



MEETING AGENDA
SESSION OF THE CITY COMMISSION (1ST BUDGET HEARING)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, SEPTEMBER 3, 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 Employee of the Month for September

3.B Swearing In of Six New Firefighters

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final 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.B Public Hearing - Second and Final 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 to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan.

5.B Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2025-2026

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 19, 2025 meeting and August 25, 2025 workshop
- 7.B Business Boost 2.0 - Career Source Agreement Implementing UPSKILL Kissimmee
- 7.C Reclassification of Funding Sources
- 7.D Armored Vehicle Purchase from Lenco
- 7.E Acceptance of the State Housing Initiatives Partnership Funding for Fiscal Year 2025-2026
- 7.F Change Order #2 to Increase the Funding Amount and Extend the Completion Deadline for the Rehabilitation of 814 Robinson Street
- 7.G Construction of Hill Street Sidewalk Extension Project
- 7.H Disposal of City Assets
- 7.I Acceptance of Grant Funding and Approval to Procure Skydio Drones
- 7.J Lease Agreement Gentlemen's Quarters of Kissimmee, Inc. for 1021 W. Oak Street
- 7.K Site Access Agreement with Skyview Kissimmee Hotel Development, LLC for Toho Square Site

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A (VSCRA) Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for the Fiscal Year 2025-2026
- 8.B (DKCRA) Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for the Fiscal Year 2025-2026
- 8.C (DKCRA) Holiday Lighting Agreement with We Hang Christmas Lights for FY 2025-2026

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

- 8.D Advisory Board Vacancy: Affordable Housing Advisory Committee
- 8.E Amendment to Commission Travel Policy
- 8.F Development Project Updates

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 (1st Budget Hearing) with respect to any matter considered at such meeting or hearing will

City Commission (1st Budget Hearing) – September 3, 2025

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

Employee of the Month for September

Request

Staff requests that the City Commission join the City Manager in recognizing John Behrendt of the Airport Department as the Employee of the Month for September.

Explanation

The City is pleased to announce that John Behrendt, a dedicated Airport Coordinator II with the Airport Department, has been named Employee of the Month for September. John began his career with the City of Kissimmee two years ago and has consistently demonstrated pride in his work. He serves as a strong representative of both his department and the City, showing exceptional dedication and professionalism in public relations. John is known within the department as the "Jack of all trades," thanks to his previous experience as an equipment operator. John not only fulfills his responsibilities with excellence but also frequently takes on tasks outside of his regular duties. He has proposed several effective solutions to mitigate debris that could pose a hazard to aircraft engines, demonstrating a strong commitment to airport safety and security.

John went above and beyond when he assisted a citizen who had stopped across from the airport. Upon noticing the vehicle, he immediately pulled over behind it and activated his emergency lights to prevent other vehicles from striking it. John quickly approached the driver's door and found an elderly man who appeared to be asleep and exhibiting an unusual breathing pattern. Recognizing the seriousness of the situation, John promptly instructed his supervisor to call 911 while he attempted to get the driver to respond. Within minutes, emergency responders arrived and were able to provide aid, successfully bringing the man back to consciousness. John exemplifies the dedication and commitment of our outstanding employees who go above and beyond to serve our community. The City is proud to recognize John for his outstanding service and dedication to the community.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.B

Swearing In of Six New Firefighters

Request

Staff request that our six new employees be sworn in as City of Kissimmee firefighters.

Explanation

Six new firefighters were hired on August 11, 2025, by the Fire Department.

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

The firefighters to be sworn-in are:

Firefighter Teddy McCall

Firefighter Daniel Debrecht

Firefighter Lauren Diver

Firefighter Cameron Green

Firefighter Laedan Yeye Bile

Firefighter Otto Drozd

Department: Fire

Presenter: James Walls

Attachment(s):

1. (S) Oaths of Office for Six New Firefighters

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



September 3, 2025

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

Seal

Teddy McCall

Attest (City Clerk)

Witness
(Jim F. Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



September 3, 2025

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

Seal

Daniel Debrecht

Attest (City Clerk)

Witness

(Jim F. Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



September 3, 2025

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

Seal

Lauren Diver

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

Attest (City Clerk)

Witness
(Jim F. Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



September 3, 2025

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

Seal

Cameron Green

Attest (City Clerk)

Witness
(Jim F. Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



September 3, 2025

I, Laedan Yeye Bile, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Laedan Yeye Bile

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

Attest (City Clerk)

Witness
(Jim F. Walls, Fire Chief)

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



September 3, 2025

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

Seal

Otto Drozd

Attest (City Clerk)

Witness
(Jim F. Walls, Fire Chief)

ITEM 4.A

Public Hearing - Second and Final 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 Second and Final Reading of the Proposed Ordinance #25-15, providing for a policy utilizing Public-Private Partnerships (P3). Adoption of the corresponding P3 Review Fee schedule.

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 Second and Final Reading of the Proposed Ordinance #25-15, providing for a policy utilizing Public-Private Partnerships (P3) and Adoption of the corresponding Fee Resolution

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Olga Sanchez de Fuentes

Attachment(s):

1. Publishing Affidavit - Publication Date 08-14-2025
2. (S) Proposed Ordinance #25-15 _ Utilizing Public-Private Partnerships (P3)
3. (s) RESOLUTION P3 Unsolicited Proposal Fees

City of Kissimmee

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 as published in said legal newspaper in consecutive issues on the following dates. Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

PUBLICATION DATES:

Aug. 14, 2025

Notice ID: eMtXiw9JJkmEjwRzXLSv

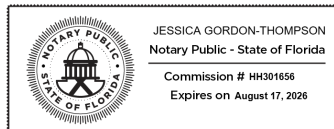
Notice Name: COK PROPOSED ORDINANCE 25-15*Public Hearing

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 Orange

Signed or attested before me on this: 08/14/2025

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 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

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

RESOLUTION NO. # _____

**A RESOLUTION OF THE CITY COMMISSION OF
KISSIMMEE, FLORIDA, ESTABLISHING FEES FOR
PUBLIC-PRIVATE PARTNERSHIPS (P3) PROPOSALS.**

WHEREAS, the City of Kissimmee adopted Ordinance No. _____, amending the Code of Ordinances, Article VI, Finance and Taxation, Division 5, adopting uniform procedures for the evaluation of P3 projects; and

WHEREAS, in 2013, the Florida Legislature enacted Section 255.065, Florida Statutes, as amended, with supplemental authority and procedures for P3s (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 Ordinance requires the City Commission to set the fees, rates, and charges applicable by Resolution; and

WHEREAS, the City Commission has determined that the fees established in this resolution are fair, reasonable, and necessary.

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

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct.

Section 2. Establishment of P3 Review Fees. A private entity seeking review of a private-public partnership (P3) proposal must also simultaneously tender the following review fee, depending on the type of project. The City will not review a P3 proposal that is not accompanied by the payment of the corresponding fee. Payment must be made by cash, cashier's check, or other noncancelable instrument. Personal or business checks will not be accepted.

Unsolicited P3 conceptual proposal review fee.	\$5,000.00
P3 solicited a detailed proposal review fee.	\$25,000.00
Initial P3 unsolicited detailed proposal review fee, where the submitting entity has not paid a P3 conceptual proposal review fee for a substantially similar P3 conceptual proposal.	\$25,000.00
Initial P3 unsolicited detailed proposal review fee, where the submitting entity has already paid a P3 conceptual proposal review fee for a substantially similar P3 conceptual proposal.	\$20,000.00

--	--

Section 3. Cost Neutrality. If the initial 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 proposal, the City will request in writing the additional amounts required to cover these costs. 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. The private entity must pay an additional proposal review fee if it submits another unsolicited Public-Private Partnership (P3) proposal in the future.

Section 4. Refunds and Method of Payment. The P3 proposal review fees are 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.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

DONE AND RESOLVED this _____ day of September 2025.

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

By: _____
Mayor- Commissioner

ATTEST:

By: _____
City Clerk

Approved as to form and legality.

By: _____
City Attorney

ITEM 4.B

Public Hearing - Second and Final 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 Second and Final 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 Second and Final Reading of Proposed Ordinance #25-16

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Mike Steigerwald

Attachment(s):

1. (S) - Prop Ord 25-16 - Amending AHAC Membership and Term Requirements
2. Publishing Affidavit - Publication Date 08-14-2025

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

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 as published in said legal newspaper in consecutive issues on the following dates. Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

PUBLICATION DATES:

Aug. 14, 2025

Notice ID: fhnIRadSbXRxwF22REH8

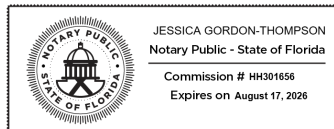
Notice Name: COK ORDINANCE 25-16*Public Hearing

PUBLICATION FEE: \$67.42

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 Orange

Signed or attested before me on this: 08/14/2025

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 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 #25-16

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

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 5.A

Public Hearing - Resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan.

Request

Adopt 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 Placemaking, LLC, 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, including the addition of public safety
- Updating the opportunity sites

The following actions have been completed per F.S. Chapter 163:

- As required by F.S. Section 163.361 (1), on August 19, 2025, the Downtown Kissimmee Community Redevelopment Agency has reviewed the Redevelopment Plan Update and has approved a recommendation to the City Commission to approve the Resolution adopting the Redevelopment Plan Update.
- As required by F.S. Section 163.360 (4), on August 20, 2025, the Local Planning Agency (City of Kissimmee Planning Advisory Board) has reviewed the Redevelopment Plan Update for consistency with the City's Comprehensive Plan and has approved a recommendation to the City Commission to approve the Resolution adopting the Redevelopment Plan Update.

Therefore, staff is requesting the City Commission approve a Resolution to adopt the Downtown Kissimmee CRA Redevelopment Plan Update.

Recommendation

Adopt a resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Economic Development

Presenter: Samia Singleton

Attachment(s):

1. (S) Downtown Kissimmee CRA Resolution (2025 Plan Amendment)
2. Downtown Kissimmee CRA 2025 Plan Update
3. Public Notice Proof

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

Tameara Crespo, CMC, 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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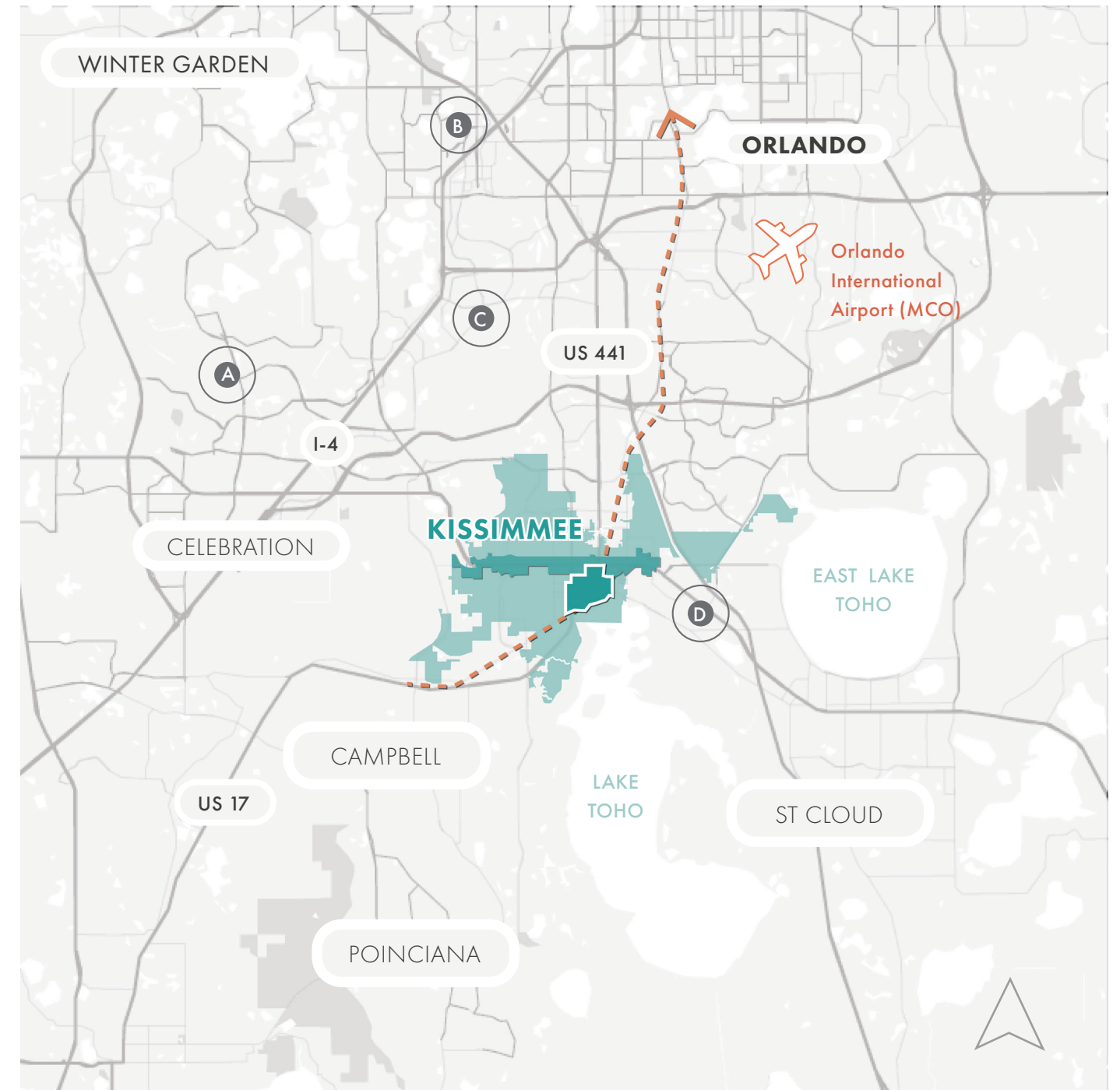
INTRODUCTION

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

1600s

Jororo (Native American Tribe) inhabit the Kissimmee valley regions. The name Kissimmee is believed to be of Jororo origin meaning "long water."

1700s

Creeks of the Southeast join forces with the Africans fleeing from slavery. European dominance erases the last villages of the ancient native Floridians. New tribes (including Seminoles) move to the interior of the state.

1800s

Kissimmee, known then as Allendale, becomes a transportation hub thanks to Hamilton Disston of Philadelphia who reached an agreement with the state of Florida to drain four million acres of the state's southern lands with the condition that he would own half of the successfully drained land. Disston based his drainage operation in Kissimmee.

1873

Kissimmee's first post office is established near Shingle Creek. The first postmaster was Clement R. Tyner.

1883

The City of Kissimmee is incorporated and the residents elect T.A. Bass, a steamboat captain, as their first mayor.

1882

Railroad is extended from Sanford to Kissimmee. The first newspaper in Kissimmee is published. A one-room schoolhouse opened on Main Street and the First United Methodist Church opened its doors.

1884

W.B. Makinson, Sr. opens Makinson Hardware in downtown Kissimmee, which remains Florida's oldest operating hardware store.

1885

Railroad is extended to Tampa. Tropical Hotel is built on the shores of East Lake Tohopekaliga.

1890

Osceola courthouse built and electricity brought to the town.

1893

Recession (Panic of 1893)

1900s

Freeze destroys citrus and leads many families to relocate further south. Disston's land company closes. Kissimmee becomes more dependent on open range cattle ranching.

1920s

Florida land boom. The Kissimmee Chamber of Commerce is chartered in 1924.

1930s

Florida Cattlemen's Association is established in Kissimmee. Cattle industry flourishing, but citrus and other crops are predominant.

1940s

US Air Force moves into Central Florida, building air bases and training fields for pilots (Kissimmee airport among others).

1943

Monument of the States completed and installed on Monument Avenue.

1944

City holds first Silver Spurs Rodeo to raise funds for the War effort.

1950s

Economy focuses on some citrus packing as well as ranching but shifting to tourism. The rise of the automobile brings a number of residents and tourists to Kissimmee. In 1956, there is a record rainfall that causes flooding and \$2 million in damages to the City.

1956

Monument of the States completed and installed on Monument Avenue.

1957

City holds first Silver Spurs Rodeo to raise funds for the War effort.

1958

Monument of the States completed and installed on Monument Avenue.

1959

City holds first Silver Spurs Rodeo to raise funds for the War effort.

1960s

Walt Disney begins purchasing land in Osceola and Orange counties and assembles more than 27,000 acres.

1961

Walt Disney begins purchasing land in Osceola and Orange counties and assembles more than 27,000 acres.

1962

Walt Disney begins purchasing land in Osceola and Orange counties and assembles more than 27,000 acres.

1963

Walt Disney begins purchasing land in Osceola and Orange counties and assembles more than 27,000 acres.

1964

Walt Disney begins purchasing land in Osceola and Orange counties and assembles more than 27,000 acres.

1965

Walt Disney begins purchasing land in Osceola and Orange counties and assembles more than 27,000 acres.

1966

Walt Disney begins purchasing land in Osceola and Orange counties and assembles more than 27,000 acres.

1967

Walt Disney begins purchasing land in Osceola and Orange counties and assembles more than 27,000 acres.

1968

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1970s

Walt Disney World Resort (Magic Kingdom Park, Disney's Contemporary Resort, Disney's Polynesian Resort and Disney's Fort Wilderness Resort & Campground) opens just west of Kissimmee, triggering a period of growth and development in the town. The city population increased by 118% in the decade.

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2010s

The Downtown Kissimmee Community Redevelopment Agency is created and a CRA Plan is created.

2011

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2012

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2013

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2019

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2020

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2021

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2022

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2023

The Downtown Kissimmee Community Redevelopment Agency is created and a CRA Plan is created.

2024

The Downtown Kissimmee Community Redevelopment Agency is created and a CRA Plan is created.

2025

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192

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The Osceola Regional Medical Center goes through a major expansion; Lakefront Park starts a major redevelopment; large scale projects such as City Centre and the Osceola County Government Center and Courthouse are built, all providing an influx of revenue to the CRA.

2003

The Downtown Community Redevelopment Master Plan is updated.

2010s

Osceola Regional Medical Center expands again; SunRail reaches Kissimmee and extends south to Poinciana, reinvigorating the downtown.

2012

Downtown CRA Master Plan updated.

2020

Downtown CRA Master Plan updated.

