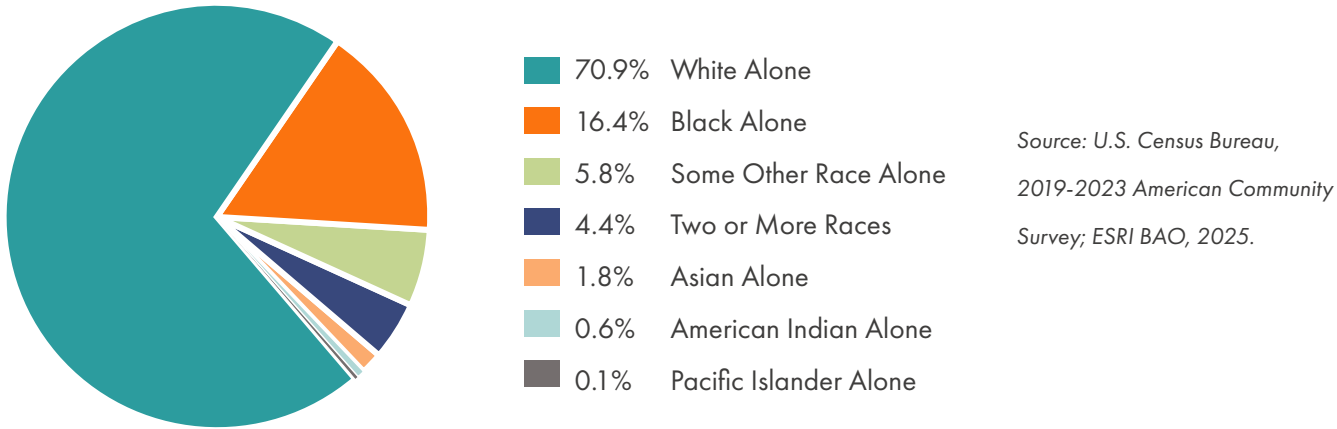
As demonstrated in Figure 1.0, the City of Kissimmee has experienced significant population growth since 1970. New employment opportunities, regional developments, and rapid migration and suburbanization have allowed Kissimmee to grow from just 7,119 residents in 1970 to nearly 85,000 today, with almost 10,000 of those residents arriving in the last five years. In stark contrast, the U.S. Bureau estimates that Downtown Kissimmee’s population stagnated in the decade between 2000 and 2010, going from 2,026 to 2,013. This significant differential in population trends only serves to highlight the need for aggressive reinvestment and improvements within the Redevelopment Area to retain and attract residents.

Figure 1.0 Population in City of Kissimmee



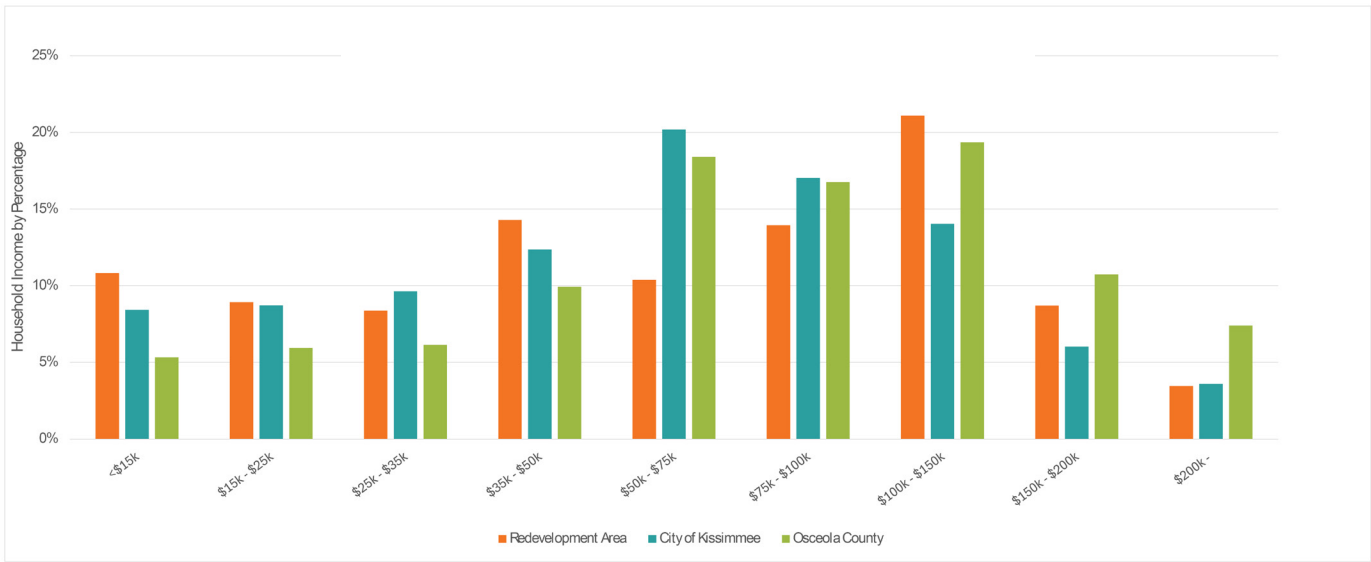
As shown in Figure 1.1 (next page), the Downtown Kissimmee Community Redevelopment Area has a slightly more diverse population than its encompassing city and county. The CRA's diversity index stands at 87.3, compared with 86.4 and 85.7 for Kissimmee and Osceola County, respectively. While the predominant race is White alone at 47.0 percent, notably over half of the population (of all races) identifies as being Hispanic or Latino ethnicity. This is followed by 38.4% of the CRA population who identify as “Some other race alone” or “Two or more races”. Black residents represent 12.5% of area’s total population, followed by Asian residents, which only comprise less than 2%. The remaining percentage of the population identify as American Indian and Alaska Native alone.

Figure 1.1 Downtown Kissimmee Redevelopment Area Population by Race (2025)



According to 2019 American Community Survey data, there are approximately 895 households within the Redevelopment Area. The 2025 median household income within the Redevelopment Area is \$67,285, a significant increase from the median household income of \$30,777 in 2019. The Redevelopment Area’s occupation split is more heavily reliant in Blue Collar jobs such as Production, Transportation/Material Moving, and Construction/Extraction as compared to the City and County. Additionally, the Redevelopment Area’s unemployment rate of 5.6 percent is higher than the City and County’s (both at 3.6%). The unemployment rate is also 32% higher than the national average despite the majority of its population being within the labor force age range, indicating a need to activate the area’s existing labor pool by encouraging job training and incentivizing new employment opportunities.

Figure 1.2 Annual Household Incomes: Redevelopment Area, City, & County (2025)

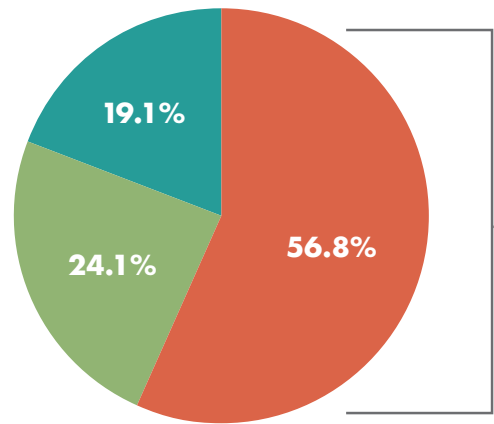


Source: U.S. Census Bureau, 2025; ESRI BAO, 2025

DEMOGRAPHIC TAPESTRY SEGMENTS

One means of analyzing population data and trends is by using Tapestry Segmentation. Tapestry Segmentation provides an accurate description of America’s neighborhoods. In this system, residential areas are divided into 67 distinctive segments based on their socioeconomic and demographic composition, then segments are classified into Life Mode and Urbanization Groups. The three tapestry segments that comprise the Redevelopment Area include A4 Fresh Ambitions, C5 Diverse Horizons, and E6 Family Bonds, which are detailed in the pages ahead. Furthermore, the prevalence of these tapestry segments when compared to all U.S. households are shown in Figure 2.0.

% of Redevelopment Area



% of U.S. Households

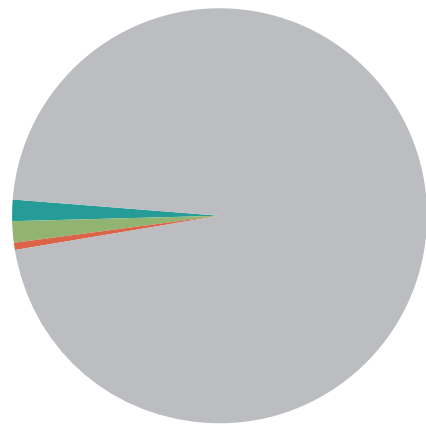


Figure 2.0 Demographic Tapestry
Source: U.S. Census Bureau, 2019-
2023 American Community Survey;
ESRI BAO, 2025.

FRESH AMBITIONS



Average Household Size:
2.85



Median Age:
31.3



Median Household Income:
\$41,775

56.8% of the Redevelopment Area is comprised of Fresh Ambitioners who are typically married couples living in rented multi-unit households. These communities are concentrated in the Mid-Atlantic and Pacific regions, and they comprise large families, including single parents and married or cohabiting couples, often helped by grandparents. About one-third of the population is under 20, and the child dependency ratio is among the highest in the nation. Residents tend to work in skilled and service jobs, and incomes primarily range from low- to middle-tier. These communities’ living arrangements vary widely, including smaller multi-family buildings, single-family homes, and row or townhomes, many built before 1950. Despite varied housing types, they tend to share an urban lifestyle, with nearly half residing in urban centers or suburbs. Although average rents are below the national level, many face a high rental burden.

LIFESTYLE PATTERNS

- Households prioritize affordable shopping, often visiting discount and department stores for everyday needs. Video game–related purchases are common for entertainment.
- Baby products are in high demand, and children influence brand choices.
- Residents are active on social media and avid followers of foreign-language programming on TV and radio.
- Individuals connect with family abroad through instant messaging and video chatting.

DIVERSE HORIZONS



Average Household Size:
2.67



Median Age:
35.2



Median Household Income:
\$65,990

24.1% of the Redevelopment Area are Diverse Horizoners, who are typically married couples, living in rented multi-unit households. Members of these communities, many of whom were born outside the U.S., live in and around metropolitan areas with populations exceeding 2.5 million, commonly located along interstate corridors and on the coasts. Families tend to be large, and a sizable proportion of the population consists of children. Nonfamily households, including individuals living alone, represent about a third of this segment. Residents often work in service and skilled occupations with middle-tier incomes compared to the national average. Parking constraints often limit households to one or two vehicles. There are low levels of housing affordability and members reside in predominantly rental neighborhoods of multiunit structures, many of which were built before 1990. Commuters often use public transportation.

LIFESTYLE PATTERNS

- Residents often shop online for baby accessories and electronics. For other purchases, they tend to shop in person at convenience and discount stores.
- Purchases often center around clothing, food, and supplies for young children. Residents tend to carry a balance on multiple credit cards.
- Individuals make digital payments and use social media to stay in touch with friends and family abroad.
- Residents browse foreign-language websites, watch TV, and read magazines.

FAMILY BONDS



Average Household Size:
3.01



Median Age:
35.5



Median Household Income:
\$72,515

19.1% of the Redevelopment Area are Family Bonders, who are typically are married couples who own single family households. Residents in this segment typically live in and around urban centers and in suburbs in the South and West. The population is younger and has larger family sizes than the U.S. average, and households typically include parents supporting young children, adult children living with parents, and other multigenerational family structures. Single-parent families and households without couples or children are also notably common. One in five residents were born outside the U.S., and the rate of linguistic isolation is more than twice the national average. Employment tends to be in skilled and service-related sectors, including construction, and households typically earn middle-tier incomes. Homes tend to be owner-occupied, single-family detached units built before 1990, with most valued between \$100-300,000. The housing market is characterized by low vacancy rates and moderately high rents.

LIFESTYLE PATTERNS

- These residents primarily shop at large retail establishments and wholesale stores.
- Consumers frequent fast-food restaurants or opt for home-delivered meals.
- Households typically own multiple cell phones and TVs. They rely mainly on mobile internet and use their devices to stream videos and listen to music.
- Foreign-language programming is popular on TV, and playing video games is a common activity among children and young adults.



DOWNTOWN KISSIMMEE CRA

The Downtown Kissimmee CRA is a multi-modal hub with Amtrak, SunRail, and Greyhound stops within the boundaries. Most of the CRA is within a 15-minute walkshed of the transit hubs, with the main Activity Center being within a 5-minute walkshed of the transit hub. Also, within a 5-minute walkshed is the Kissimmee Civic Center, a planned hotel and convention center, a public library, a park, and several education facilities. Downtown's walkable activity center provides promising potential for the future growth of Kissimmee.

POINTS OF INTEREST

- | | |
|--------------------------------|--|
| Educational Facility | Public Library |
| Single-Family Residential | City Hall |
| Multifamily Residential | Historic Courthouse |
| Hospital | Courthouse |
| Groceries | Civic Center (planned hotel/convention center) |
| Lakefront Park | Conservation Area |
| Multi-Modal Transportation Hub | |
| | 5-Minute Walkshed |
| | 10-Minute Walkshed |
| | 15-Minute Walkshed |



IMPLEMENTATION STATUS OF THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT PLAN (2020)

The Kissimmee Community Redevelopment Agency has implemented or initiated many of the redevelopment projects and programming identified in the 2020 Community Redevelopment Plan update. Some of this development in downtown Kissimmee includes: the Toho Square garage completion, the grand opening of the Mosaic Apartments at Lake Toho, the completion of phase one of the Beaumont Redevelopment Project, the adoption of the landscape master plan by VSCRA, the merging of the CRAs with Economic Development, and the Commercial Property Improvement Program (CPIP). The following is the list of the initiatives included in the 2020 Community Redevelopment Plan update and their current status:

	REALIZED	PARTIALLY REALIZED	NOT REALIZED
PLANNING, ADMINISTRATIVE AND REGULATORY INITIATIVES			
Update Downtown CRA Urban Design Manual and Land Development Code			
Prepare a Land Use Assessment and Development Opportunities Master Plan Study			
Prepare Grant Stackings Strategy			
Create a Maintenance Standards Manual			
Prepare a Downtown Real Estate Market and Economic Study			
Branding Study			
Marketing Study (Individual Project Marketing Pieces)			
Neighborhood Planning Program (Develop an ongoing community involvement program in order to gather citizen support for the proposed improvements and also to develop a sense of pride in area residents and merchants)			
CAPITAL IMPROVEMENTS (1-10 YEARS)			
Streetscape Improvements Phase II (Sproule, Dakin, Monument, Darlington and Stewart between Broadway and Church; Broadway between Neptune and Stewart and Emmett Street between Broadway and John Young Parkway)			
Streetscape Improvements Phase III (Sproule from Church to Drury, Dakin from Church to Stewart/Central, Beaumont from Lakewood to MLK, Neptune from Lakeshore to Broadway, Drury from Broadway to MLK, Main from Broadway to Vine)			
Gateways Construction (MLK/JYP, Central/Vine, Emmett/JYP, Neptune/Lawrence Silas)			
Gateways Construction II (Mabbette/Randolph, Hughey/Rose, Mitchell/Neptune, Oak/Palmway, Park/Palmway, Oak/LSB, Park/Main, Oak/Main)			
Bicycle and Pedestrian Improvements (Bike blvds, shared lanes, on-street dedicated lanes consistent with the master plan)			
Neighborhood Improvements (Complete sidewalk network and streetscape improvements including traffic calming, street lighting, canopy trees, bus shelters, signage and wayfinding; pocket park opportunities)			
CAPITAL IMPROVEMENTS (11-20 YEARS)			
Streetscape Improvement Phase IV (Rose from Hughey to Mabbette , Church from Stewart to Main; Oak Street between Main Street and Tohopekalgia, MLK from JYP to roundabout; Central from Vine to MLK, and Oak from Mann to Main.			
Neighborhood Planning and Improvements (Complete sidewalk network and streetscape improvements including traffic calming, street lighting, canopy trees, bus shelters, signage and wayfinding; pocket park opportunities)			



FOUR POINT ACTION PLAN



THE VISION

To be a historic, lakeside “destination-downtown” with established urban neighborhoods interwoven within shopping, employment, entertainment and recreation districts.

The Downtown Kissimmee Community Redevelopment Plan is a blueprint for the Redevelopment Area. Goals and Action Strategies identified in the Plan are based on an analysis of the existing and anticipated physical, regulatory and economic conditions and the aspirations, as well as ideas and input received through a robust public engagement process during the 2020 Plan Update and 2025 Plan Update. The vision for the Downtown Kissimmee Community Redevelopment Area is to be a historic, lakeside “destination-downtown” with established urban neighborhoods interwoven within shopping, employment, entertainment and recreation districts. To support this Vision, the Plan is comprised of four (4) key points to guide potential future capital improvements and the continuing redevelopment of the Downtown Kissimmee Redevelopment Area. These Four Points are to act as the guiding strategies for the Kissimmee Redevelopment Agency when considering potential programming, capital projects and annual work plans for implementation.



01

REINVIGORATE
DOWNTOWN
NEIGHBORHOODS

Downtown Kissimmee reflects Florida's growth and development history. Its location on the shores of Lake Tohopekaliga gives the Downtown a quaint but urban background. Northwest of the lake and west of the Downtown core is the Beaumont Historic Neighborhood, which has experienced the effects of the City's transformation in the late 1900s. The City shifted from small-town agrarian to the development associated with the arrival of theme parks in the area. Many of the downtown's historic, single-family homes have been transformed into apartments or offices, and over the past several decades, the downtown historic neighborhoods have experienced declining home ownership and a lack of private-sector investment.

The vision for reinvigorating the Downtown Neighborhoods is focused on enhancing the public realm to be inviting, safe, and well-connected spaces for its residents and visitors. Public spaces must serve the community in a way that is reflective of their needs and interests. A dog park near multi-family provides greenspace refuge, a Reflection Area in the Medical Arts District provides healing, and entertainment features in the lakefront provides a space for gathering. These spaces are inviting to the residents nearby and can be enhanced with features like butterfly gardens, interactive art, and playgrounds as well as CPTED features to enhance the feeling of safety. The connection of neighborhoods with inviting, multi-modal streets further supports the livelihood of the neighborhood. Lastly, encouragement and enabling of increased home ownership and private-sector development of new residential units, which would update existing development patterns and increase residential densities where appropriate.

Participants in the July 15, 2025 public workshop shared ideas for enhancing parks and public spaces. They emphasized the need for safety features, better bike connections, public restrooms, and entertainment options. There was strong support for adding a dog park, skate/bike park and additional public art in the area.



POTENTIAL NEIGHBORHOOD IMPROVEMENTS

- CRA Boundary
- Vacant Parcels
- Conservation
- 🌴 Proposed Pocket Park
- 🌴 Proposed Community Park
- 🌴 Existing Lakefront Park
- Existing Park
- Neighborhoods
- ... 5-Minute Walkshed
- A Vine Street Pocket Park
- B Mitchell Street Wellness Park
- C W Summer Street Pocket Park
- D W Mabbette Street Pocket Park
- E Emmett Street Pocket Park
- F Hughey Street Pocket Park
- 🐕 Potential Dog Park
- 🔄 Potential Park Enhancements



Kissimmee Lakefront Park | Adobe Stock



Park in NYC | New York City, NY |
Source: <https://www.vice.com/en/article/crowded-parks-nyc-viral-photo-social-distancing-misleading/>



Regenstein Learning Campus designed by Mikyoung Kim Design | Chicago Botanic Garden, Chicago, IL



Phoenix Run Park designed by 3 Ring Studio | Phoenix, AZ

02

UNIFY MOBILITY ENHANCEMENTS & WAYFINDING

THEMES & TREATMENTS FOR THE PUBLIC REALM

Downtown Kissimmee has developed organically over several decades and includes a wide range of architectural styles, roadway types and public landscape treatments.

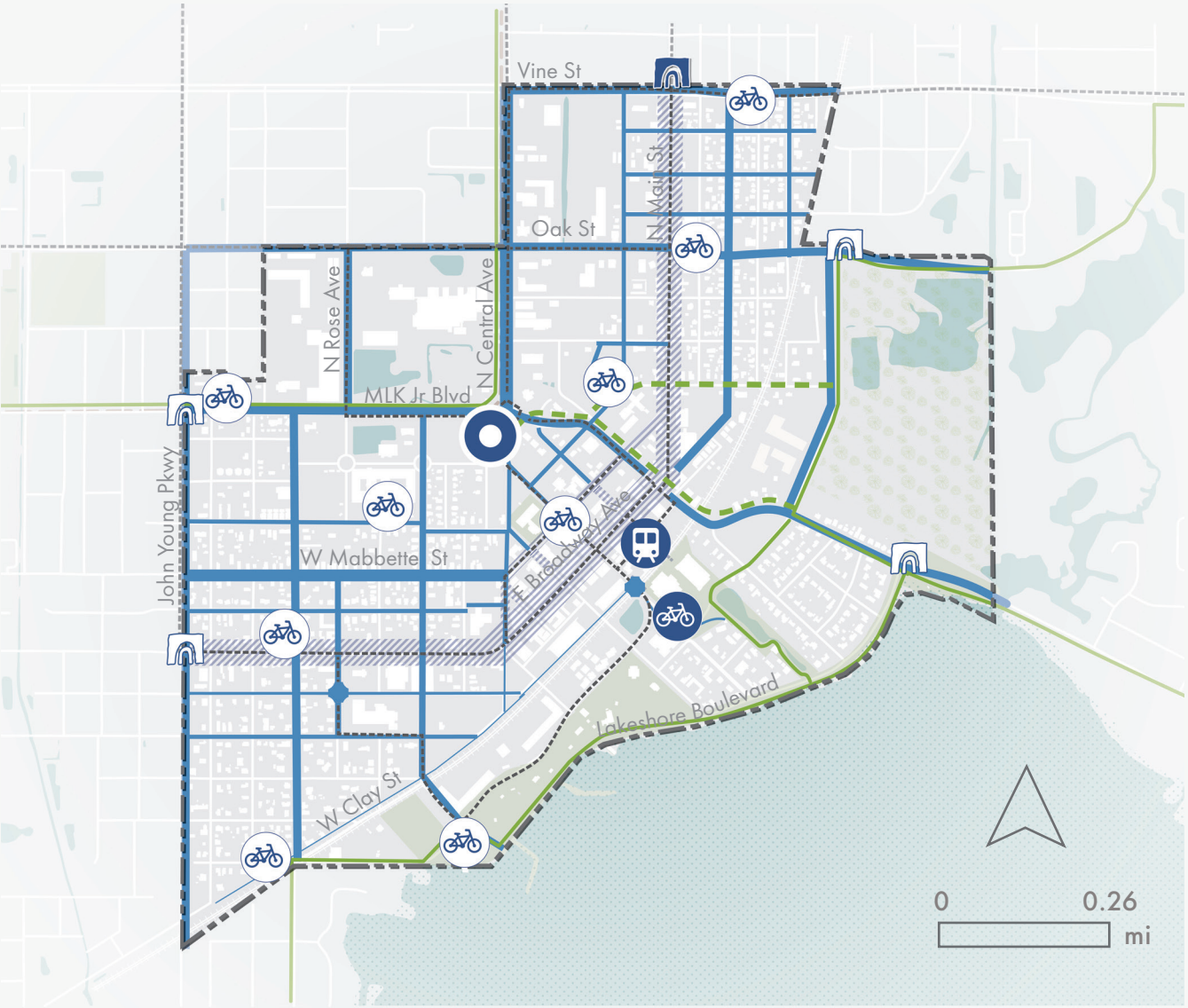
The City land development regulations aim to celebrate and reinforce the historic character and architecture of its downtown and surrounding neighborhoods. While this will enable the development, over time, of a cohesive, related architectural theme for residential and commercial buildings within the Community Redevelopment Area, the public realm (i.e., roadways, streets, commercial corridors and public spaces) currently exhibits the organic, sometimes disparate development styles and patterns that have occurred over several decades.

The vision for the Downtown Kissimmee Community Redevelopment Area includes a cohesive and related development pattern, style and theme as well as improved accessibility, wayfinding, and multimodal connectivity throughout the area. This vision encompasses public spaces, neighborhood pocket parks and green spaces that share a consistent design theme or style.

Also, it further includes commercial corridors, roadways and neighborhood streets that share consistent landscaping and hardscaping themes, and consistent signage and lighting treatments. Community feedback conducted in 2025 highlighted specific priorities for the public realm, including expanded pedestrian infrastructure, better street lighting near residential nodes such as The Allen, and enhanced bike-ability and micro-mobility across the district.

The introduction of a local trolley or shuttle system was also identified as a way to support both residents and visitors in navigating key destinations throughout the CRA. The application of unifying themes or treatments to the public realm and improved wayfinding tools and signage systems will provide a visible “identity” for the Downtown Community Redevelopment Area and establish a visual “sense of place” for downtown Kissimmee.

The Downtown Kissimmee Community Redevelopment Area is a relatively compact area, just over 725 acres,



POTENTIAL MOBILITY & WAYFINDING IMPROVEMENTS

- CRA Boundary
- ==

 Potential Streetscape Enhancements
- ///

 Ongoing Streetscape Enhancements
-

 Existing Bus Routes
- Existing Multi-Use Trail
- - -

 Potential Trail Connection
- Safety Improvement
- Potential Trailhead
- 🚊

 Multi-Modal Transportation Hub
- 🚲

 Potential Bicycle Hotel and Micromobility Hub
- 🚲

 Potential Micromobility Parking
- 🏠

 Potential Gateway (Major)
- 🏠

 Existing Gateway

Participants called for improved safety, walkability, and accessibility. Sidewalk gaps on Allen, Johnston, Clyde, and Sumner were noted. Lighting near The Allen, micro-mobility access, and a grocery store near W. Clay Street were top priorities. Enhancing signage and storefronts along Broadway was seen as key to drawing foot traffic downtown. Residents also supported activating underused corridors like through crosswalk upgrades, code enforcement, preservation incentives, and a potential shuttle or trolley.



including right-of way. It is strategically located in the midst of several of Osceola County’s economic drivers including: the Lake Tohopekaliga waterfront area (tourism/water-based activities), the HCA Florida Osceola Hospital, the Osceola County Government Center and Courthouse, Kissimmee City Hall, AdventHealth-Kissimmee, the Osceola Heritage Park, the Kissimmee Gateway Airport and NeoCity. These employment centers provide job opportunities for City residents, increased economic activity within and around downtown Kissimmee and serve as destinations for tourists, visitors and residents.

At a regional level, downtown Kissimmee is well served by the existing roadway network connecting to the aforementioned economic drivers. The SunRail service provides increased regional access to downtown.

The Freebee service provides essential "last mile" services for Kissimmee residents by providing free transportation between Kissimmee Intermodal Station/SunRail to other major destinations including medical centers, educational and civic institutions, as well as cultural destinations. However, recent public feedback revealed the need for targeted improvements in local sidewalk connectivity, pedestrian crossings, and non-automotive access routes, particularly in residential areas and along key corridors such as Broadway, Sumner, Mabbette, and Johnston Streets. Increasing the variety and public awareness of multi-modal connections between economic drivers will increase economic activity within the downtown and will also make downtown Kissimmee a more desirable residential location of choice.

DOWNTOWN TO WATERFRONT

The vision for connecting the downtown to the waterfront includes improved streetscape, lighting and wayfinding signage along connecting streets leading to the waterfront from downtown and vice versa. The vision also includes non-automobile improvements, such multi-use paths and bike trails to and through downtown to the waterfront. Input received from the community supported efforts to increase the visibility of these connections through clearer signage and safer intersections.

NEIGHBORHOODS TO DOWNTOWN

The vision for connecting the neighborhoods to other parts of downtown includes improved sidewalks, tree lined streets, improved streetscapes, and lighting from the residential neighborhoods to downtown Kissimmee’s primary corridors. Community members specifically identified sidewalk gaps along Clyde Avenue, Allen Street, and Johnston Street, as well as steep or non-compliant driveways on Sumner Avenue, as priority barriers to walkability. Improved lighting and enhanced crosswalks at key intersections were also emphasized as necessary safety measures.

DOWNTOWN & NEIGHBORHOODS TO EMPLOYMENT CENTERS

The vision for connecting the downtown and neighborhoods to the employment centers and economic drivers outside of downtown (i.e., NeoCity, BRIDG, Osceola Heritage Park, Kissimmee Gateway Airport) includes utilizing the regional trail network and multi-use paths along streets such as Neptune Road, Martin Luther King Boulevard and Clay Street to provide a safe connection for pedestrians and bicyclists.