2025

POPULATION

30,050

POPULATION

4,310

POPULATION

2,700

POPULATION

84,800

TODAY

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>

COMMUNITY SNAPSHOT

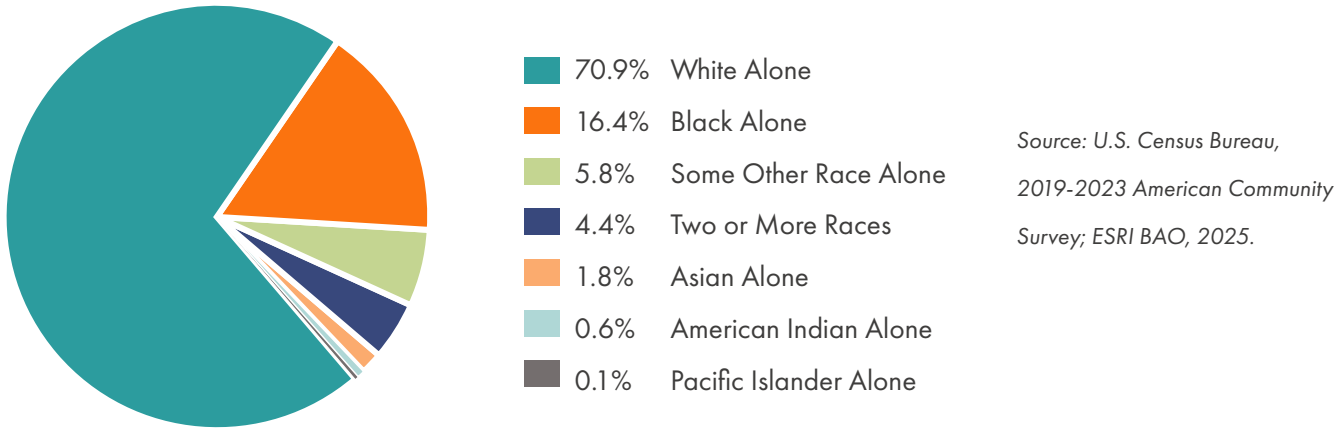
As demonstrated in Figure 1.0, the City of Kissimmee has experienced significant population growth since 1970. New employment opportunities, regional developments, and rapid migration and suburbanization have allowed Kissimmee to grow from just 7,119 residents in 1970 to nearly 85,000 today, with almost 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



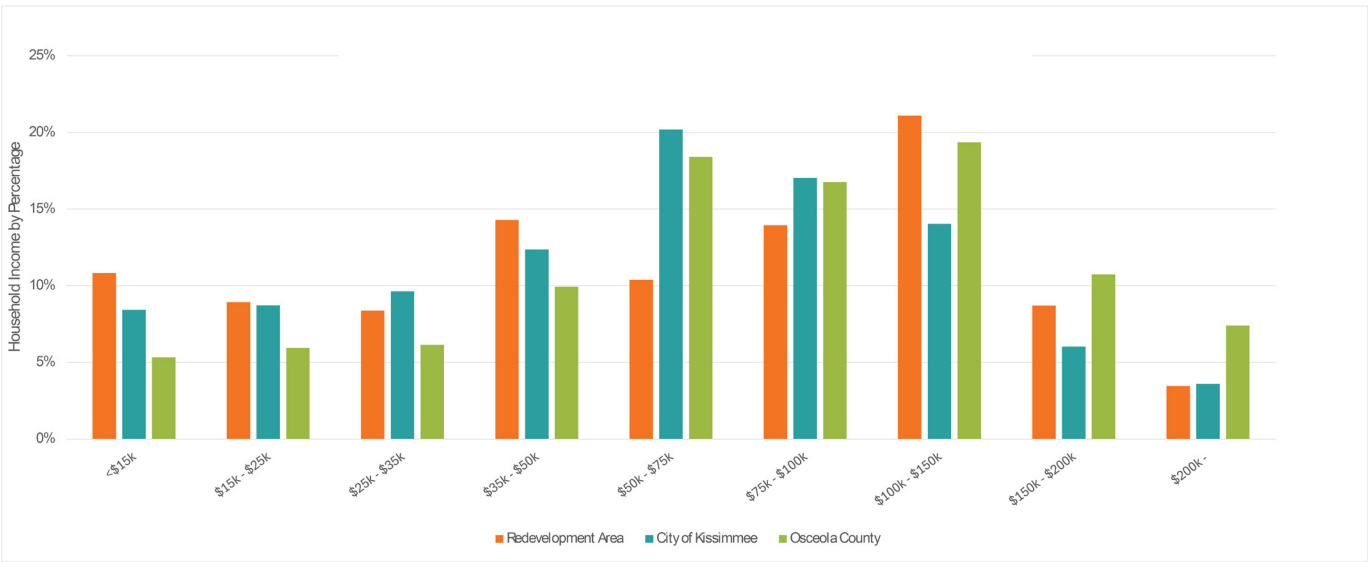
As shown in Figure 1.1 (next page), the Downtown Kissimmee Community Redevelopment Area has a slightly more diverse population than its encompassing city and county. The CRA's diversity index stands at 87.3, compared with 86.4 and 85.7 for Kissimmee and Osceola County, respectively. While the predominant 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)

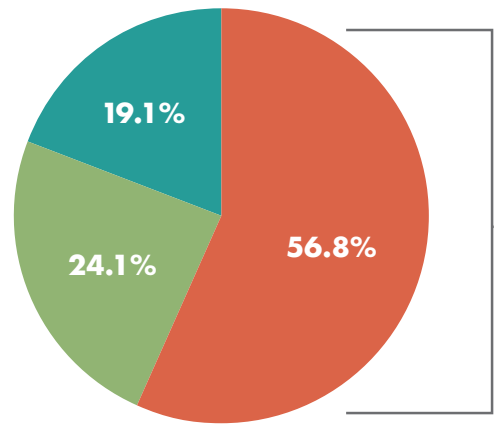


Source: U.S. Census Bureau, 2025; ESRI BAO, 2025

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

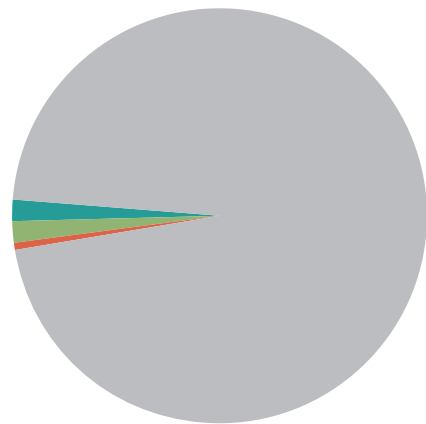


Figure 2.0 Demographic Tapestry
Source: U.S. Census Bureau, 2019-
2023 American Community Survey;
ESRI BAO, 2025.

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	PARTIALLY REALIZED
Prepare a Land Use Assessment and Development Opportunities Master Plan Study	PARTIALLY REALIZED
Prepare Grant Stackings Strategy	PARTIALLY REALIZED
Create a Maintenance Standards Manual	NOT REALIZED
Prepare a Downtown Real Estate Market and Economic Study	PARTIALLY REALIZED
Branding Study	PARTIALLY REALIZED
Marketing Study (Individual Project Marketing Pieces)	REALIZED
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)	PARTIALLY REALIZED
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)	PARTIALLY REALIZED
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)	NOT REALIZED
Gateways Construction (MLK/JYP, Central/Vine, Emmett/JYP, Neptune/Lawrence Silas)	NOT REALIZED
Gateways Construction II (Mabbette/Randolph, Hughey/Rose, Mitchell/Neptune, Oak/Palmway, Park/Palmway, Oak/LSB, Park/Main, Oak/Main)	NOT REALIZED
Bicycle and Pedestrian Improvements (Bike blvds, shared lanes, on-street dedicated lanes consistent with the master plan)	PARTIALLY REALIZED
Neighborhood Improvements (Complete sidewalk network and streetscape improvements including traffic calming, street lighting, canopy trees, bus shelters, signage and wayfinding; pocket park opportunities)	PARTIALLY REALIZED
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.	NOT REALIZED
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)	PARTIALLY REALIZED



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.

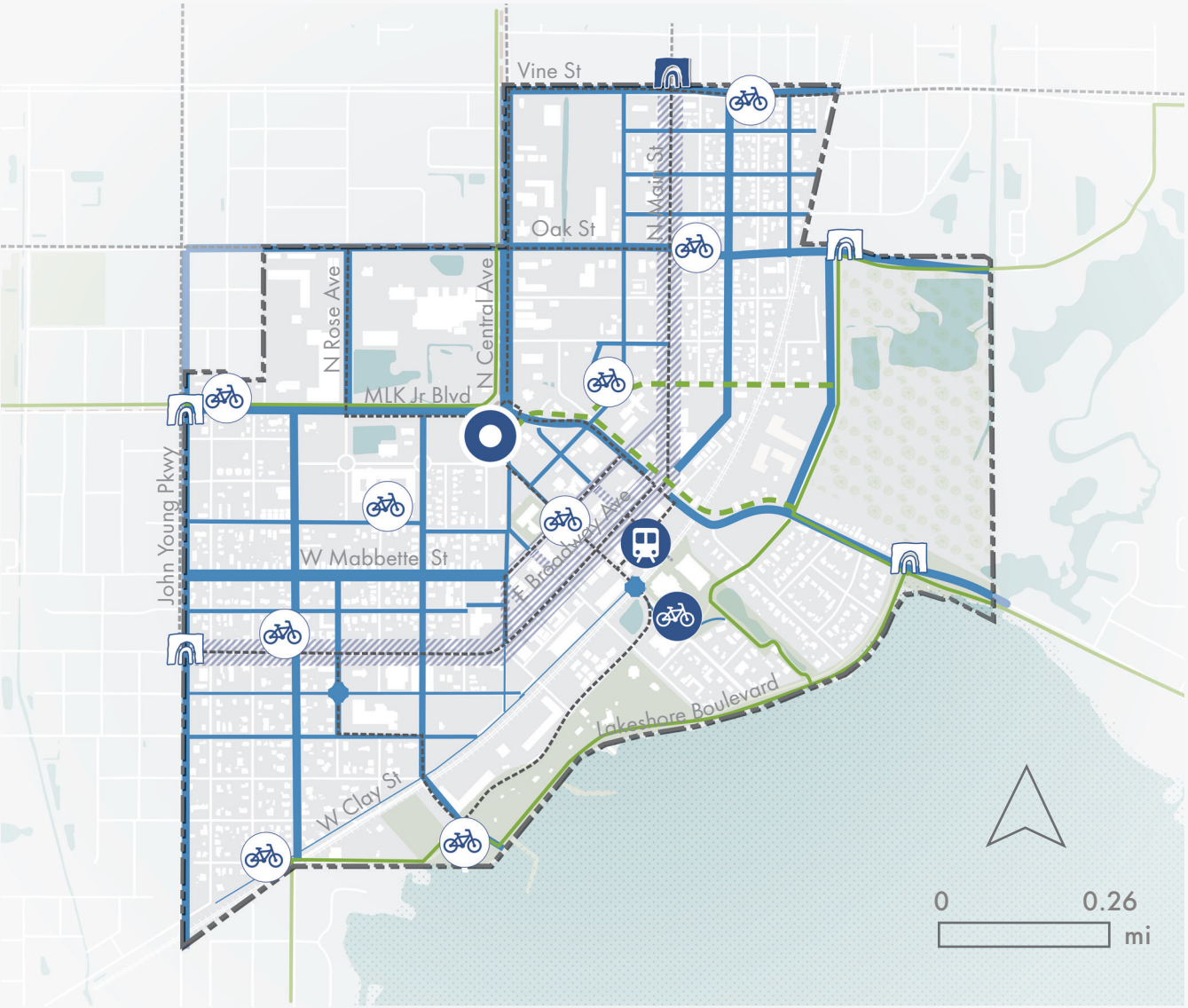
The City land development regulations aim to celebrate and reinforce the historic character and architecture of its downtown and surrounding neighborhoods. While this will enable the development, over time, of a cohesive, related architectural theme for residential and commercial buildings within the 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.

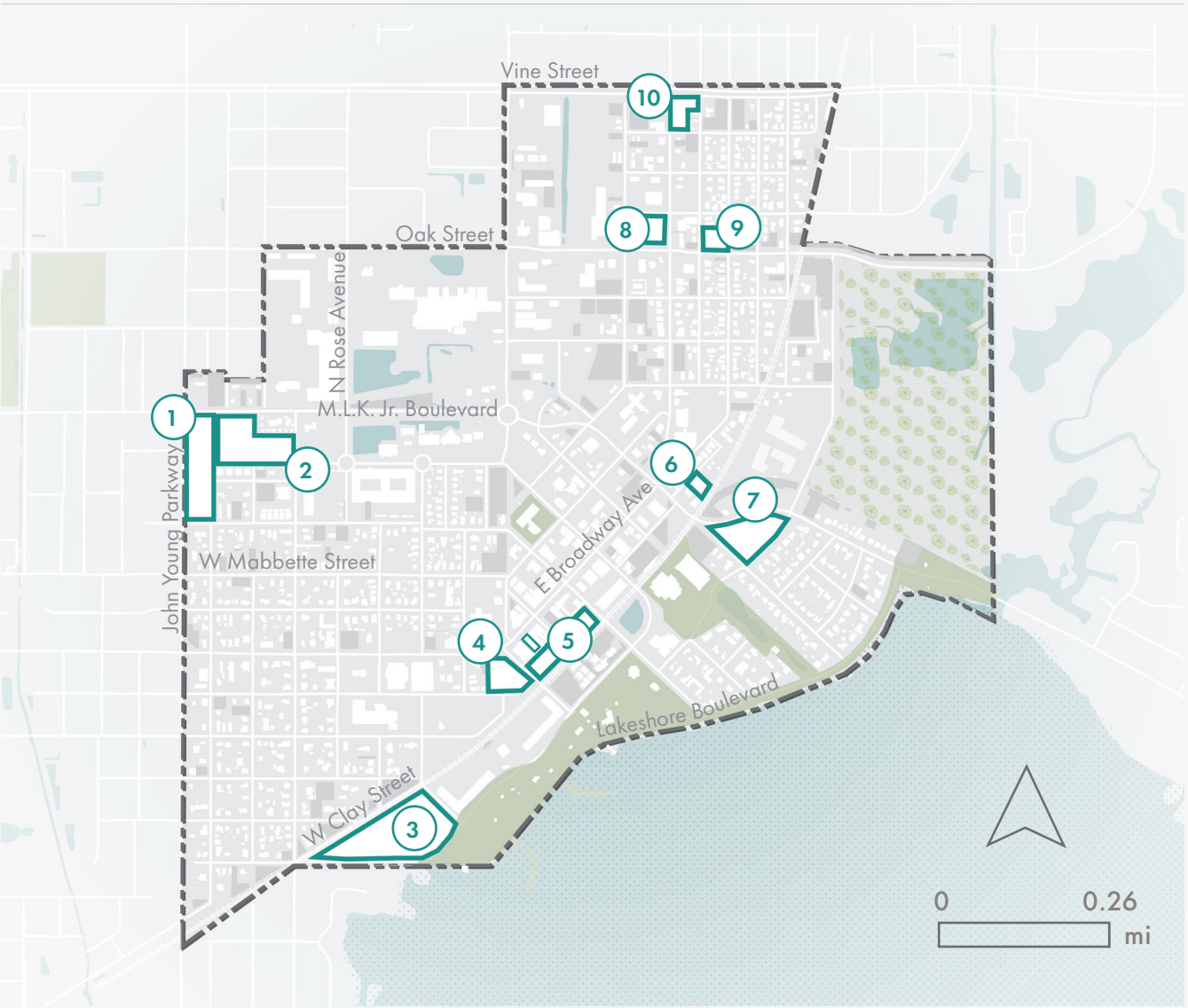
For economic drivers located within and adjacent to the Community Redevelopment Area, the vision for connecting includes improved streetscapes, lighting and wayfinding signage along connecting streets leading to the employment centers from downtown. The CRA’s success in providing seamless interconnectivity 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