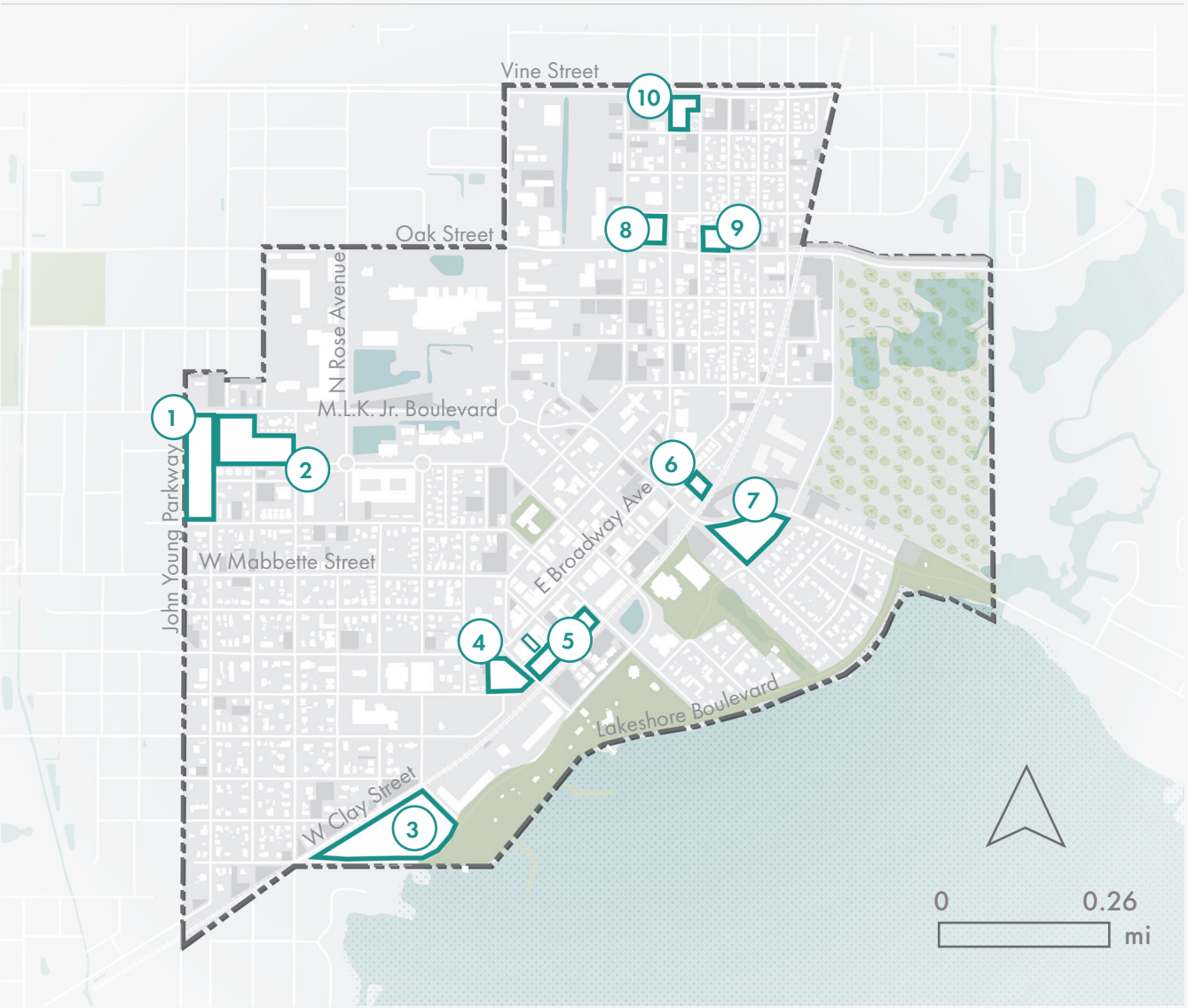
For economic drivers located within and adjacent to the Community Redevelopment Area, the vision for connecting includes improved streetscapes, lighting and wayfinding signage along connecting streets leading to the employment centers from downtown. The CRA’s success in providing seamless interconnectivity within downtown is reliant on strong foundations: sidewalks that accommodate multi-modal options, are ADA accessible, are inviting, and purposeful. A strong foundation of pedestrian infrastructure can be further supported through an additional local shuttle system with clearly defined on/off points throughout the CRA area to further support circulation between destinations.

ACTIVATE OPPORTUNITY SITES

The vision for the activation of the Opportunity Sites includes the development of architecturally compatible, higher density residential uses and mixed-use developments near employment centers; the continued development of the medical services sector and expansion of medical service supported uses; and, the redevelopment and infill development in the Central Business District of underutilized or vacant parcels with a mix of complementary uses. Potential complementary uses may include, but are not limited to, hospitality and entertainment uses, hotel and lodging uses, experiential and specialty retail. In 2025, community members emphasized the importance of providing new retail and dining options to support the growing residential population—particularly working professionals—and to better serve visitors to the area.

Nine sites dot the Kissimmee Redevelopment Area, each bringing diverse prospective development opportunities such as multifamily residences, medical and business offices, resort and hospitality offerings, stormwater and public open space, and urban mixed use. The following pages offer potential redevelopment scenarios that may activate the Downtown Area with additional residential and non-residential uses. Public input suggests that future redevelopment scenarios should emphasize a balance of residential, entertainment, hospitality, and neighborhood-serving retail uses—including flexible community-oriented concepts such as Community Supported Agriculture programs or local bakeries paired with food halls. Additional features such as bike lockers and racks near residential and hotel developments—especially around Lakeshore Park—were also identified as desirable additions to support access and multimodal mobility.

Community members want more retail, dining, and entertainment options to meet growing demand from new housing and working professionals. They also noted that limited attractions make it hard to keep visitors engaged, emphasizing the need to activate underused sites for diverse uses.



POTENTIAL OPPORTUNITY SITES

- CRA Boundary
- Potential Opportunity Sites
- 1 Neighborhood Commercial
- 2 Neighborhood Commercial
- 3 Mixed Use (Residential)
- 4 Mixed Use
- 5 Toho Square Mixed Use
- 6 Mixed Use
- 7 Mixed Use (Residential)
- 8 Mixed Use
- 9 Neighborhood Commercial
- 10 Neighborhood Commercial

Kissimmee Loop Trail Bridge



The Allen | Greystar



Kissimmee CRA Retail Buildings | Kissimmee, FL

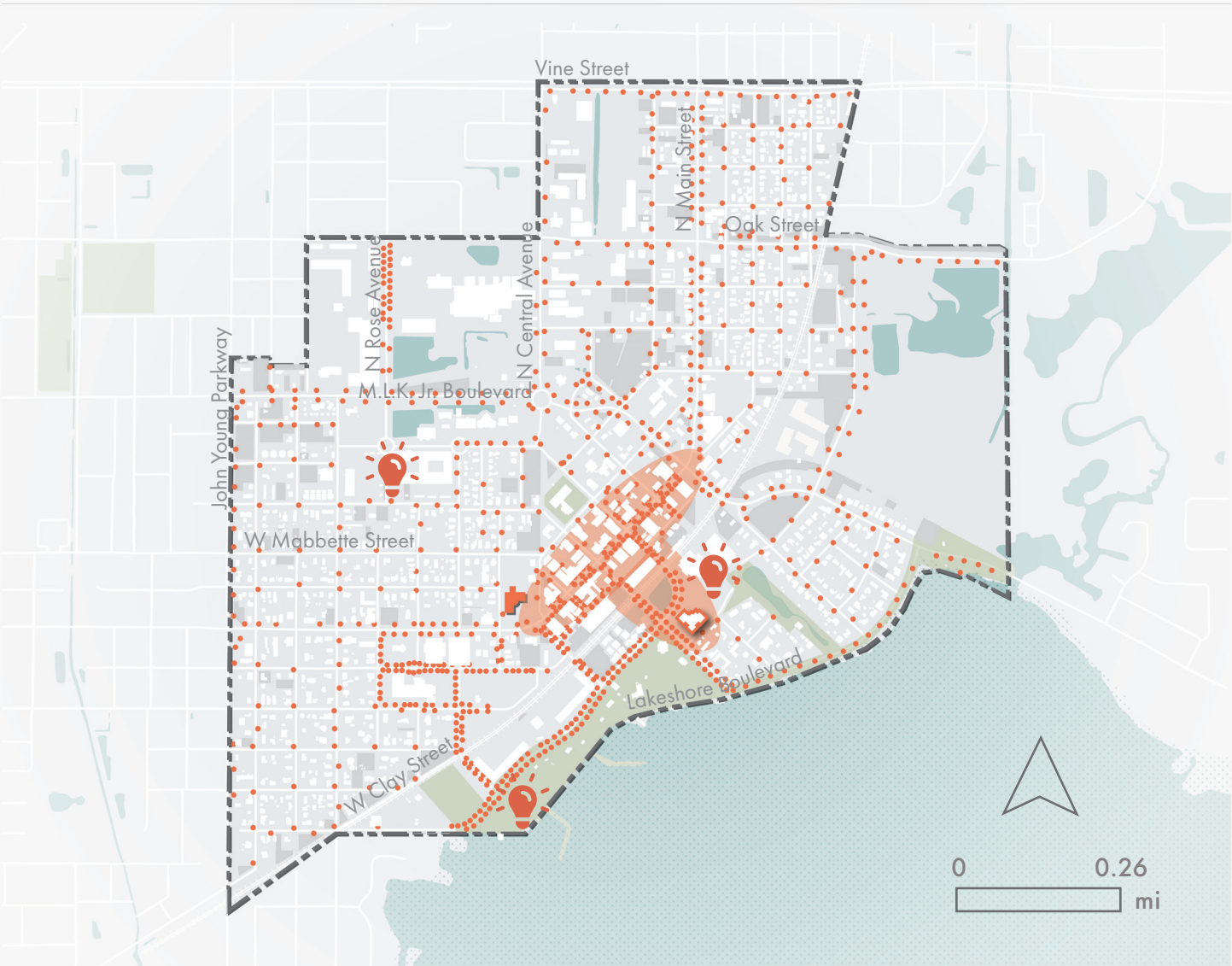
ENHANCE PUBLIC SAFETY

The vision for enhanced public safety is focused on utilizing innovative community policing strategies that respond to both the perception and reality of safety in the Downtown Kissimmee CRA. While conventional policing strategies—such as officer patrolling and camera installations—remain valuable, there are opportunities to improve the programming and implementation of these methods through targeted programming, environmental design, and community collaboration.

An expansion of the conventional policing approaches may include additional policing, assigned by land use or evening-nighttime shifts, to improve hyper-local knowledge of the area and build relationships with residents and business owners. It may also include offering incentives or grants for businesses to install safety measures or correct environmental design elements. Alternatively, an After-Midnight Alcohol Sales Permit may be an effective approach with the support of stakeholders.

Innovative, infrastructure-based, community policing strategies such as implementing Crime Prevention Through Environmental Design (CPTED) elements, Blue light Emergency Towers, and continued placemaking and infill efforts, are all strong methods to address safety perceptions. Lastly, Neighborhood Watch Programs, Police-Youth Partnerships and events, and safety training for vulnerable groups can prove to be both practical and build trust amongst residents in the community.

Participants showed support for stronger community policing with a focus on mental health and addiction response. Community input points to a need for specialized training for local police to handle conflicts related to mental health and drug use. They emphasized the need for improved lighting and safer pedestrian connections. Concerns included library safety, secure storage for personal items, and making public spaces welcoming for all users.



POTENTIAL PUBLIC SAFETY ENHANCEMENTS

- CRA Boundary
- Kissimmee Police Department
- Public Library
- Activity Zone
- Recommended Lighting Improvements
- Streetlights



Blue light Emergency Tower |
Tuscaloosa, AL | Source: https://commons.wikimedia.org/wiki/File:2025-01-08_-_Tuscaloosa,_Alabama,_USA_-_UA_Emergency_Phone.jpg





POTENTIAL IMPROVEMENTS

DOWNTOWN NEIGHBORHOODS

- | | | | |
|----------|-------------------------------|----------|-----------------------------|
| A | Vine Street Pocket Park | E | Emmett Street Pocket Park |
| B | Mitchell Street Wellness Park | F | Hughey Street Pocket Park |
| C | W Summer Street Pocket Park | | Potential Dog Park |
| D | W Mabbette Street Pocket Park | | Potential Park Enhancements |

MOBILITY & WAYFINDING

- | | | | |
|--|------------------------------------|--|---|
| | Potential Streetscape Enhancements | | Potential Trailhead |
| | Existing Multi-Use Trail | | Potential Bicycle Hotel and Micromobility hub |
| | Potential Trail Connection | | Potential Gateway (Major) |

OPPORTUNITY SITES

- | | | | |
|----------|-------------------------|----------|-------------------------|
| 1 | Neighborhood Commercial | 6 | Mixed Use |
| 2 | Neighborhood Commercial | 7 | Mixed Use (Residential) |
| 3 | Mixed Use (Residential) | 8 | Mixed Use |
| 4 | Mixed Use | 9 | Neighborhood Commercial |
| 5 | Toho Square Mixed Use | | |

PUBLIC SAFETY

- | | | | |
|--|-----------------------|--|------------------------|
| | Lighting improvements | | Supportive Patrol Zone |
|--|-----------------------|--|------------------------|



GOALS & ACTION STRATEGIES

A PLAN FOR THE FUTURE

The following Goals and Action Strategies provide an outline for the day-to-day administration of the Downtown Kissimmee Community Redevelopment Agency. The goals and action strategies also present detailed programming options to facilitate the implementation of the Four-Point Action Plan when developing Annual Work Plans and Budgets.

ADMINISTRATION

GOAL 1

The Downtown Kissimmee Community Redevelopment Agency will maintain the requisite administrative and financial mechanisms to ensure the continued cost effective operations of the Agency.

ACTION STRATEGIES

- 1.1 The Downtown Kissimmee Community Redevelopment Agency shall continue to utilize funding derived from tax increment fund revenues and other sources where appropriate, to fund capital improvements, programs and activities identified in the Downtown Kissimmee Community Redevelopment Plan.
- 1.2 The Downtown Kissimmee Community Redevelopment Agency shall coordinate with the City Manager's Office, Development Services Department, Public Works and Engineering Department and Finance Department to develop cost effective, annual budgets and work programs that will provide administrative and operational support for Community Redevelopment Agency activities.

- 1.3 The Downtown Kissimmee Community Redevelopment Agency shall provide a copy of the Agency's Annual Budget to the Clerk of the Osceola County Board of County Commissioners within ten (10) days after its formal adoption by the City.
- 1.4 The Downtown Kissimmee Community Redevelopment Agency shall administer and coordinate the implementation of the Downtown Kissimmee Community Redevelopment Plan with municipal, county and regional redevelopment objectives.
- 1.5 The Downtown Kissimmee Community Redevelopment Agency will maintain a current digital map of the Community Redevelopment Area.
- 1.6 The Downtown Kissimmee Community Redevelopment Agency staff shall attend community redevelopment training, ethics and professional development courses as may be offered by the Florida Redevelopment Association, Florida League of Cities and/or other professional development and training providers.
- 1.7 The Downtown Kissimmee Community Redevelopment Agency Governing Board members shall attend community redevelopment training, ethics and professional development courses as may be offered by the Florida Redevelopment Association, Florida League of Cities and/or other professional development and training providers.
- 1.8 The Downtown Kissimmee Community Redevelopment Agency staff shall schedule and hold regularly scheduled Redevelopment Plan Implementation status meetings and briefings with the Osceola County Board of County Commissioners, district representatives, City Commissioners, and Osceola County Planning and Design Office staff.

- 1.9 The Downtown Kissimmee Community Redevelopment Agency staff shall schedule and hold regularly scheduled Redevelopment Plan Implementation status meetings and/or briefings with the Osceola County representatives of the Orlando MetroPlan Transportation Planning Organization (TPO).

PROJECTS/ACTIVITIES

- Post digital map of the Downtown Kissimmee Community Redevelopment Area boundary online
- Prepare regularly scheduled Community Redevelopment Plan Implementation Status Memos
- Host and Facilitate regularly scheduled Community Redevelopment Plan Implementation Meetings with Osceola County Planning and Design Department staff and representative District County Commissioner(s)
- Initiate reciprocal "Meeting Notifications" to Osceola County Transportation and Transit Department and Osceola County Planning and Design Department and Economic Development staff regarding Downtown Kissimmee Redevelopment Agency Board Meetings
- Register Downtown Kissimmee Community Redevelopment Agency Board Members to attend CRA Basics 101 Training Course provided by the Florida Redevelopment Association (FRA)
- Register Downtown Kissimmee Community Redevelopment Agency Board Members to attend Public Office/CRA Ethics Training Course provided by the Florida League of Cities (FLC)

GOAL 2
The Downtown Kissimmee Community Redevelopment Agency shall adhere to Annual Reporting, Audits and other Special District reporting requirements as prescribed by the Florida Statutes.

ACTION STRATEGIES

- 2.1** The Downtown Kissimmee Community Redevelopment Agency and its operations shall be reviewed and audited annually as part of City of Kissimmee’s Comprehensive Annual Financial Report (CAFR).
- 2.2** The Downtown Kissimmee Community Redevelopment Agency shall ensure that information from the CAFR be incorporated into the Agency’s Annual Reports.
- 2.3** The Downtown Kissimmee Community Redevelopment Agency shall distribute copies of the Redevelopment Agency’s Annual Report and Agency-related portions of the City’s Annual CAFR to the Clerk of the Osceola County Board of County Commissioners on or before March 31st of each year and post the Annual Report on the Downtown Kissimmee Community Redevelopment Agency’s website.
- 2.4** The Downtown Kissimmee Community Redevelopment Agency shall provide the annual fees (Agency Registration Fee) and updates to the Agency’s status to the Office of Special District Accountability at the Florida Department of Economic Opportunity (<http://floridajobs.org/communityplanning-and-development/special-districts/special-district-accountability-program>).

- 2.5** The Downtown Kissimmee Community Redevelopment Agency shall prepare an Annual Audit or shall be included in the City of Kissimmee’s Annual Audit. (www.myflorida.com/audgen).

PROJECTS/ACTIVITIES

- Audit of Downtown Kissimmee CRA as part of City CAFR
- Prepare the Downtown Kissimmee Community Redevelopment Agency’s Annual Report
- Distribute the Downtown Kissimmee Community Redevelopment Agency’s Annual Report and Audit to Osceola County Clerk
- Upload the Downtown Kissimmee Community Redevelopment Agency’s Annual Report and Audit Online
- Annually (September 30), update the Downtown Kissimmee Community Redevelopment Agency’s website posting the Annual Budget (Proposed and Adopted), Board Membership and Contact information

GOAL 3
The Downtown Kissimmee Community Redevelopment Agency shall identify community stakeholders and partners to assist in the implementation of the Redevelopment Plan Goals, Policies, and Projects/Activities.

ACTION STRATEGIES

- 3.1** The Downtown Kissimmee Community Redevelopment Agency shall coordinate with local business associations, merchant groups, Chambers of Commerce and other organizations to facilitate regularly scheduled community briefing and “listening” sessions to provide project updates and identify potential programming needs and opportunities.

- 3.2** The Downtown Kissimmee Community Redevelopment Agency may utilize public-private partnerships, interagency and interlocal agreements where applicable, in accordance with Florida Statutes, to facilitate the implementation of the Downtown Kissimmee Community Redevelopment Plan.

- 3.3** The Downtown Kissimmee Community Redevelopment Agency may contract with professional firms or organizations to implement specific Goals, Policies, Projects/Activities in accordance with Florida Statute requirements, relevant determinations from the Florida Attorney General’s Office, and the adopted purchasing protocols of the City of Kissimmee.

PROJECTS/ACTIVITIES

- Facilitate regularly scheduled community briefing and “listening” sessions with local business associations, merchant groups, Chambers of Commerce and other organizations
- Compile a list of key stakeholders, business representatives, neighborhood representatives and residents for an “invite-list” and “notification-list” for community briefings and listening sessions.

GOAL 4
The Downtown Kissimmee Community Redevelopment Agency shall evaluate opportunities for site and facility acquisition to implement the Goals, Policies and Projects/Activities of the Downtown Kissimmee Community Redevelopment Plan.

ACTION STRATEGIES

- 4.1** The Downtown Kissimmee Community Redevelopment Agency shall prepare a GIS inventory of vacant, publicly-owned, and other properties within the Downtown Community Redevelopment Area for evaluation and consideration of acquisition to facilitate the implementation of the Community Redevelopment Plan.
- 4.2** The Downtown Kissimmee Community Redevelopment Agency may utilize aggregation of parcels and properties within the Downtown Community Redevelopment Area to facilitate the implementation of the Community Redevelopment Plan.
- 4.3** The Downtown Kissimmee Community Redevelopment Agency may utilize public private partnerships, interagency and interlocal agreements, where applicable, in accordance with Florida Statutes, to enable the acquisition of sites and facilities needed to implement the Downtown Kissimmee Community Redevelopment Plan.

- 4.4** The Downtown Kissimmee Community Redevelopment Agency may contract with professional firms or organizations to enable the acquisition of sites and facilities, in accordance with Florida Statutes, and the adopted purchasing protocols of the City of Kissimmee to implement specific Goals, Policies, and Projects/Activities contained in the Downtown Kissimmee Community Redevelopment Plan.

PROJECTS/ACTIVITIES

- Prepare a GIS inventory of vacant, publicly-owned, and other properties within the Downtown Community Redevelopment Area

HOUSING

GOAL 5

The Downtown Kissimmee Community Redevelopment Agency shall promote, encourage and incentivize single-family homeownership within the Redevelopment Area.

ACTION STRATEGIES

- 5.1 The Downtown Kissimmee Community Redevelopment Agency shall establish residential improvement and stabilization grant programs to provide funding for the redevelopment and repair of owner-occupied single family residential structures within the Redevelopment Area.
- 5.2 The Downtown Kissimmee Community Redevelopment Agency shall evaluate the implementation of additional residential improvement programming for existing homeowners within the Redevelopment Area and additional home purchasing assistance (e.g. down payment assistance and closing cost assistance) programming for those seeking to buy a home within the Redevelopment Area.
- 5.3 The Downtown Kissimmee Community Redevelopment Agency shall evaluate for implementation the potential use of Tax Increment Fund (TIF) rebates/recapture programs to encourage the purchase and occupancy of single family residences by City and County employees.
- 5.4 On a regular basis, the Downtown Kissimmee Community Redevelopment Agency shall offer residents who live within the Redevelopment Area legal education and consultations regarding title clearing options, resources, services and home purchasing processes.

PROJECTS/ACTIVITIES

- Facilitate homeownership educational workshops for residents of the CRA to provide information and guidance about available home ownership programming, heir rights, title clearances and home financing options.

GOAL 6

The Downtown Kissimmee Community Redevelopment Agency shall support the City of Kissimmee in preserving the Downtown’s rich inventory of historic housing and neighborhoods.

ACTION STRATEGIES

- 6.1 The Downtown Kissimmee Community Redevelopment Agency shall research funding opportunities to create a historic housing restoration grant program to protect historic structures from demolition.
- 6.2 The Downtown Kissimmee Community Redevelopment Agency shall work with City Staff to develop incentives that encourage property owners of historic single-family to office conversions to revert their structures back to single family uses.
- 6.3 The Downtown Kissimmee Community Redevelopment Agency shall work with City Staff to develop regulatory policies that discourage the conversion of single family homes into professional office uses within the Redevelopment Area.



GOAL 7

The Downtown Kissimmee Community Redevelopment Agency shall support the City of Kissimmee’s efforts to encourage the development of a variety of housing products and price points within the Downtown Kissimmee Community Redevelopment Area.

ACTION STRATEGIES

- 7.1 The Downtown Kissimmee Community Redevelopment Agency shall work with City Staff to provide incentives in the Land Development Code that encourage the inclusion of low-income dwelling units in market rate housing projects.
- 7.2 The Downtown Kissimmee Community Redevelopment Agency shall develop a marketing strategy and plan to incentivize developers and investors to construct multifamily housing projects that are supportive of students, professionals, and extended-stay patients (and their families) within the Central/Medical District.
- 7.3 The Downtown Kissimmee Community Redevelopment Agency shall collaborate with City Staff to develop regulatory incentives (such as density or intensity bonuses) for high-density mixed-use development within one quarter mile of the Downtown Kissimmee Intermodal Station.
- 7.4 The Downtown Kissimmee Community Redevelopment Agency shall work with City Staff to incentivize the construction and rehabilitation of low-density residential developments within existing single family neighborhoods.
- 7.5 The Downtown Kissimmee Community Redevelopment Agency shall establish an inventory of all lots and parcels within the Redevelopment Area that are not in conformance with minimal lot size standards and identify immediate opportunities for aggregation of

substandard lots into parcels that conform with the City’s land development regulations.

- 7.6 The Downtown Kissimmee Community Redevelopment Agency shall establish working relationships with local landlord associations to address property management issues and provide education to landlords and/or their tenants regarding rental responsibilities and rights.
- 7.7 The Downtown Kissimmee Community Redevelopment Agency shall consider partnering with existing/future employers within the Redevelopment Area to develop a ‘Live Where You Work’ program.
- 7.8 The Downtown Kissimmee Community Redevelopment Agency shall distribute vacant and nonconforming parcel data to local residential developers and home ownership agencies (such as Habitat for Humanity) to encourage the use of these parcels for future development.



ECONOMIC DEVELOPMENT

GOAL 8
The Downtown Kissimmee Community Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.

ACTION STRATEGIES

- 8.1** The Downtown Kissimmee Community Redevelopment Agency shall evaluate additional regulatory and financial incentives to complement existing incentive programs for potential implementation to encourage private sector investment and business development within the Community Redevelopment Area. Regulatory incentive examples may include but are not limited to reduced/waived parking requirements, reduced open space requirements and increased building height limitations where appropriate; financial incentives may include but are not limited to tax-increment recapture programs, tax abatement programs, City and County impact fee reductions or moratoriums, and rental subsidies for targeted businesses.
- 8.2** The Downtown Kissimmee Community Redevelopment Agency shall continue to work with the City’s Economic Development Department, Osceola County, and economic development partners to attract private investment and business relocation to the downtown.

GOAL 9
The Downtown Kissimmee Community Redevelopment Agency will work with the City's Economic Development office to support and further small businesses throughout the CRA.

ACTION STRATEGIES

- 9.1** The Downtown Kissimmee Community Redevelopment Agency shall coordinate with the Orlando Economic Partnership (OEP) and provide information regarding available sites and facilities that may accommodate target industry (e.g. healthcare, advanced sensor technologies, agri-tech/nutraceuticals, manufacturing, aviation/marine/composite materials, information technology/educational services, distribution/logistics and Life Sciences) development.
- 9.2** The Downtown Kissimmee Community Redevelopment Agency shall support local job fairs and business recruitment activities that are targeted towards Redevelopment Area residents and businesses.
- 9.3** The Downtown Kissimmee Community Redevelopment Agency shall coordinate with and support the City’s Economic Development Department’s business recruitment, expansion and start-up of businesses within the Community Redevelopment Area. This support shall include, but is not limited to, the promotion and distribution of educational materials and programming made available from City Business Technical support organizations such as the Small Business Development Center (SBDC), the UCF Downtown Kissimmee Incubator System, Prospera, Kissimmee Main Street, and the Kissimmee/Osceola Chamber of Commerce.

- 9.4** The Downtown Kissimmee Community Redevelopment Agency may provide additional small business and start-up business regulatory and financial assistance during periods of national or state declared emergencies, pandemics or other natural disasters to assist companies and business located within the Downtown Kissimmee Community Redevelopment Area.

GOAL 10
The Downtown Kissimmee Community Redevelopment Agency shall enhance the Agency’s community presence and community awareness of the Downtown Kissimmee Community Redevelopment Area and develop the area as a regional destination.

ACTION STRATEGIES

- 10.1** The Downtown Kissimmee Community Redevelopment Agency shall maintain and update its social media presence as part of its annual operational and administrative activities.
- 10.2** The Downtown Kissimmee Community Redevelopment Agency and the City shall evaluate opportunities to support the development of marketing strategies by local business groups for businesses located within the Downtown Kissimmee CRA.
- 10.3** The Downtown Kissimmee Community Redevelopment Agency shall regularly disseminate information about programs and events on the City’s website and social media platforms.

PROJECTS/ACTIVITIES

- Support ‘branding/marketing’ workshop with local business owners, artists and merchants

- Develop and refine the Downtown Kissimmee Community Redevelopment Area brand(s)
- Utilize newly-developed ‘brand/Images’ in updated print materials detailing the programs and services available through Downtown Kissimmee Community Redevelopment Agency
- Create and implement an updated Downtown Kissimmee Wayfinding Master Plan and Downtown Kissimmee Gateways Master Plan



GOAL 11

The Downtown Kissimmee Community Redevelopment Agency shall capitalize on the City of Kissimmee’s identity as a medical, education and rail transit hub and promote the Downtown Community Redevelopment Area at the regional level.