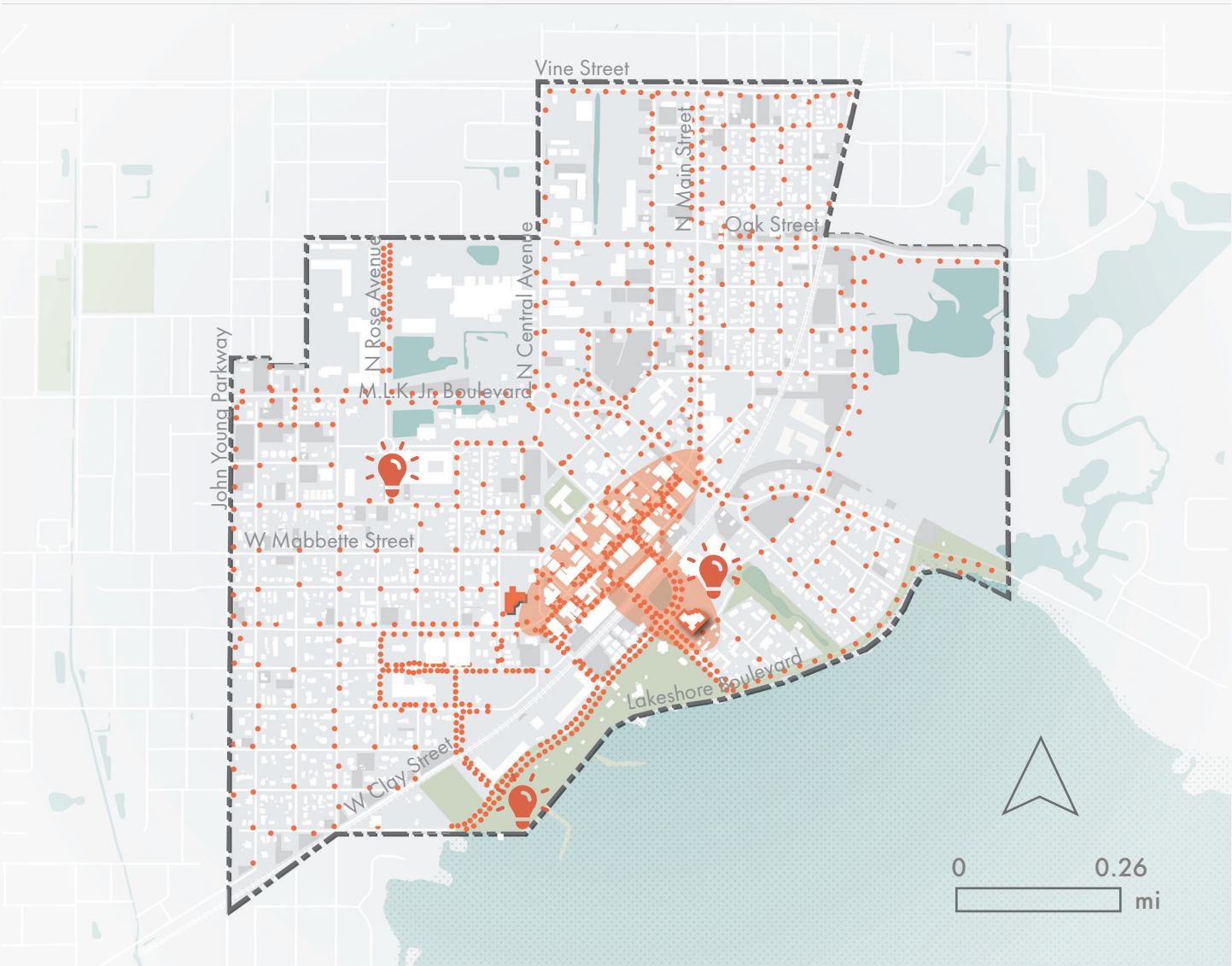
ENHANCE PUBLIC SAFETY

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

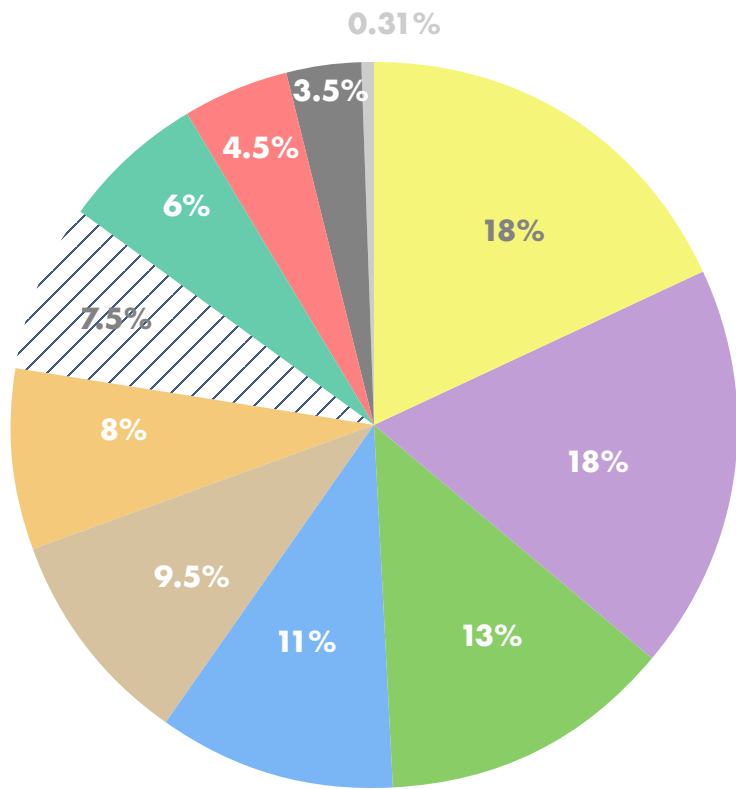
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for formatting purposes.

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, each comprise less than 10% of the total Redevelopment Area. 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

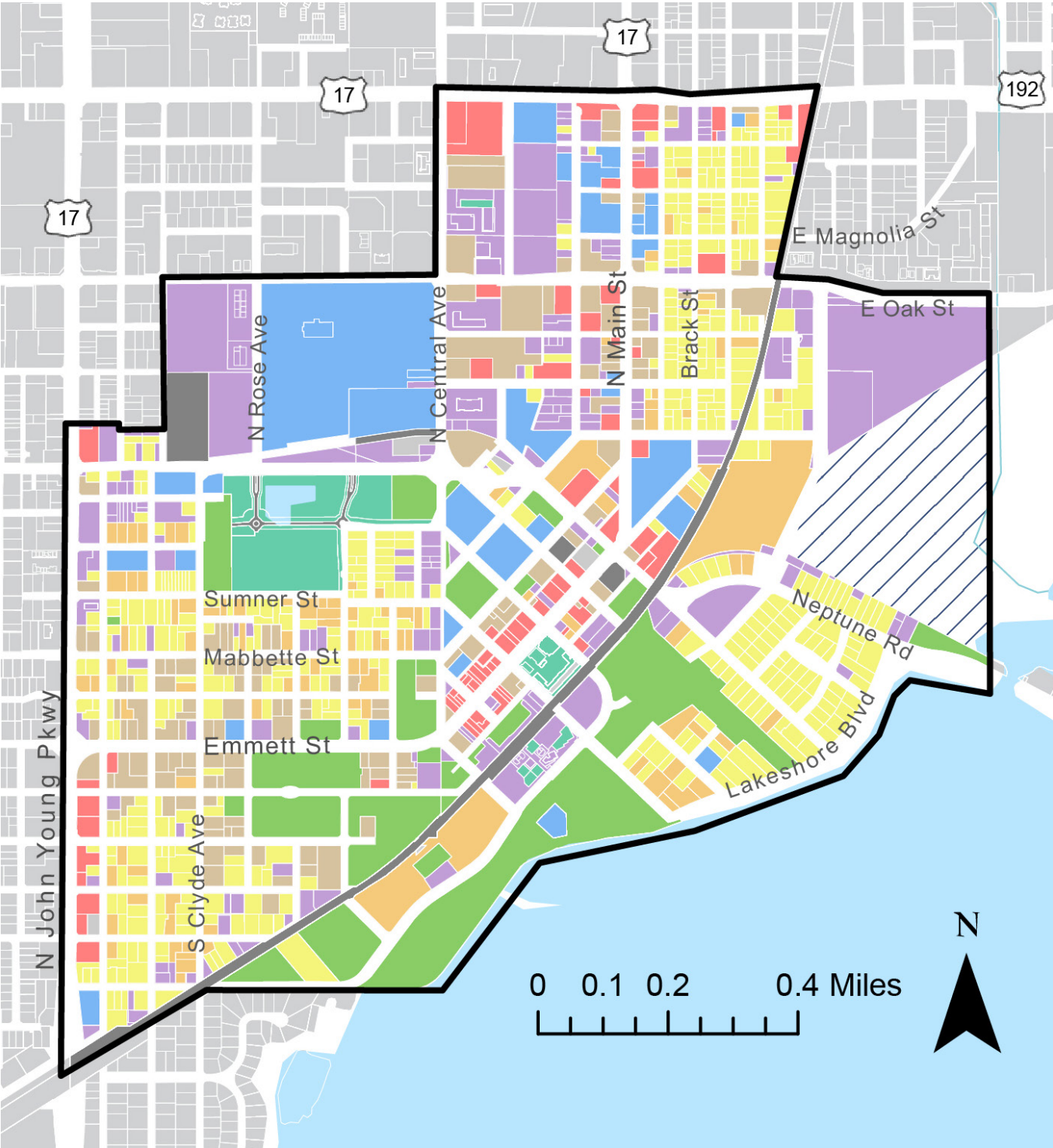
- 18.09% Single Family
- 17.68% Vacant
- 13.14% Governmental
- 10.47% Non-Governmental Institutional
- 9.41% Office
- 8.05% Multi-Family Residential/Condominiums
- 7.54% Wetland
- 6.26% Mixed Use
- 4.49% Commercial
- 3.53% Utilities, ROW, Other
- 0.31% Industrial



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 or half number, therefore the total may not equal 100%.

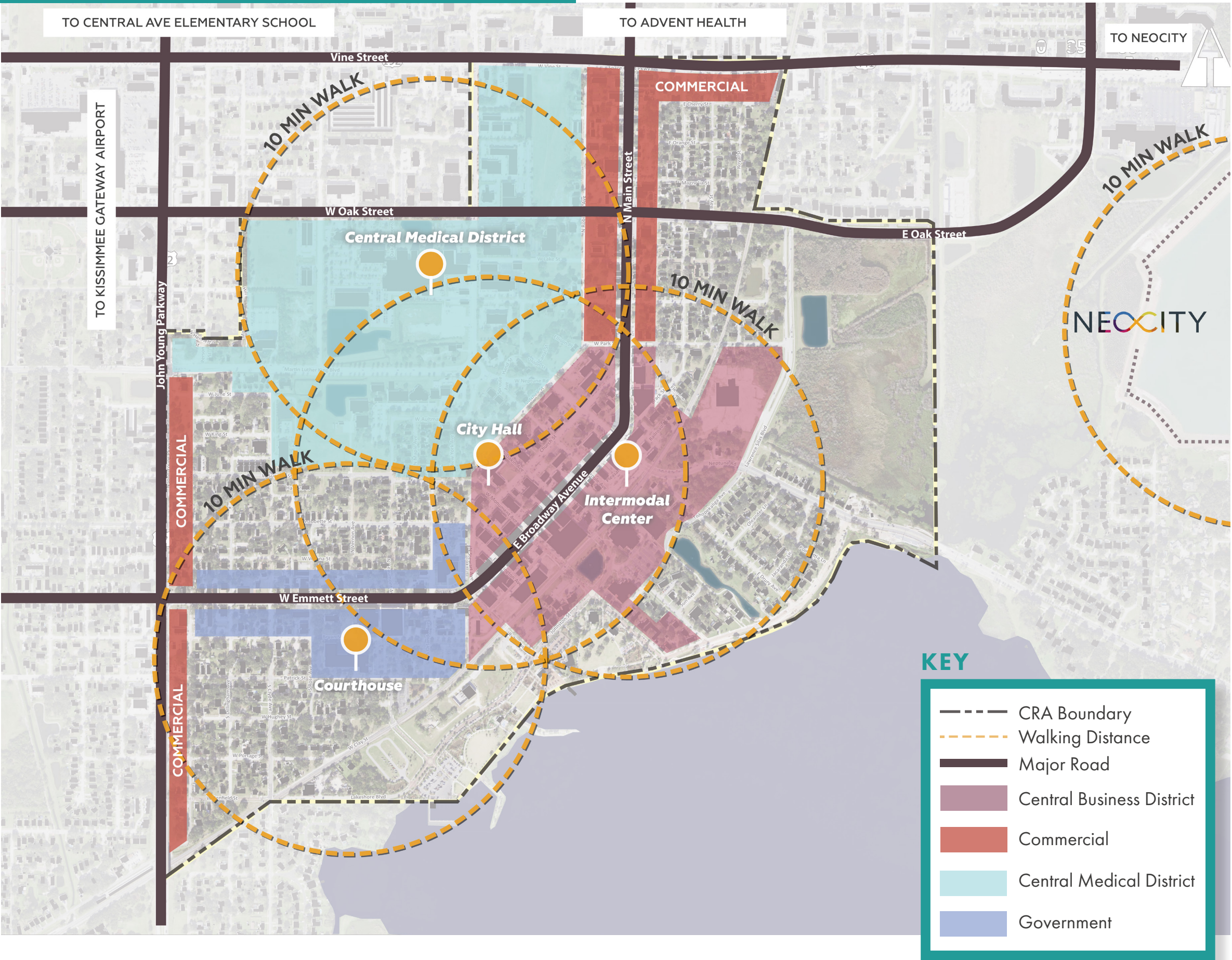
Source: City of Kissimmee, Osceola County Property Appraiser’s Office, Inspire, 2025

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.

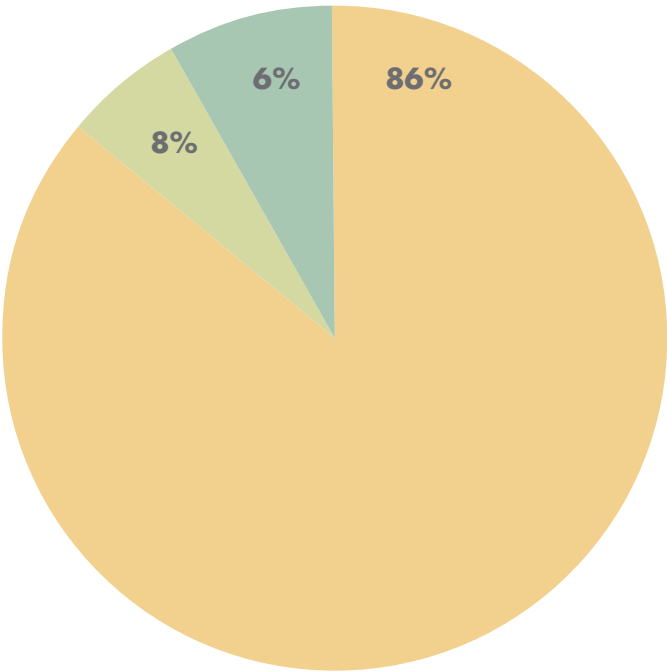
As shown in the Employment District map, many of these industries are concentrated in specific employment districts throughout the Redevelopment Area. For example, medical offices are concentrated around the hospital in the Central Medical District. Alternatively, legal services can be found in the area 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

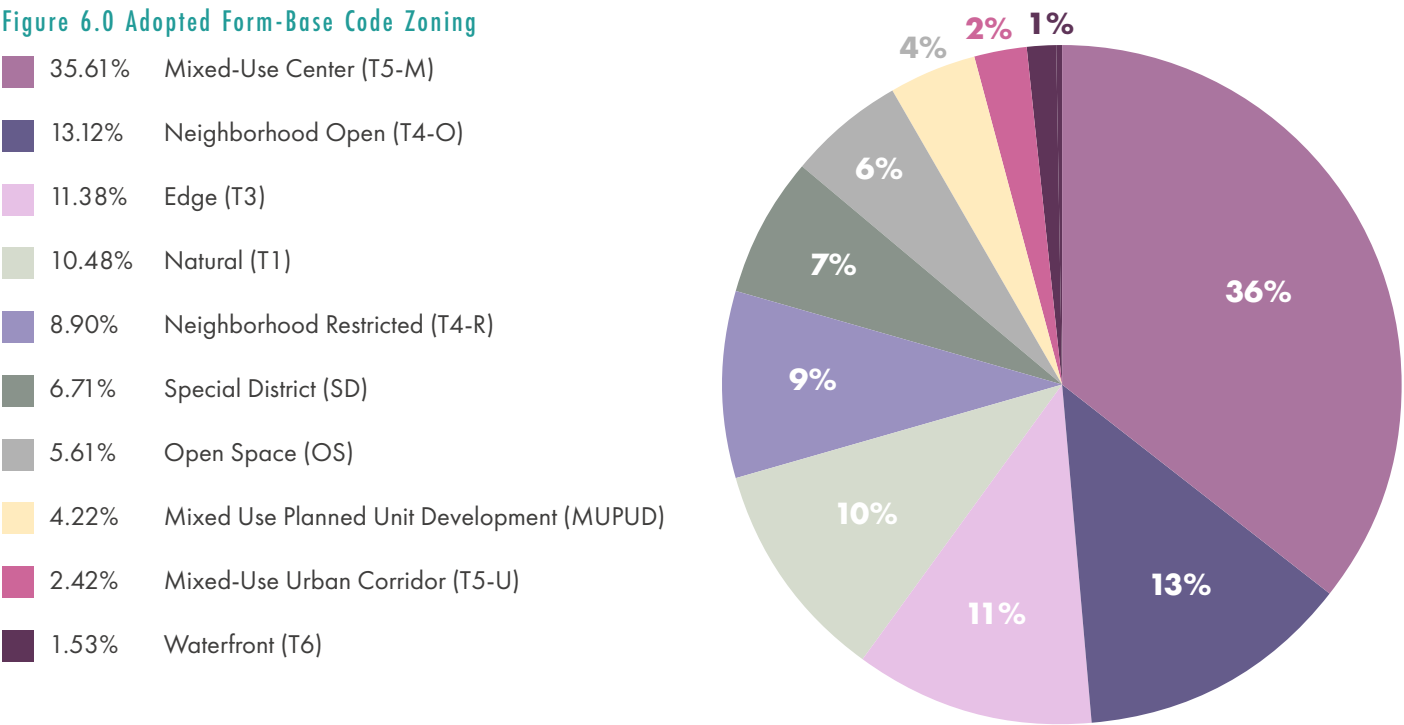
ADOPTED FORM-BASED CODE ZONING

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.

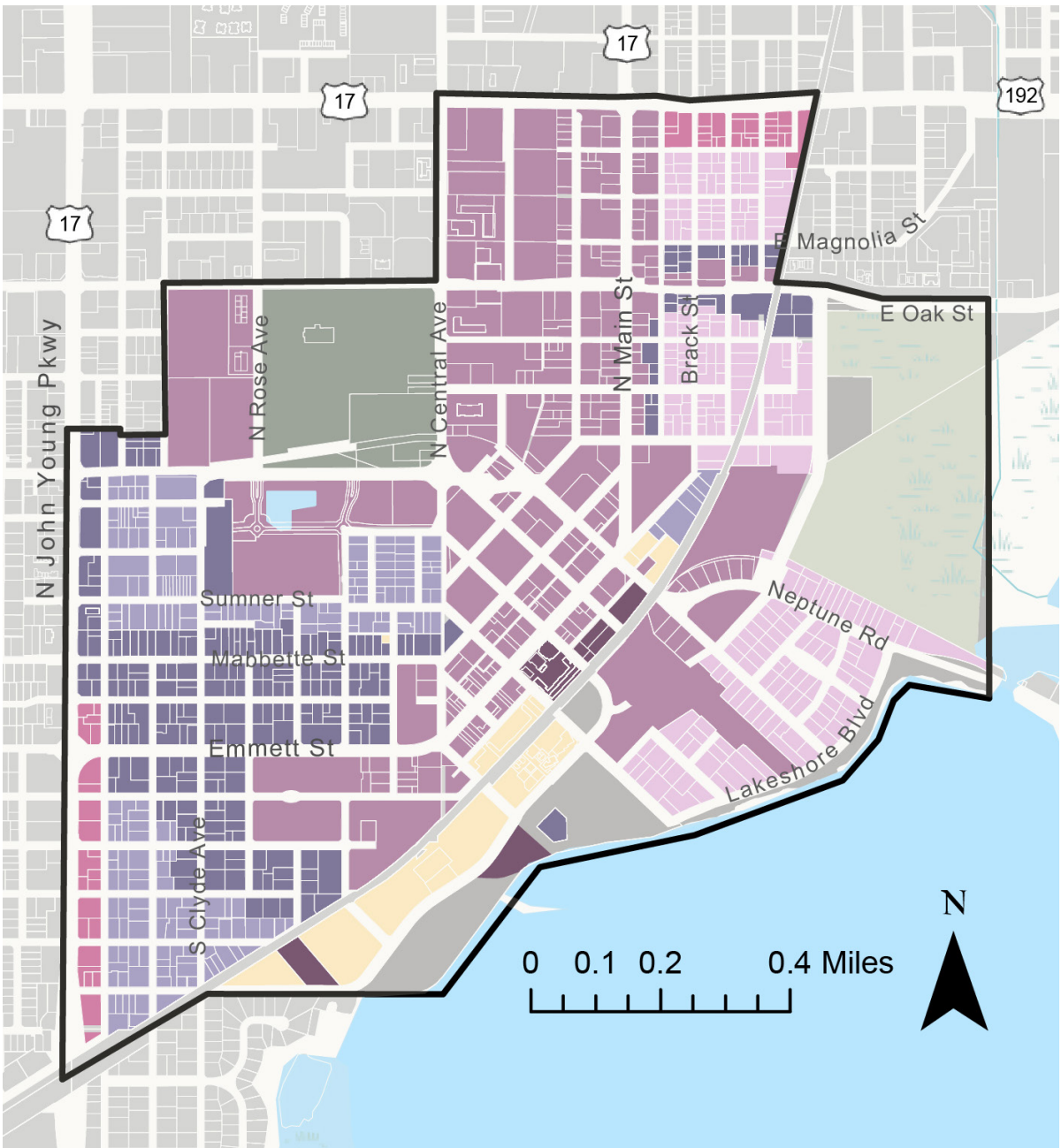
Figure 6.0 Adopted Form-Base Code Zoning



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 the 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.

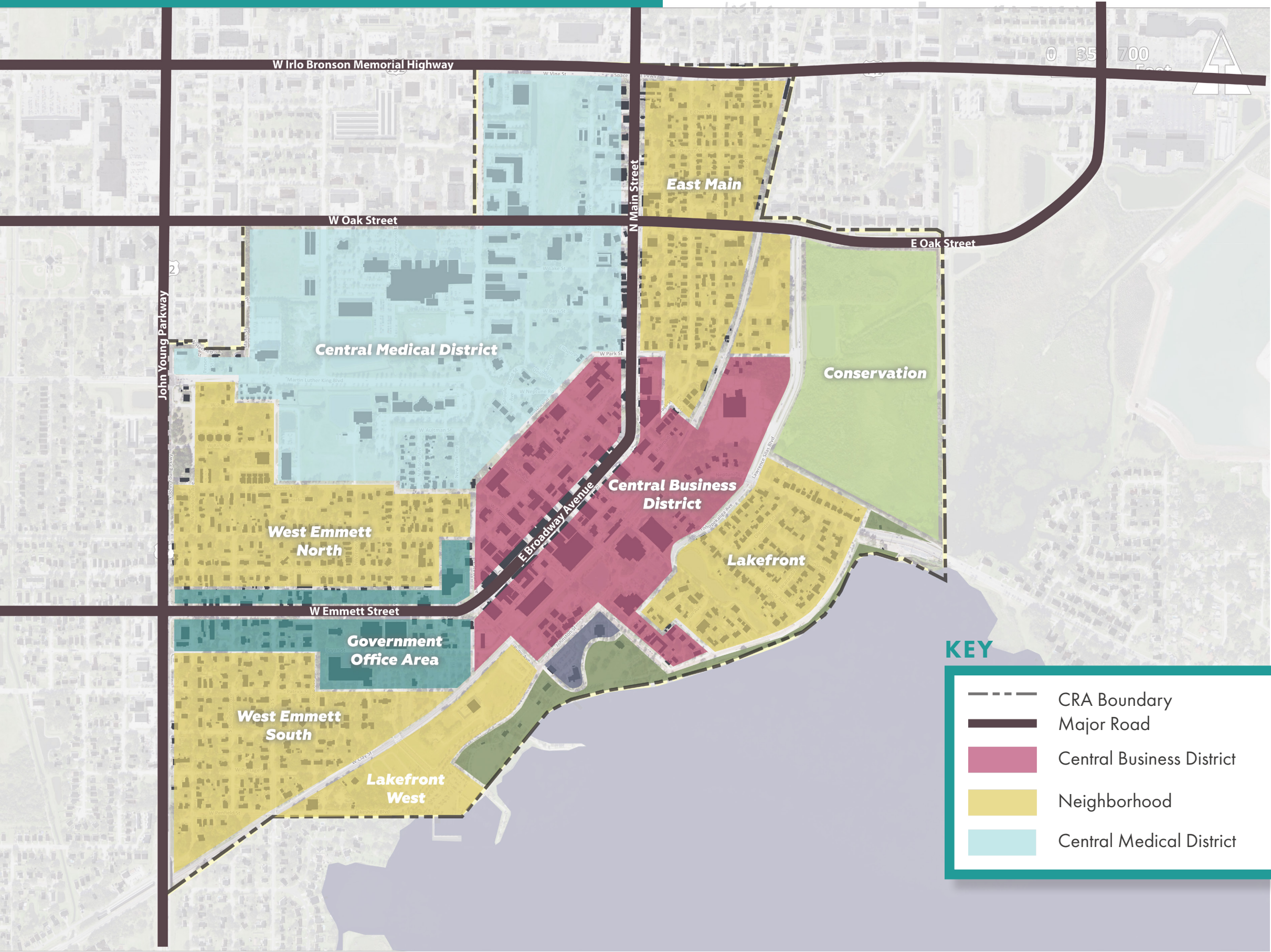


Physical Conditions

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.

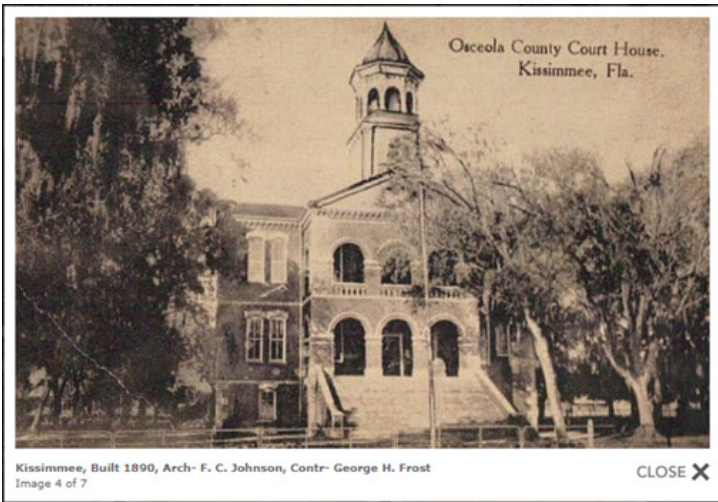
The City of Kissimmee is a Certified Local Government (CLG), and as such, it is not only eligible to apply for grants available to this select group, but also has access to technical assistance from the State Historic Preservation Office to preserve its historical resources. The City has a historic preservation 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 was established in 1994 (see figure 7.4). The National Register District is part of the National Register of Historic Places, a list compiled by the National Park 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 identify 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 7.2 National Register Properties

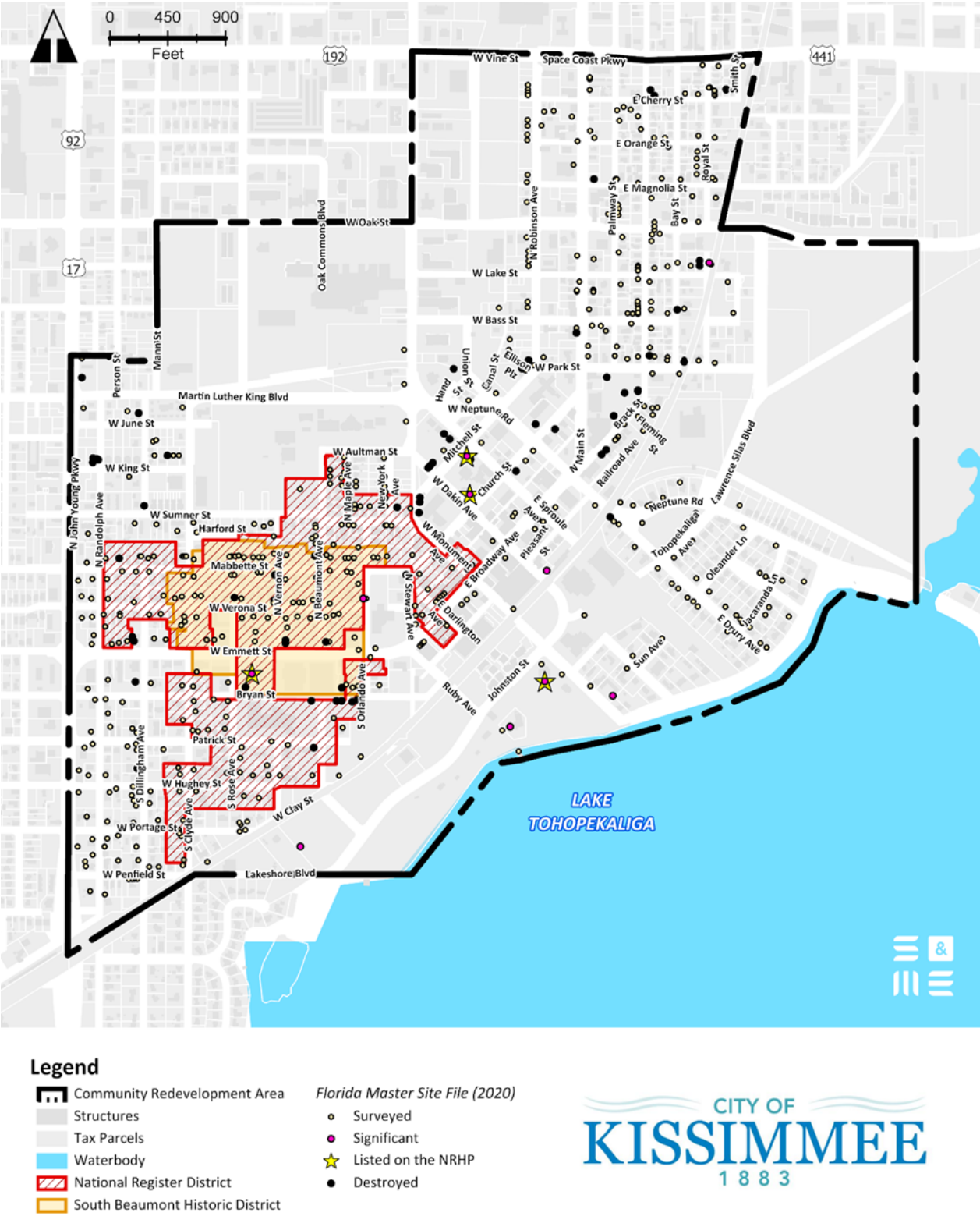


Source: Ebyabe - Own work, CC BY-SA 2.5, <https://commons.wikimedia.org/w/index.php?curid=8106405>

Figure 7.3 Residential Conversions



Figure 7.4 Surveyed (FMSF) Properties



Source: City of Kissimmee, Osceola County Property Appraiser's Office, S&ME, 2020

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. The current wayfinding and signage was installed in 2011-2012, and new murals are still being added.

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 that seek 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.

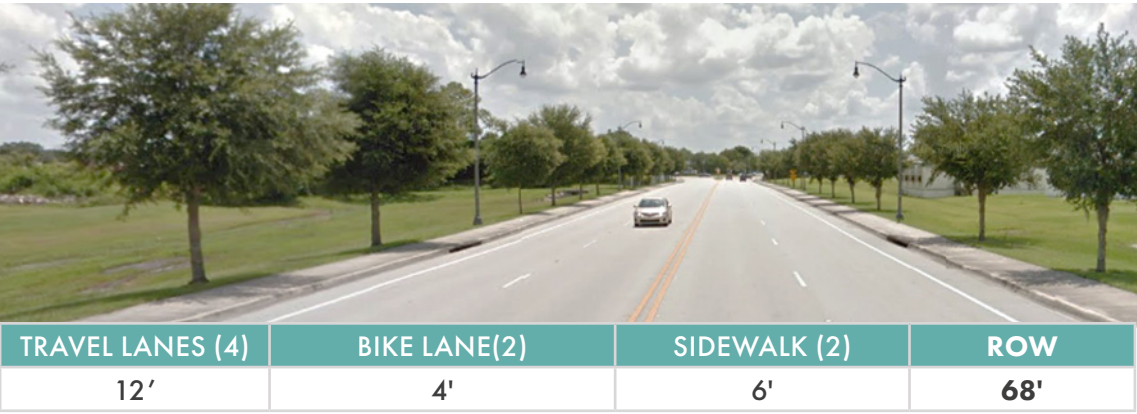
Oak Street

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.



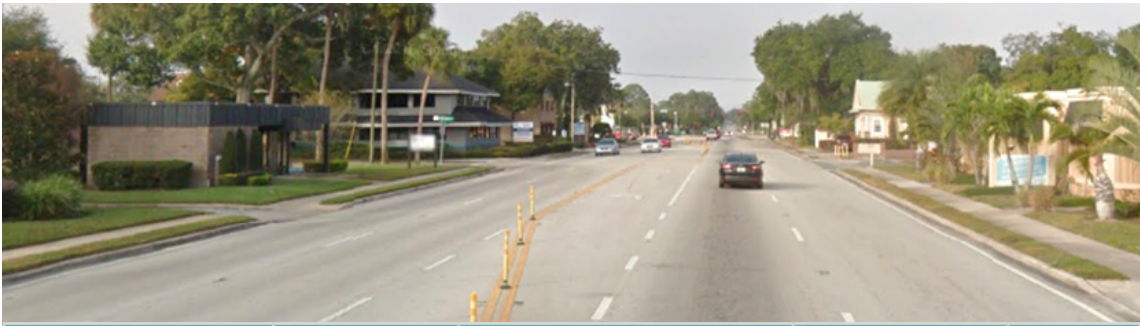
Neptune Road

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'

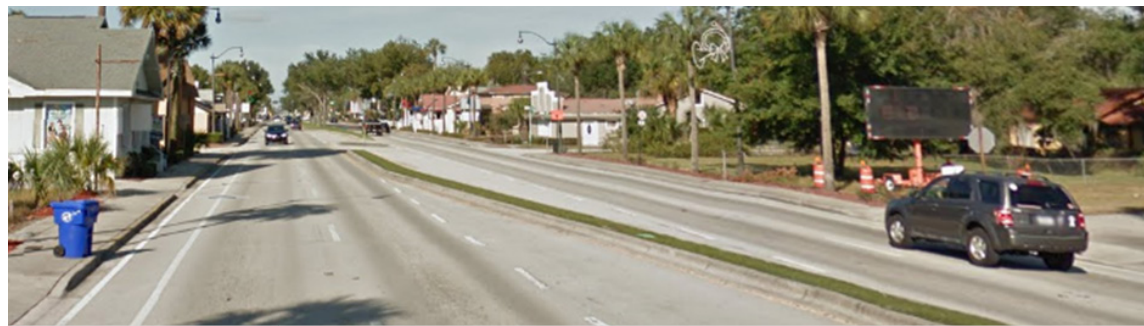
Broadway Avenue

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. Initially, the City Commission voted to implement only some of the proposed design solutions; however, they revisited the plan in 2025 and accepted the full concept, including lane reductions, new medians, and on-street parking along the three-part corridor.

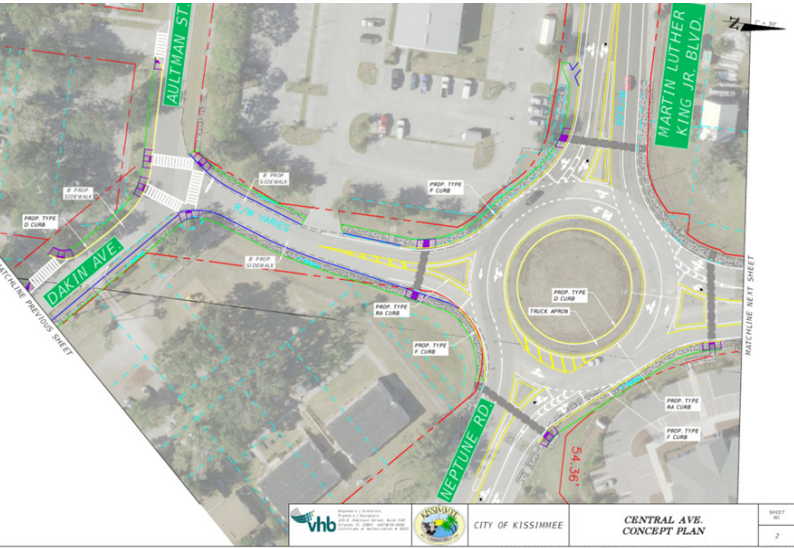
Figure 10.0 Proposed round-about at Emmett Street and Ruby/Stewart



Source: Downtown Kissimmee Corridor Planning Study, 2017

Improvements include tabled intersections, crosswalks, bike lanes, improved sidewalks, additional lighting along the main thoroughfare (Emmett/Broadway/Main), plus improvements to some of the side streets, including Sproule, Dakin, Monument, Stewart and Darlington avenues. A roundabout is also planned at the intersection of Emmett Street and Ruby/Stewart avenues (see Figure 10.0). There will be new roadway pavers, crosswalk treatments, new ramps, bulb outs, tighter radii, a valley gutter between the travel lane and on-street parking, parking stall pavers, 8” ribbon curb and pervious pavement in alleyways.