ACTION STRATEGIES

11.1 The Downtown Kissimmee Community Redevelopment Agency shall evaluate opportunities to participate in regional marketing activities, coop advertisement purchases and other cooperative marketing efforts with City of Kissimmee, Osceola County, and the City of St. Cloud that advance the redevelopment strategies of the Community Redevelopment Agency as part of its annual marketing and event advertisement activities.

GOAL 12

The Downtown Kissimmee CRA shall endeavor to activate the Lake Tohopekaliga Waterfront with connections to the downtown, supportive uses and visitor amenities.

ACTION STRATEGIES

12.1 The Downtown Kissimmee Community Redevelopment Agency shall capitalize on the adjacency to the shore of Lake Tohopekaliga by establishing a connection to the waterfront through wayfinding signage and a highly visible corridor that provides enhanced accessibility, awareness and visibility of Downtown Kissimmee and Lake Tohopekaliga.

12.2 The Downtown Kissimmee Community Redevelopment Agency shall optimize the available lands for redevelopment along the waterfront, while maximizing and protecting views to the lake

through design opportunities for vistas, paseos, breezeways or other elements to enhance physical and visual connections to the lake.

COMMUNITY AND CULTURE

GOAL 13

The Downtown Kissimmee Community Redevelopment Agency shall develop and cultivate a unique brand for Downtown Kissimmee.

ACTION STRATEGIES

13.1 The Downtown Kissimmee Community Redevelopment Agency shall work with the City of Kissimmee Staff, thought-leaders, and members of the business community to develop a unique brand for Downtown Kissimmee that exemplifies it’s rich history, support of small business, and outstanding neighborhoods.

13.2 The Downtown Kissimmee Community Redevelopment Agency shall incorporate its new brand on all future Agency publications and social media platforms.

13.3 The Downtown Kissimmee Community Redevelopment Agency and the City shall evaluate options and alternatives to develop an area “brand” while allowing subdistricts (e.g., “Lake Toho Waterfront District”, “Beaumont District”, “Central Business District”) to have their own brand to distinguish specific areas within the Downtown CRA.

13.4 The Downtown Kissimmee Community Redevelopment Agency shall use the “brand(s)” to develop unique features in the Downtown Kissimmee Community Redevelopment Area (e.g. wayfinding

signs, paver patterns/styles, shade structures, transit stops, amenities, etc.) and incorporate these items into the built environment.

GOAL 14

The Downtown Kissimmee Community Redevelopment Agency shall prioritize marketing efforts for the Downtown Redevelopment Area.

ACTION STRATEGIES

14.1 The Downtown Kissimmee Community Redevelopment Agency, working with the City's Communications Office, shall develop its own social media accounts across multiple platforms, which the Agency shall update regularly with the new events and content regarding the Downtown area.

14.2 The Downtown Kissimmee Community Redevelopment Agency shall develop and distribute an image survey to investors and developers throughout the region to understand Downtown’s unique advantages to prospective investors.

14.3 The Downtown Kissimmee Community Redevelopment Agency shall develop a marketing package for prospective investors that showcases redevelopment and economic development opportunities in Downtown Kissimmee.

GOAL 15

The Downtown Kissimmee Community Redevelopment Agency shall act as a liaison, resource, and advocate for existing and potential businesses within the Community Redevelopment Area.

ACTION STRATEGIES

15.1 The Downtown Kissimmee Community Redevelopment Agency shall research loan and grant opportunities for small businesses for applicability of implementation.

15.2 The Downtown Kissimmee Community Redevelopment Agency shall host quarterly luncheons with Downtown Vendors to discuss the challenges and opportunities facing businesses in Downtown Kissimmee.

15.3 The Downtown Kissimmee Community Redevelopment Agency shall develop and distribute a satisfaction survey to local merchants to understand how the Agency and City of Kissimmee can improve upon existing services.

15.4 The Downtown Kissimmee Community Redevelopment Agency shall support ‘shop local’ campaigns to support small businesses within the Redevelopment Area.



GOAL 16

The Downtown Kissimmee Community Redevelopment Agency shall assist the City of Kissimmee Staff and the Historic Preservation Board in identifying, preserving, and celebrating the City’s historic preservation program.

ACTION STRATEGIES

- 16.1 The Downtown Kissimmee Community Redevelopment Agency shall assist the City in identifying structures suitable for potential local designation and participation in the City’s Historic Preservation programs.
- 16.2 The Downtown Kissimmee Community Redevelopment Agency shall assist the City in nominating historically significant structures for inclusion in the National Historic Register.

INFRASTRUCTURE

GOAL 17

The Downtown Kissimmee Community Redevelopment Agency shall improve multimodal connections between the employment centers located within and adjacent to the Downtown Redevelopment Area and the Downtown Kissimmee Neighborhoods.

ACTION STRATEGIES

- 17.1 The Downtown Kissimmee Community Redevelopment Agency will coordinate with the City’s Public Works and Engineering Department to prioritize and implement multi-purpose paths, bike-lanes, sidewalk and other connections and

improvements to provide safe, lighted, pedestrian and non-automobile connections to and from the Downtown Kissimmee Neighborhoods and Historic Districts, Employment Centers, Lake Tohopekaliga Waterfront, and the Kissimmee Central Business District.

GOAL 18

The Downtown Kissimmee Community Redevelopment Agency shall evaluate and prioritize streetscaping, street lighting and pedestrian safety improvement opportunities throughout the Community Redevelopment Area.

ACTION STRATEGIES

- 18.1 The Downtown Kissimmee Community Redevelopment Agency shall coordinate with the City’s Public Works and Engineering Department to prioritize pedestrian-related improvements located within the Redevelopment Area such as streetscape projects, trail connections, crosswalks, street lighting and sidewalk installations/expansions within the Community Redevelopment Plan and Annual Work Plan and Budget.
- 18.2 The Downtown Kissimmee Community Redevelopment Agency shall coordinate with the City’s Public Works and Engineering Department to identify, evaluate, and prioritize streetscape updates, streetlighting improvements, sidewalk repairs and connections, and improvements to other existing pedestrian ways and paths for inclusion in the Community Redevelopment Agency’s Annual Work Plan and Budget.
- 18.3 The Downtown Kissimmee Community Redevelopment Agency shall, contingent on the

availability of funding sources, include at least one streetscape, sidewalk, crosswalk, street lighting or neighborhood connection improvement project in each years’ Annual Work Plan and Budget.

GOAL 19

The Downtown Kissimmee Community Redevelopment Agency shall give priority to infrastructure improvements and amenity installation that will facilitate new development and redevelopment projects within the Community Redevelopment Area.

ACTION STRATEGIES

- 19.1 The Downtown Kissimmee Community Redevelopment Agency shall evaluate using TIF funds generated from specific projects to facilitate the accelerated installation of improvements or amenities that will mitigate the specific projects’ potential impacts and/or enable the realization of Downtown Kissimmee Community Redevelopment Plan Goals.
- 19.2 The Downtown Kissimmee Community Redevelopment Agency shall coordinate with the Orlando MetroPlan (MPO) to identify, evaluate and recommend corridors to be added to the MPO’s Long-Range Transportation Plan (LRTP) for potential multi-modal improvements that are located within or connect to and serve the Downtown Kissimmee Community Redevelopment Area.
- 19.3 The Downtown Kissimmee Community Redevelopment Agency shall annually prepare MPO grant applications for available potential grant funding opportunities to assist in the implementation of transportation improvements that are located within or connect to and serve the Downtown Kissimmee Community Redevelopment Area.



GOAL 20

The Downtown Kissimmee Community Redevelopment Agency shall assist the City in providing utility and infrastructure improvements that support public events and outdoor activities within the Downtown Kissimmee Community Redevelopment Area.

ACTION STRATEGIES

- 20.1 The Downtown Kissimmee Community Redevelopment Agency shall, where appropriate, consider using accessible ‘festival street’ designs and improvements when considering streetscape improvements or retrofits.
- 20.2 The Downtown Kissimmee Community Redevelopment Agency shall incorporate special event power conduit boxes (i.e. outlet boxes), banner stanchions and “dark-sky” features when evaluating potential streetscape improvements and light pole retrofits or replacements.
- 20.3 The Downtown Kissimmee Community Redevelopment Agency will evaluate and support the improvement and management of public parking facilities in the Downtown Kissimmee Community Redevelopment Area to accommodate special events, outdoor activities and to advance the redevelopment strategies of the Community Redevelopment Agency.



Kissimmee Festival of Lights | Kissimmee, FL | Source: <https://www.kissimmee.org/departments/parks-recreation/special-events-venues/kissimmee-festival-of-lights-2118>

GOAL 21

The Downtown Kissimmee Community Redevelopment Agency shall support the City’s efforts to address stormwater issues and localized flooding within the Community Redevelopment Area.

ACTION STRATEGIES

- 21.1 The Downtown Kissimmee Community Redevelopment Agency shall include stormwater system improvements when designing and constructing streetscape improvements, retrofits and other public improvements within the Downtown Kissimmee Community Redevelopment Area.
- 21.2 The Downtown Kissimmee Community Redevelopment Agency shall coordinate with the Public Works and Engineering Department and the St. Johns River Water Management District (SJRWMD) to identify and prioritize potential stormwater improvements for inclusion in the Redevelopment Agency’s Annual Work Plan and Budget.

PUBLIC SPACE AMENITIES

GOAL 22

The Downtown Kissimmee Community Redevelopment Agency shall evaluate and identify opportunities to improve or provide additional amenities within public spaces within the Community Redevelopment Area.

ACTION STRATEGIES

- 22.1 The Downtown Kissimmee Community Redevelopment Agency shall create an inventory and map of all public and City-owned spaces, canals and park facilities within the Redevelopment Area.
- 22.2 The Downtown Kissimmee Community Redevelopment Agency shall include placemaking projects and CRA-funded amenity maintenance within its Annual Work Plan and Budget.
- 22.3 The Downtown Kissimmee Community Redevelopment Agency shall evaluate and identify opportunities for land acquisition and the demolition of derelict structures, to create additional green and open spaces within the Redevelopment Area.
- 22.4 The Downtown Kissimmee Community Redevelopment Agency shall prepare an inventory and asset location map of existing pedestrian (benches, shade-stops, water fountains, restrooms, etc.) and bicycle amenities (paths/ trails/route signage, bicycle racks, repair/air/tool facilities) within all public parks and spaces and City-owned parcels within the Redevelopment Area.

- 22.5 The Downtown Kissimmee Community Redevelopment Agency shall coordinate biannually with the Public Works Department to identify and prioritize parks and recreation-related improvements within the Redevelopment Area for inclusion in the Annual Work Plan and Budget.
- 22.6 The Downtown Kissimmee Community Redevelopment Agency shall coordinate with the Public Works Department to support improvements, renovations, upgrades, and expansions to the Berlinsky Community House, Kissimmee Civic Center, and other local public spaces located within the Redevelopment Area.
- 22.7 The Downtown Kissimmee Community Redevelopment Agency shall meet annually with respective City departments to determine if population trends necessitate the development of active recreational spaces (such as basketball courts or multipurpose fields) within the Redevelopment Area.
- 22.8 The Downtown Kissimmee Community Redevelopment Agency shall investigate the potential cost and location of accessible public restroom facilities along Broadway Avenue.
- 22.9 The Downtown Kissimmee Community Redevelopment Agency shall analyze the potential cost and location for outdoor exercise equipment within Lakefront Park along multipurpose trails.

GOAL 23

The Downtown Kissimmee Community Redevelopment Agency shall implement activities to establish a distinctive character and identity within the Downtown Redevelopment Area.



ACTION STRATEGIES

- 23.1** The Downtown Kissimmee Community Redevelopment Agency shall install gateway identification at key intersections surrounding the Downtown Redevelopment Area, including the:
- Intersection of Central Avenue with Irlo Bronson Memorial Highway,
 - Intersection of Emmett Street with John Young Parkway, and
 - Intersection of Martin Luther King Boulevard with John Young Parkway.
- 23.2** The Downtown Community Redevelopment Agency shall expand the existing wayfinding signage program implemented throughout Lakefront Park to include directions to locally significant features throughout the central business district, including, but not limited to, City Centre, Kissimmee Main Street, and City Hall.



PUBLIC HEALTH & SAFETY

GOAL 24

The Downtown Kissimmee Community Redevelopment Agency shall advocate for the health and safety of the Redevelopment Area residents, owners and visitors.

ACTION STRATEGIES

- 24.1** The Downtown Kissimmee Community Redevelopment Agency shall encourage residents and visitors to participate in active transportation (walking, biking) and to do so, it shall invest in additional pedestrian and bicyclist infrastructure.
- 24.2** The Downtown Kissimmee Community Redevelopment Agency shall coordinate with law enforcement to educate and enforce traffic laws in order to protect pedestrians and bicyclists.
- 24.3** The Downtown Kissimmee Community Redevelopment Agency shall complete an assessment of street lighting throughout the CRA to improve the safety and aesthetics of the pedestrian environment.
- 24.4** The Downtown Kissimmee Community Redevelopment Agency shall continue installing trees and street furniture throughout the Redevelopment Area to dramatically improve the quality of the pedestrian experience and enhance safety by providing a physical and visible buffer between the pedestrian and the car, and encourage slower traffic speeds.
- 24.5** The Downtown Kissimmee Community Redevelopment Agency shall undergo CPTED Training and identify actionable strategies that can be used by the City of Kissimmee to reduce occurrences of local crime.
- 24.6** The Downtown Kissimmee Community Redevelopment Agency shall create a list of properties that are in danger of becoming deteriorated or dilapidated and coordinate with the City’s Code Enforcement staff to contact those owners and provide tips on avoiding further deterioration.
- 24.7** The Downtown Kissimmee Community Redevelopment Agency shall coordinate with Kissimmee’s Code Enforcement and Police Department to identify and address the abandonment of vehicles, illegal dumping and littering within the Redevelopment Area.
- 24.8** The Downtown Kissimmee Community Redevelopment Agency in conjunction with other public and private agencies shall continue to support ‘Neighborhood Clean-Up’ days/events within the Downtown Redevelopment Area.
- 24.9** The Downtown Kissimmee Community Redevelopment Agency shall host training and educational events to teach citizens safety measures when participating in active transportation.
- 24.10** The Downtown Kissimmee Community Redevelopment Agency shall collaborate with community partners in order to support policies that promote health equity.
- 24.11** The Downtown Kissimmee Community Redevelopment Agency shall develop communication tools (in the form of in-person community engagement and social media) to support efforts of policy initiatives for health equity.

24.12 The Downtown Kissimmee Community Redevelopment Agency shall evaluate public safety improvements for applicability within the Redevelopment Area that include, but are not limited to, on-demand flashing pedestrian crosswalks and emergency call boxes.

24.13 The Downtown Kissimmee Community Redevelopment Agency shall work with City of Kissimmee Staff and Community Leaders to strategically locate and establish a community garden within the Community Redevelopment Area. In addition to these efforts, the Community Redevelopment Agency shall coordinate with local gardeners and/or farmers to provide instructional gardening courses for area residents.

REGULATORY ENVIRONMENT

GOAL 25
The Downtown Kissimmee Community Redevelopment Agency shall continue to enforce and improve the development regulations applicable to the downtown to shape development and redevelopment into pedestrian-friendly environments with a unified character/identity.

ACTION STRATEGIES

- 25.1** The Downtown Kissimmee Community Redevelopment Agency shall work closely with the City of Kissimmee to ensure the Downtown Form-Based Code is adopted and enforced.
- 25.2** The Downtown Kissimmee Community Redevelopment Agency shall work closely with the City of Kissimmee to update the sign code to specifically address signage regulations in the downtown, where signs need to complement the urban form.

25.3 The Downtown Kissimmee Community Redevelopment Agency shall update the master stormwater study to enable the City to continue addressing stormwater requirements on a regional basis, as opposed to site-by-site.

25.4 The Downtown Kissimmee Community Redevelopment Agency shall work closely with the City of Kissimmee to continue working with owners of existing Planned Unit Developments to turn their properties to Transect zoning instead.

25.5 The Downtown Kissimmee Community Redevelopment Agency shall consider developing regulations that would prevent the conversion of single family homes in the Beaumont Historic District and surrounding area into apartments.

25.6 The Downtown Kissimmee Community Redevelopment Agency should consider developing a plan for establishing common open spaces throughout the downtown to balance the higher densities and intensities expected on private sites.

25.7 The Downtown Kissimmee Community Redevelopment Agency shall develop a policy framework and education tools to use heritage preservation as an economic development tool.

25.8 When writing Requests for Qualifications (RFQs) for the redevelopment of the Kissimmee Civic Center, CEMEX Site, Beaumont Site and any other future redevelopment sites and opportunity sites within the Redevelopment Area, the Downtown Kissimmee Community Redevelopment Agency working in conjunction with the City, shall require the developers to provide public open spaces, improve street connectivity, and allow for multimodal access through the site(s) where appropriate.



57 City Center Shops

TIF REVENUE PROJECTIONS

Roll Year	Taxable Valuation	Estimated Increment Value	County Contribution @ 95%	City Contribution @ 95%	TOTAL TIF
BASE YEAR 1991	\$ 67,434,313				
Actual 2024	\$ 427,027,565				
2025	\$ 491,081,700	\$ 423,647,387	\$ 2,882,696	\$ 1,861,521	\$ 4,744,217
2026	\$ 564,743,955	\$ 497,309,642	\$ 3,383,929	\$ 2,185,196	\$ 5,569,125
2027	\$ 649,455,548	\$ 582,021,235	\$ 3,960,346	\$ 2,557,422	\$ 6,517,768
2028	\$ 746,873,880	\$ 679,439,567	\$ 4,623,226	\$ 2,985,481	\$ 7,608,707
2029	\$ 858,904,962	\$ 791,470,649	\$ 5,385,538	\$ 3,477,750	\$ 8,863,288
2030	\$ 987,740,706	\$ 920,306,393	\$ 6,262,197	\$ 4,043,859	\$ 10,306,056
2031	\$ 1,135,901,812	\$ 1,068,467,499	\$ 7,270,355	\$ 4,694,884	\$ 11,965,239
2032	\$ 1,306,287,084	\$ 1,238,852,771	\$ 8,429,737	\$ 5,443,562	\$ 13,873,299
2033	\$ 1,502,230,147	\$ 1,434,795,834	\$ 9,763,025	\$ 6,304,543	\$ 16,067,568
2034	\$ 1,727,564,669	\$ 1,660,130,356	\$ 11,296,307	\$ 7,294,671	\$ 18,590,978
2035	\$ 1,986,699,369	\$ 1,919,265,056	\$ 13,059,581	\$ 8,433,318	\$ 21,492,899
2036	\$ 2,284,704,275	\$ 2,217,269,962	\$ 15,087,347	\$ 9,742,762	\$ 24,830,109
2037	\$ 2,627,409,916	\$ 2,559,975,603	\$ 17,419,277	\$ 11,248,622	\$ 28,667,900
2038	\$ 3,021,521,403	\$ 2,954,087,090	\$ 20,100,997	\$ 12,980,362	\$ 33,081,359
2039	\$ 3,474,749,614	\$ 3,407,315,301	\$ 23,184,975	\$ 14,971,863	\$ 38,156,837
2040	\$ 3,995,962,056	\$ 3,928,527,743	\$ 26,731,549	\$ 17,262,088	\$ 43,993,638
2041	\$ 4,595,356,364	\$ 4,527,922,051	\$ 30,810,110	\$ 19,895,848	\$ 50,705,958
2042	\$ 5,284,659,819	\$ 5,217,225,506	\$ 35,500,454	\$ 22,924,671	\$ 58,425,126
2043	\$ 6,077,358,792	\$ 6,009,924,479	\$ 40,894,351	\$ 26,407,819	\$ 67,302,169
2044	\$ 6,988,962,610	\$ 6,921,528,297	\$ 47,097,332	\$ 30,413,438	\$ 77,510,769
2045	\$ 8,037,307,002	\$ 7,969,872,689	\$ 54,230,760	\$ 35,019,900	\$ 89,250,659
2046	\$ 9,242,903,052	\$ 9,175,468,739	\$ 62,434,202	\$ 40,317,331	\$ 102,751,533
2047	\$ 10,629,338,510	\$ 10,561,904,197	\$ 71,868,160	\$ 46,409,377	\$ 118,277,537
2048	\$ 12,223,739,287	\$ 12,156,304,974	\$ 82,717,213	\$ 53,415,230	\$ 136,132,442
2049	\$ 14,057,300,180	\$ 13,989,865,867	\$ 95,193,623	\$ 61,471,960	\$ 156,665,583
2050	\$ 16,165,895,207	\$ 16,098,460,894	\$ 109,541,494	\$ 70,737,201	\$ 180,278,695
2051	\$ 18,590,779,487	\$ 18,523,345,174	\$ 126,041,547	\$ 81,392,227	\$ 207,433,774
2052	\$ 21,379,396,411	\$ 21,311,962,098	\$ 145,016,607	\$ 93,645,507	\$ 238,662,114
			\$ 1,080,186,934	\$ 697,538,411	\$ 1,777,725,345

County Millage	7.16
City Millage	4.62

Total County Contribution	\$ 105,868,052
Total City Contribution	\$ 68,365,049

Total TIF Estimated	\$ 174,233,101
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APPENDIX

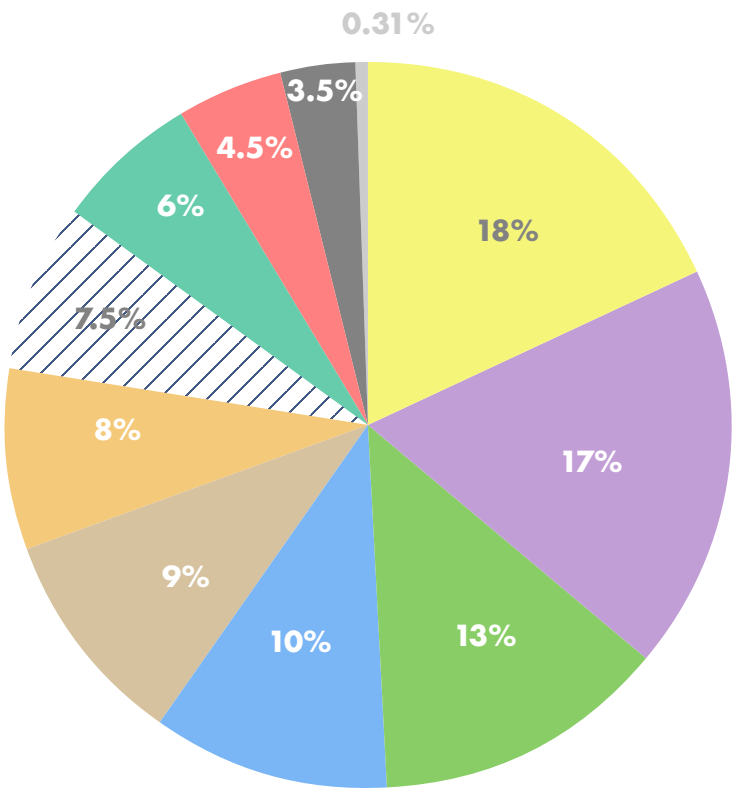
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for formatting purposes.

EXISTING LAND USE

Existing land uses determine the Redevelopment Area’s tax base, which then defines the amount of funds available to the CRA for redevelopment projects. As shown in Figure 3.0 and Figure 3.1, the predominant land uses within the Downtown Kissimmee Redevelopment Area are single family residential (18%), vacant (18%), governmental (13%), and non-governmental institutional (11%).The remaining land uses – which includes a mix of residential and nonresidential land uses, comprises less than 10% of the total Redevelopment Area each. Considering that: (1) many institutional uses do not pay taxes (such as churches, nonprofits, and schools), (2) lands with significant wetland features are not likely to be developed, and (3) vacant land, or lands within no associated structure, generally yield less ad valorem revenue than developed land; nearly 260 acres of land within the Redevelopment Area receives at least some form of tax exemption, thus generating less taxable revenue. While institutional uses are unlikely to withdraw from the redevelopment area, the approximately 128 acres of vacant land present an opportunity to enhance the Redevelopment Area through new development and generate additional tax increment revenue for the CRA.

Figure 3.0 Existing Land Use

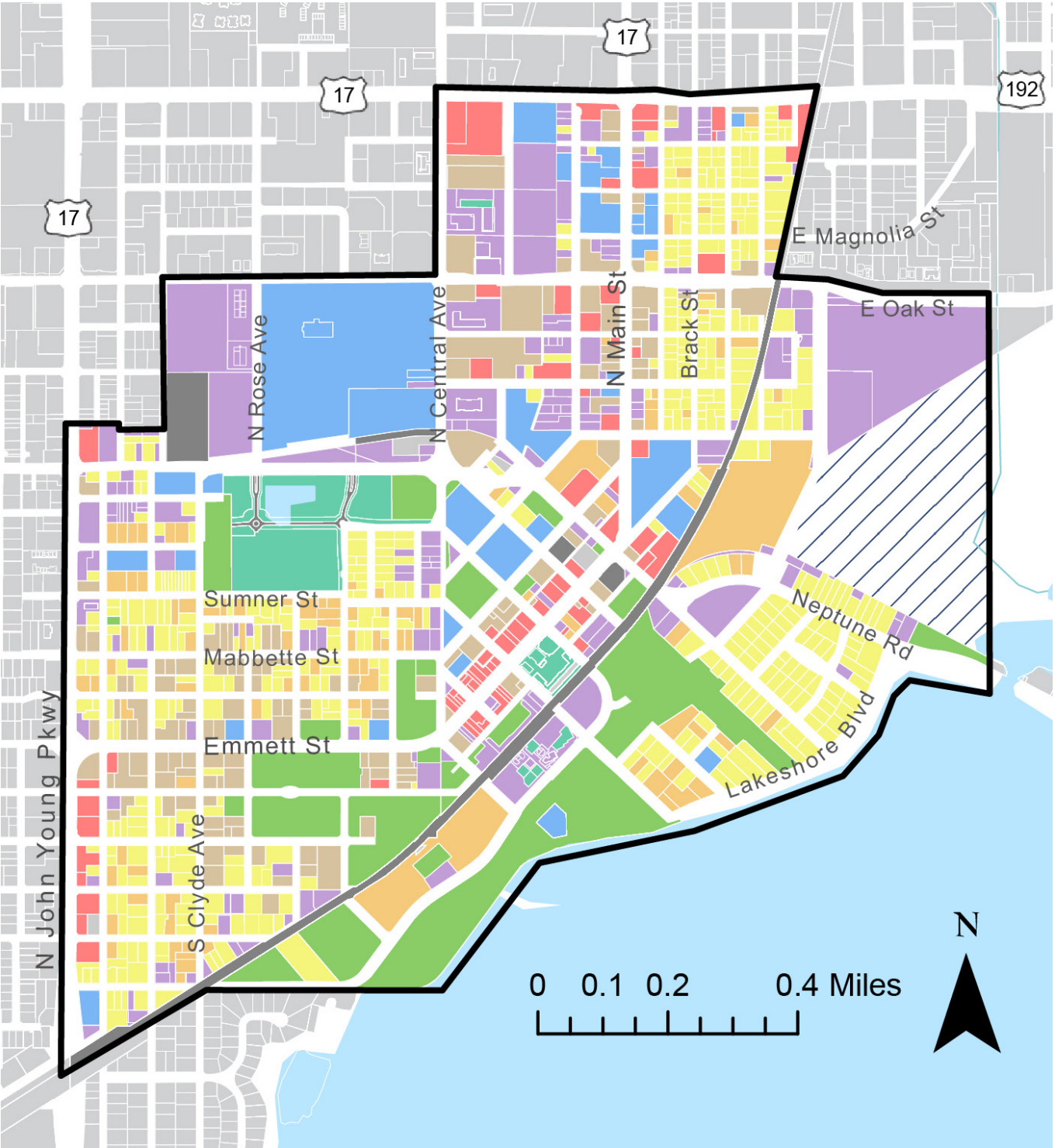
- 18.09% Single Family
- 17.68% Vacant
- 13.14% Governmental
- 10.47% Non-Governmental Institutional
- 9.41% Office
- 8.05% Multi-Family Residential/Condominiums
- 7.54% Wetland
- 6.26% Mixed Use
- 4.49% Commercial
- 3.53% Utilities, ROW, Other
- 0.31% Industrial



NOTES:
¹The provided existing land use categories have been summarized from Department of Revenue (DOR) property codes assessed to parcels throughout the Redevelopment Area.
²The acreages provided in the table were generated based upon the most-recently available Geographic Information Systems (GIS) parcel data provided by the Osceola County Property’s Appraiser’s Office.
³The provided value for each land use is rounded to the nearest whole number, therefore the total may not equal 100%.