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 (Dakin, Sproule or Neptune). A major issue along the Emmett Street 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



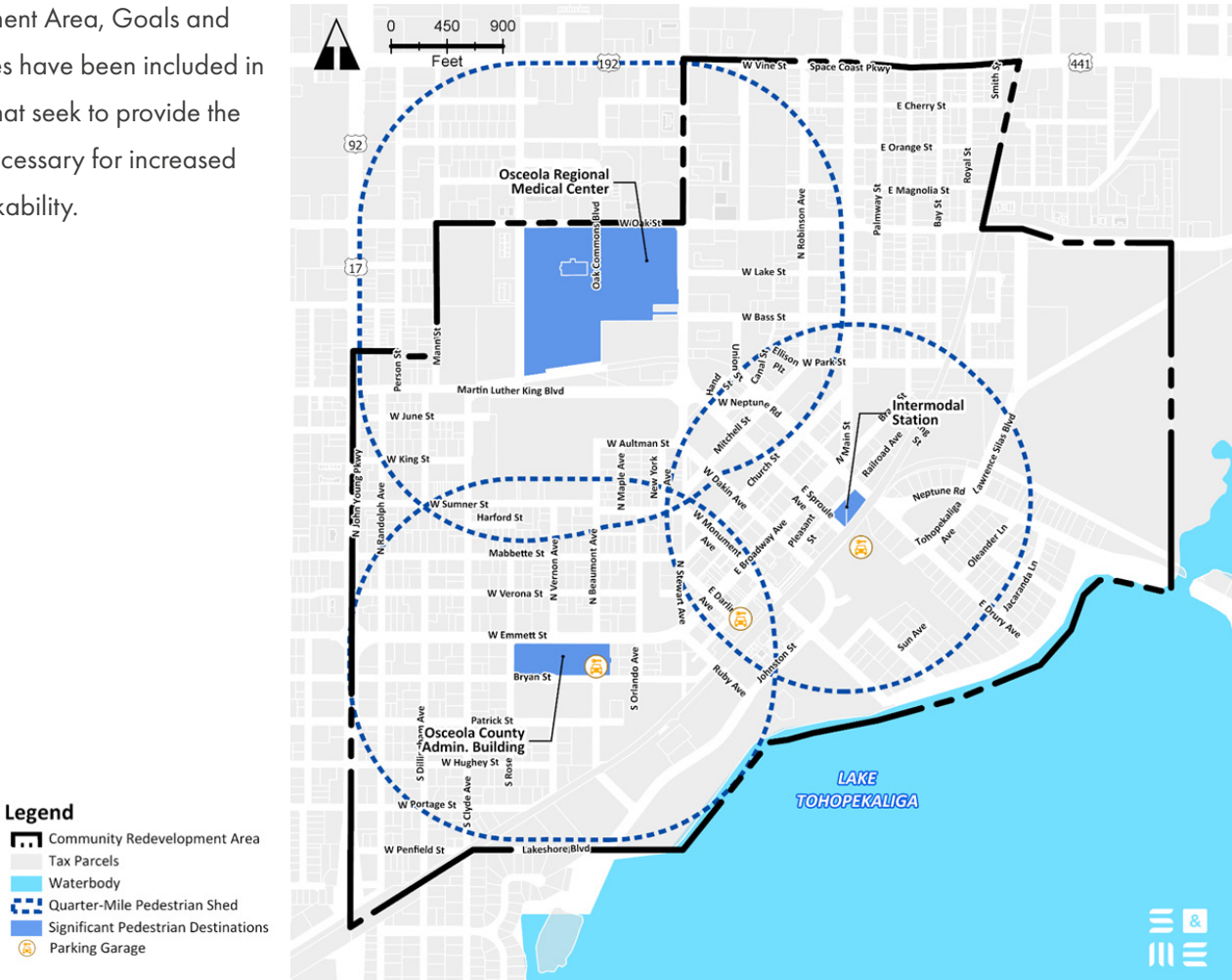
One issue that area residents and business owners alike have stressed is that pedestrian activity along the lake does not permeate to the core of the downtown (Broadway). The City has tried different ways to incentivize that pedestrian traffic (e.g. streetscape improvements shown in Figure 11.1 and 11.2). One of which are adopted 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



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.

Figure 11.3 Pedestrian Sheds



STREETSCAPE ELEMENTS

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 City has implemented several streetscape projects in the Downtown CRA, some more elaborate than others. Some streetscapes include pavers, designated on-street parking, streetlamps, street trees, benches and trash receptacles, while others just have the streetlamps.

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.

The street lighting fixtures used in downtown vary by location. Most streets use decorative roadway lights, several streets around the Central Business District feature classic acorn lights, and the Broadway segment has decorative acorn lights. The last two are pedestrian scale lights, while the others are more auto-oriented. Figure 12.4 shows clearly where the streetscape projects have added streetlights with tighter spacing.

Figure 12.0 Acorn Pedestrian Lights

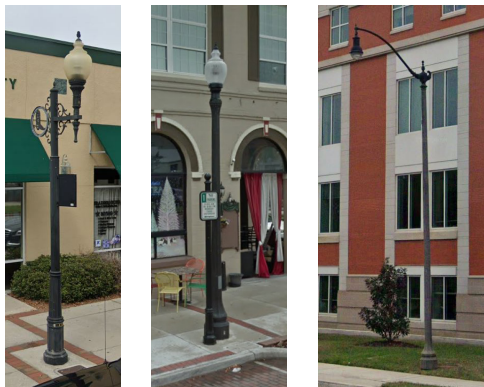


Figure 12.3 Roadway Lights



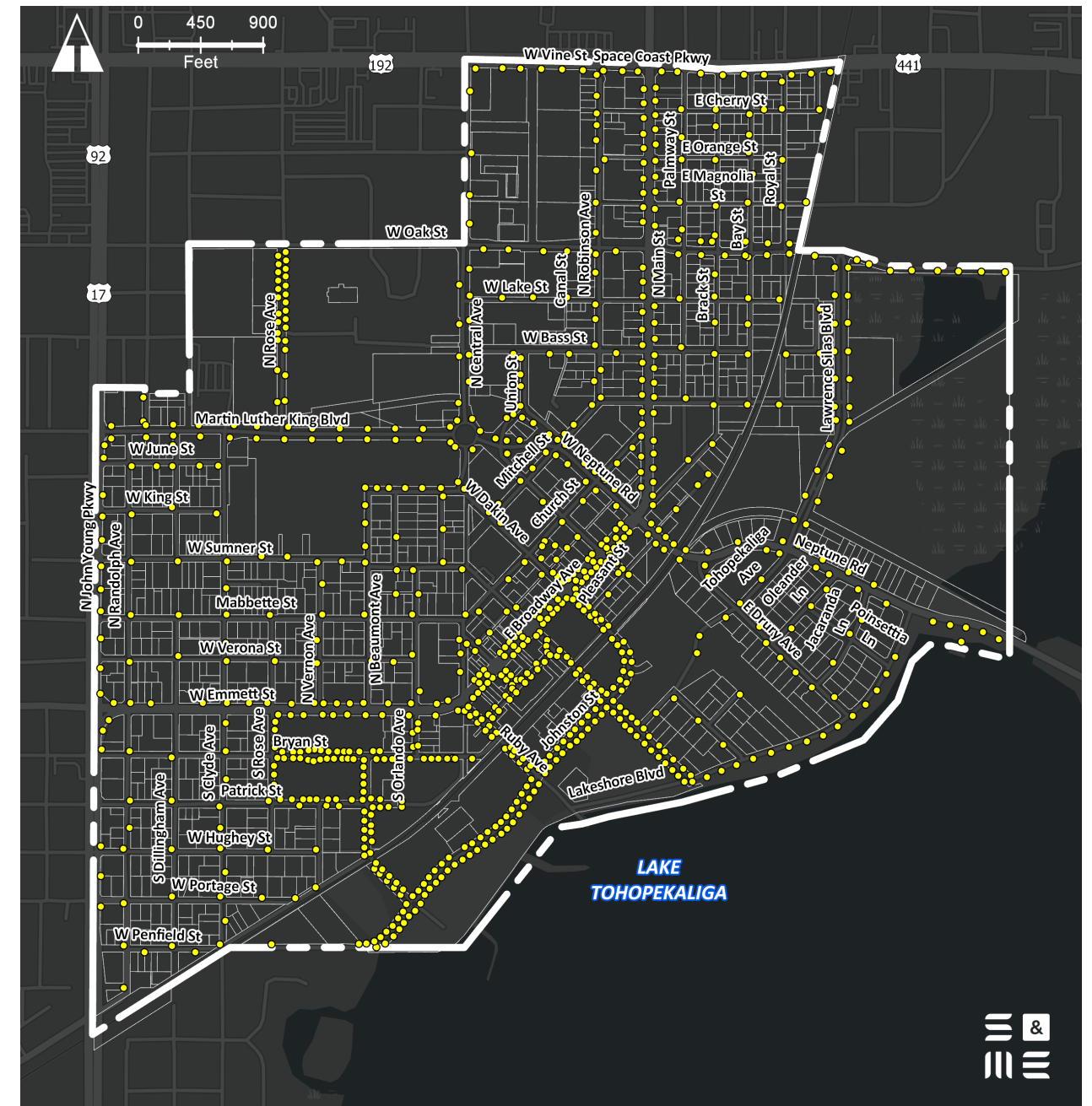
Figure 12.1 Monument Avenue south of Broadway



Figure 12.2 Dakin Avenue north of Broadway



Figure 12.4 Light Facilities



Legend

-  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



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 9 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)

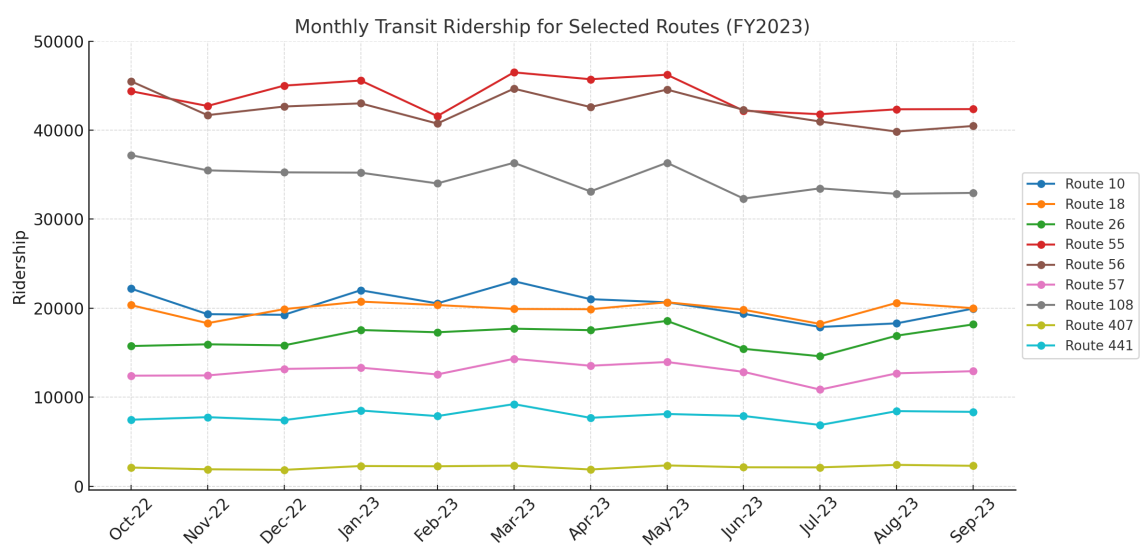
SunRail provides service to the Orlando region to the north and Poinciana to the south. The SunRail station is located adjacent to the Kissimmee Intermodal station just east of Broadway between E Dakin Avenue and Neptune Road, at the terminus of Sproule Avenue.

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 14.1 Kissimmee Intermodal Station

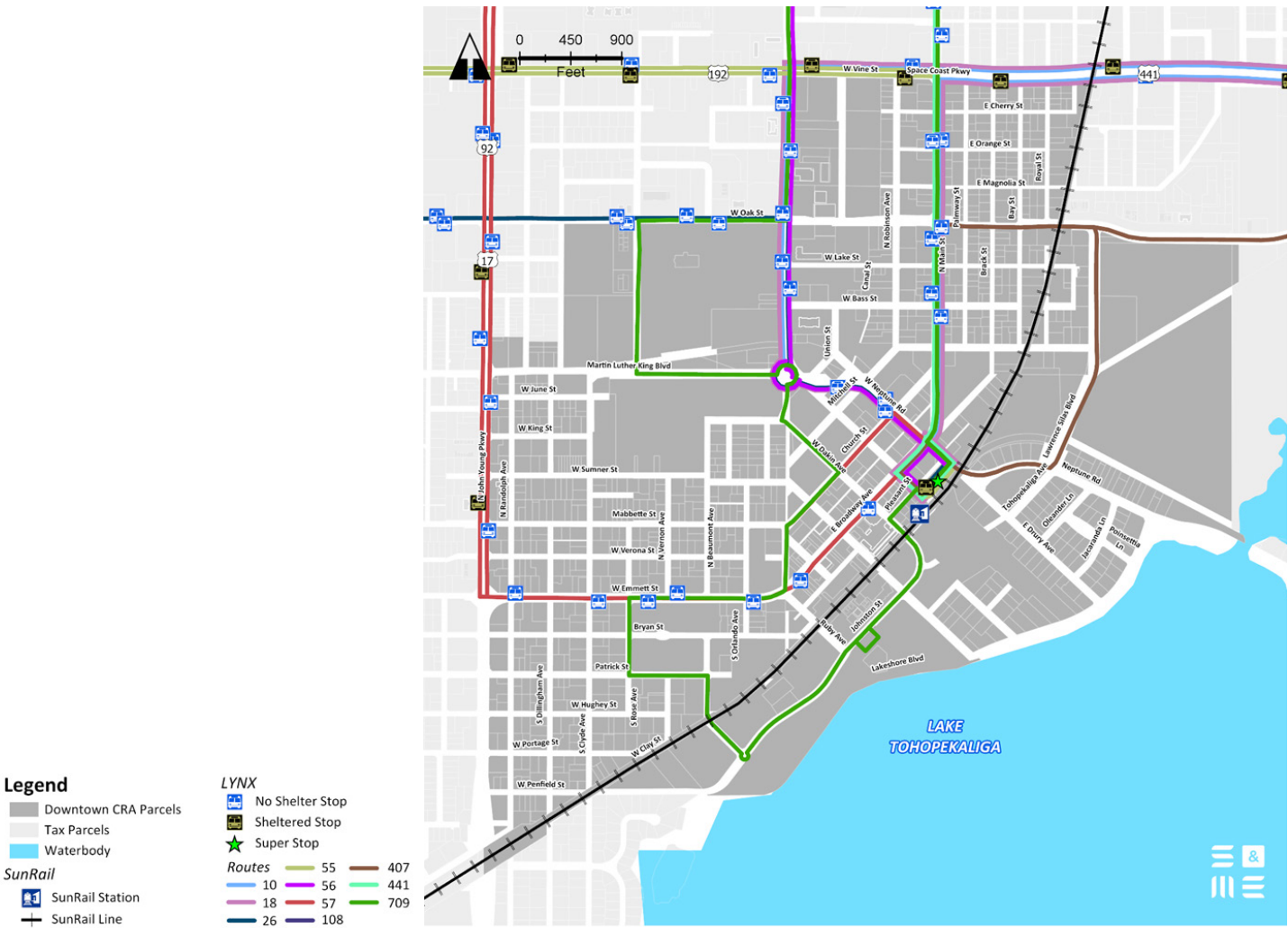


Figure 14.2 Lynx Transit Ridership, Oct. '22-Sep.-'23



Source: Lynx, 2023

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.

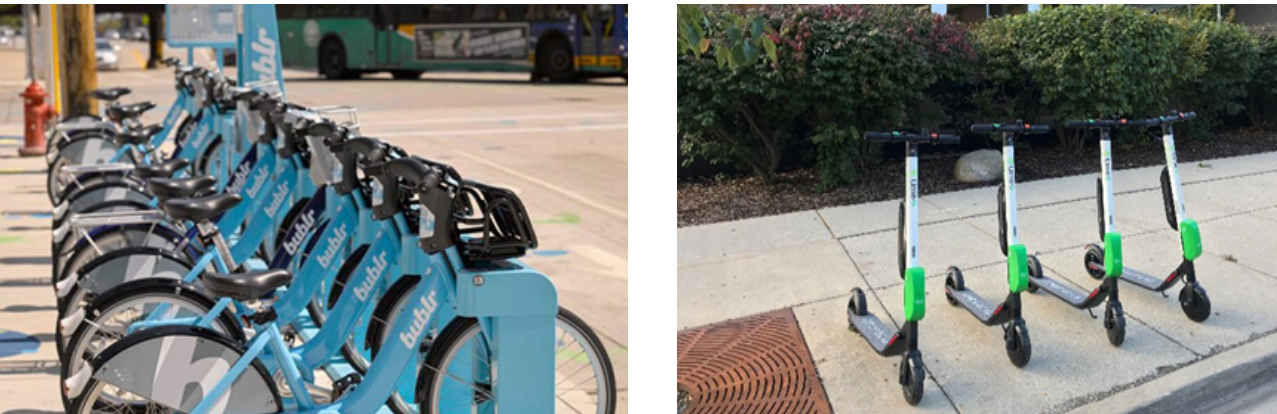
Figure 14.4 Bus Shelter References



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

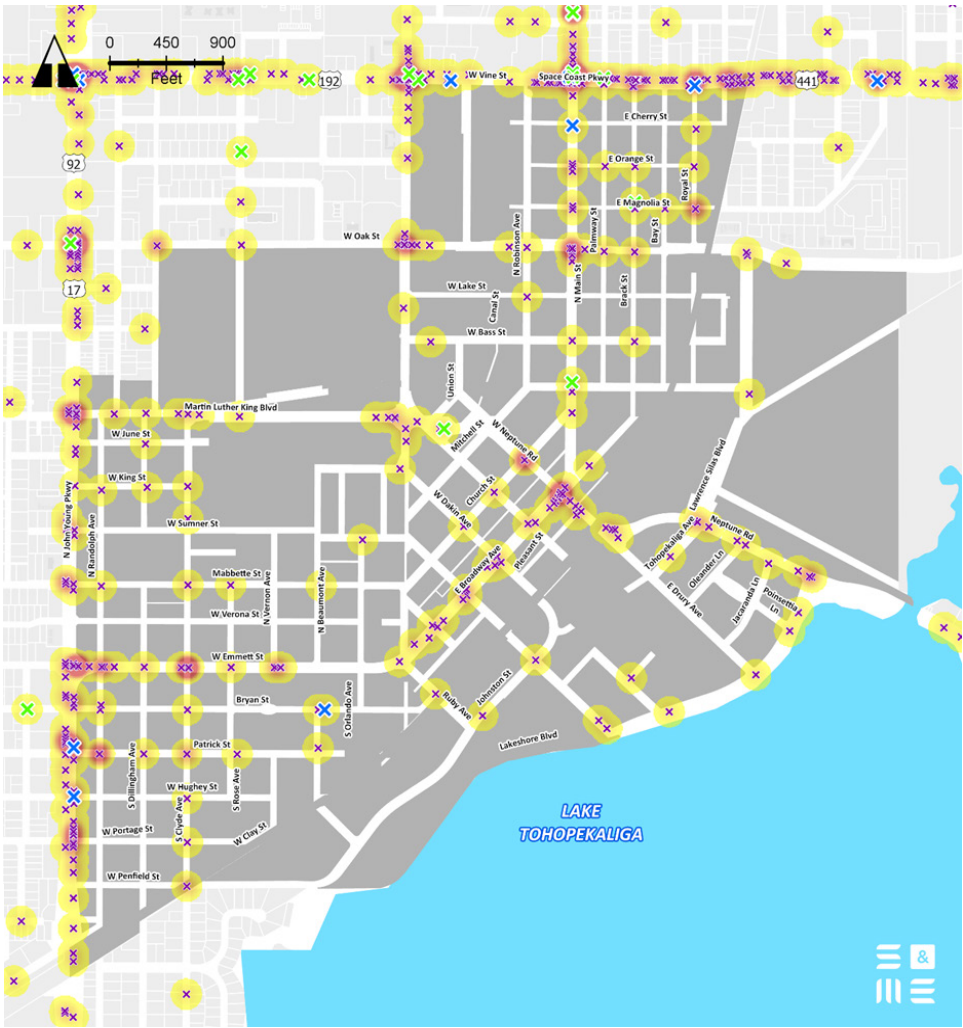
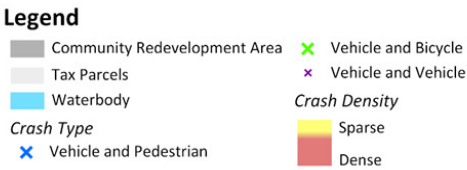
The Florida Department of Transportation (FDOT) maintains records of all public roadway crashes in the state. Information found within these records include crash locations, dates, agencies involved, roadway conditions, and other helpful data points that can be used to identify and mitigate dangerous 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.)

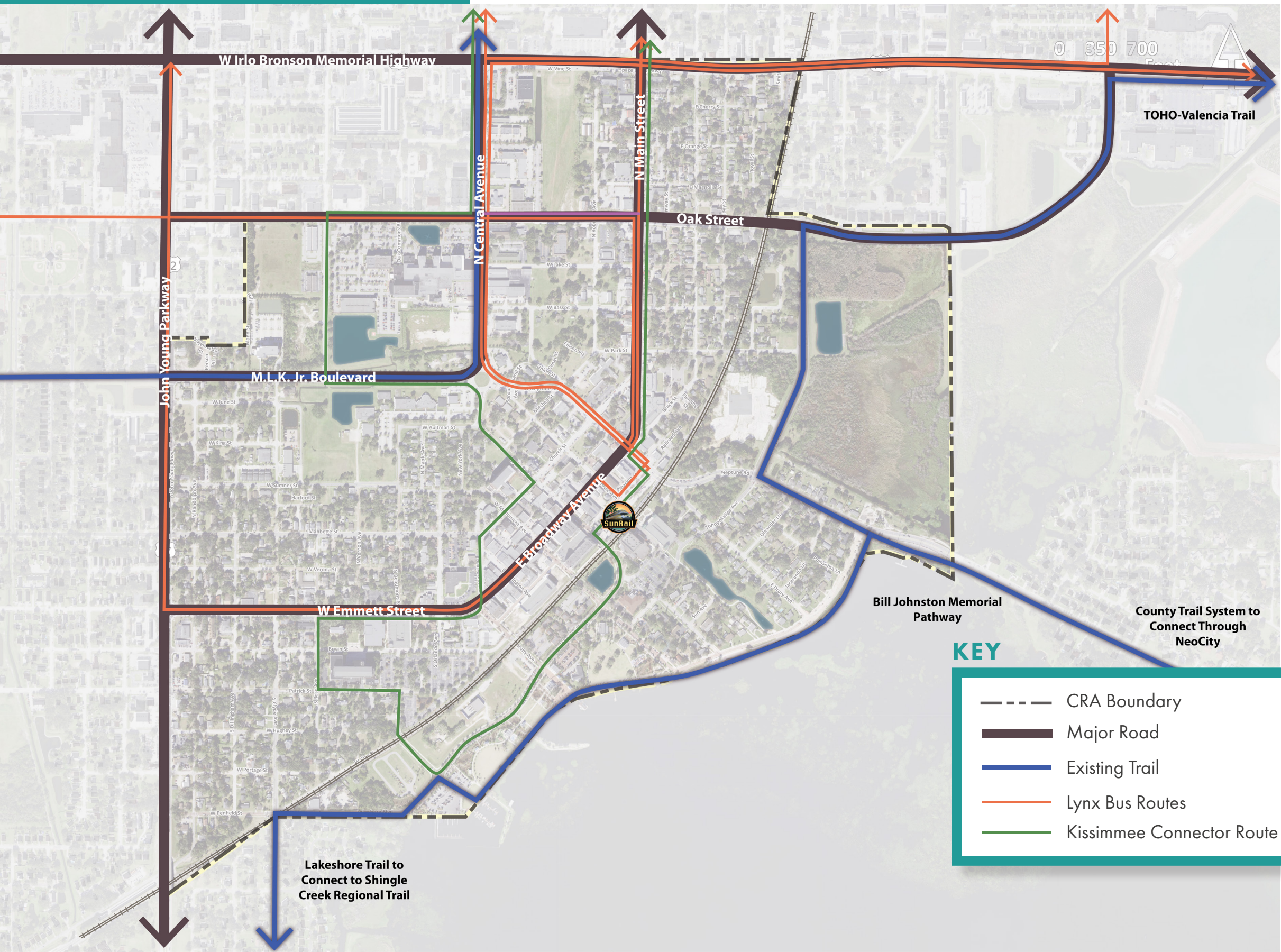
Similarly, most of the accidents involving bicycles happened along the major roads on the periphery and only handful of these crashes occurred in the interior of the Redevelopment Area (Neptune Rd. and Hand St.; Main St. and Park St.; and Magnolia St. and Brack St.).

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.

KEY

CRA Boundary

Major Road

Existing Trail

Lynx Bus Routes

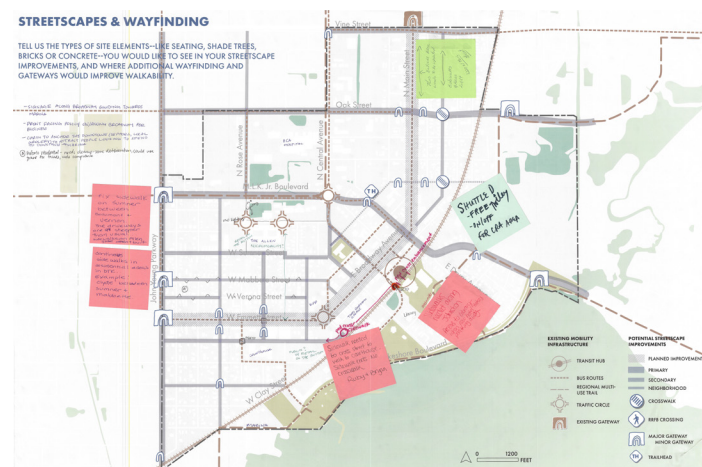
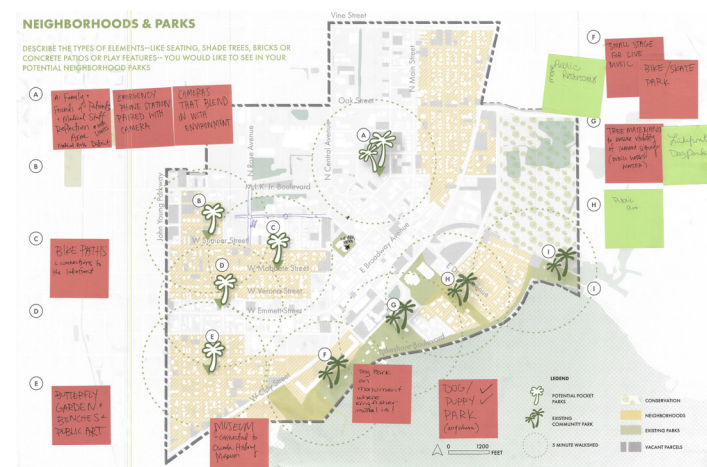
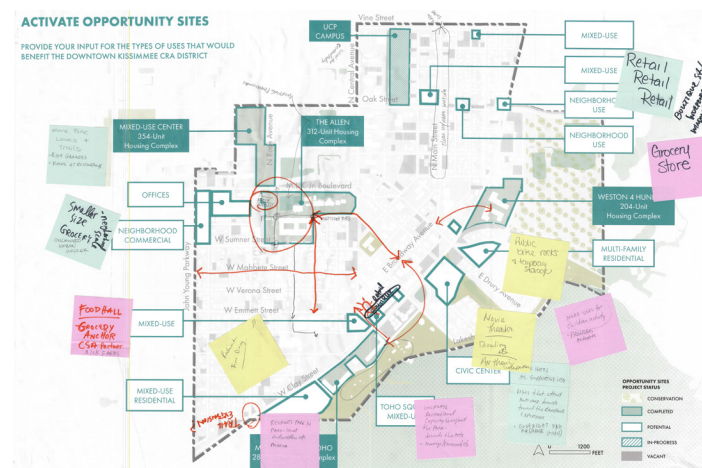
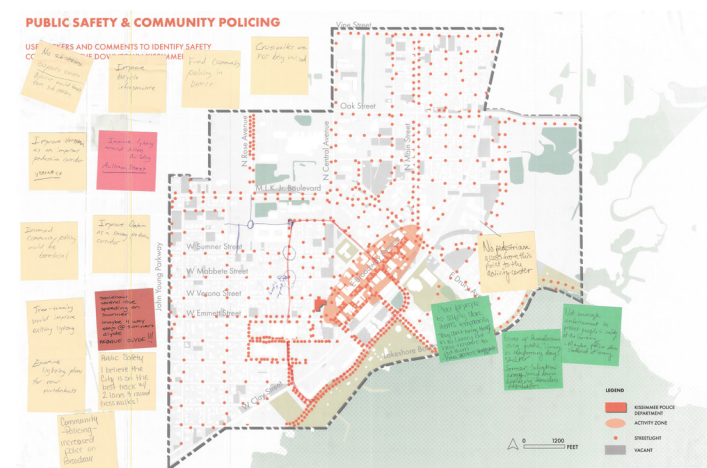
Kissimmee Connector Route



This board focused on gauging the public's perception of safety in the downtown CRA area and whether an increase in community policing was viewed favorably. It allowed residents to identify areas of safety concern and suggest measures to enhance safety in those areas.

- Several individuals were in favor of strengthening community policing, especially on Broadway Street and around the public library, with officers trained to respond to mental health and addiction-related issues.
- Participants voiced support for improved pedestrian safety and accessibility by enhancing corridors like Dakin Street and W Verona Street and improving pedestrian connectivity from surrounding neighborhoods to the activity center.
- Community members expressed a desire to add benches and upgrade lighting, including trimming trees that block existing lights, particularly near the Allen Building on W Aultman Street, and wanted assurance that the new round-a-bouts being constructed will have ample lighting.
- Participants suggested providing secure, temporary storage for personal items such as bikes, scooters, and skateboards to discourage inappropriate use of library space for this purpose.
- Concerns were raised about the unhoused population at the public library, with a call to make the space more welcoming and safe for all users, particularly children.
- Attendees expressed concerns about effective crosswalk usage, with support for raised crosswalks at pedestrian crossings.
- Community members expressed interest in improved bicycle infrastructure to ensure safety for cyclists.
- There was support for increased utility infrastructure, such as an additional substation in the area.

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.



BOARD 2: Opportunity Sites



This station focused on identifying ideas to activate key sites in the area and support economic development.

- Participants expressed interest in a smaller neighborhood-scale grocery store, potentially paired with a Community Supported Agriculture (CSA) program supplied by local or nearby farms such as Mick Farms.
- There was support for a food hall concept that includes a local grocery or bakery component.
- Attendees shared a strong interest in expanding retail options in the area, particularly independent, boutique-style stores for window-shopping opportunities.
- Participants support hotel development along Clay Street to complement the civic center redevelopment and other nearby attractions, with improved overnight parking in parking garages to accommodate visitors arriving by Sun Rail.
- There is an interest in bike lockers for hotels and apartments in the Lakeshore Park area, as well as additional bike garages or racks near destinations and throughout the park. Participants hoped to see more bike lanes and trails in general.
- Attendees expressed support for new activities and commercial spaces aimed at working professionals renting the new apartments in the area, including a movie theater, bowling alley, axe throwing venue, or fine dining options.
- There is an interest in more programs and spaces for children’s activities.
- Participants expressed a desire for N Main St to be made more inviting.
- Attendees support increased recreational capacity throughout the park, especially near the apartments. Desired elements include awnings and pavilions.
- Participants identified the opportunity to expand the Lakeshore Drive trail beyond the intersection with W Clay Street.
- There was a suggestion for residents of the apartment complexes near the lakefront to park either along the street or in the lot for the public park, with overflow parking into the marina.

FINDINGS SUMMARY

Community members expressed strong interest in attracting more retail, dining, and entertainment options. New multi-family residential development in the area is expected to drive demand for increased commercial activity, particularly targeting working professionals. The community also expressed concern that visitors to the area do not have enough retail, recreation or entertainment options to fill their day, and in order to bring people to and keep people in the area, there is a need activation of underutilized sites for diverse uses.



BOARD 3: Neighborhoods and Parks

At this station, workshop attendees were asked to provide input on what types of elements are desired in neighborhood parks.

- Numerous participants expressed their desire for a dog park in the area. Some proposed dedicating some space along the waterfront and potentially near the Kingfisher Mural on Monument Ave.
- One participant proposed a Reflection Area / Park in the Medical Arts District to serve hospital patients, visitors and staff.
- Attendees expressed support for safety features in parks, such as emergency phone stations paired with cameras and additional lighting that improves visibility but is not excessively bright. Tree trimming/ maintenance was stressed to maintain camera functionality and signage visibility.
- There was support for expanding and improving bicycle infrastructure, including creating safe bike routes and adding more bike racks, to make biking downtown feel safer and more convenient. In particular, people hope for a bike connection between the Medical Arts District and the Lakefront, as well as an added bike room in the Allen.
- Within more residential areas, workshop attendees hope to see assets such as butterfly gardens, benches and public art in pocket parks.
- Participants expressed a desire for more public restrooms.
- There was support for adding entertainment features along the lakefront, such as a small stage for live music and a bike or skate park.
- There was continued interest in expanding the city’s public art program by adding more installations.
- There was support for expanding recreational capacity throughout the lakefront with additional pavilions and shaded areas.
- Attendees expressed interest in an expanded location of the Osceola History Museum.

FINDINGS SUMMARY

Participants 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.

BOARD 4: Streetscapes and Wayfinding



- At this station, participants were asked to provide input on what improvements could be made to the streetscapes, particularly for pedestrians looking to navigate the Downtown CRA.
- Participants hoped to see a local trolley/shuttle to get visitors/locals in and around the downtown area.
 - There is a desire for improved bike-ability and bike paths connecting key assets within the area.
 - Participants noted the need for better signage along Broadway to direct people toward Downtown and the Marina.
 - There was interest in establishing a policy or incentive program to encourage businesses along Broadway to have front-facing entrances and more active frontages.
 - A major anchor tenant—such as a grocery store or national retailer like Sephora—was suggested to draw visitors into the area and support foot traffic for surrounding local businesses.
 - The historic residential area between Sumner and Emmett was described as deteriorating and in need of cleanup. Participants suggested it could benefit from a historic preservation grant, façade improvement program, or code compliance efforts.
 - Sidewalk issues were a recurring theme. The sidewalk on Sumner between Beaumont and Vernon was highlighted as needing improvement, particularly due to unusually steep driveways.
 - Sidewalks on Allen Street have not been constructed.
 - Participants called for continuous sidewalks in residential areas throughout Downtown Kissimmee.
 - Example: Clyde Avenue between Sumner and Mabbette.
 - Sidewalks are also needed along Johnston Street.
 - Concerns were raised about library access when the new hotel is constructed and nearby parking is reduced.
 - The area around The Allen lacks adequate street lighting and was identified as a good opportunity for micro-mobility infrastructure, such as e-scooter parking and charging stations.
 - While the building includes retail on the ground floor, there is no nearby grocery store to serve residents.
 - A potential location for a grocery store was identified just north of the railroad tracks and W. Clay Street.

- Several intersections were flagged as needing enhanced pedestrian crosswalks to improve walkability and safety:
 - S Rose Avenue & W Bryan Street
 - Dakin Avenue & the railroad tracks
 - Ruby Avenue & W Bryan Street—sidewalks end here, making it difficult to access the Courthouse.
- Attendees supported the idea of a free shuttle or trolley, with clear on/off access points throughout the CRA Area.
- N Main Street was described as in need of comprehensive updates, including sidewalk repairs, landscaping enhancements, and improved lighting.



FINDINGS SUMMARY

Participants emphasized the need to improve safety, walkability, and overall accessibility within and around the downtown CRA. Specific sidewalk gaps—such as along Allen, Johnston, Clyde, and Sumner—pose challenges to connectivity, especially between residential neighborhoods and civic or commercial destinations like the library and courthouse. Lighting improvements near The Allen were desired to support safety and a more complete neighborhood feel, supported by micro-mobility access. The community also voiced a strong desire for a grocery store near W. Clay Street. Signage and business frontage enhancements along Broadway were seen as essential to strengthen visibility and drive foot traffic to Downtown and the Marina. Finally, residents expressed interest in activating underutilized streets and corridors, including N Main Street and key intersections, through crosswalk upgrades, code enforcement, preservation incentives, and the introduction of a shuttle or trolley system to better serve the CRA area.