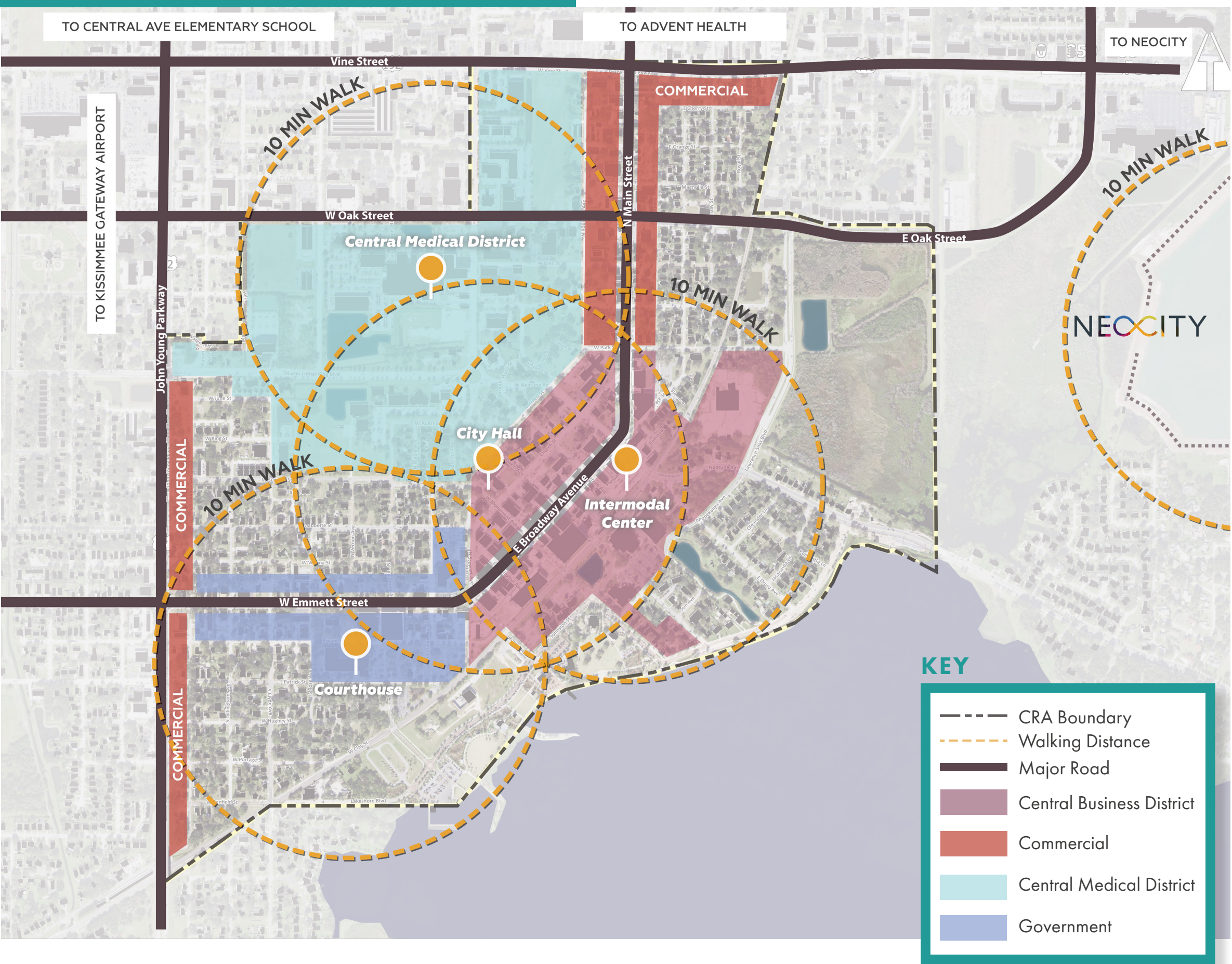
Source: City of Kissimmee, Osceola County Property Appraiser’s Office, Inspire, 2025

Figure 3.1 Existing Land Use



Source: City of Kissimmee, Osceola County Property Appraiser’s Office, Inspire, 2025

EMPLOYMENT DISTRICTS



EMPLOYMENT

According to ESRI’s latest employment estimations, which use census block groups to allocate business summary data, the Downtown Kissimmee Redevelopment Area features approximately 854 businesses that employ an estimated 6,388 workers. The largest industry within the Redevelopment Area (by total number of persons employed) is the ‘Service’ industry with 2,808 employees, which occupies 44.0% of the Redevelopment Area’s total employment market. The ‘Service’ industry includes businesses specializing in hotels and lodgings, motion pictures and amusements, educational institutions and libraries, and general automotive, health, and legal services. Specific examples within the Redevelopment Area include the Osceola Regional Medical Center and the Hart Memorial Central Library. The popularity of this industry is followed by ‘Governmental’ services, which includes a significant number of public sector positions and employs an estimated total of 1,998 people, or 31.3% of all occupied positions within the Redevelopment Area. Both City Hall and the County Administration building are located within the Redevelopment Area. The third largest industry, ‘Finance, Insurance, and Real Estate,’ provides nearly 10% of all employment opportunities within the Redevelopment Area with 632 total employees. These investment-related industries include banks, savings, and lending institutions, security brokers, insurances carriers and agents, and real estate, holding, and other investment offices which can be found throughout the Redevelopment Area.

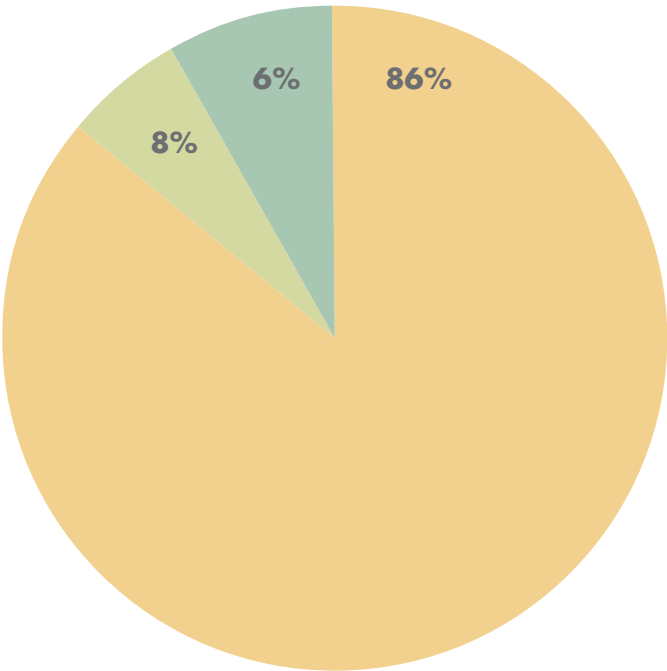
As shown in the Employment District map, many of these industries are concentrated in specific employment districts throughout the Redevelopment Area. For example, medical offices are concentrated around the hospital in the Central Medical District. Alternatively, legal services can be found in the area surrounding the Osceola County Courthouse, identified as the Government District. Assisting the evolution and growth of each district identified in this map with targeted redevelopment projects and programming will allow for more employment and investment activity within the Redevelopment Area for years to come.

FUTURE LAND USE

The City’s Comprehensive Plan includes an adopted Future Land Use Map within the Future Land Use Element that depicts potential future development patterns for the City’s 2030 planning horizon. The primary future land use within the Redevelopment Area is Mixed-Use Downtown (MU-D), which encompasses 86% of the area’s total acreage at 594.3 acres. This designation is intended to act as an activity hub for government centers, retail and business districts, and quiet residential streets with restored structures. On a much smaller scale is Conservation (CONS), which is located to the north of Neptune Road across from Brinson Park and comprises 8% of Redevelopment Area. The CONS designation is intended to protect environmentally-sensitive features and thus, is not suitable for development. The final future land use category, Recreation (REC), rounds out the final 6%, which represents Lakefront and Brinson Parks, as well as the multipurpose trail along Lake Tohopekaliga that connects the two features. This future land use category is intended for active and passive recreational uses and supports minor opportunities for nonresidential development. These future land use categories are further summarized in Figure 4.0 and are shown graphically on Figure 4.1.

Figure 4.0 Future Land Use

- 86.17% Downtown (MU-D)
- 8.24% Conservation (CON)
- 5.59% Recreation (REC)



NOTES:
¹The provided future land use data shown in this table was extrapolated from the future land use shapefile provided by the City of Kissimmee.
²The provided acreages for each future land use category was calculated using GIS data provided by the City of Kissimmee. Please note that the total acreage shown in this table differs from the total acreage shown for existing land use (Table 3.0) due primarily to the exclusion of right-of-ways within this dataset.
³The provided value for each future land use category is rounded to the nearest whole number, therefore the total may not equal 100%.

Source: City of Kissimmee, Osceola County Property Appraiser’s Office, Inspire, 2025

Figure 4.1 Future Land Use Map



Source: City of Kissimmee, Osceola County Property Appraiser’s Office, Inspire, 2025

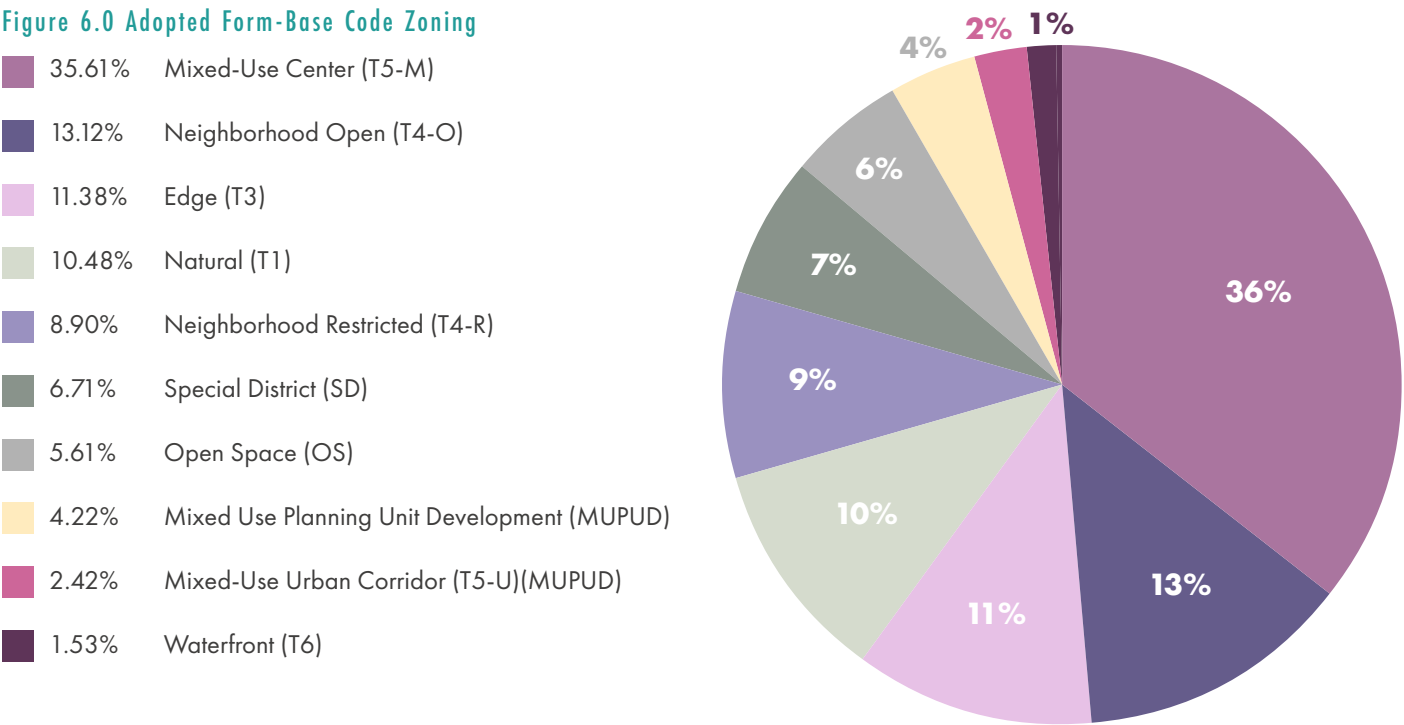
ADOPTED FORM-BASED CODE ZONING

The City of Kissimmee established a Form-Based Code for the Vine Street corridor and Downtown Kissimmee (which includes all lands within the Downtown Redevelopment Area). The purpose of the Form-Based Code is to:

- Promote transit-oriented design
- Encourage infill development
- Facilitate the aggregation of lots
- Encourage and promote redevelopment on underdeveloped sites
- Foster a relationship between new development and existing and proposed transit stop locations and their proximity to the SunRail Facilities in Kissimmee and Osceola County
- Implement the Downtown Community Redevelopment Area (CRA) and Vine Street CRA Master Development Plans.

Form-based codes, unlike traditional zoning districts, focus on urban form and development intensity rather than the separation of uses. The higher the number of a T-zone, the higher the intensity of development. As shown in Figure 6.1, the highest intensity of development (T-6) will occur along the railroad, behind the central business district (City Centre and adjacent sites) and a couple of sites on the waterfront. The next level (T-5) is applied to the great majority of the downtown, excluding the established medium density residential/office neighborhoods (T-4) and low-density neighborhoods (T-3). The hospital site is shown as Special District, as it is assumed that any future expansions or redevelopment happening on that site would need to abide by different set of standards geared to a campus set up. The FBC includes a Special Requirements Plan that, among other things, restricts development along Broadway to three stories and requires ground floor storefronts. The FBC also contains standards that will ensure the scale and design of buildings contribute positively to the public realm.

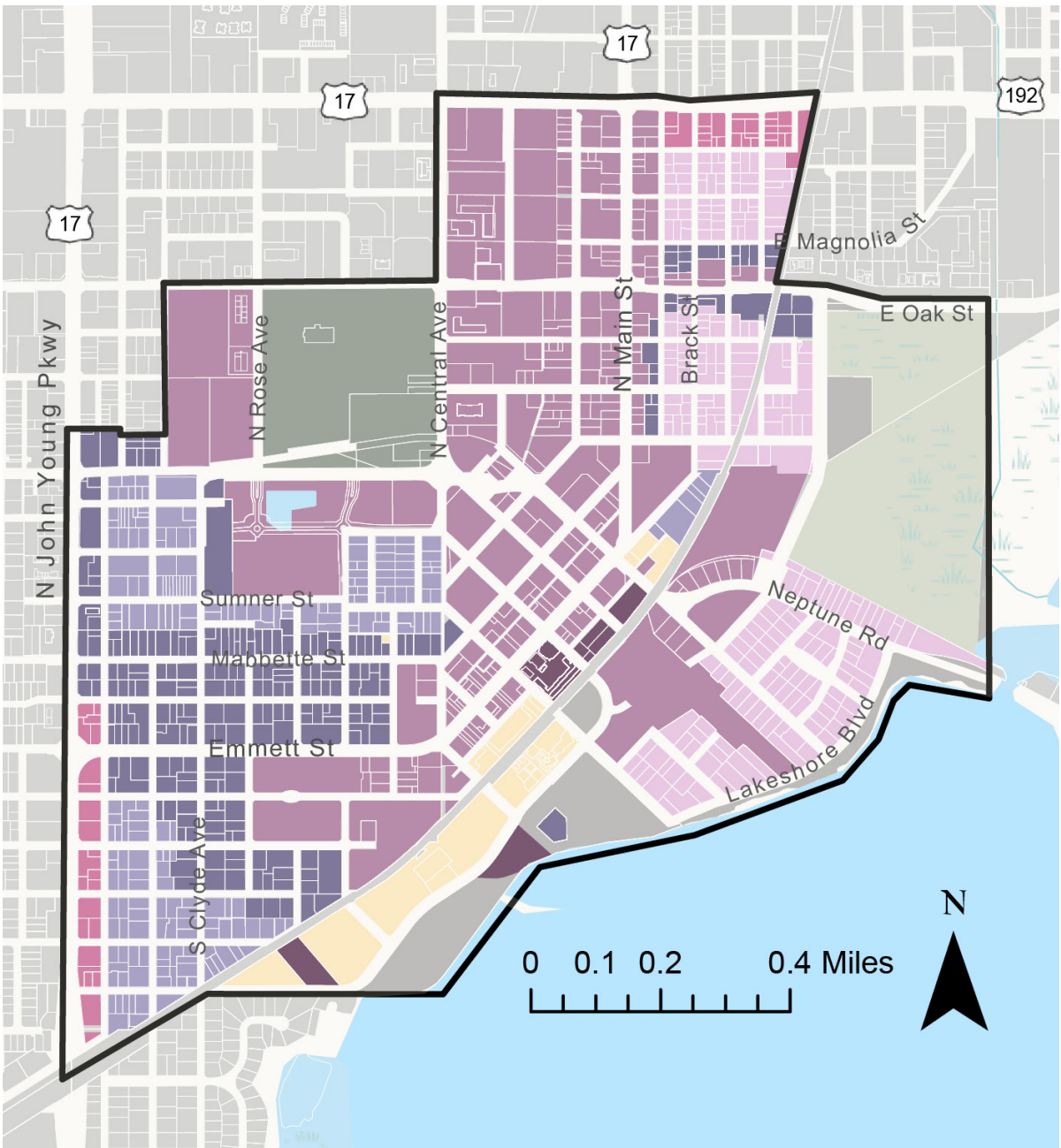
Figure 6.0 Adopted Form-Base Code Zoning



Source: City of Kissimmee, Osceola County Property Appraiser's Office, Inspire, 2025

In the latest iteration of the proposed form-based code, the predominant zoning designation is Mixed-Use Center (T5-M), which covers approximately 244 acres (or 36% of the total area) and permits medium-to-high density residential and intense nonresidential uses. Following T5-M is Neighborhood Open (T4-O), which also allows for a mix of residential and nonresidential uses (albeit at a slightly smaller scale) and totals 13% of the total Redevelopment Area. Edge (T-3) is next largest zoning district at 11% and primarily supports the development and preservation of single-family housing. The remaining districts each comprise 10% or less of the total Redevelopment Area and permit a number of residential and nonresidential activities at varying scales. The proposed zoning composition of the Redevelopment Area is further detailed in Figure 6.0.

Figure 6.1 Adopted Form-Base Code Zoning Map



Source: City of Kissimmee, Osceola County Property Appraiser's Office, Inspire, 2025

HOUSING

A thriving and sustainable community always comprises a healthy mixture of housing stock that provides the basis for living in a live, work, play environment like a downtown. A mixture of quality housing options ensures that the downtown remains active throughout the day rather than an area that only has daytime activity (employment) or night life(bars/nightclubs). The following section identifies the existing condition of the downtown regulatory, physical, and historical housing conditions so the Redevelopment Agency can identify and implement programs through the Goals and Action Strategies that are contextually appropriate.

Regulatory Conditions

The City adopted a form-based code as its zoning regulation through Ordinance No. 3067 in 2022. The Downtown Kissimmee Redevelopment Area is mainly comprised of T5-M Mixed-Use Center, which permits medium-to-high density residential and intense nonresidential uses, typical of a healthy downtown. Please refer to the Form Based Code section on pages 68-69 for more information.

To complement Downtown CRA’s robust employment opportunities, housing options that provide variety and affordability will be necessary for the prosperity of the downtown. During the public engagement process, the public identified a lack of workforce and affordable housing options in the downtown. On the opposite end of the spectrum, the public identified a lack of higher-end housing options as well. Thus, the updated Redevelopment Plan should include Goals and Action Strategies to revise existing regulatory documents to permit a greater supply of the missing middle housing types and mid-and-high density housing developments, where appropriate.



Legal/Financial Conditions

During the community outreach process conducted in 2020, area residents frequently cited that legal and financial constraints were two of biggest barriers to purchasing and/or maintaining their homes within the Redevelopment Area. Residents of older properties have struggled to reclaim clear titles of their homes, particularly if the property has been passed down for multiple generations. On the financial side, the cost of housing has continued to increase over the past decade and many families can no longer afford to purchase or rent traditional single-family homes within the Redevelopment Area.

Homeownership was another concern discussed during the community outreach process. Owning a home is expensive, especially if that home is older and in the case of the CRA many of the homes were built in the ‘30s and ‘40s. To combat these issues, Goals and Action Strategies have been added to this Plan update. These include, but are not limited to, establishing and funding legal and financial counseling programs, incentivizing the production of affordable housing, and identifying sites and service providers to assist financially or fiscally-vulnerable populations locate affordable housing options that meets their needs.

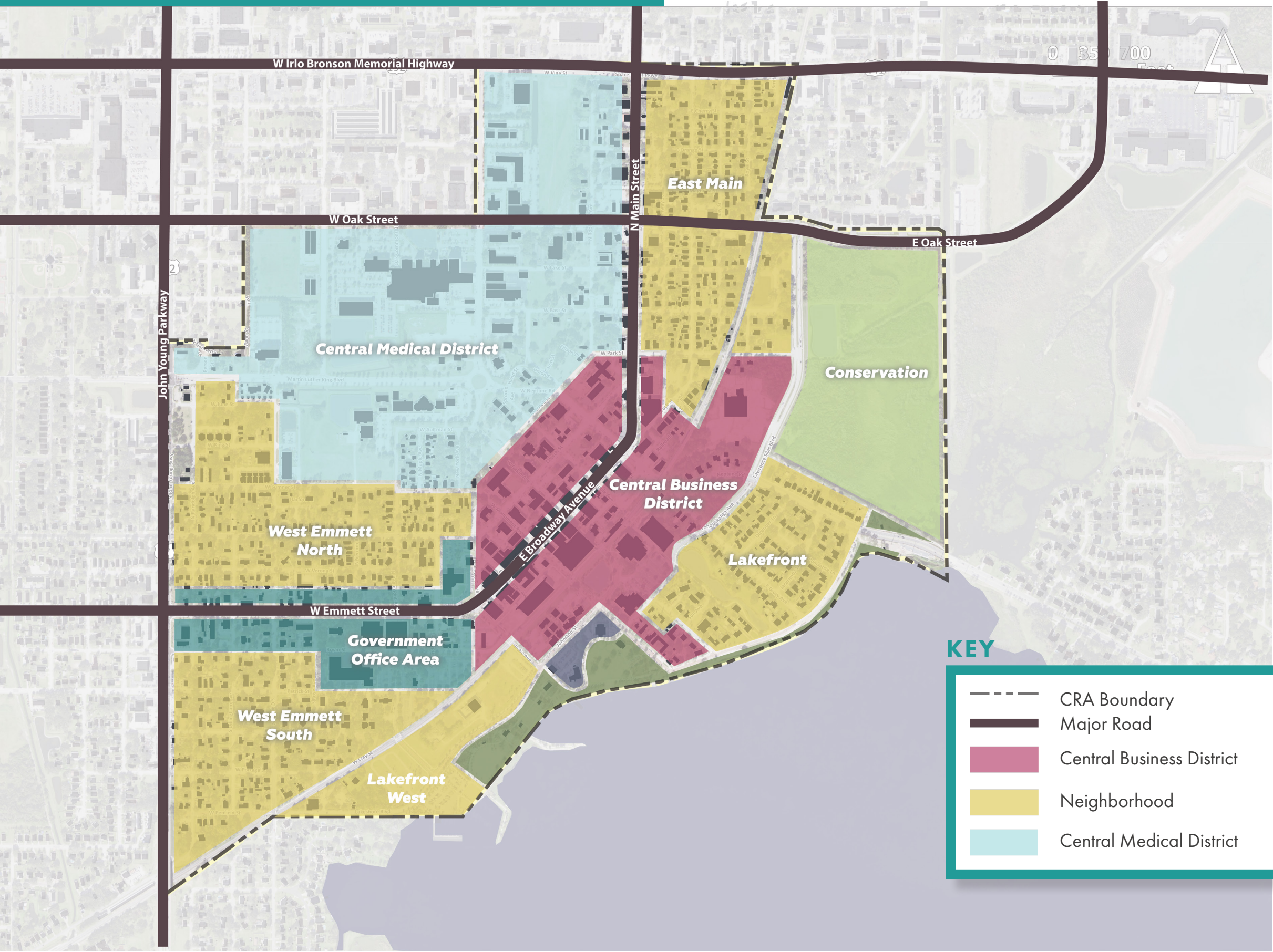


Physical Conditions

The physical condition of area housing appears to be generally in good condition. Where in many CRAs old housing stock tends be a source of significant blight due to ownership issues, lack of maintenance and lack of available assistance, the Downtown Kissimmee CRA has made a concerted effort to help homeowners with funding exterior maintenance through façade grants and other programs. Additionally, the City’s historic district regulations have provided an avenue to preserve the many historic homes in the downtown. Many of the older homes in the Beaumont Historic District have been renovated and converted to office or restaurant uses. Although this helps with the overall appearance and aesthetics of the downtown, it removes quality housing options for people to live in downtown. To continue to mitigate conditions of blight and thus, improve the overall physical condition of the Redevelopment Area, targeted and area-wide Goals and Action Strategies have been included within this document that seek to work with area partners, obtain funding, conduct community outreach, and activate area service providers to address local conditions of blight.



NEIGHBORHOOD DISTRICTS



COMMUNITY

Numerous neighborhoods comprise the Kissimmee Community Redevelopment Area. **East Main** and the **Central Medical District** serve as the northern gateway into the downtown area, while **West Emmett North, South** and the **Government Office Area** stand at the west. The **Central Business District** serves as the core of the community, while the **Lakefront neighborhoods** transition to the lakeshore.

KEY

	CRA Boundary		Government
	Major Road		Conservation
	Central Business District		Waterfront
	Neighborhood		
	Central Medical District		

HISTORIC PRESERVATION

The Downtown Kissimmee Redevelopment Area contains a rich collection of historic treasures. From the Osceola County Courthouse, which was built in 1890 and is the oldest courthouse in Florida that remains in use for judicial purposes, to the numerous residential buildings and churches sprinkled throughout the downtown.

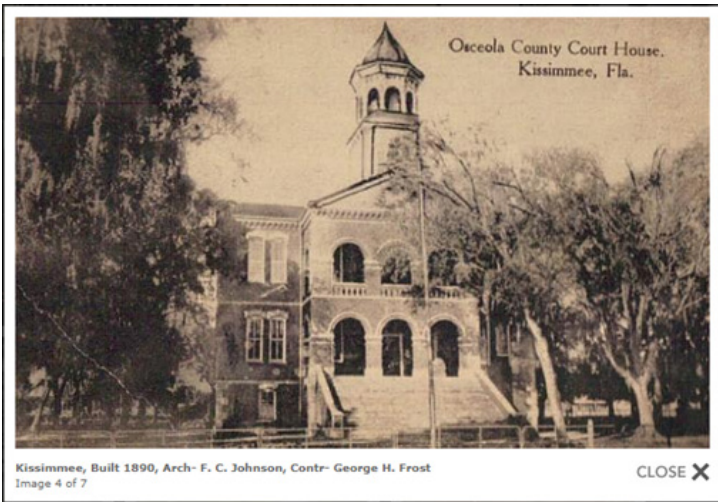
The City of Kissimmee is a Certified Local Government (CLG), and as such, it is not only eligible to apply for grants available to this select group, but also has access to technical assistance from the State HPO to preserve its historical resources. The City has a historic preservation ordinance and a Historic Preservation Board.

There are currently two historic districts within the Downtown Redevelopment Area: The South Beaumont historic district, which was established in 2003 and contains approximately 100 structures, and the National Register District that established in 1994 (see 7.4). The National Register District is part of the National Register of Historic Places, a list compiled by the National Parks Service that recognizes thousands of structures throughout the U.S. While this is a unique honor for the City of Kissimmee and a major attraction for visitors to the area, activities within the district are not regulated by the City. Properties within the South Beaumont Historic Overlay District, on the other hand, are subject to the City’s Design Standards.

There are also four sites in the National Register of Historic Places:

- 1. The First United Methodist Church (215 E Church St) listed in 1994
- 2. Monument of States (E Monument Ave/Lakeview Dr) listed in 2015
- 3. Old Holy Redeemer Catholic Church (120 N Sproule Ave) listed in 1994
- 4. Osceola County Courthouse (Emmett, Bryan, Rose, and Vernon Streets) listed in 1977

Figure 7.0 Historic Osceola Court House 1890



<http://courthousehistory.com/gallery/states/florida/counties/osceola>

Figures 7.1 and 7.2 depict the sites that have been subject to cultural resource surveys in the past. Over 600 structures have been surveyed at different times, with the first major survey conducted in 2004 and two smaller surveys in 2005 and 2007. The records obtained from the Florida Master Site File office indicate that:

- 69 of the structures surveyed were marked as demolished;
- 358 structures were identified as “potential contributors” to the National Register District;
- 10 structures were classified as “eligible” for National Register designation;
- The large majority of structures surveyed were used for residential purposes (approx. 511), 83 for commercial, 4 for office use; 16 civic and institutional, and 4 for industrial purposes. There were a few surveys that did not identity the use.

While only four sites were specified for office use, numerous residential properties in the historic districts have been converted to office use while preserving the residential character of the building. The City expects that this trend continue and has adopted regulations to ensure the preservation of the residential character for not only the building, but also the greater neighborhood. Figure 7.3 shows a few examples of such conversions.

Some structures have deteriorated over time due to the lack of maintenance. The City should consider an active code enforcement program targeting historic structures to prevent such deterioration in the future.

Figure 7.1 Examples of Deteriorating Housing



Figure 7.3 Residential Conversions



-  Community Redevelopment Area
-  Structures
-  Tax Parcels
-  Waterbody
-  National Register District
-  South Beaumont Historic District

 CITY OF
KISSIMMEE
1883

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SIGNAGE

Although often overlooked in redevelopment discussions, signage continues to play an important role within our communities. Signs can welcome visitors into an area, assist the unfamiliar in navigating city streets, bring attention to thriving local businesses, and even help foster a sense of place and identity. However, when signage within a city is implemented poorly, it can have long-term, destructive impacts. These impacts can include disrupting an area’s natural and built environment or even dangerously reducing sightlines on local transportation networks. Thus, maintaining well-implemented signage program will continue to be a priority of the CRA for the foreseeable future.

Currently, the Redevelopment Area possesses diverse sign types that often differ in shape and size from property to property. This diversity ranges from pole-mounted signs, to monument signs with varying heights, and to a wide variety of building signs (wall, window, projecting, etc.). Non-residential sites along the major transportation corridors that border the Redevelopment Area (Vine Street and John Young Parkway) have mostly pole signs. The Emmett St corridor has low monument signs, but where it turns into Broadway and the buildings are closer to the street, wall, canopy and projecting signs become the norm (with very few exceptions). The stretch of Main Street located within the Redevelopment Area contains a combination of both freestanding and attached signage depending on how far the building is from the road.

Examples of local sign variety found throughout the Redevelopment Area is shown in Figures 8.0, 8.1 and 8.2.

Figure 8.0 Site Signage Examples along Emmett Street



Figure 8.1 Site Signage Examples along John Young Parkway



Figure 8.2 Site Signage Examples along Vine Street



Figure 8.3 Building Signage Examples along Broadway



Figure 8.4 Wayfinding Signage



The Broadway/Main Street area also features a collection of wayfinding signs and murals, as seen in Figures 8.3, 8.4 and 8.5. The wayfinding signs direct people to businesses, public buildings and landmarks and the lakefront. They were installed in ____ and are mostly present along Broadway.

The murals were painted in 2019 as part of the Art is Now project by Osceola Arts and Kissimmee Main Street. The murals, designed by various artists, are intended to celebrate local culture, inspire community involvement, and help revitalize the downtown area.

In efforts to maintain and/or enhance the signage found throughout the area, local signage will continue to be regulated by the City’s Land Development Code (LDC). Additionally, Goals and Action Strategies have been included in this report which seeks to further expand the wayfinding and branding efforts already undertaken within the area.

Figure 8.5 Murals



TRANSPORTATION CONDITIONS

When seeking to improve both the physical and economic sustainability of the community, ensuring the safe and efficient movement of people, goods, and services throughout the Redevelopment Area is of vital importance to the Downtown Kissimmee CRA. Through evaluation and analysis, the condition of existing transportation facilities can be determined, and eventually, improved upon as needed through targeted Goals and Action Strategies. The following is an inventory and discussion of existing transportation facilities within the Downtown Redevelopment Area.

Figure 9.0 Downtown CRA Block Layout/Vehicular Connectivity



Source: City of Kissimmee, Osceola County Property Appraiser’s Office, S&ME, 2020

Figure 9.0 depicts the street layout in the downtown area. Typical of traditional downtowns, downtown Kissimmee features a fairly well-connected grid system of roadways. The block lengths range in size from about 260 feet to 660 feet, except for a few superblocks. They include the hospital site, the southwest quadrant of US 192 and E Oak Street, the two blocks between Central Avenue and Main Street south of US 192, and the Beaumont block. The City is working diligently to incorporate some connectivity into the Beaumont block and is incorporating block size standards in the new Form-Based Code to apply to future redevelopment projects. The presence of single-family residential districts also make it difficult to travel throughout downtown as through traffic is generally discouraged in residential neighborhoods.

MAJOR CORRIDORS

This section provides a summary of major corridors traversing the Downtown Redevelopment Area. Right-of-way composition throughout the Downtown study area varies according to functionality, right-of-way width, and the location of infrastructure/ facilities. Existing street cross-sections and dimensions of each facility are provided below the narrative descriptions.

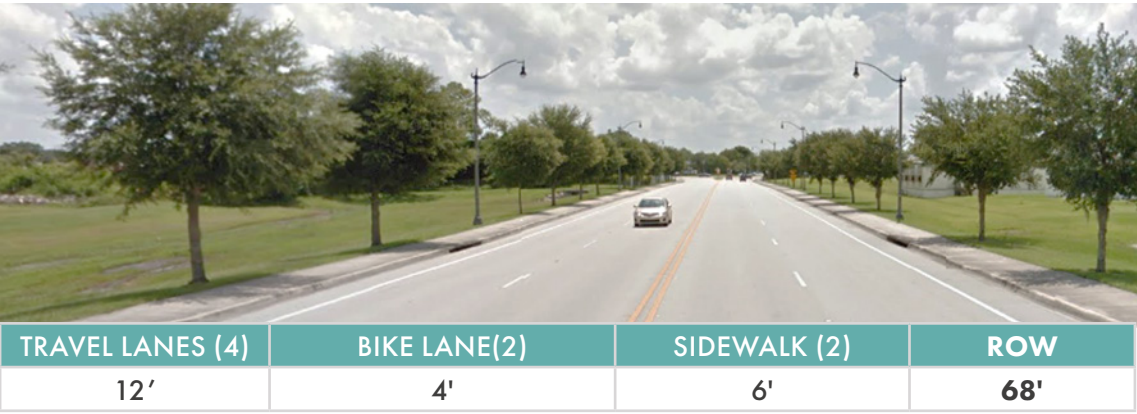
Oak Street

Oak Street varies between a four-lane road with two lanes running in each direction west of Robinson Avenue and two lanes with a center turn lane east of Main Street. Posted speed limits fluctuate between 30 and 35 miles per hour, east and west of Robinson Avenue respectively. Oak Street has sidewalks on both sides of the road and some buildings front the street, but are set back to allow surface parking in the front or side of the lot. Average right-of-way in the Downtown area varies from 60 to 100 feet.



MLK Boulevard

Martin Luther King Boulevard is a four-lane road with two lanes running in each direction, a bicycle lane in each shoulder, and sidewalks on both sides of the road. The average right-of-way width varies between 65 feet and 88 feet and the posted speed limit is 40 miles per hour. MLK Boulevard becomes Neptune Road after the roundabout at the intersection with Central Avenue.



Neptune Road

Neptune Road begins in downtown Kissimmee and crosses over a narrow northern portion of Lake Tohopekaliga and continues in a south-eastern direction near the lakeshore towards the City of St. Cloud. In the downtown, Neptune Road is a four-lane, bi-directional road with a center turn lane, sidewalks on both sides, and a posted speed limit of 35 miles per hour. The average right-of-way of this road is 80’.

				
TRAVEL LANES (4)	TURN LANE	SIDEWALK (2)	ROW	
12’	12'	10'	80'	

Emmett Street

Emmett Street extends from North Alaska Avenue (just west of Thacker Avenue) to Ruby Avenue where it transitions into Broadway Avenue. The general characteristic of Emmett Street is a four-lane, bi-directional County road with a center turn lane and an average drive speed of 35 miles per hour. Emmett Street has sidewalks on both sides of the road with some buildings fronting the street, but are often set back to allow surface parking in the front or side of the lot. Average right-of-way is between 80 and 85 feet. The Osceola County Administration building and other local government and government-related buildings front Emmett along with a seven-story parking garage.

				
TRAVEL LANES (4)	TURN LANE	LANDSCAPE STRIP (2)	SIDEWALK (2)	ROW
13’	12'	3'	5'	80'

Broadway Avenue

Broadway Avenue runs through the central business district of downtown Kissimmee beginning at Ruby Avenue and ending at Neptune Road. When Emmett becomes Broadway Avenue at the Ruby Avenue intersection, the corridor cross section changes to a four-lane, bi-directional County road with a landscaped median, on-street parking on both sides of the road and an average drive speed of 30 miles per hour. Average right-of-way width varies between 95 and 100 feet. The character of the street changes between the Ruby Avenue and Neptune Road intersections as buildings are closer to the road and sidewalks widen to create a pedestrian-friendly environment along Broadway.

				
TRAVEL LANES (4)	MEDIAN	ON-STREET PARKING (2)	SIDEWALK (2)	ROW
11’	15'	9'	9'	95'

Main Street

As Broadway Avenue turns into Main Street at Neptune Road, the landscaped median varies in size to accommodate turn lanes, but the four travel lanes, two northbound and two southbound, remain consistent with earlier sections. In lieu of the on-street parking seen along Broadway, bicycle lanes begin on both sides of the street after the N Brack Street intersection. Average right-of-way width varies between 80 and 87 feet. The majority of buildings are placed very close to the street with limited visible surface parking. Sidewalks are often reduced in width but are typically lined by street trees and street furniture.

					
TRAVEL LANES (4)	TURN LANE	MEDIAN	BIKE LANE (2)	SIDEWALK (2)	ROW
10'	11'	6'	4'	10'	85'

CORRIDOR STUDIES

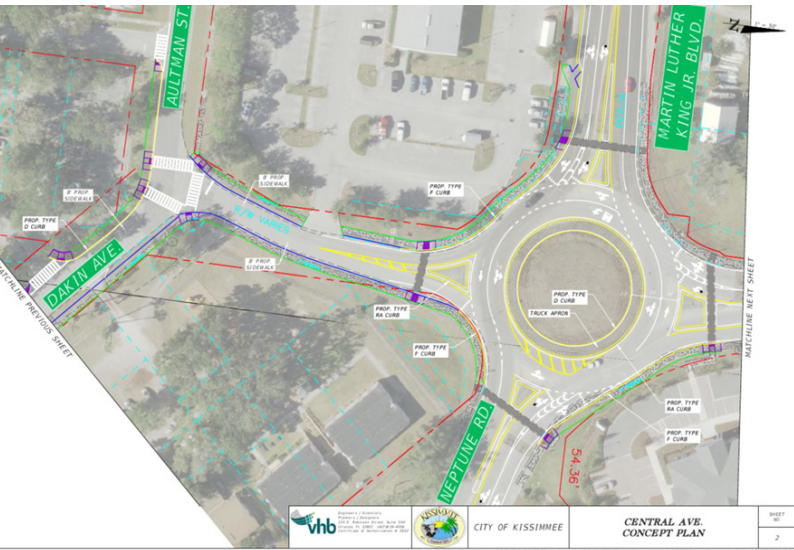
In 2015, the City of Kissimmee, in conjunction with a consultant, began work on the Connect Kissimmee project, a corridor study for West Emmett Street, Broadway, and North Main Street spanning from South John Young Parkway to Vine Street was conducted with the purpose of improving safety, mobility, and accessibility to and around downtown Kissimmee. The study identified several redesign alternatives. After numerous workshops and meetings, the City Commission voted to implement some of the proposed design solutions, but voted against eliminating lanes, medians and on-street parking along this three-part corridor. Some of the improvements that were approved included tabled intersections, crosswalks, bike lanes, improved sidewalks, additional lighting, and improvements to some of the side streets, including Sproule, Dakin, Monument, Stewart and Darlington Avenue. The improvements also included a roundabout at the intersection of Emmett and Ruby/Stewart Avenue (see Figure 10.0). The streetscaping improvements consist of narrower roadways, adding roadway pavers, crosswalk treatments, new ramps, bulb outs, tighter radii, improved sidewalks, valley gutter between travel lane and on-street parking, parking stall pavers, 8" ribbon curb and pervious pavement in alleyways.

Figure 10.0 Proposed round-about at Emmett Street and Ruby/Stewart



Source: Downtown Kissimmee Corridor Planning Study, 2017

Figure 10.1 One of the proposed improvements to Central Avenue



Central Avenue Corridor Planning Study, 2019

In 2017, the City started another corridor study, this time for Central Avenue and surrounding streets extending from downtown to Donegan Avenue. A series of minor improvements were proposed, including some modifications to the MLK/Neptune roundabout (see Figure 10.1). Other recommendations included replacing the center double-left turn lane in the south and middle segments of Central Avenue with landscaping islands and turn lanes, a multi-use trail along the middle and northern segments and a conversion of the north segment to an urban cross-section.

PUBLIC PARKING FACILITIES

Public parking in the Downtown Redevelopment Area consists of on-street parking and public parking garages (Osceola County Parking Garage on W Bryan Street and Toho Square Parking Garage on Pleasant Street, and the Kissimmee Intermodal Station Parking Garage).

The Community Redevelopment Area’s Design Manual encourages redevelopment to emphasize shared parking and strategic design to enhance the public realm for pedestrians, cyclists, transit users and automobilists alike. The manual stresses access management and parking placement behind buildings. The proposed Form-Based Code will incorporate those provisions.

Figure 10.2 Broadway On-Street Parking



Figure 10.3 Main Street Parking in Front Yard Setback



Figure 10.4 Intermodal Station Parking Garage



PEDESTRIAN ACCOMMODATIONS

Thanks to the orthogonal grid pattern of streets in the downtown, there is adequate connectivity for pedestrian traffic. The main challenge for pedestrians, however, has been the speed of the automobile traffic going through downtown, especially along the Main/Broadway/Emmett corridor which is used by many as a shortcut between Vine Street and John Young Parkway. Over the years, the City has implemented streetscaping and road improvement projects to make the pedestrian experience safer.

Most roads in the Downtown Redevelopment Area have sidewalks on both sides of the street. The only exception are some residential roads such as Randolph Avenue, Dillingham Avenue and Portage Street in the southwest portion of the Redevelopment Area. Similarly, most of the east-west streets in the residential neighborhood east of Main Street lack sidewalks. The west side of Rose Avenue, which is not a residential street, lacks a continuous sidewalk south of Oak Street.

Figure 11.3 shows the average walking distance to major destinations in the Redevelopment Area. With major centers of employment in the Redevelopment Area (hospital and County), the commercial corridor should have a captive audience within easy reach. However, regardless of how short they are, these pedestrian corridors need to be pleasant and safe. Trees, benches, trash receptacles, and pedestrian-scale building design can help achieve that. The distance from the Intermodal Station to the hospital is only 0.5 miles with the option of taking one of three different routes (Dankin, Sproule or Neptune). A major issue along the Emmet and Main Street corridors is the speed of traffic and the inability of pedestrians to cross the streets safely. Main Street from Vine Street to Neptune extends approximately 3,100 feet (0.6 miles) and only has crosswalks at Vine and Neptune. Similarly, the Emmett Street segment is approximately 2,700 feet (0.5 miles) long from John Young Parkway to Broadway, and other than the crosswalks at both ends, there is only one other marked crosswalk at Vernon Avenue. See Figure 11.3.

Figure 11.0



Figure 11.1



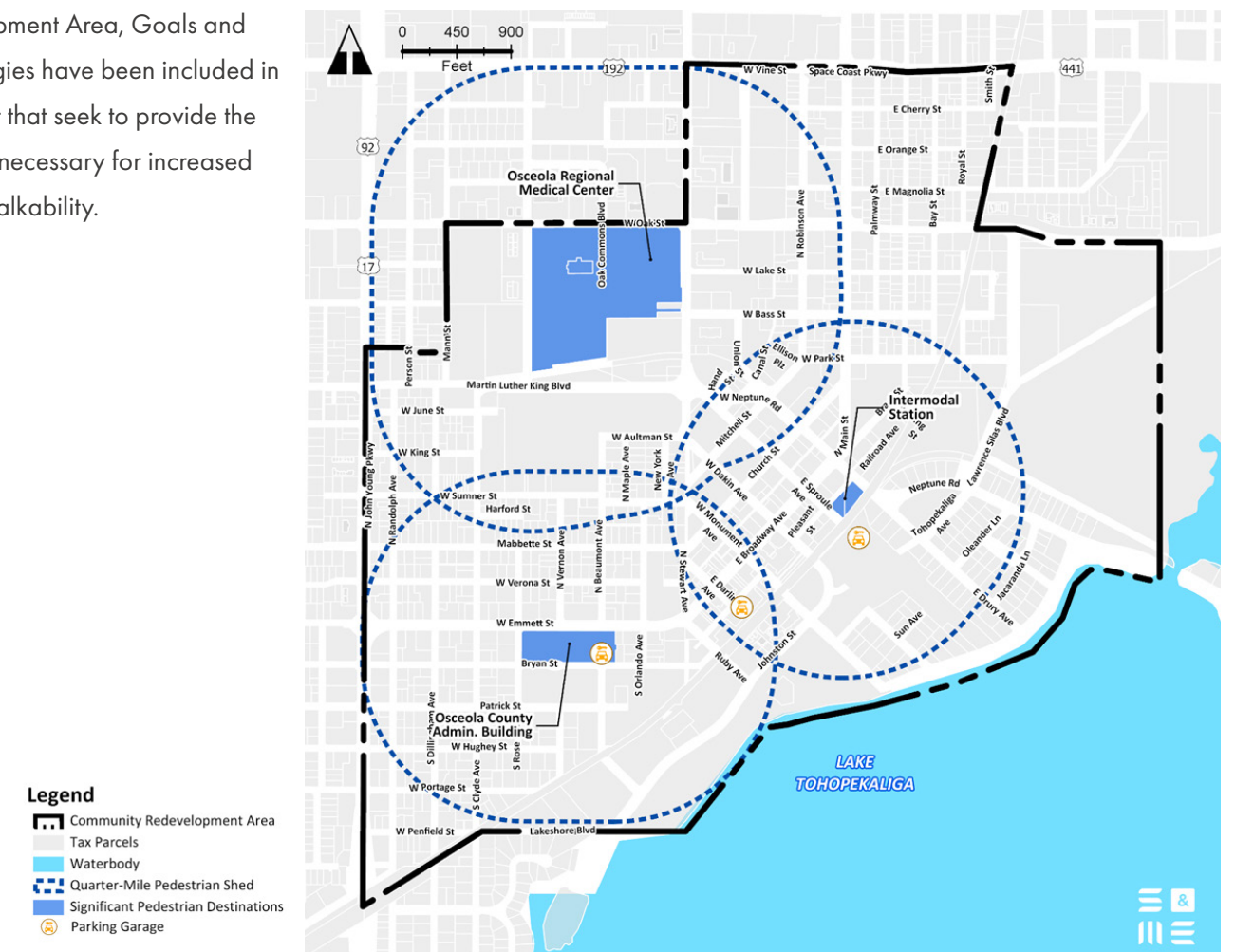
One issue that area residents and business owners alike have stressed is that pedestrian activity along the lake does not permeate to the core of the downtown (Broadway). The City has tried different ways to incentivize that pedestrian traffic (e.g. streetscape improvements shown in Figure 11.1 and 11.2). One of which are proposed Form-Based Code standards which require that streets provide shopfronts or awnings/arcades to help establish that connection. Other potential tools that should be considered include wayfinding, which is present along the Broadway corridor but not along Lakeshore Drive.

Figure 11.2



Figure 11.3 Pedestrian Sheds

To further incentivize pedestrian traffic throughout the Redevelopment Area, Goals and Action Strategies have been included in this document that seek to provide the infrastructure necessary for increased community walkability.



Source: City of Kissimmee, Osceola County Property Appraiser's Office S&ME 2020

Coordinated streetscape design can help create a pedestrian friendly environment, strengthen the character of a district or create an identity and sense of place. It also helps connect different areas of the downtown and encourage pedestrians to explore the various neighborhoods in the CRA.

The streetscape design does not need to be a repetitive on every street in the downtown. Each neighborhood (e.g. Central Business District, Medical District, Government Office Area, and the residential districts) can have its own identity, but there should be a theme that ties them all together.

Figure 12.0 Acorn Pedestrian Lights



A photograph of a park area. In the foreground, there is a brick-paved walkway with a yellow-painted crosswalk. To the right of the walkway is a grassy lawn. A black street lamp with a white globe stands on the lawn. A yellow diamond-shaped pedestrian crossing sign is mounted on a black pole. In the background, there is a tall, ornate tower with a statue on top, surrounded by trees. A red and white triangular yield sign is also visible.

A photograph of a paved road lined with large, mature trees and a sidewalk. A street lamp is visible on the left side of the road.

0 450 900 Feet

192 441

W Vine St Space Coast Pkwy

E Cherry St

E Orange St

E Magnolia St

Royal St

Bay St

Brack St

N Main St

N Robinson Ave

Canal St

W Lake St

W Bass St

Union St

N Central Ave

W Oak St

N Rose Ave

Martin Luther King Blvd

W June St

W King St

W Sumner St

Mabbette St

W Verona St

W Emmett St

N Vernon Ave

N Beaumont Ave

S Orlando Ave

Bryan St

Patrick St

W Hughey St

W Portage St

W Penfield St

S Dillingham Ave

S Clyde Ave

S Rose Ave

W Dade Ave

Church St

W Neptune Rd

W Broadway Ave

Pleasant St

Johnston St

Ruby Ave

Lakeshore Blvd

Tohopekaliga Ave

Neptune Rd

Polsera Ln

Jacaranda Ln

Edgely Ave

LAKE TOHOPEKALIGA

- Community Redevelopment Area
- Tax Parcels
- Street Lights



BICYCLE ACCOMMODATIONS

As the downtown redevelops and roadways are improved, there has been substantial emphasis placed on creating a bicycle network to connect to other parts of the City, provide recreational opportunities and expand transportation mode options.

Figure 13.2 shows the bicycle facilities within the Redevelopment Area. As depicted in blue, there are currently designated bicycle lanes along Martin Luther King Blvd, Main Street, and Lakeview Drive. Additionally, there are existing off-street paths for cyclists throughout the eastern portion of the Redevelopment Area (depicted in orange), but most notably along Lakeshore Blvd, Lawrence Silas Blvd, and Neptune Road.

The 32-mile Shingle Creek Trail project, once completed, will connect the existing trail on Lakeshore Boulevard to a multi-jurisdictional regional trail system providing residents and visitors with connections to and from Downtown Kissimmee.

Figure 13.0 Waterfront Path



Figure 13.1 Bike Lane Signage and Conditions



Figure 13.3 Bicycle Facilities



Legend

Community Redevelopment Area

City of Kissimmee

Rail Line

Waterbody

Existing Bicycle Facilities

Existing Designated Bicycle Lane

Existing Off Street Path

Existing Paved Shoulder

Proposed Bicycle Facilities

Proposed Designated Bicycle Lane

Proposed Off Street Path

Proposed Bicycle Boulevard

Proposed Nature Trail



Source: City of Kissimmee, Osceola County Property Appraiser’s Office, S&ME, 2020

TRANSIT SERVICE

Access to transit downtown is fairly adequate. In addition to SunRail, there are numerous bus routes that converge downtown and connect the area to many other locations in the region, but headways range between 30 and 60 minutes and some routes do not operate on weekends.

There are currently 10 LYNX fixed transit routes that provide connections to and through the Redevelopment Area, including the following (Figure 14.3):

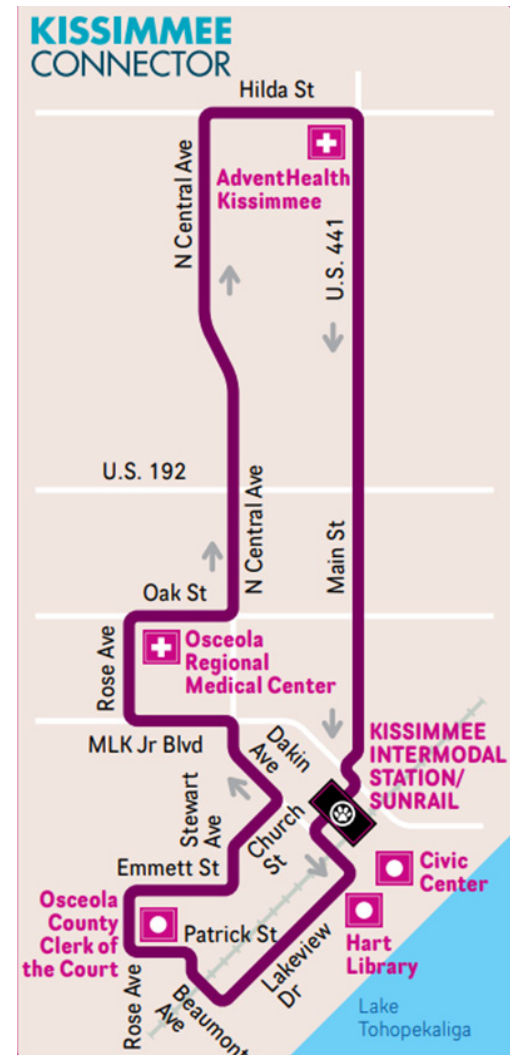
- 10 (E. U.S. 192/St. Cloud)
- 18 (S Orange Ave/Kissimmee)
- 26 (Pleasant Hill Road/Poinciana)
- 55 (West US 192/Crosstown)
- 56 (West U.S. 192/Magic Kingdom)
- 57 (John Young Parkway)
- 108 (South US 441 /Kissimmee)
- 407 (FastLink Kissimmee/Lake Nona/VA Hospital/OIA)
- 441 (FastLink Kissimmee-Downtown Orlando)
- 709 (Kissimmee Connector) to Advent Health

SunRail provides service to the Orlando region to the north and Poinciana to the south. The SunRail station is located adjacent to the Kissimmee Intermodal station just east of Broadway between E Dakin Avenue and Neptune Road, at the terminus of Sproule Avenue.

The following graphic (Figure 14.2) shows the ridership figures for all the routes serving the Downtown. The most popular routes are 56, which links Downtown to the Magic Kingdom, 55, which connects to Legacy Boulevard and the Four Corners area (Walmart, Plaza del Sol and Citrus Connection 18X), and 108, which runs along US 441 from Downtown to the Florida Mall SuperStop (Sand Lake Road).