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



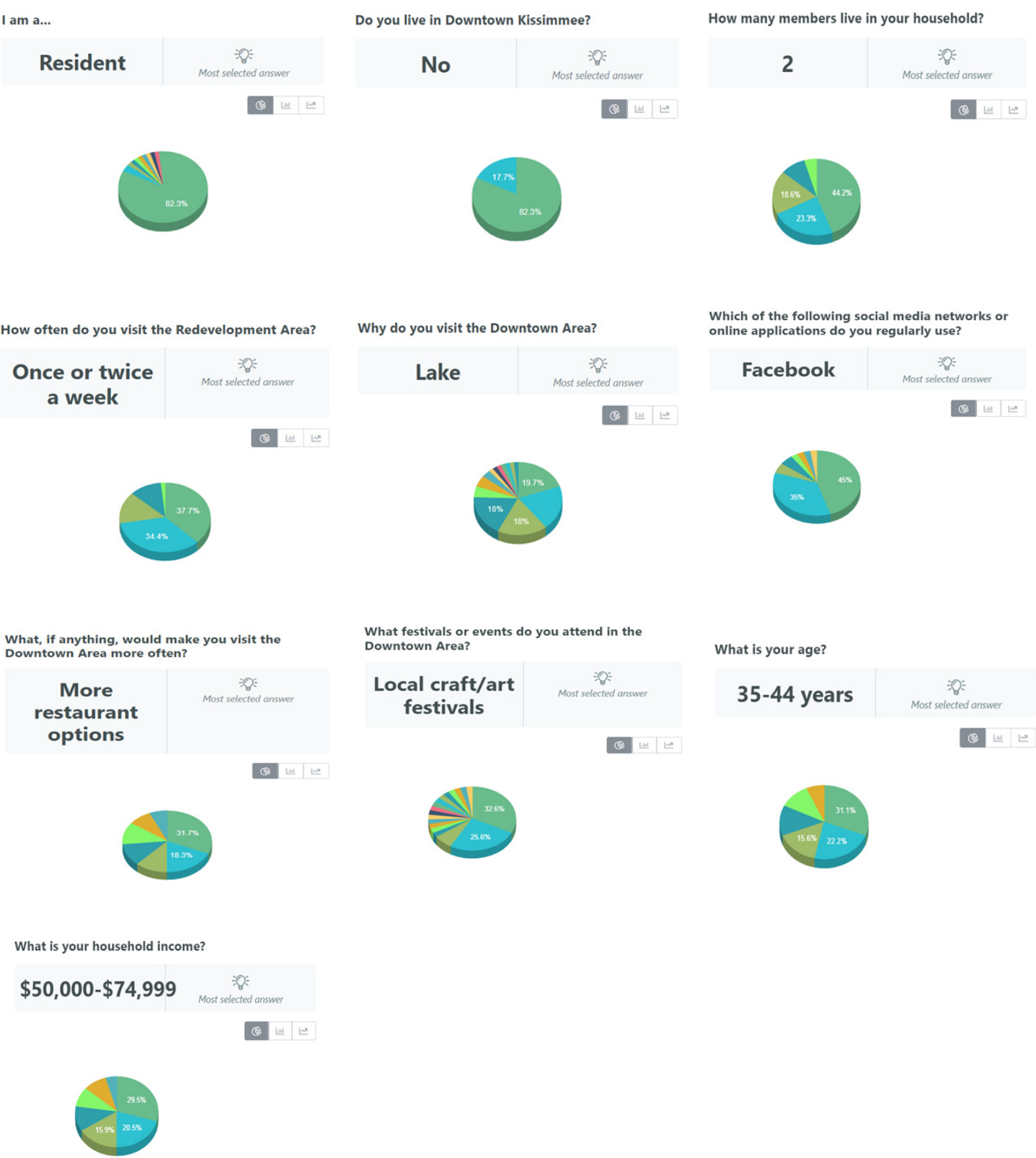
ONLINE PRESENCE & COMMUNITY SURVEY

Understanding a community’s preferences and perspective throughout the planning process is crucial to forming community supported projects and initiatives. Online platforms are a way to engage residents throughout the entire plan update process that provides 24/7 access to project resources. The establishment of the kissimmeeplanupdate.com website provided an opportunity to host information related to the project that included a map of the Downtown Kissimmee Redevelopment Area boundary, Open House and Community Briefing & Listening Session schedules, meeting recaps, event photos, helpful links, and presentations. Another vital component of creating this online presence was to offer every platform in both English and Spanish. The project website and community survey allowed individuals who weren’t able to attend in-person events to provide feedback on the plan update process. The online platforms also created a continuous way for feedback to be recorded throughout this process. Over the course of several months, the online survey received more than 120 responses. The results are shown on the following pages.

SURVEY & RESPONSES

Kissimmee Downtown CRA Plan Update Survey

The Kissimmee Downtown Community Redevelopment Agency (CRA) is in the process of updating its Downtown Plan. The plan provides guidance on Redevelopment Area activities for the next 5-10 years and identifies projects and programming opportunities to assist the Agency's efforts to cultivate thriving and vibrant neighborhoods. The update process is community driven which means we need your input!





If you answered that you do not visit the Downtown Area in the previous question, please provide the reason(s) why below.

Top Responses:

1. Not interesting enough/not much to do in the downtown area
2. Only used as a way to navigate through the City
3. The area is dated



What are the specific types of retail, restaurants, events, goods, or services you would like to see in the Downtown Area?

Top Responses:

1. Small, local restaurants/casual dining options
2. Outdoor recreation in the form of nature trails and outdoor fitness equipment
3. Grocery store
4. Various retail shops
5. Brewery



What do you feel are the greatest challenges facing residents in the Downtown Area today?

Top Responses:

1. Traffic
2. Parking
3. Lack of community activities and events
4. Homelessness
5. High rent and low wages



What do you feel are the greatest challenges facing businesses in the Downtown Area today?

Top Responses:

1. Traffic
2. Lack of parking
3. Lack of visitors due to lack of diverse shopping and eating options
4. Limited business hours
5. Unsafe areas



What types of public improvements or amenities would make you visit the Downtown Area more often?

Top Responses:

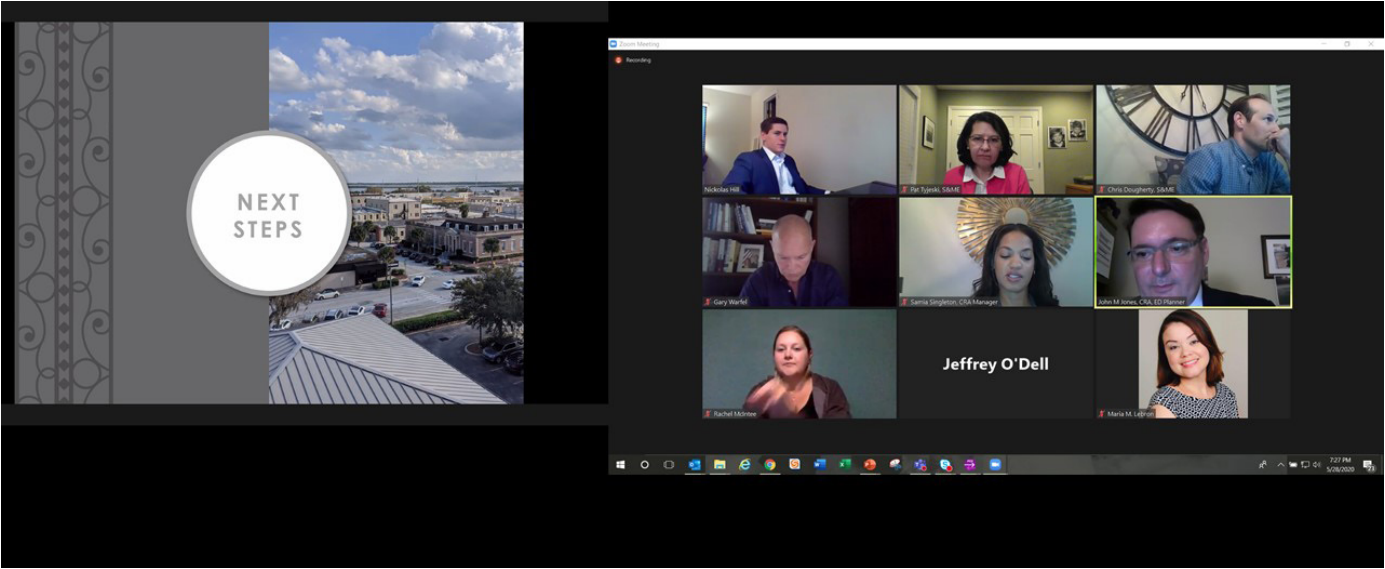
1. More community events
2. Community beautification and clean up
3. More parking
4. Larger variety of businesses like gyms, restaurants, and trendy boutiques
5. Public amenities like parks or pool



What improvements could the business in the Downtown Area make that would cause you to visit them more often?

Top Responses:

1. More entertaining shops and trendy businesses
2. Diverse business hours
3. More parking
4. More aesthetically pleasing design of the Downtown Area
5. Increased safety



VIRTUAL PUBLIC WORKSHOP

Originally scheduled as an in-person workshop, a virtual public workshop (in accordance with COVID-19-related public safety and health guidelines) was held on May 28, 2020 from 6:00 to 8:00 pm to discuss the Downtown Kissimmee Community Redevelopment Plan. During the virtual workshop, a presentation was given that discussed the update process to date, presented the Community Redevelopment Plan's Strategic Four Point Action Plan addressing the redevelopment opportunities and challenges within the Redevelopment Area, discussed the proposed capital projects and programming schedule, and reviewed the remaining steps in the update process. An interactive public comment session followed the presentation. Participants were asked to offer their comments and input regarding the items presented and proposed in the Community Redevelopment Plan.

The participants reviewed three (3) maps provided to foster conversations about the redevelopment activities and projects proposed within the updated Community Redevelopment Plan. The maps presented included:

- A Base Map of the Redevelopment Area,
- A Transportation System Map that depicts existing conditions and proposed transportation improvements within Downtown Kissimmee, and
- An Opportunity Sites Map which identifies sites that have the highest potential to be redeveloped in the near future.

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.

Legend

- CRA District Boundary
- Downtown Transit Station Area
- Government District Area
- Lake Toho Waterfront Area
- Commercial Corridor - John Young Parkway
- Commercial Corridor - Main Street
- Low Density Residential
- Medical Campus Area
- Commercial Corridor - Vine Street
- Moderate Density Residential

Page 93 of 376¹¹⁷



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.

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

Notice ID: 5zfG0zEZBISfYqA2bnRO | **Proof Updated: Aug. 25, 2025 at 10:54am EDT**

Notice Name: COK*NOTICE OF PUBLIC HEARING

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FILING FOR

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Columns Wide: 2

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08/28/2025: Legal and Public Notice	55.68
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Subtotal	\$55.68
Tax %	0
Processing Fee	\$5.57
Total	\$61.25

See Proof on Next Page

NOTICE OF PUBLIC HEARING

The City Commission for the City of Kissimmee, Florida, 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 **September 3, 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

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 AT 101 N. CHURCH STREET, KISSIMMEE, FL 34741, FIVE DAYS PRIOR TO THE MEETING (FS 286.26)
August 28, 2025

ITEM 5.B

Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2025-2026

Request

Adoption by Resolution of the Tentative Millage Levy of 4.6253 mills and Tentative Budget of \$310,308,019 for Fiscal Year 2025-2026

Explanation

Public notice of this hearing was given via the Notice of Proposed Property Taxes mailed by the Property Appraiser. The entire procedure, including the following order of discussion, is specified within State Statutes and should be followed explicitly.

RESOLUTION OF THE PROPOSED OPERATING MILLAGE

1. State that the Proposed Operating Millage is 4.6253 which is 4.29% more than the Rolled Back Rate of 4.4352
2. Call for public comments or questions.
3. Have the attorney read the Resolution title and vote on adoption.

RESOLUTION ADOPTING THE TENTATIVE BUDGET

1. The Resolution will adopt a Tentative Budget of \$310,308,019 and authorize 942 full and part-time positions. A schedule of positions authorized for each department and summaries of each Fund are attached to the Resolution.
2. Call for public comments or questions.
3. Have the attorney read the Resolution title and vote on adoption.

BACKGROUND:

As indicated above, the proposed millage rate is 4.6253 mills, which is the same millage rate that was levied for the current budget year. The tentative budget for all funds remained relatively the same as what was presented in July, with the following exceptions; addition of the Mobile Command Center in the General Fund, funding for additional Labor Services in the City Commission budget, additional funding for Big Lots/Kmart demolition project in the CRA Vine St. Fund and civic center demolition in the Downtown CRA Fund, adjustments to State Law Enforcement Trusts Fund, addition of the Police and Fire Impact Fee funds, addition of a GIS Analyst position funded by Building Fund and Stormwater Fund, adjustments to SHIP grant revenue estimate, and a minor increase in several funds due to an increase in standby pay rate.

Recommendation

Staff request that the Public Hearing be conducted as outlined above. In addition, staff recommends the Commission adopt the two Resolutions. The Second and Final Hearing will be held on September 16, 2025.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

1. (S) RESO OP MILL TENTATIVE.26
2. (S) RESO OP BUDGET TENTATIVE.26
3. Budget Reports FY26

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

RESOLUTION NO. -2025

**A RESOLUTION ADOPTING
THE TENTATIVE OPERATING
MILLAGE FOR THE CITY OF
KISSIMMEE, FLORIDA UPON
THE ASSESSMENT ROLL OF
THE YEAR 2025.**

WHEREAS, the City Commission of the City of Kissimmee, Florida, considered a budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026, and

WHEREAS, subject budget will require a millage levy sufficient to fund a portion of that budget,

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

SECTION 1. The millage rate of 4.6253 mills is hereby adopted, such millage rate being 4.29% more than the rolled back millage rate of 4.4352 as defined in F.S. 200.065.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

Dated this 3rd day of September 2025.

Jackie Espinosa
Mayor-Commissioner

ATTEST:

Tameara Crespo
City Clerk

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

RESOLUTION NO. -2025

**A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR
THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND
ENDING SEPTEMBER 30, 2026.**

WHEREAS, the City Commission of the City of Kissimmee, Florida, has, after careful study, arrived at a budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026, and

WHEREAS, public hearings were held to provide the citizens of Kissimmee, Florida, with an opportunity to discuss subject budget beginning at 6:00 p.m. on September 03, 2025

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

SECTION 1. The budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026, shall be \$310,308,019 which is the total of the attached schedule.

SECTION 2. Budget transfers and adjustments. For purposes of this Resolution, budget transfers and adjustments are defined as follows:

Budget Transfer -- A decrease in any expenditure or revenue sub-object with a corresponding increase in another expenditure or revenue sub-object, which does not alter fund total.

Budget Adjustment -- An increase or decrease in any revenue sub-object with a corresponding increase or decrease in any expenditure sub-object, the effect of which is to alter the fund total.

SECTION 3. The following levels of approval are required for Budget Transfers and Adjustments:

Interfund Transfers included as a part of the budget, shall be automatically made without further action on the part of the City Commission or City Manager.

Budget Transfers

The City Manager can approve transfers of unused personal service funds to Advertising, Recruiting and/or Professional Service accounts. All other intradepartmental transfers for personal services shall be approved only by the City Commission. Intradepartmental transfers from other accounts may be approved by the City Manager and shall be reported to the City Commission on a monthly basis along with the monthly budget report.

Interdepartmental transfers shall be approved only by the City Commission.

Transfers from Reserves shall be approved only by the City Commission.

Budget Adjustments -- Budget Adjustments shall be approved only by the City Commission.

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SECTION 4. This Resolution shall in no way be construed to inhibit the City Manager from exercising full power and authority under the Mobilization and Emergency Operations Plan adopted August 24, 1983 and as, from time to time, amended.

SECTION 5. The City Manager shall automatically adjust the total amount of the FY 2025/2026 budget by the amount of encumbrances outstanding at September 30, 2025.

SECTION 6. The City Manager shall automatically adjust the total amount of the FY 2025/2026 budget by the amount of unspent grant funds at September 30, 2025.

SECTION 7. The City Manager may automatically adjust the budget to properly classify charges to the proper account codes.

SECTION 8. The City Manager may automatically adjust the budget to properly account for gifts, grants or donations, such adjustments are to be reported to the City Commission.

SECTION 9. Any unexpended or unencumbered FY 2025/2026 appropriations will automatically lapse at September 30, 2026 and will be carried over to FY 2026/2027 as un-appropriated fund balance.

SECTION 10. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 11. The authorized number of employees set forth in this budget is 942. Full-time employees may not be employed within any department or fund at any one time in excess of the maximum authorization as provided in this budget. Increases in the authorized number of full-time employees shall be approved only by the City Commission. Part-time employees may be employed in any number and combination that does not exceed the amounts budgeted for those employees.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

Dated this 3rd day of September 2025.