Figure 14.0 Kissimmee Connector Route Map

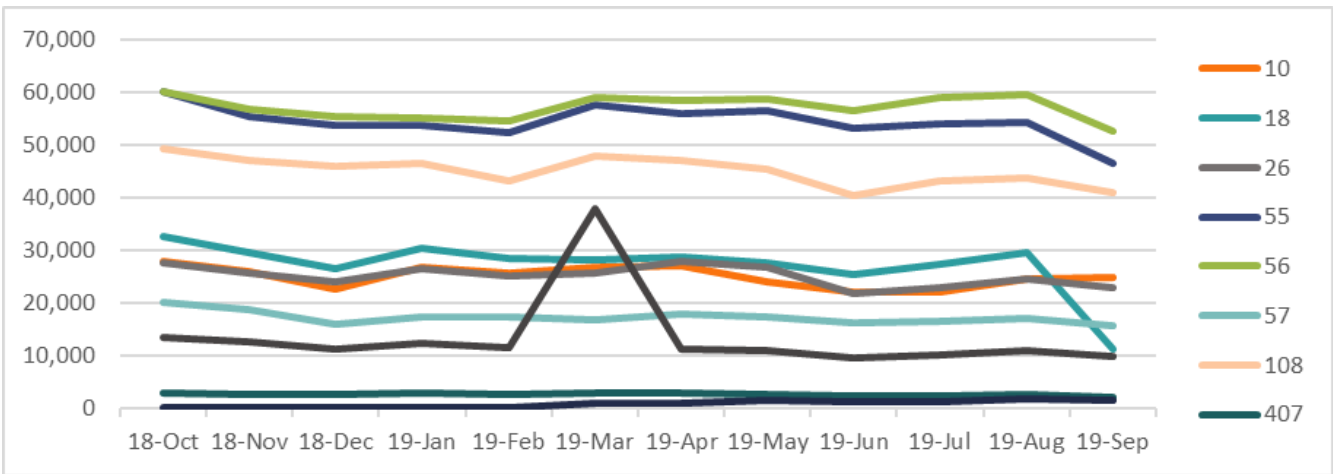


Source: Lynx, 2020

Figure 14.1 Kissimmee Intermodal Station

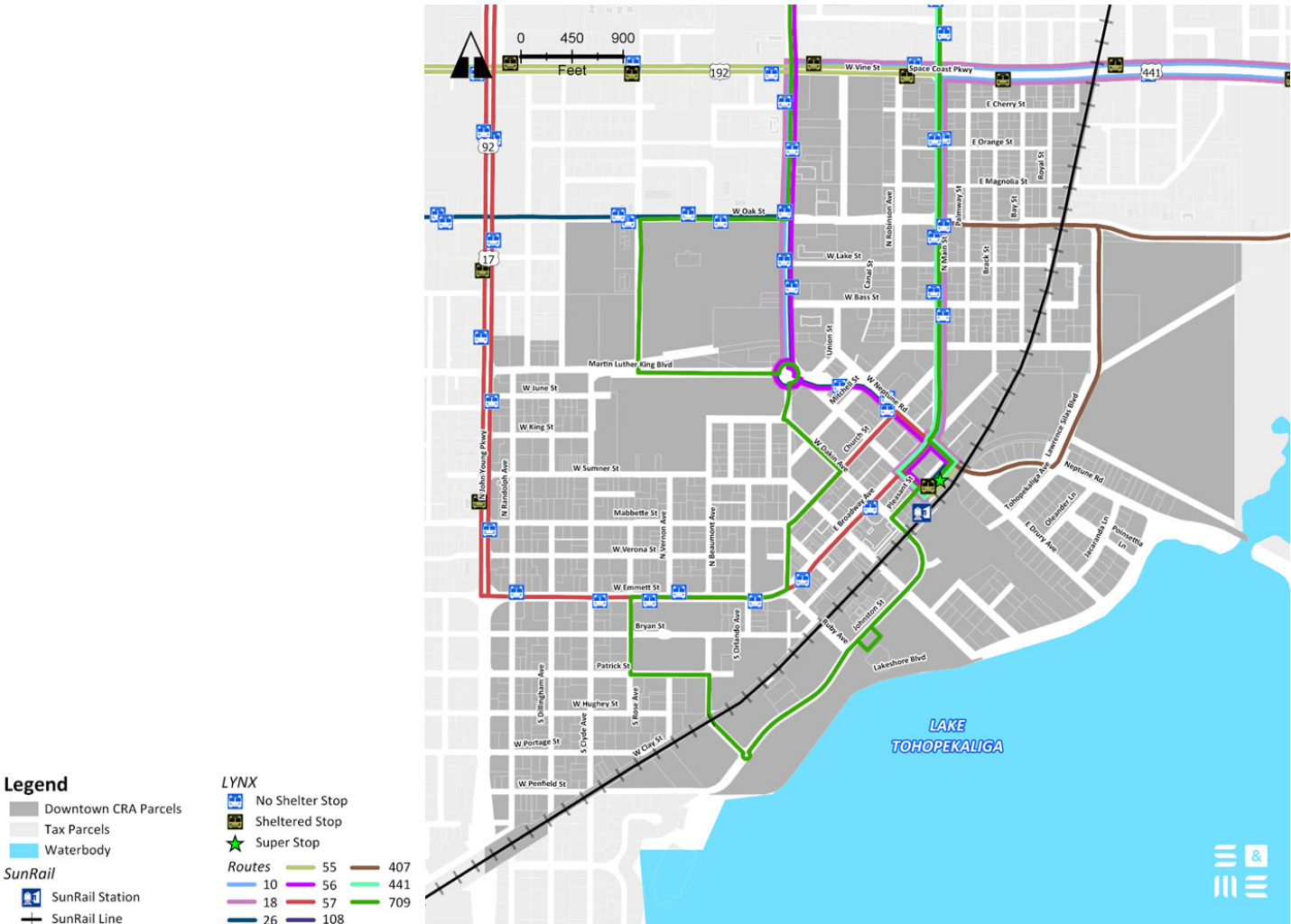


Figure 14.2 Lynx Transit Ridership, Oct. '18-Sep.-'19



Source: Lynx, 2020

Figure 14.3 Public Transit



Source: City of Kissimmee, Osceola County Property Appraiser's Office, S&ME, 2020

Bus shelters are found along Vine Street and the Intermodal station, while benches or just the route signs are provided along other routes.

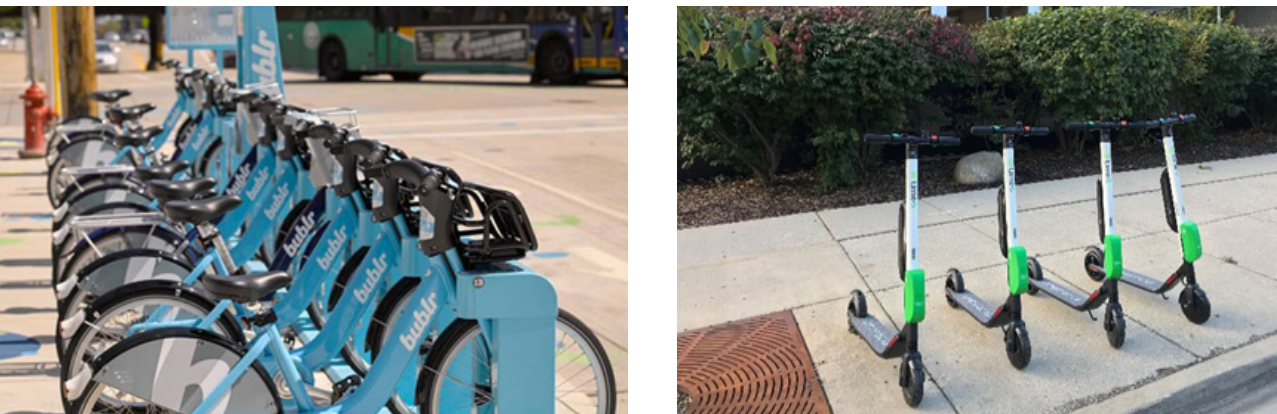
Figure 14.4 Bus Shelter References



MICROMOBILITY

In recent years, the use of shared bicycles and e-scooters have become very popular in larger cities. Another mode not as popular in larger cities but very widely used in suburban communities, are golf carts, which communities like Celebration and The Villages incorporate as part of their community’s everyday transportation system. These mobility options help shrink the physical footprint needed to move people over relatively short distances. They can help people get to a final destination after getting off a bus or train, move from one location to another just outside a pedestrian shed, and help reduce congestion on already busy roadways. These options, however, do not come without controversy. Should micromobility options occupy the sidewalk or share travel lanes with vehicles? Do they cause visual blight if they are left by the users in seemingly random locations? Are they safe for our community? These are just some of the many questions that would need to be answered before the City can decide if they want to implement such systems in the Downtown area.

Figure 15.0 Micromobility References



VEHICULAR CRASHES

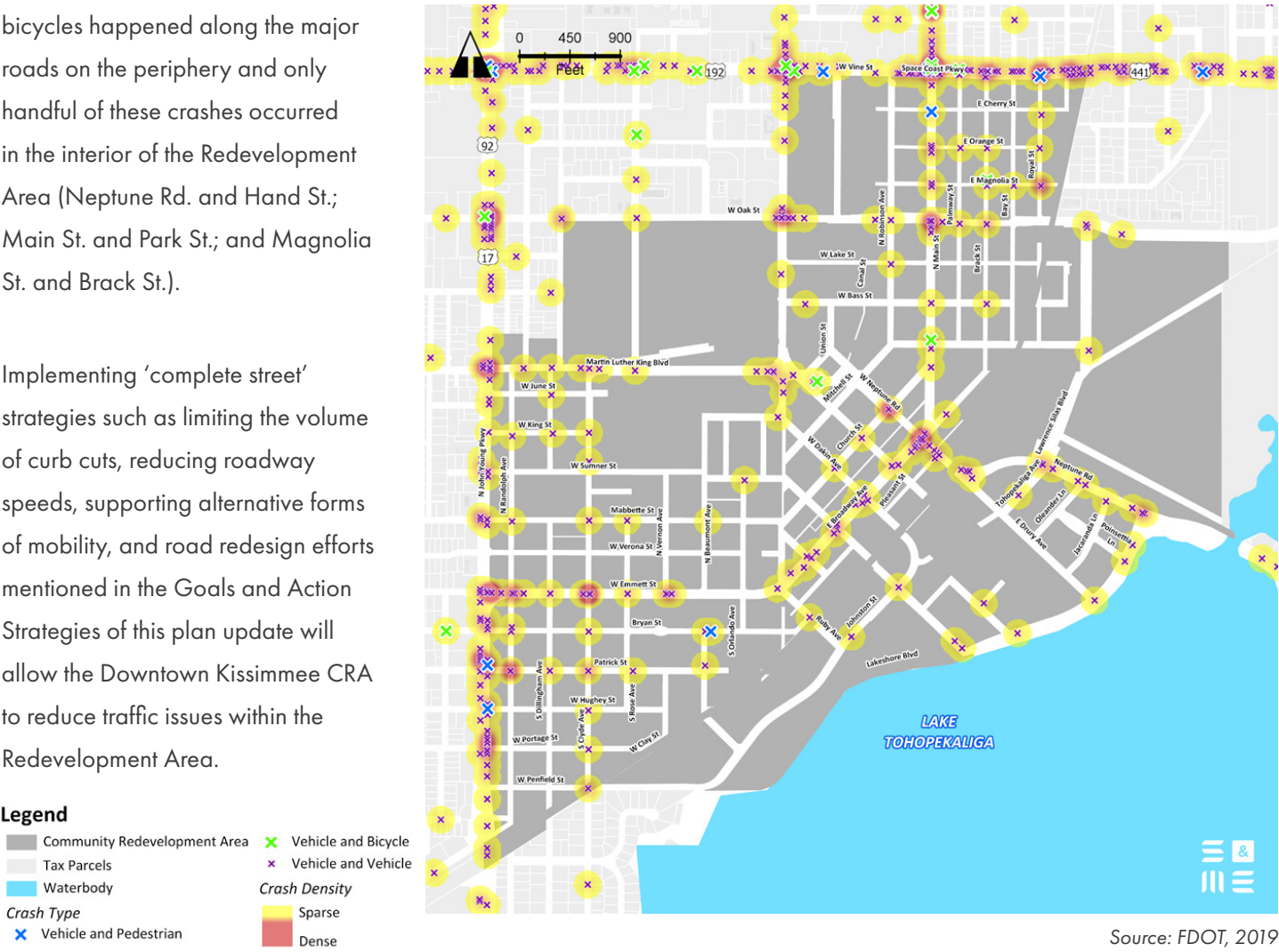
The Florida Department of Transportation (FDOT) maintains records of all public roadway crashes in the state. Information found within these records include crash locations, dates, agencies involved, roadway conditions, and other helpful data points that can be used to identify and mitigate dangerous roadway conditions. As indicated in Figure 16.0, 2016 FDOT records indicates a high concentration of crashes along US 192 and John Young Parkway and also along the Emmett/Broadway/Main corridor. Some of the worst intersections for accidents within the Redevelopment Area include Emmett and Clyde, Neptune and Broadway/Main, Central and Oak, and Central and Main. Each of these intersections stem from multi-lane streets capable of carrying higher volumes of traffic than typical neighborhood roads.

The map also shows where the accident involved a pedestrian or a bicycle. Accidents involving pedestrians occurred primarily along the downtown’s perimeter roadways (John Young Parkway and Vine Street) with a few within the interior of the Redevelopment Area (intersections of Main St. and Cherry St., and Beaumont Ave. and Bryan St.)

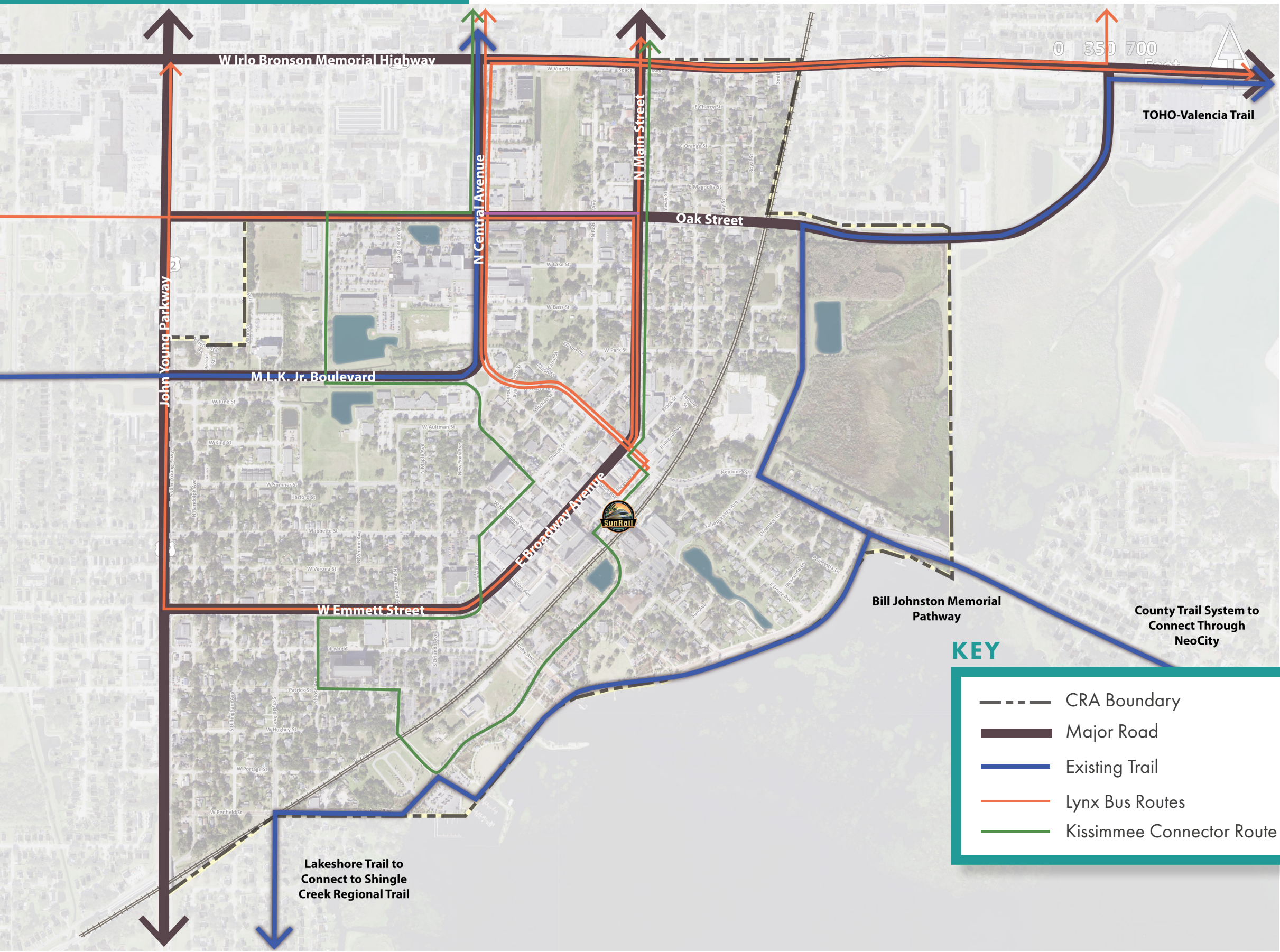
Similarly, most of the accidents involving bicycles happened along the major roads on the periphery and only handful of these crashes occurred in the interior of the Redevelopment Area (Neptune Rd. and Hand St.; Main St. and Park St.; and Magnolia St. and Brack St.).

Implementing ‘complete street’ strategies such as limiting the volume of curb cuts, reducing roadway speeds, supporting alternative forms of mobility, and road redesign efforts mentioned in the Goals and Action Strategies of this plan update will allow the Downtown Kissimmee CRA to reduce traffic issues within the Redevelopment Area.

Figure 16.0 Concentration of Vehicular Crashes



TRANSPORTATION



EXISTING TRANSPORTATION FEATURES

The Downtown Kissimmee Area is located at a **crossroads of numerous modes of transport**. Various Lynx bus routes traverse the CRA, while the Lynx Kissimmee Intermodal Station anchors the central business district. Additional trails bound the outer limits of the CRA boundaries.

COMMUNITY BRIEFING & LISTENING SESSIONS

Throughout the public participation process, the consulting team held over 20 in-person or virtual interviews with area stakeholders who are actively invested in the success of Downtown Kissimmee. The list of stakeholders included Downtown Business Owners, Community Organizers, Developers, Realtors, Service Providers, City Staff, and City Commissioners. During each session, stakeholders were asked a series of questions designed to encourage interviewees to provide their input on the current state of Downtown Kissimmee and what the Community Redevelopment Plan needs to address to improve conditions throughout the Redevelopment Area. The questions and responses from the stakeholders have been summarized below:

What do you think are the greatest OPPORTUNITIES within the Redevelopment Area?



- Downtown **employment centers** such as the Osceola Regional Medical Center, City Hall, and the Osceola County Courthouse
- **New redevelopment projects** such as Beaumont and Neo City that will act as catalysts for future development
- **Lakefront Park**
- The Downtown **SunRail** station
- The wealth of **locally-owned restaurants**
- Excellent **public amenities** such as the Civic Center, Belinsky Community Center, and the Hart Memorial Central Library
- Great **local events**
- The abundance of **historic structures and districts**
- Responsive and knowledgeable **City Staff**
- The local **fishing scene**
- Downtown **parking** garages
- The **UCF incubator**
- The **South Landing Program**
- Our **‘Open for Business’** Government
- Kissimmee’s **small town charm**
- Proximity to international tourist attractions such as **Disney World and Universal**

What do you think are the greatest CHALLENGES facing the Redevelopment Area?



- Lack of **community brand/narrative**
- **Aging civic center**
- Growing **homeless** population
- Significant **roadway congestion** along Emmett/Broadway/Main
- Lack of **public improvements** along Main
- **Poor lighting**
- Too many **single-family to office** conversions
- Not enough **single-family homeowners**
- Lack of confidence in **leadership and economy**
- Excessive/confusing **land development regulations**
- Prevalence of area **floodplains**
- Limited **nightlife** opportunities
- Lack of capitalization on burgeoning **fishing industry**
- Overbooked **event spaces**
- Lack of coordination between **City and County**
- Poor **pedestrian** network
- No fresh **produce** stores
- High **renovation costs** for potential single-family home buyers
- Overestimation of **property values**
- Excessive **public school impact fees**
- Limited **high-end and market-rate** housing options
- Poor **wayfinding and gateway signage**
- False perception of **crime**
- No attractors for **Millennials** (breweries, bars, music halls, etc.)
- The perceived disconnect between **Downtown and Lakefront Park**
- Increasing evidence of **local gentrification**
- Poorly maintained **roadways**

What do you **HOPE TO SEE** within the Redevelopment Area in the decades ahead?



- **Night** and **weekend** service for **SunRail**
- Established **retail and restaurant** anchors
- Better **outreach** for community **events**
- **Increased density/intensity**
- Residential improvement **grants**
- More **single-family homeownership**
- Additional **redevelopment incentives**
- **Beautification** of Main, Broadway, and Emmett
- More **Millennials** living Downtown
- Physical **connections** between the **Central Business District** and the **Medical Arts District**
- Improved **transit** service
- **Streetscaping** improvements along Rose Avenue.
- Greater **bicycle and pedestrian** connectivity
- More **local amenities** such as a playhouse theater, community garden, convention center
- Better **wayfinding** signage
- More **marketing** for **local events** and **redevelopment** opportunities
- **Signalized pedestrian crossings** along major area corridors
- **Infill development**
- **Shade trees** along every sidewalk and trail
- Removal of **above-ground garbage** dumpsters
- Master **stormwater plan and facilities**
- **Public restrooms** within the Central Business District
- **Façade Grant** program
- **Outdoor dining**
- Clear **title assistance** for existing and prospective home buyers
- **Speed tables** and **reduced speed limits** along Broadway
- Improved **customer service** from the City
- **Four-way stop** at Darlington and Dakin intersection
- Revitalization of the **holiday boat parade**
- **Walkover** for the Beaumont redevelopment project and Osceola Regional Medical Center
- **Restriping program**
- **Synchronization of traffic signals** with **SunRail** schedule
- A **Citizen Advisory Board** for the Downtown Community Redevelopment Agency
- Creation of an **Uptown District** that includes the areas surrounding Vine, Central, Oak, and Main.
- **Outdoor active recreational spaces**
- Dedicated **bicycle police**
- **Code-compliant neighborhoods**

How would you **DESCRIBE** the Downtown in three words?



- Some future potential
- Long Beach, California
- Diverse. Exciting. Fun.
- Live. Work. Play.
- Wow. Opportunities. Family.
- Potential. Nice. Satisfied.
- Melting-Pot. Mess. Unattractive.
- Better than before
- Charming. Accessible. Investment.
- Community. Dynamic. Diverse.
- Historically, beautifully rich.
- Small town charm.
- Inclusive. Inviting. Community.
- Has huge potential.
- Needs more residents.
- Heart of Kissimmee.
- Charming. Stagnant. Inconvenient.
- Has unlimited potential.
- Could be more.
- Productive. Focused. Sustainable.
- Room for improvement.



POTENTIAL **MELTING POT** **CHARMING**
COMMUNITY
INVITING **DIVERSE** **OPPORTUNITIES**

COMMUNITY OPEN HOUSE

The City and the consulting team hosted an open house on March 2, 2020, with over 25 members of the community.

At the Open House, a presentation was given throughout the day that discussed the purpose and functions of Community Redevelopment Agencies (CRAs), the anticipated Downtown Kissimmee Community Redevelopment Plan update process and timeline, existing community conditions, and a summary of recent stakeholder interviews. Open House attendees also provided their responses to five (5) essential questions about the Downtown Redevelopment Area – the results of which are below:

What areas of Downtown Redevelopment Area do you VISIT MOST OFTEN and why?

- Broadway Avenue to patronize area businesses
- Lakefront Park to enjoy a great public amenity
- Hart Memorial Central Library to enjoy their extensive services
- Monument of States to take iconic photos
- Kissimmee Main Street Offices to work, collaborate, and plan
- Big Toho Marina to fish along Lake Tohopekaliga
- SunRail to travel to any number of central Florida’s wonderful communities

What areas of Downtown Redevelopment Area do you VISIT LEAST OFTEN and why?

- The Osceola County Courthouse and Osceola Regional Medical Center because I have no business at these facilities
- Downtown single-family neighborhoods because of their lack of safe pedestrian infrastructure and limited dining and retail options
- The Big Toho Marina and the Civic Center because of their lack of programming catered towards my interests



What are the perceived CHALLENGES FOR BUSINESSES and residents within the Downtown Redevelopment Area?

- No fresh produce stores
- Limited resources for the area’s growing homeless population
- Lack of designated skateboard areas
- Limited SunRail service hours
- Poor diversity of local retail and dining options
- Limited nightlife options
- Regressive local thought-leaders
- Limited stops and service hours for public transit
- Poor event programming for local families
- Lack of area residents and homeowners
- Congestion of area roadways
- Limited upscale dining options
- Poor maintenance of parking facilities and garages
- Too loud of noises generated from Broadway Avenue and Main Street
- Lack of coordination between event programmers for local fishing tournaments and the Downtown restaurant community



What are the perceived CHALLENGES FOR NEIGHBORHOODS within the Downtown Redevelopment Area?

- Poor maintenance of City infrastructure
- Gentrification of historic communities
- Limited market-rate, multi-family housing options
- Lack of “affordable housing”
- High frequency and volume of vacant land
- Lack of communication between City Staff and business owners
- Severe congestion of area roadways
- Existing infrastructure (e.g. schools, roadways, emergency services) unable to effectively serve continued growth
- Lack of delineated parking spaces in residential neighborhoods

What are some of the AMENITIES you would like to see within the Downtown Redevelopment Area?

- Micro-transit services (rentable bikes & scooters)
- Physical connections between Lakefront Park and regional/state recreational trails
- A local skateboard park
- More active and passive recreation spaces
- Underground utility lines
- Contiguous and expanded sidewalks
- Improved wayfinding program
- Public restrooms for local patrons and SunRail riders
- More frequent and noticeable crosswalk infrastructure (e.g. High-Intensity Activated crosswalk beacons, raised speed tables) and lighting systems
- Bicycle infrastructure (e.g. bike lanes, ‘sharrows’, repair facilities, paved trails, bike racks)



After Open House attendees provided their input on each of the five (5) questions, we also encouraged them to write down ANY OTHER IDEAS they had for improving the Downtown Redevelopment Area—the results of which are provided below:

- Improve marketing and branding efforts from the City
- Encourage more foot traffic along Broadway Avenue
- Decrease the speed limit of local roads
- Consider the use of golf carts within the Downtown
- Increase local investment dollars into education at every level
- Ensure consistent direction, policy-making, and enforcement of local plans and ordinances between City governing bodies and their staff
- Provide financial assistance programs for new and existing homeowners
- Make more of an effort to ensure all Downtown property values are increasing (and not just those near the Lakefront)
- Improve the relationship between area businesses and local government
- Provide duck boat tours (like Boston and Baltimore) and paddle boat rentals along Lake Tohopekaliga
- Encourage a microbrewery to locate Downtown
- Develop a Downtown homeless shelter which provides rehabilitation and employment services
- Draft a comprehensive stormwater management program and plan for the Downtown
- Lobby for weekend and weeknight services for SunRail
- Increase preservation efforts to protect the town’s rich history
- Construct a local movie theatre and play-house
- Encourage the development of an appropriately-sized boutique hotels
- Preserve Broadway Avenue’s current four-lane roadway
- Reduce Broadway Avenue’s current four-lane roadway
- Improve the frequency of local garbage disposal service
- Increase the funding for maintaining public spaces
- Provide more concession stands in Lakefront Park
- Increase the frequency and diversity of local community events
- Improve the responsiveness of City Staff, particularly those responsible for booking local event spaces
- Provide more kid-friendly programming at the Civic Center
- Expand the Downtown Kissimmee Redevelopment Area boundary
- Update the City’s Land Development Code to permit historic, non-conforming uses to continue to exist

ALL OF BLOCKS 10,11,12,13,14,15,17,18,19,20,21,26 OF **SOUTH FLORIDA RAILROAD SURVEY** AS RECORDED IN PLAT BOOK A PAGES 2 AND 3 ~ OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA; AND LOTS 1 THRU 11 OF **C.H. FUNK SUBDIVISION** (BEING A PART OF BLOCK 11 OF SOUTH FLORIDA RAILROAD SURVEY) AS RECORDED IN PLAT BOOK I PAGE 188; AND LOTS 1 THRU 7 OF **DONEGAN MILLER STANFORD SUBDIVISION** (BEING A PART OF BLOCK 11 OF SOUTH FLORIDA RAILROAD SURVEY) AS RECORDED IN PLAT BOOK I PAGE 64; AND LOTS 1 THRU 6 OF **GILBERT'S SUBDIVISION** (BEING A PART OF BLOCK 20 OF SOUTH FLORIDA RAILROAD SURVEY) AS RECORDED IN PLAT BOOK 1 PAGE 224; AND ALL LOTS OF BLOCKS 4 AND 5 OF **S.A. ROBINSON'S REVISION** AS RECORDED IN PLAT BOOK A PAGE 10; AND LOTS i THRU 6 OF BLOCK E OF **ROBERT BASS ADDITION** AS RECORDED IN PLAT BOOK A PAGES 4 AND 5; AND ALL LOTS OF **J.W. ADERHOLD'S SUBDIVISION OF BLOCK K** AS RECORDED IN PLAT BOOK A PAGES 38 AND 11; AND LOTS i THRU 3 OF BLOCK L OF **ROBERT BASS ADDITION** AS RECORDED IN PLAT BOOK A PAGES 4 AND 5; AND LOTS i THRU 8 OF BLOCK A, VACATED ALLEY ABUTTING LOTS i AND 2 OF BLOCK A, LOTS i THRU 4 OF BLOCK B, VACATED ALLEY ABUTTING LOTS i AND 4 OF BLOCK B OF **SEARS ADDITION** AS RECORDED IN PLAT BOOK A PAGE 9; AND LOTS i THRU 3 OF **W.M. BOSWELL'S ADDITION** AS RECORDED IN PLAT BOOK I PAGE 28; AND LOT A OF BLOCK A, LOT B OF BLOCK B OF **PARKER AND EDMONSON~S SUBDIVISION** AS RECORDED IN PLAT BOOK 1 PAGE 86 IN OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA. ALL BEING A PART OF SECTION 22, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE, COUNTY OF OSCEOLA, STATE OF FLORIDA.

[illegible]Page 475 of 501¹⁰⁷



DOWNTOWN KISSIMMEE CRA

REDEVELOPMENT PLAN UPDATE

CRA Board Meeting
August 19, 2025

CITY OF
KISSIMMEE
1883

Inspire
PLACEMAKING COLLECTIVE

AGENDA

Introduction

Plan Updates

Next Steps



PROJECT TEAM



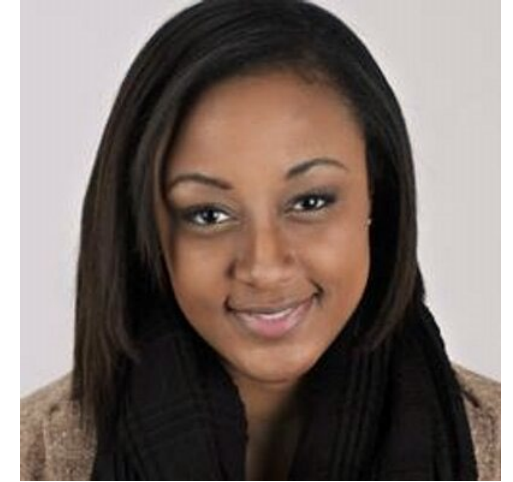
George Kramer,
AICP
Project Manager, PIC



Laura Martinez,
AICP
Associate Project
Manager



Kyle Peterson
Landscape Architect

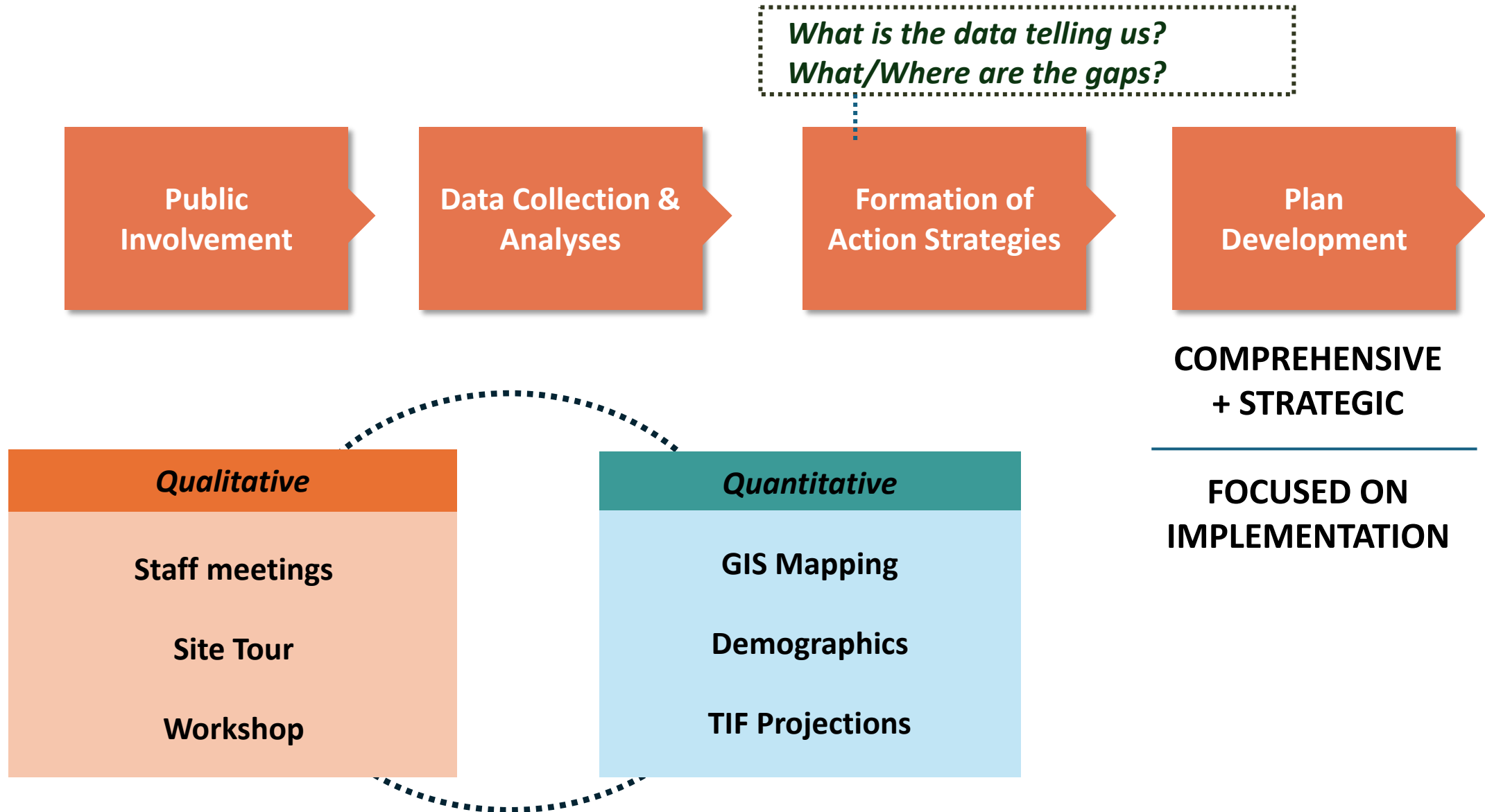


Megan Barrow,
AICP
Senior Planner

WHY ARE WE HERE?

Downtown Kissimmee's CRA plan needs an update to ***foster a safe environment for residents, businesses, and visitors.***

PLAN UPDATE APPROACH



PROJECT OVERVIEW

Kissimmee Community Redevelopment Area Plan Update Schedule										
week of:	June		July				August			
	23	30	7	14	21	28	4	11	18	25
Task 1: Kick-off and Project Management										
1.1 Kickoff meeting, project milestones	●	—	●		●		●		●	
Task 2: Community Workshop										
2.1 Community Workshop / Open House			—		★					
Task 3: Community Redevelopment Plan Update Draft										
3.1 Review and Revise Plan Elements		—	—							
3.2 Creation of Updated Capital Projects and Programs List (Preliminary CIP)			—		★					
3.3 TIF Revenue Projections		—	—							
3.4 Five-Year Community Redevelopment Agency Budget Worksheet			—		★					
3.5 Revisions				—	—	—	—	—	★	
Task 4: Presentation of Community Redevelopment Plan Update										
4.1 Resolutions and Ordinances					—	—				
4.2 Presentation of Draft CRP to CRA Boards							●			
4.3 Presentation of Draft CRP to Local Planning Agency							●			
4.4 Documentation and Incorporation of Comments and Revisions						—	—	—		
4.5 Presentation of the CRP to CRA Boards									●	
4.6 Presentation of CRP to City Commission									●	

- Meetings with staff
- ★ Deliverables
- Production
- Staff Review
- Public Meetings

DOWNTOWN KISSIMMEE CRA

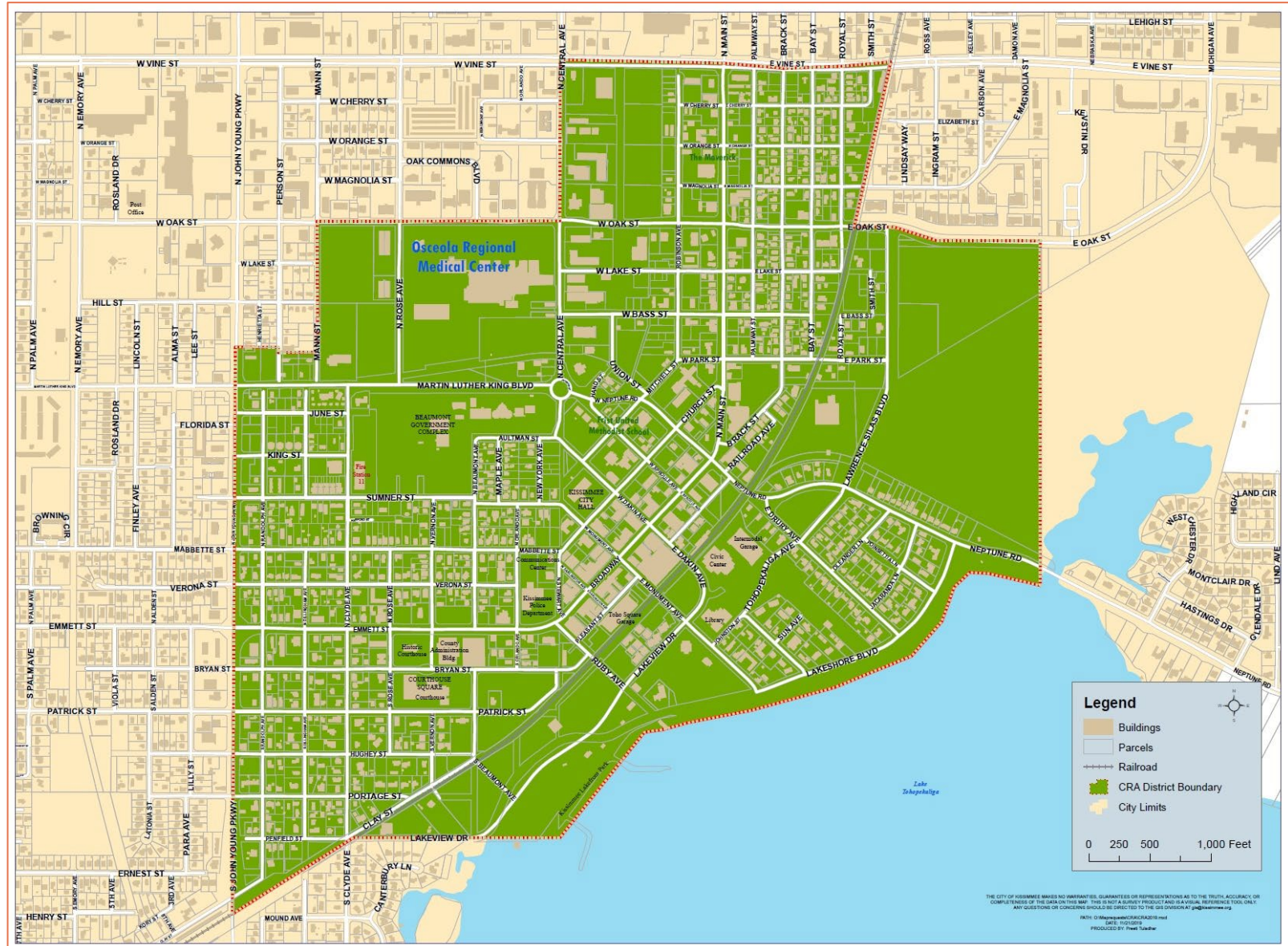
DOWNTOWN KISSIMMEE CRA

Established:
1992

Duration of CRA: Sunsets in 2052

Area:
720 acres

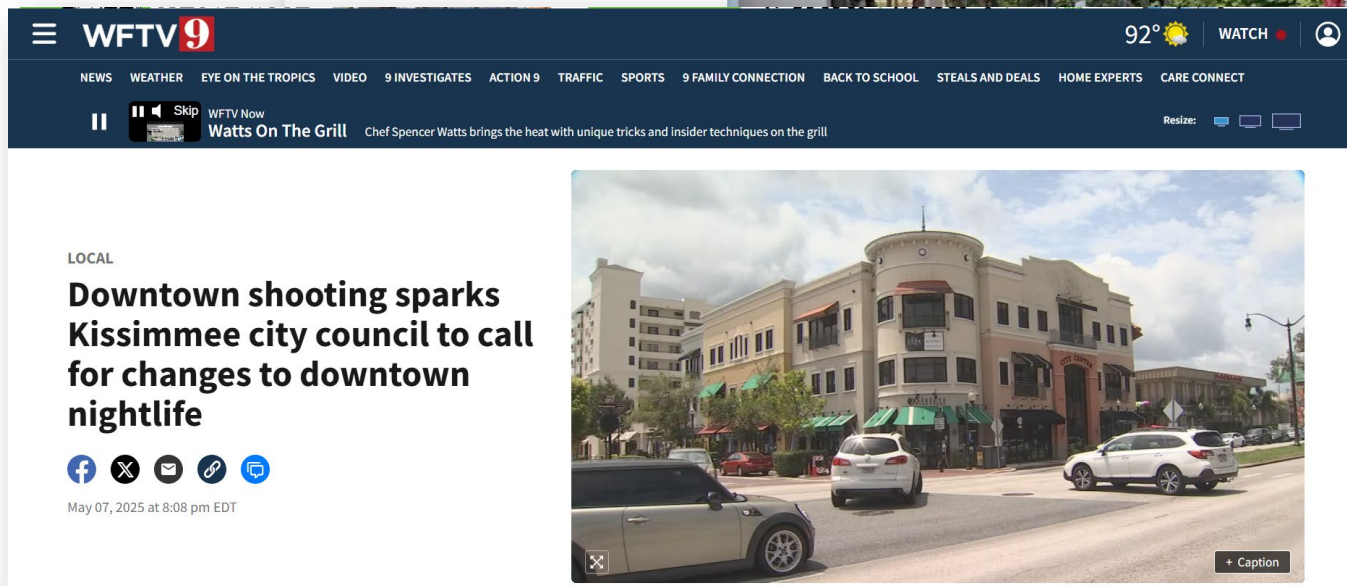
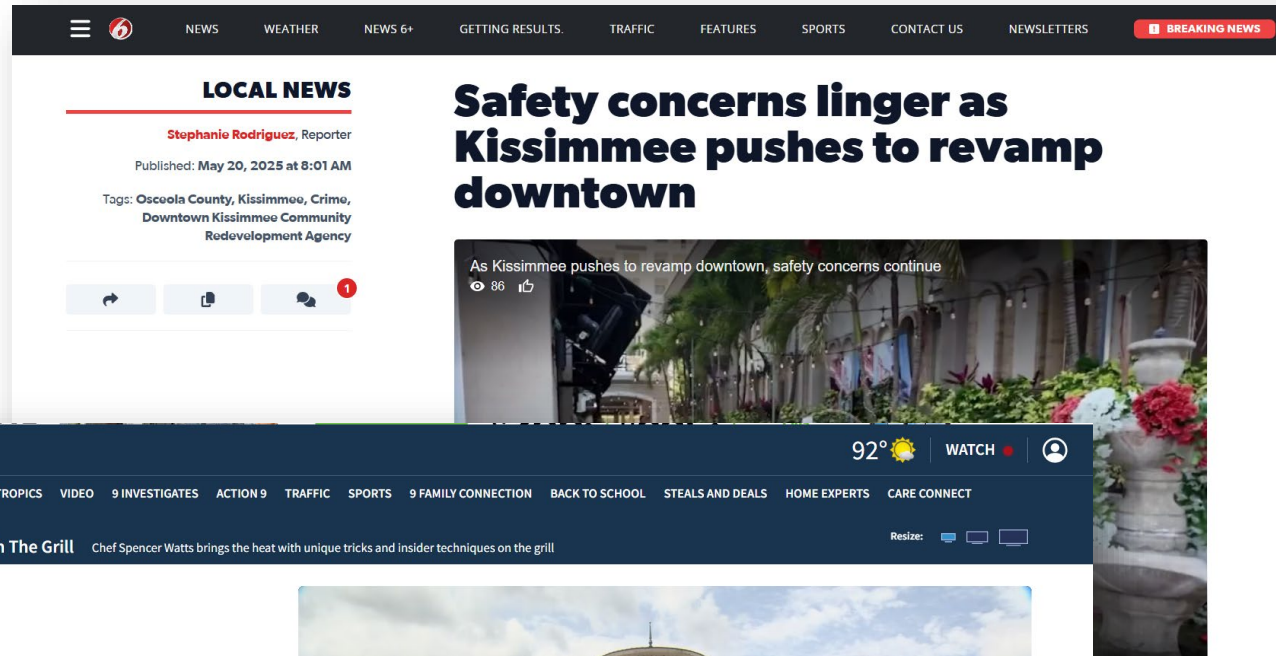
Approximately 128 acres of vacant parcels



DOWNTOWN KISSIMMEE CRA

Lingering
perceptions
of safety

Areas in need of
revitalization
within the CRA





The Community Redevelopment Plan is the blueprint of the CRA.

- In order to collect and spend money, the CRA must have a plan.
- If a program or project is ***not*** contained in the Plan, it ***cannot*** be undertaken.
- Occasionally, the CRA updates the plan to make sure its priorities are current and that it can take on new projects.



← Today

PROJECT OVERVIEW

✓ **Community Engagement**

On July 15, 2025, a public workshop was held from 4:00pm to 7:00pm at the Kissimmee City Hall to gather input from the community regarding the update to the Community Redevelopment Plan

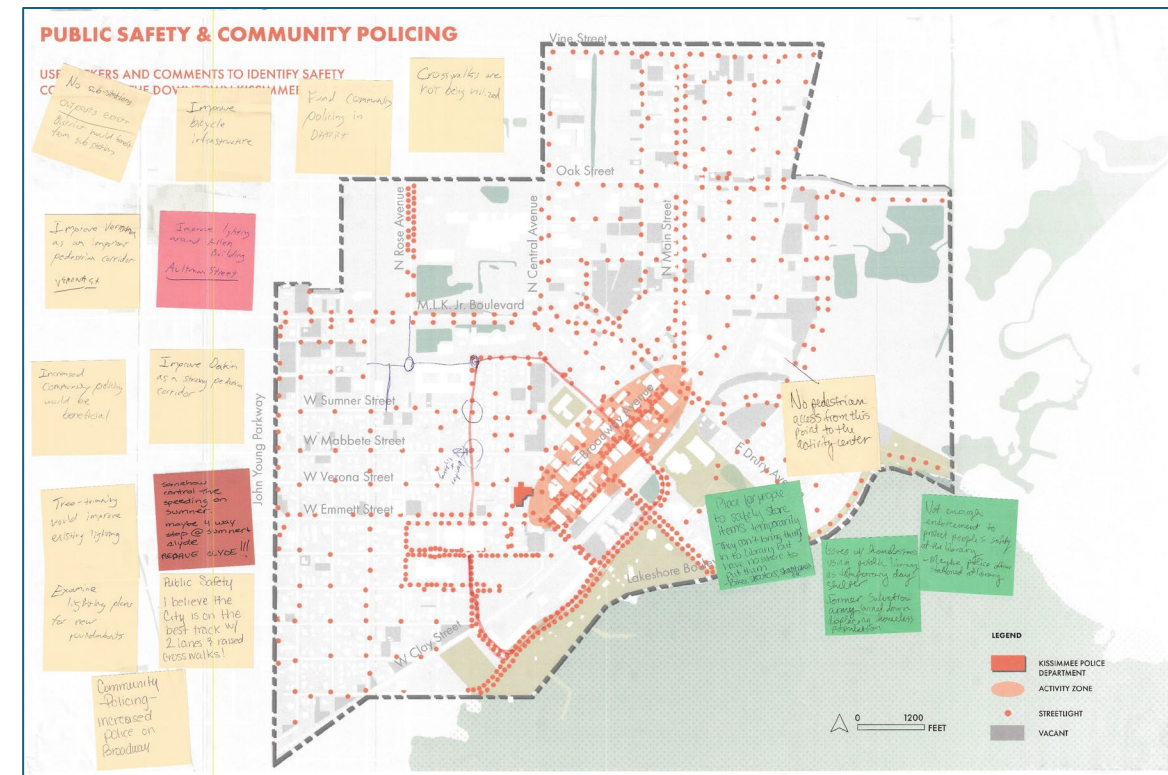
CRA and Inspire Staff worked together at four different stations to engage with the community members in attendance. The four stations were focused on the following:

Public Safety & Community Policing
Opportunity Sites
Neighborhoods & Parks
Streetscapes & Wayfinding

COMMUNITY ENGAGEMENT

Enhance Public Safety

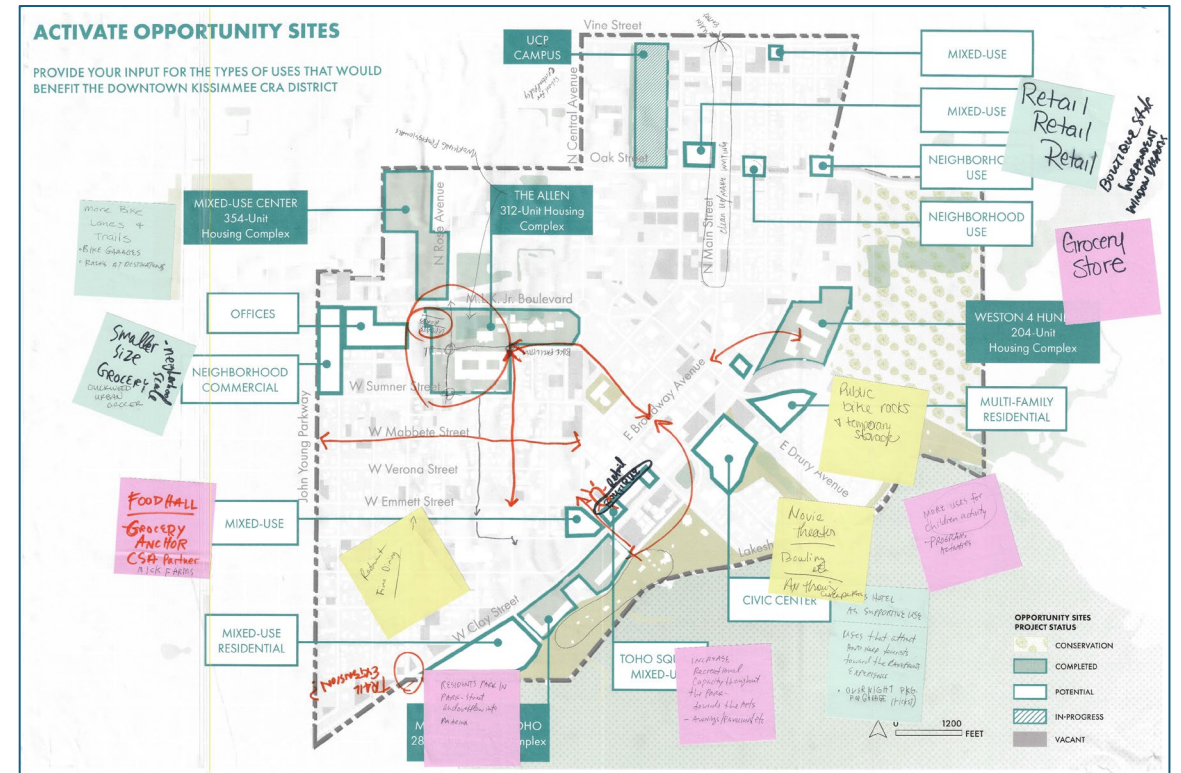
- stronger community policing with a focus on mental health and addiction response
- a need for specialized training for local police to handle conflicts related to mental health and drug use
- the need for improved lighting and safer pedestrian connections
- Concerns included library safety, secure storage for personal items, and making public spaces welcoming for all users.



COMMUNITY ENGAGEMENT

Opportunity Sites

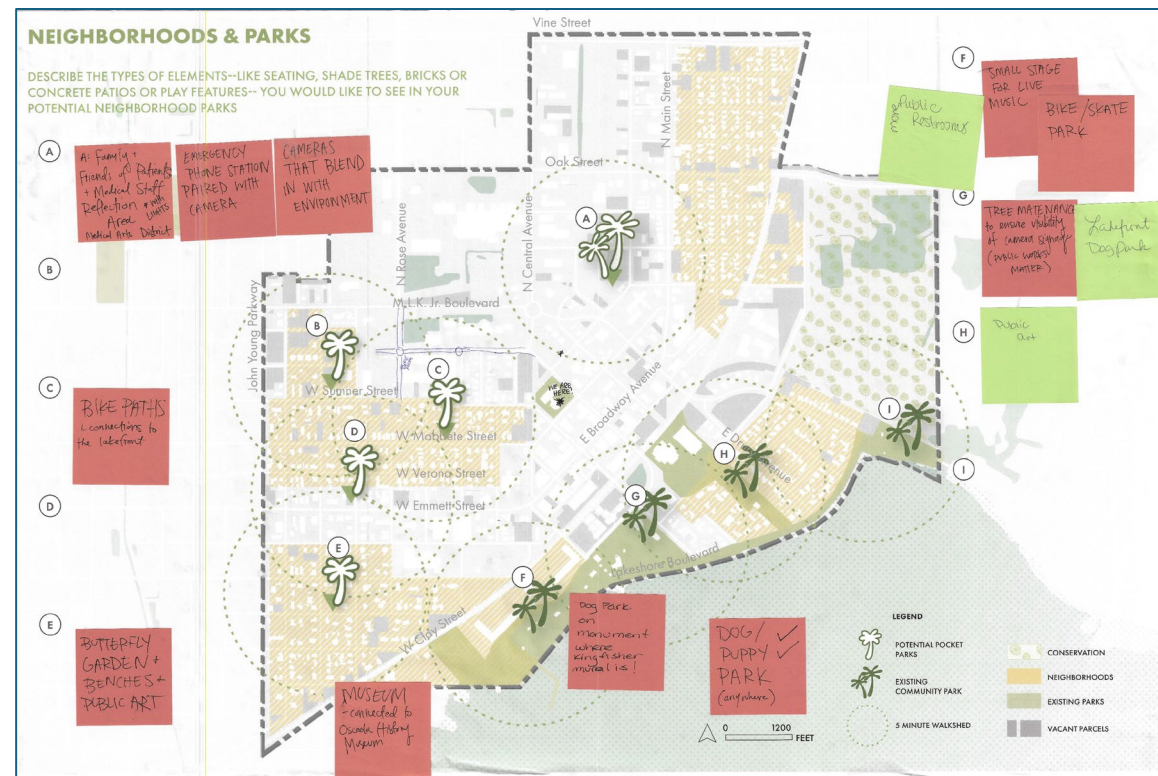
- attracting more retail, dining, and entertainment options
- creating options for visitors to fill their day to bring people to and keep people in the area
- activating underutilized sites for diverse uses



COMMUNITY ENGAGEMENT

Neighborhoods & Parks

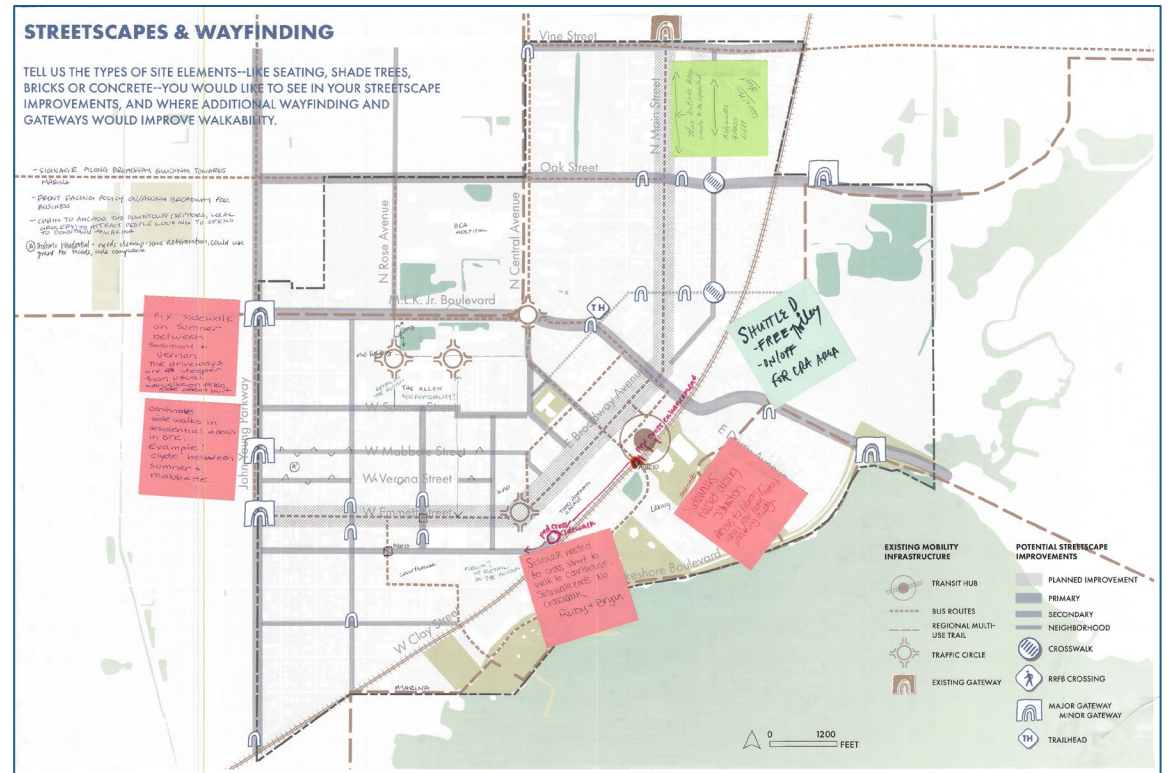
- enhancing parks and public spaces
- the need for safety features, better bike connections, public restrooms, and entertainment options
- adding a dog park, skate/bike park and additional public art in the area.



COMMUNITY ENGAGEMENT

Streetscapes & Wayfinding

- improve lighting & pedestrian infrastructure around residential neighborhoods
- enhance signage & business frontages to strengthen visibility and drive foot traffic to Downtown and the Marina
- activate underutilized streets & corridors, through crosswalk upgrades, code enforcement, preservation incentives, and the introduction of a shuttle or trolley system



THE VISION

To be a historic, lakeside “destination-downtown” with established urban neighborhoods interwoven within shopping, employment, entertainment, and recreation districts.



REDEVELOPMENT PLAN GOALS

Administration

Building Capacity and Partnerships for Effective Redevelopment

Housing

Supporting Home Ownership and Preserving Neighborhood Character

Economic Development

Driving Economic Growth in a Regional Destination

Community and Culture

Strengthening Identity through Unique Branding and Historic Preservation

Infrastructure

Investing in Mobility and Resilience to Support Redevelopment

Public Space Amenities

Establishing a Strong Sense of Place in Downtown Kissimmee

Public Health and Safety

Advocating for a Safe and Healthy Community

1. Reinvigorate Downtown Neighborhoods



- Enhance the public realm to be inviting, safe, and well-connected spaces for its residents and visitors
- Connect neighborhoods with inviting, multi-modal streets to further supports the livelihood of the neighborhood
- Encourage and enable increased home ownership and private-sector development of new residential units, which would update existing development patterns and increase residential densities where appropriate

2. Unify Mobility Enhancements & Wayfinding



- Improve accessibility, wayfinding, and multimodal connectivity throughout the area
- Create consistency for landscaping, hardscaping, signage, and lighting in commercial corridors, roadways and neighborhood streets
- Provide a visible “identity” for the Downtown Community Redevelopment Area and establish a visual “sense of place” for downtown Kissimmee

3. Activate Opportunity Sites



- Develop architecturally compatible, higher density residential uses and mixed use developments near employment centers
- Expand the medical services sector and supported uses
- Facilitate redevelopment and infill development in the Central Business District of underutilized or vacant parcels with a mix of complementary uses

4. Enhance Public Safety



- Utilize innovative community policing strategies that respond to the perception and reality of safety in the Downtown Kissimmee CRA
- Improve programming and implementation through targeted programming, environmental design, and community collaboration
- Build trust in practical ways through Neighborhood Watch Programs, Police-Youth Partnerships and events, and safety training for vulnerable groups.

NEXT STEPS

NEXT STEPS



PLANNING ADVISORY
BOARD

AUGUST 20, 2025



PERIOD FOR REVISIONS



CRA BOARD & CITY
COMMISSION

SEPTEMBER 2, 2025

THANK YOU!



George Kramer, AICP

Project Manager

gkramer@inspireplacemaking.com

Laura Martinez

Associate Project Manager

lmartinez@inspireplacemaking.com

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION NOTICE OF INTENT TO ISSUE PERMIT

The Department of Environmental Protection gives notice of its intent to issue a permit to CompostUSA of Osceola County, LLC (130 S. Main Street, Winter Garden, Florida 34787) to construct and operate a new composting Biosolids Treatment Facility (BTF) which would distribute and market 292,000 dry ton per year of Class AA USCC STA certified compost. The facility will be located at latitude 28 o 5' 21.52" N, longitude 81 o 8' 6.72" W on 7701 Golden Citrus Road, Saint Cloud, Florida 34773 in Osceola County. The Department has assigned permit file number FLAB07528-001-DW15 to the proposed project.

The intent to issue and application file are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department's Central District Office, 3319 Maguire Blvd, Suite 232, Orlando, Florida 32803-3767, at phone number (407) 897-4100. The permit can be also viewed electronically at the link below.
https://dep.edms.dep.state.fl.us:443/Oculus/servlet/shell?command=hitlist&freeText=&[folderName=&[profile=Permitting_Authorization]&[creator=]&[entityType=any]&[createdDate To=]&[catalog=38]&[searchBy=Profile]&[sortBy=Document+Date]&[createdDate=]&[County= EQ_OSCEOLA]&[District= EQ_CD]&[Facility-Site+ID= EQ_FLAB07528]&[Document+Date= RG_ (05-01-2025,07-11-2025)]

The Department will issue the permit, unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

August 7, 2025

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA
CASE NO. 2025-CA-001220 MF
KINDRED HOMEOWNERS ASSOCIATION, INC.,
Plaintiff,
vs.
JAZMIN ALEXANDRA FELIZ PIMENTEL, et al.,
Defendants.

NOTICE OF ACTION

TO: Jazmin Alexandra Feliz Pimentel
1574 Dalehurst Lane
Kissimmee, FL 34744

Ernesto Alejandro Diaz Robledo Unknown Parties in Possession
1574 Dalehurst Lane 1574 Dalehurst Lane
Kissimmee, FL 34744 Kissimmee, FL 34744

YOU ARE NOTIFIED that an action to foreclose a lien against the following property in Osceola County, Florida:
Lot 627, KINDRED PHASE 2A, according to the plat as recorded in Plat Book 28, Pages 133 through 136, of the Public Records of Osceola County, Florida.

has been filed against you and you are required to serve a copy of your written defenses, if any, to it on, **JENNIFER SINCLAIR, ESQUIRE**, Plaintiffs Attorney, whose address is **ARIAS BOSINGER, PLLC**, 280 W. Canton Avenue, Suite 330, Winter Park, Florida 32789, within thirty (30) days after the first publication of this notice, on or before **SEPTEMBER 8, 2025**, and file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the Complaint for Lien Foreclosure and Monetary Damages.

IMPORTANT
AMERICANS WITH DISABILITIES ACT, please note that access to the second floor of the Osceola County Courthouse for the Sale can be obtained as Elevator access is available: By using the door located the right of the steps. If elevator access is required, please contact Clerk's office a day prior to sale at 407-742-3479. If you are a person with a disability who needs any accommodation in order to participate in a court proceeding or event, you are entitled, at no cost to you, to the provision of certain assistance. Please contact in Osceola County: ADA Coordinator, Court Administration, Osceola County Courthouse, 2 Courthouse Square, Suite 6300, Kissimmee, FL 34741, (407) 742-2417. Fax it: 407-935-5079, at least 7 days before your scheduled court appearance, or immediately upon receiving notification if the time before the scheduled court appearance is less than 7 days. If you are hearing or voice impaired, call 711 to reach the Telecommunications Relay Service.

DATED on this 25th day of July 2025.
(CIRCUIT COURT SEAL)

KELVIN SOTO, ESQ.
CLERK OF THE CIRCUIT COURT
AND COUNTY COMPTROLLER
By: /s/ SV
As Deputy Clerk

August 7, 14, 2025

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR OSCEOLA COUNTY, FLORIDA
CASE NO. 2025-CA-915
VACATION VILLAS AT FANTASYWORLD
TIMESHARE OWNERS, INC.,
Plaintiff,
vs.
JOSEPH SELLERS, LOLITA FRASIER-SELLERS, PATRICE HAMMOND, ANDREW HARVEY, CLIFFORD HEALD, BENJAMIN HOLT, GENAY HOLT, BART MIDDEKE, SHERYL L. MIDDEKE AND JUDITH MINNIX,
Defendants.

NOTICE OF ACTION

TO: SHERYL L. MIDDEKE
and all persons claiming, by, through, under or against the named Defendant

YOU ARE HEREBY NOTIFIED that an action seeking a foreclosure concerning the following property located in Osceola County, Florida has been filed against you: **TIME SHARE PERIOD: 31-22 ANNUAL UNIT 3 in which the first number represents the unit number and the number after the hyphen represents the unit week number, in Vacation Villas at Fantasyworld, according to the Declaration thereof recorded in Official Records Book 1030, at pages 0555-0583 inclusive, Public Records of Osceola County, Florida, and all amendment(s) thereto, if any.**

You are required to serve a copy of your written defenses, if any, to it on Marlene Kirtland Kirian, Esquire, the plaintiff's attorney, whose address is:605 E. Robinson Street, Suite 130, Orlando, Florida 32801, Phone 407-539-1638, **on or before thirty (30) days from the date of the first publication of this notice**, and file the original with the clerk of this court either before service on the plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint or petition:

DATED: August 8, 2025

KELVIN SOTO ESQ.
CLERK OF THE CIRCUIT COURT
AND COUNTY COMPTROLLER
By: /s/ SV
As Deputy Clerk

Copies to:
Marlene Kirtland Kirian, Esq.
605 E. Robinson Street Suite 130
Orlando, Florida 32801
August 7, 14, 2025

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR OSCEOLA COUNTY, FLORIDA
CASE NO. 2025-CA-915
VACATION VILLAS AT FANTASYWORLD
TIMESHARE OWNERS, INC.,
Plaintiff,
vs.
JOSEPH SELLERS, LOLITA FRASIER-SELLERS, PATRICE HAMMOND, ANDREW HARVEY, CLIFFORD HEALD, BENJAMIN HOLT, GENAY HOLT, BART MIDDEKE, SHERYL L. MIDDEKE AND JUDITH MINNIX,
Defendants.

NOTICE OF ACTION

TO: BART MIDDEKE
and all persons claiming, by, through, under or against the named Defendant

YOU ARE HEREBY NOTIFIED that an action seeking a foreclosure concerning the following property located in Osceola County, Florida has been filed against you: **TIME SHARE PERIOD: 31-22 ANNUAL UNIT 3 in which the first number represents the unit number and the number after the hyphen represents the unit week number, in Vacation Villas at Fantasyworld, according to the Declaration thereof recorded in Official Records Book 1030, at pages 0555-0583 inclusive, Public Records of Osceola County, Florida, and all amendment(s) thereto, if any.**

You are required to serve a copy of your written defenses, if any, to it on Marlene Kirtland Kirian, Esquire, the plaintiff's attorney, whose address is:605 E. Robinson Street, Suite 130, Orlando, Florida 32801, Phone 407-539-1638, **on or before thirty (30) days from the date of the first publication of this notice**, and file the original with the clerk of this court either before service on the plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint or petition:

DATED: August 4, 2025.

KELVIN SOTO ESQ.
CLERK OF THE CIRCUIT COURT
AN COUNTY COMPTROLLER
By: /s/ SV
As Deputy Clerk

Copies to:
Marlene Kirtland Kirian, Esq.
605 E. Robinson Street Suite 130
Orlando, Florida 32801
August 7, 14, 2025

**NOTICE OF PUBLIC HEARING
ORDINANCE NO. 2025-62**

Notice is hereby given that the Planning Commission of the City of St. Cloud, Florida, at a meeting to be held on August 19, 2025, in the Council Chambers at City Hall, 1300 9th Street, St. Cloud, Florida at 6:00 p.m., will consider the issue and make a recommendation to the City Council relative to enactment of Ordinance No. 2025-62 entitled:

Notice is hereby given that the City Council of the City of St. Cloud, Florida, at a meeting to be held on September 11, 2025, in their Chamber at City Hall, 1300 9th Street, St. Cloud, Florida at 6:30 p.m., will consider the adoption of Ordinance No. 2025-62 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ASSIGNING A FUTURE LAND USE DESIGNATION TO APPROXIMATELY +/- 9.04 ACRES IDENTIFIED AS GRACE COMMUNITY CHURCH, PROJECT #CPA25-00007, GENERALLY LOCATED NORTH OF EAST IRL0 BRONSON MEMORIAL HIGHWAY, EAST OF NOVA ROAD, SOUTH OF LAKE LIZZIE DRIVE AND WEST OF BRADLEY DRIVE FROM COMMUNITY CENTER (COUNTY) TO COMMUNITY CENTER (CITY), PROVIDING FOR AMENDING THE OFFICIAL FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, APPLICABILITY AND EFFECT, SEVERABILITY, COPIES ON FILE AND EFFECTIVE DATE.

Interested parties may appear at the meeting at which time this ORDINANCE is to be considered and shall be heard with respect to the proposed ORDINANCE at the Public Hearing thereon. This ORDINANCE, in its entirety can be reviewed at the Community Development Department between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

If a person decides to appeal any decision made by the Committee/ Board, with respect to any matter considered at such hearing/ meeting, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, and which record is not provided by the City of St. Cloud. (FS 286.0105)

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary/Clerk of the Committee/Board (listed below), prior to the meeting. (FS 286.26)

Christy Depuy, Planning Commission Secretary
1300 9th Street, St. Cloud, FL 34769
Telephone: (407) 957-7297

Ivy Llauro, City Clerk
1300 9th Street, St. Cloud, Florida 34769
Telephone: 407-957-7300
August 7, 2025

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF SPECIAL PUBLIC MEETING TO OPEN PROPOSALS FOR ED7 AVENUE D FRAMEWORK ROADWAY, PHASE 2, CIVIL SITE WORK, AVENUE O FRAMEWORK ROADWAY, PHASE 2, CIVIL SITE WORK AND NEIGHBORHOOD ROAD PHASE 2 CIVIL SITE WORK (AKA NEIGHBORHOOD CONNECTOR ROADS CIVIL SITE WORK) Osceola County, Florida

The Edgewater West Community Development District ("District"), a special purpose unit of local government established under Chapter 190, Florida Statutes, for the purpose of financing, acquiring, constructing, installing, operating, and maintaining community infrastructure improvements for the community of Edgewater West, hereby issues a Notice of a Special Public Meeting on August 19, 2025, at 11:00 AM (EST) to publicly open the bids received for the following three Requests for Proposals:

(1) ED7 Avenue D Framework Roadway, Phase 2, Civil Site Work.
(2) Avenue O Framework Roadway, Phase 2, Civil Site Work
(3) Neighborhood Road, Phase 2, Civil Site Work (AKA Neighborhood Connector Roads Civil Site Work)

Pursuant to Section 255.0518, Florida Statutes, Hanson, Walter & Associates, Inc. ("District Engineer") will conduct the public opening of the bids in their office located at 8 Broadway, Suite 104, Kissimmee Florida, 34741 ("District Engineer's Office") (or at an alternative location to be determined and announced). The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors ("Board") will be made at that time. A copy of the agenda for the meeting can be obtained from Shawn Hindle, P.E., District Engineer, at shindle@hansonwalter.com.

Information about how the meeting will occur, assistance connecting to the meeting, or arranging further accommodations for participation, and an electronic copy of the agenda may be obtained by contacting the District Manager at 561-571-0010, or by emailing wrathellic@whhassociates.com.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. If held in person, there may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager's Office at 561-571-0010, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Any and all questions relative to the Requests for Proposals or the special meeting shall be directed in writing by e-mail only to Shawn Hindle, P.E., District Engineer, at shindle@hansonwalter.com, with e-mail copies to Craig Wrathell, District Manager, at wrathell@whhassociates.com and Michael Eckert, District Counsel, at Michael.Eckert@KutakRock.com. No phone inquiries please.

Shawn Hindle, P.E.
District Engineer
August 7, 2025

**NOTICE OF PUBLIC HEARING
ORDINANCE NO. 2025-54**

Notice is hereby given that the Planning Commission of the City of St. Cloud, Florida, at a meeting to be held on August 19, 2025, in the Council Chambers at City Hall, 1300 9th Street, St. Cloud, Florida at 6:00 p.m., will consider the issue and make a recommendation to the City Council relative to enactment of Ordinance No. 2025-54 entitled:

Notice is hereby given that the City Council of the City of St. Cloud, Florida, at a meeting to be held on September 11, 2025, in their Chamber at City Hall, 1300 9th Street, St. Cloud, Florida at 6:30 p.m., will consider the adoption of Ordinance No. 2025-54 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, PROVIDING FOR THE ZONING AMENDMENT OF THE ZONING MAP OF THE LAND DEVELOPMENT CODE OF THE CITY OF ST. CLOUD, FLORIDA, SPECIFICALLY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY +/- 61.698 ACRES IDENTIFIED AS CITY PARKS REZONING, PROJECT #ZMA25-00006, FROM "P" PROFESSIONAL TO "OR" OPEN SPACE/RECREATION LOCATED AT 1104 LAKESHORE BOULEVARD, 317 DELAWARE AVENUE, 300 GEORGIA AVENUE, AND 1201 13th STREET, PROVIDING FOR ENTERING THE DESIGNATION ON THE OFFICIAL ZONING MAP, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, SEVERABILITY, AND EFFECTIVE DATE.

Interested parties may appear at the meeting at which time this

ORDINANCE is to be considered and shall be heard with respect to the proposed ORDINANCE at the Public Hearing thereon. This ORDINANCE, in its entirety can be reviewed at the Community Development Department between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

If a person decides to appeal any decision made by the Committee/ Board, with respect to any matter considered at such hearing/ meeting, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, and which record is not provided by the City of St. Cloud. (FS 286.0105)

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary/Clerk of the Committee/Board (listed below), prior to the meeting. (FS 286.26)

Christy Depuy, Planning Commission Secretary
1300 9th Street, St. Cloud, FL 34769
Telephone: (407) 957-7297

Ivy Llauro, City Clerk
1300 9th Street, St. Cloud, Florida 34769
Telephone: 407-957-7300
August 7, 2025

**NOTICE OF PUBLIC HEARING
ORDINANCE NO. 2025-59**

Notice is hereby given that the Planning Commission of the City of St. Cloud, Florida, at a meeting to be held on August 19, 2025, in the Council Chambers at City Hall, 1300 9th Street, St. Cloud, Florida at 6:00 p.m., will consider the issue and make a recommendation to the City Council relative to enactment of Ordinance No. 2025-59 entitled:

Notice is hereby given that the City Council of the City of St. Cloud, Florida, at a meeting to be held on September 11, 2025, in their Chamber at City Hall, 1300 9th Street, St. Cloud, Florida at 6:30 p.m., will consider the adoption of Ordinance No. 2025-59 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, PROVIDING FOR THE ZONING AMENDMENT OF THE ZONING MAP OF THE LAND DEVELOPMENT CODE OF THE CITY OF ST. CLOUD, FLORIDA, SPECIFICALLY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY +/- 1.95 ACRES IDENTIFIED AS DMI BUSINESS PARK PHASE 2, PROJECT #ZMA25-00005, FROM "R-1A" SINGLE FAMILY DWELLING TO "I-1" INDUSTRIAL LOCATED AT 1505 ORANGE AVENUE, PROVIDING FOR ENTERING THE DESIGNATION ON THE OFFICIAL ZONING MAP, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, SEVERABILITY, AND EFFECTIVE DATE.

Interested parties may appear at the meeting at which time this ORDINANCE is to be considered and shall be heard with respect to the proposed ORDINANCE at the Public Hearing thereon. This ORDINANCE, in its entirety can be reviewed at the Community Development Department between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

If a person decides to appeal any decision made by the Committee/ Board, with respect to any matter considered at such hearing/ meeting, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, and which record is not provided by the City of St. Cloud. (FS 286.0105)

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary/Clerk of the Committee/Board (listed below), prior to the meeting. (FS 286.26)

Christy Depuy, Planning Commission Secretary
1300 9th Street, St. Cloud, FL 34769
Telephone: (407) 957-7297

Ivy Llauro, City Clerk
1300 9th Street, St. Cloud, Florida 34769
Telephone: 407-957-7300
August 7, 2025

**NOTICE OF PUBLIC HEARING
ORDINANCE NO. 2025-64**

Notice is hereby given that the Planning Commission of the City of St. Cloud, Florida, at a meeting to be held on August 19, 2025, in the Council Chambers at City Hall, 1300 9th Street, St. Cloud, Florida at 6:00 p.m., will consider the issue and make a recommendation relative to enactment of Ordinance No. 2025-64 entitled:

Notice is hereby given that the City Council of the City of St. Cloud, Florida, at a meeting to be held on September 11, 2025, in the Council Chambers at City Hall, 1300 9th Street, St. Cloud, Florida at 6:30 p.m., will consider the issue and make a recommendation relative to enactment of Ordinance No. 2025-64 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING CHAPTER 3, "PERFORMANCE AND SITING STANDARDS" OF THE LAND DEVELOPMENT CODE, BY AMENDING ARTICLE 15, TITLED "SUPPLEMENTAL REGULATIONS" BY AMENDING SECTION 35.12 "CLASSIFICATION OF ANNEXED LAND," IDENTIFIED AS LDC TABLE OF CLASSIFIED LANDS UPDATE, PROJECT # CCA25-00004, PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, CONFLICT, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION, AND AN EFFECTIVE DATE.

Interested parties may appear at the meeting at which time this ORDINANCE is to be considered and shall be heard with respect to the proposed ORDINANCE at the Public Hearing thereon. This ORDINANCE, in its entirety, can be reviewed at the Community Development Department between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

If a person decides to appeal any decision made by the Committee/ Board, with respect to any matter considered at such hearing/ meeting, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, and which record is not provided by the City of St. Cloud. (FS 286.0105)

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary/Clerk of the Committee/Board (listed below), prior to the meeting. (FS 286.26)

Christy Depuy, Planning Commission Secretary
1300 9th Street, St. Cloud, FL 34769
Telephone: (407) 957-8427

Ivy Llauro, City Clerk
1300 9th Street, St. Cloud, Florida 34769
Telephone: 407-957-7300
August 7, 2025

**NOTICE OF PUBLIC HEARING
ORDINANCE NO. 2025-65**

Notice is hereby given that the Planning Commission of the City of St. Cloud, Florida, at a meeting to be held on August 19, 2025, in the Council Chambers at City Hall, 1300 9th Street, St. Cloud, Florida at 6:00 p.m., will consider the issue and make a recommendation relative to enactment of Ordinance No. 2025-65 entitled:

Notice is hereby given that the City Council of the City of St. Cloud, Florida, at a meeting to be held on September 11, 2025, in the Council Chambers at City Hall, 1300 9th Street, St. Cloud, Florida at 6:30 p.m., will consider the issue and make a recommendation relative to enactment of Ordinance No. 2025-65 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING CHAPTER 3, "PERFORMANCE AND SITING STANDARDS" OF THE LAND DEVELOPMENT CODE, BY ADDING A NEW ARTICLE, TITLED "ARTICLE 12, URBAN INFILL CENTERS," IDENTIFIED AS URBAN INFILL CENTERS LDC UPDATE, PROJECT # CCA25-00005, PROVIDING FOR URBAN INFILL CENTERS STANDARDS AND PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, CONFLICT, ADMINISTRATIVE CORRECTION, CODIFICATION, AND AN EFFECTIVE DATE.

Interested parties may appear at the meeting at which time this ORDINANCE is to be considered and shall be heard with respect to the proposed ORDINANCE at the Public Hearing thereon. This ORDINANCE, in its entirety, can be reviewed at the Community Development Department between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

If a person decides to appeal any decision made by the Committee/ Board, with respect to any matter considered at such hearing/ meeting, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, and which record is not provided by the City of St. Cloud. (FS 286.0105)

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary/Clerk of the Committee/Board (listed below), prior to the meeting. (FS 286.26)

Christy Depuy, Planning Commission Secretary
1300 9th Street, St. Cloud, FL 34769
Telephone: (407) 957-8427

Ivy Llauro, City Clerk
1300 9th Street, St. Cloud, Florida 34769
Telephone: 407-957-7300
August 7, 2025

**NOTICE OF PUBLIC HEARING
RESOLUTION NO. 2025-111R**

Notice is hereby given that the Planning Commission of the City of St. Cloud, Florida, at a meeting to be held on August 19, 2025, in the Council Chambers at City Hall, 1300 9th Street, St. Cloud, Florida at 6:00 p.m., will consider the issue and make a recommendation

to the City Council relative to enactment of Resolution No. 2025-111R entitled:

Notice is hereby given that the City Council of the City of St. Cloud, Florida, at a meeting to be held on September 11, 2025, in the Council Chambers at City Hall, 1300 9th Street, St. Cloud, Florida at 6:30 p.m., will consider the adoption of Resolution No. 2025-111R entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, GRANTING A CONDITIONAL USE FOR "PRIVATE SCHOOL" IN THE "R-1B" SINGLE FAMILY DWELLING ZONING DISTRICT ON THE +/- 2.45 ACRES OF LAND KNOWN AS THE ALTAR ACADEMY, PROJECT #CNU25-00001, LOCATED AT 1215 OLD HICKORY TREE ROAD, AS DESCRIBED IN THE BODY OF THIS RESOLUTION.

Interested parties may appear at the meeting at which time this RESOLUTION is to be considered and shall be heard with respect to the proposed RESOLUTION at the Public Hearing thereon. This RESOLUTION, in its entirety can be reviewed at the Community Development Department between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

If a person decides to appeal any decision made by the Committee/ Board, with respect to any matter considered at such hearing/ meeting, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, and which record is not provided by the City of St. Cloud. (FS 286.0105)

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary/Clerk of the Committee/Board (listed below), prior to the meeting. (FS 286.26)

Christy Depuy, Planning Commission Secretary
1300 9th Street, St. Cloud, FL 34769
Telephone: (407) 957-7297

Ivy Llauro, City Clerk
1300 9th Street, St. Cloud, Florida 34769
Telephone: 407-957-7300
August 7, 2025

FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Fish Lake Cove Community Development District ("District") will hold a public hearing on August 21, 2025 at 2:00 p.m. at the Hart Memorial Library, 211 East Dakin Avenue, Kissimmee, Florida 34741 for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2026"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
July 31, 2025/August 7, 2025

POSSESSORY LIEN NOTICE FOR STORAGE CHARGES

Notice is hereby given that on 8/20/25 at 0800 am, the following vehicles(s) may be sold at public sale at 3745 Cord Avenue, St. Cloud Fl. 34772 for the amount owed of \$5100 on vehicle to satisfy the lien for services of storage charges and any administrative fees allowed pursuant to Florida Statute 713.585.

VIN# 1GT49ME70LF231440 Year 2020 Make GMC GMC Sierra 2500
Owner: Rose Mercado
The name, address and telephone number and public sale location of the repair shop claiming the lien for unpaid charges is:
Lienor Name: GiGi Management/ Healthy Hearts Consult LLC
Lienor Address: 3745 Cord Ave St. Cloud Fl. 34772
Lienor Telephone #: 810-399-2770
MV License #: 4 MY Papi
Location of Vehicles: 3745 Cord Avenue, St. Cloud Fl 34772
August 7, 2025

NOTICE OF PUBLIC HEARING

The City Commission for the City of Kissimmee, Florida, as the governing body of the Community Redevelopment Agency, does hereby give public notice in accordance with Section 163.346, Florida Statutes of the intention to adopt a Resolution approving an amendment to update the Downtown Kissimmee Community Redevelopment Plan. The City Commission will consider the resolution immediately following a public hearing to be held on **August 19, 2025**, beginning at **6:00 p.m.** or as soon thereafter as possible at City Hall Commission Chambers, 101 Church Street, Kissimmee, Florida. The proposed Resolution may be inspected in the Office of the City Clerk at City Hall 101 N. Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above date.

A RESOLUTION OF THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, AMENDING OR MODIFYING THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT PLAN; REAFFIRMING THE FINDING OF THE EXISTENCE OF OF BLIGHTED AREAS IN THE CITY, PURSUANT TO SECTION 163.355, FLORIDA STATUTES.

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

**NOTICE OF PUBLIC HEARING
ORDINANCE NO. 2024-50**

Notice is hereby given that the Planning Commission of the City of St. Cloud, Florida, at a meeting to be held on August 19, 2025, in the Council Chambers at City Hall, 1300 9th Street, St. Cloud, Florida at 6:00 p.m., will consider the issue and make a recommendation to the City Council relative to enactment of Ordinance No. 2024-50 entitled:

Notice is hereby given that the City Council of the City of St. Cloud, Florida, at a meeting to be held on September 11, 2025, in their Chamber at City Hall, 1300 9th Street, St. Cloud, Florida at 6:30 p.m., will consider the adoption of Ordinance No. 2024-50 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO SECTION 163.3184 FLORIDA STATUTES AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN, PROJECT # CPA24-00007; PROVIDING FOR AMENDING THE OFFICIAL FUTURE LAND USE TEXT AND MAP OF THE COMPREHENSIVE PLAN, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, APPLICABILITY AND EFFECT, SEVERABILITY, CONFLICT, CODIFICATION, COPIES ON FILE, SCRIVENERS ERRORS, AND EFFECTIVE DATE.

Interested parties may appear at the meeting at which time this ORDINANCE is to be considered and shall be heard with respect to the proposed ORDINANCE at the Public Hearing thereon. This ORDINANCE, in its entirety can be reviewed at the Community Development Department between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

If a person decides to appeal any decision made by the Committee/ Board, with respect to any matter considered at such hearing/ meeting, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, and which record is not provided by the City of St. Cloud. (FS 286.0105)

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary/Clerk of the Committee/Board (listed below), prior to the meeting. (FS 286.26)

Christy Depuy, Planning Commission Secretary
1300 9th Street, St. Cloud, FL 34769
Telephone: (407) 957-7297

Ivy Llauro, City Clerk
1300 9th Street, St. Cloud, Florida 34769
Telephone: 407-957-7300
August 7, 2025