ATTEST:

Jackie Espinosa
Mayor-Commissioner

Tameara Crespo
City Clerk

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**ALL FUNDS
TOTAL BUDGETS SUMMARY**

<u>FUND NAME</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
General Fund	\$ 151,841,639	\$ 148,344,699	\$ 158,555,389	\$ 160,775,994
Stormwater Utility	15,057,729	15,574,349	16,778,009	10,144,859
Solid Waste	10,152,028	10,502,579	11,770,346	10,264,795
Airport	1,856,985	3,762,043	3,609,139	2,380,630
Central Services	15,767,455	15,529,959	16,502,128	15,232,074
Local Option Sales Tax	31,674,241	33,357,361	31,833,284	21,222,357
Mobility Fee	14,276,308	9,349,338	14,869,259	10,784,449
Local Option Gas Tax	20,588,600	21,768,882	23,446,063	6,534,813
Paving Assessment	23,683	10,000	10,000	10,000
Building	12,800,667	7,180,630	7,471,920	5,973,441
Downtown Community Redevelopment	9,765,782	11,060,888	11,528,811	9,572,118
Vine Street Community Redevelopment	6,950,964	8,579,130	9,464,972	9,134,745
CDBG Entitlement Grants	-	-	-	896,880
SHIP Grants	-	-	-	592,832
HOME Grants	-	-	-	325,641
Recreation Impact	4,780,285	3,096,933	4,121,311	2,195,605
Fire Impact Fee	20,566	-	341,566	592,566
Police Impact Fee	20,325	-	317,825	570,325
Police 2nd Dollar Assessment	71,401	49,651	49,651	39,946
Justice Assistance Grant	437,426	388,436	340,296	340,296
State Law Enforcement Trust	280,226	391,999	313,484	183,252
Federal Law Enforcement Trust	62,741	53,770	62,741	63,241
School Crossing Guard Trust	46,034	3,650	37,856	3,650
Treasury Forfeiture	315,604	313,239	316,104	316,604
Charter School	16,592,260	-	-	-
Utility Tax	8,611,640	8,758,100	8,875,676	8,845,676
Local Option Sales Tax Bonds	2,165,023	2,165,023	2,165,023	2,161,857
Local Option Gas Tax Notes	290,841	294,385	294,385	297,660
Community Redevelopment Notes	313,928	331,903	331,903	344,175
Series 2016/2022/2024 Bonds	6,375,990	3,704,735	6,391,666	10,051,893
Liab/Workers Comp Self Insurance	5,696,183	5,024,174	5,702,285	5,397,750
Health Self Insurance	11,693,096	12,148,704	12,177,726	15,057,895
TOTAL BUDGET	\$ 348,529,650	\$ 321,744,560	\$ 347,678,818	\$ 310,308,019

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

ALL FUNDS BY OBJECT CODE

DESCRIPTION	Personnel				
	Services FY 2026	Operating FY 2026	Capital FY 2026	Other FY 2026	Budget FY 2026
General Fund	\$ 82,423,433	\$ 32,666,620	\$ 3,765,834	\$ 41,920,107	\$ 160,775,994
Stormwater Utility	3,344,564	2,116,056	2,189,200	2,495,039	10,144,859
Solid Waste	2,858,186	3,883,122	1,952,634	1,570,853	10,264,795
Airport	1,082,581	660,738	567,500	69,811	2,380,630
Central Services	4,780,479	8,344,284	1,622,400	484,911	15,232,074
Local Option Sales Tax	-	-	7,111,500	14,110,857	21,222,357
Mobility Fee	-	-	500,000	10,284,449	10,784,449
Local Option Gas Tax	1,255,277	762,716	3,037,500	1,479,320	6,534,813
Paving Assessment	-	5,000	-	5,000	10,000
Building	3,401,905	523,239	51,000	1,997,297	5,973,441
Downtown Comm Redevelopment	-	580,476	2,530,000	6,461,642	9,572,118
Vine Street Comm Redevelopment	-	611,262	2,350,000	6,173,483	9,134,745
2024 CDBG Entitlement Grant	215,197	681,683	-	-	896,880
2024 HOME Grant	48,112	277,529	-	-	325,641
2024 SHIP Grant	58,518	534,314	-	-	592,832
Recreation Impact	-	-	500,000	1,695,605	2,195,605
Fire Impact Fee	-	-	-	341,556	592,566
Police Impact Fee	-	-	-	317,825	570,325
Police 2nd Dollar Assessment	-	32,705	-	7,241	39,946
Justice Assistance Grant	340,296	-	-	-	340,296
State Law Enforcement Trust	-	24,800	-	158,452	183,252
Federal Law Enforcement Trust	-	-	-	63,241	63,241
School Crossing Guard Trust	-	-	-	3,650	3,650
Treasury Forfeiture	-	-	-	316,604	316,604
Utility Tax	-	-	-	8,845,676	8,845,676
Local Option Sales Tax Bonds	-	-	-	2,161,857	2,161,857
Local Option Gas Tax Notes	-	-	-	297,660	297,660
Community Redevelopment Notes	-	-	-	344,175	344,175
Series 2016/2022/2024 Bonds	-	-	-	10,051,893	10,051,893
Liab/Workers Comp Self Insurance	-	5,353,578	-	44,172	5,397,750
Health Self Insurance	-	15,024,275	-	33,620	15,057,895
TOTAL BUDGET BY OBJECT	\$ 99,808,548	\$ 72,082,397	\$ 26,177,568	\$ 111,735,996	\$ 310,308,019

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**ALL FUNDS
BEGINNING RESERVE BALANCES AND REVENUES**

This schedule and the one on the following page indicate the changes budgeted to occur to restricted and unrestricted balances in each fund in FY 2025. Shown below are the beginning balances of reserve accounts and budgeted revenues which provide the total sources estimated to be available to the City for appropriation.

<u>FUND NAME</u>	<u>ESTIMATED BEGINNING RESTRICTED BALANCES</u>	<u>ESTIMATED BEGINNING UNRESTRICTED BALANCES</u>	<u>REVENUE BUDGET FY 2026</u>	<u>TOTAL SOURCES BUDGET FY 2026</u>
General Fund	\$ -	\$ 49,752,949	\$ 111,023,045	\$ 160,775,994
Stormwater Utility	-	2,465,034	7,679,825	10,144,859
Solid Waste	-	2,208,849	8,055,946	10,264,795
Airport	-	255,976	2,124,654	2,380,630
Central Services	-	986,618	14,245,456	15,232,074
Local Option Sales Tax	-	8,790,357	12,432,000	21,222,357
Mobility Fee	9,753,949	-	1,030,500	10,784,449
Local Option Gas Tax	-	2,945,313	3,589,500	6,534,813
Paving Assessment	-	-	10,000	10,000
Building	-	2,494,241	3,479,200	5,973,441
Downtown Community Redevelopment	-	4,849,662	4,722,456	9,572,118
Vine Street Community Redevelopment	-	5,079,176	4,055,569	9,134,745
2024 CDBG Entitlement Grant	-	-	896,880	896,880
2024 SHIP Grant	-	-	592,832	592,832
2024 HOME Grant	-	-	325,641	325,641
Recreation Impact	1,940,605	-	255,000	2,195,605
Fire Impact Fee	-	341,566	251,000	592,566
Police Impact Fee	-	317,825	252,500	570,325
Police 2nd Dollar Assessment	-	21,946	18,000	39,946
Justice Assistance Grant	-	-	340,296	340,296
State Law Enforcement Trust	-	181,752	1,500	183,252
Federal Law Enforcement Trust	-	62,740	500	63,240
School Crossing Guard Trust	-	-	3,650	3,650
Treasury Forfeiture	-	316,104	500	316,604
Utility Tax	-	662,593	8,183,083	8,845,676
Local Option Sales Tax Bonds	-	-	2,161,857	2,161,857
Local Option Gas Tax Notes	-	-	297,660	297,660
Community Redevelopment Notes	-	-	344,175	344,175
Series 2016/2022 Bonds	2,704,360	-	7,347,534	10,051,894
Liab/Workers Comp Self Insurance	-	662,666	4,735,084	5,397,750
Health Self Insurance	-	57,556	15,000,339	15,057,895
TOTALS	\$ 14,398,914	\$ 82,452,923	\$ 213,456,182	\$ 310,308,019

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**ALL FUNDS
ENDING RESERVE BALANCES AND DISBURSEMENTS**

There is little difference between projected beginning and ending balances of restricted reserve accounts. The major change in unrestricted reserve accounts is due to substantial capital outlays within the Local Option Sales Tax Fund and personnel initiatives within the General Fund. Despite these changes reserves will remain above the threshold through the five - year forecasts. Shown below are budgeted disbursements and estimated ending balances of reserve accounts which sum to budgeted total uses.

FUND NAME	BUDGETED DISBURSEMENTS FY 2026	ESTIMATED ENDING RESTRICTED BALANCES	ESTIMATED ENDING UNRESTRICTED BALANCES	BUDGETED TOTAL USES FY 2026
General Fund	\$ 123,549,777	\$ -	\$ 37,226,217	\$ 160,775,994
Stormwater Utility	8,032,811	-	2,112,048	10,144,859
Solid Waste	9,301,727	-	963,068	10,264,795
Airport	2,312,644	-	67,986	2,380,630
Central Services	14,747,163	-	484,911	15,232,074
Local Option Sales Tax	13,077,291	-	8,145,066	21,222,357
Mobility Fee	937,289	9,847,160	-	10,784,449
Local Option Gas Tax	6,011,637	-	523,176	6,534,813
Paving Assessment	10,000	-	-	10,000
Building	3,976,144	-	1,997,297	5,973,441
Downtown Community Redevelopment	6,506,107	-	3,066,011	9,572,118
Vine Street Community Redevelopment	6,099,639	-	3,035,106	9,134,745
2024 CDBG Entitlement Grant	896,880	-	-	896,880
2024 SHIP Grant	592,832	-	-	592,832
2024 HOME Grant	325,641	-	-	325,641
Recreation Impact	500,000	1,695,605	-	2,195,605
Fire Impact Fee	-	-	592,566	592,566
Police Impact Fee	-	-	570,325	570,325
Police 2nd Dollar Assessment	32,705	-	7,241	39,946
Justice Assistance Grant	340,296	-	-	340,296
State Law Enforcement Trust	24,800	-	158,452	183,252
Federal Law Enforcement Trust	-	-	63,240	63,240
School Crossing Guard Trust	3,650	-	-	3,650
Treasury Forfeiture	-	-	316,604	316,604
Utility Tax	8,213,083	-	632,593	8,845,676
Local Option Sales Tax Bonds	2,161,857	-	-	2,161,857
Local Option Gas Tax Notes	297,660	-	-	297,660
Community Redevelopment Notes	344,175	-	-	344,175
Series 2016/2022 Bonds	7,347,535	2,704,359	-	10,051,894
Liab/Workers Comp Self Insurance	5,353,578	-	44,172	5,397,750
Health Self Insurance	15,024,275	-	33,620	15,057,895
TOTALS	\$ 236,021,196	\$ 14,247,124	\$ 60,039,699	\$ 310,308,019

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**ALL FUNDS
YEAR END FUND BALANCES AND RESERVES**

Reserve balances as of the end of the fiscal year are shown in the following schedule. All balances are anticipated to be held in reserve for future capital outlays, restricted by bond covenants or set aside in accordance with budgetary policies. Estimated and budgeted amounts are cumulative with prior period balances being considered as sources of funding for the next period.

<u>FUND NAME</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
General Fund	\$ 58,402,294	\$ 35,718,816	\$ 49,752,949	\$ 37,226,217
Stormwater Utility	9,205,009	1,302,872	2,465,034	2,112,048
Solid Waste	3,774,400	940,722	2,208,849	963,068
Airport	38,829	359,880	255,976	67,986
Central Services	3,887,454	12,322	986,618	484,911
Local Option Sales Tax	19,775,495	10,314,431	8,790,357	8,145,066
Mobility Fee	13,838,759	8,411,788	9,753,949	9,847,160
Local Option Gas Tax	18,041,563	1,159,944	2,945,313	523,176
Building	3,946,920	1,752,145	2,494,241	1,997,297
Downtown Community Redevelopment	7,420,399	1,627,604	4,849,662	3,066,011
Vine Street Community Redevelopment	6,415,131	2,913,828	5,079,166	3,035,106
Recreation Impact	3,866,311	1,140,581	1,940,605	1,695,605
Fire Impact Fee	20,566	-	341,566	592,566
Police Impact Fee	20,325	-	317,825	570,325
Police 2nd Dollar Assessment	57,509	21,946	21,946	7,241
State Law Enforcement Trust	207,937	369,199	181,752	158,452
Federal Law Enforcement Trust	62,741	53,770	62,741	63,241
School Crossing Guard Trust	34,256	-	-	-
Treasury Forfeiture	315,604	313,239	316,104	316,604
Charter School	-	-	-	-
Utility Tax	692,593	545,017	662,593	632,593
Series 2016/2022/2024 Bonds	2,706,559	17,429	2,704,360	2,704,359
Liab/Workers Comp Self Insurance	1,510,733	10,434	662,666	44,172
Health Self Insurance	208,833	28,534	57,556	33,620
TOTAL RESERVE BALANCES	\$ 154,450,220	\$ 67,014,501	\$ 96,851,828	\$ 74,286,824

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

GENERAL FUND

The General Fund accounts for all financial resources except those required to be accounted for in another fund. The General Fund is traditionally viewed as the major operating fund of the City and contains the traditional governmental activities such as management and administration, finance, community development, police, fire protection, public works, parks and recreation and personnel.

The following is a summary of General Fund sources of funds by broad categories and uses of funds by department.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
<u>SOURCES</u>				
Taxes	\$ 25,498,713	\$ 27,831,321	\$ 28,424,453	\$ 31,366,556
Licenses	261,051	206,000	206,000	231,000
Intergovernmental revenue	13,944,476	14,525,793	12,896,069	19,885,793
Charges for services	9,929,047	9,227,222	11,035,331	11,092,187
Fines & forfeits	2,859,944	2,095,000	2,776,958	2,595,000
Miscellaneous revenue	3,495,658	2,404,030	3,087,030	2,989,930
Transfers	43,099,199	41,666,383	41,727,254	42,862,579
From fund balance	52,753,551	50,388,950	58,402,294	49,752,949
TOTAL SOURCES	\$ 151,841,639	\$ 148,344,699	\$ 158,555,389	\$ 160,775,994
<u>USES</u>				
City Commission	\$ 597,030	\$ 802,814	\$ 759,529	\$ 1,264,761
City Manager	7,246,910	8,314,987	8,239,051	6,630,196
City Attorney	901,323	1,908,302	1,908,302	1,233,111
Finance	16,015,681	15,738,072	15,741,022	17,824,570
Development Services	2,596,322	3,357,118	3,462,348	2,378,171
Police	29,979,685	35,507,446	34,803,908	41,367,226
Fire	21,144,513	24,712,526	23,580,510	31,176,018
Public Works	4,997,125	8,862,932	8,417,055	8,038,007
Parks & Recreation	8,806,505	11,701,752	10,203,127	12,037,372
Human Resources & Risk Management	1,154,253	1,719,935	1,687,588	1,600,345
Contingency & Reserves	58,402,294	35,718,816	49,752,949	37,226,217
TOTAL USES	\$ 151,841,639	\$ 148,344,699	\$ 158,555,389	\$ 160,775,994

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**GENERAL FUND REVENUE SUMMARY
FY 2025/26**

DESCRIPTION	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Current Ad Valorem (4.6253 Mills)	\$ 24,724,641	27,615,021	27,651,489	31,150,256
Delinquent Ad Valorem	554,024	-	556,664	-
Gas Franchise	220,049	216,300	216,300	216,300
Occupational Licenses	253,516	200,000	200,000	225,000
Subdivision Regulation Fees	7,535	6,000	6,000	6,000
State Revenue Sharing	4,295,748	4,840,000	4,222,213	4,500,000
Mobile Home Licenses	34,410	30,000	30,000	30,000
Alcoholic Beverage Licenses	104,500	80,000	103,000	80,000
Half-Cent Sales Tax	6,645,633	7,600,000	6,565,063	7,200,000
Fire Supplemental Compensation	28,807	35,000	35,000	35,000
Municipal Fuel Rebate	117,616	95,000	95,000	95,000
Ambulance Program	1,675,389	900,000	900,000	900,000
School Board Grant	906,435	945,793	945,793	945,793
County Occupational Licenses	135,938	-	-	-
Fire Assesment Fees	-	-	-	6,100,000
Miscellaneous Charges	97,656	77,350	77,350	77,350
Development Review Fees	366,636	300,000	300,000	300,000
Impact Fee Allowance	19,886	20,000	25,000	35,000
Recording/Lien Search	88,876	55,150	55,350	85,400
Charges to Other Funds	321,995	321,995	321,995	321,995
Police Services - Officers	1,208,163	1,200,000	1,200,000	1,200,000
Police Services - Administrative	22,883	35,000	35,000	35,000
Fire Services - Osceola County	697,796	1,411,751	2,000,000	2,000,000
Cemetery Services	91,850	75,000	75,000	80,000
Lot Mowing	28,302	4,000	4,000	4,000
Transportation Miscellaneous	301,107	359,831	470,887	359,831
Athletic Program Fees	104,983	90,320	90,320	98,320
Recreation Program Fees	162,083	141,100	141,100	141,700
Aquatic Center Fees	175,812	191,759	191,759	187,425
Facility Rentals	279,986	305,350	305,350	298,410
Adult Programs	60,778	52,016	52,016	53,096
Youth Programs	402,585	336,600	336,600	414,660
Ambulance Charges	5,497,672	4,250,000	5,353,604	5,400,000

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

GENERAL FUND REVENUE SUMMARY, CONTINUED

<u>DESCRIPTION</u>	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Court Fines	46,791	35,000	35,000	35,000
Parking Tickets	123,145	50,000	50,000	50,000
Code Enforcement Fines	335,050	150,000	150,000	150,000
Alarm Violations	49,300	60,000	60,000	60,000
Redlight Camera Violations	2,305,657	1,800,000	2,481,958	2,300,000
Interest on Investments	2,341,746	1,500,000	2,172,000	2,000,000
Miscellaneous Interest	69,868	33,000	33,000	33,000
Rents	80,042	170,850	170,850	176,250
Cemetery Lots/Cremation Niches	405,306	285,000	285,000	383,000
Sale of Surplus Property	113,740	50,000	50,000	50,000
Other Miscellaneous Revenue	484,956	365,180	376,180	347,680
Utility Tax Transfers	7,919,047	8,183,083	8,183,083	8,346,744
Charter School Fund	1,913,767	-	-	-
Stormwater Utility Fund	360,285	348,500	348,500	382,991
Solid Waste Fund	396,055	380,000	380,000	402,000
KUA Charter Payment	19,883,717	20,512,800	20,428,355	20,512,800
KUA Parks and Recreation	1,923,686	1,950,000	1,950,000	2,018,000
Toho Water Authority Payment	10,026,951	10,080,000	10,225,316	10,535,000
Other Miscellaneous Funds	675,692	212,000	212,000	665,044
Subtotal of Revenues	99,088,088	97,955,749	100,153,095	111,023,045
From Fund Balance	52,753,551	50,388,950	58,402,294	49,752,949
TOTAL SOURCES	\$ 151,841,639	\$ 148,344,699	\$ 158,555,389	\$ 160,775,994

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**GENERAL FUND EXPENDITURE SUMMARY BY DIVISION
FY 2025/26**

DESCRIPTION	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
City Commission	\$ 481,107	\$ 571,256	\$ 571,256	\$ 726,488
Social Services	115,923	231,558	188,273	538,273
City Manager	952,731	1,180,047	1,397,464	1,094,117
City Clerk	397,890	486,153	486,153	588,938
Strategic Communications	831,768	901,369	943,704	924,979
Division of Emergency Preparedness	1,332,591	769,653	1,333,965	459,740
Economic Development	788,236	1,631,505	1,631,505	1,067,762
General Government	2,943,694	3,346,260	2,446,260	2,494,660
City Attorney	829,518	1,826,654	1,826,654	1,145,819
Municipal Court Clerk	71,805	81,648	81,648	87,292
Finance	1,604,530	2,220,062	2,223,012	1,965,249
Procurement	223,853	328,985	328,985	363,358
Transfers	14,187,299	13,189,025	13,189,025	15,495,963
Planning	2,596,322	3,357,118	3,462,348	2,378,171
Office of the Police Chief	825,984	1,330,425	1,318,425	1,278,792
Support Services	6,079,626	7,551,141	7,387,091	8,085,485
Patrol	11,087,701	13,349,099	12,870,674	16,810,472
Criminal Investigations	4,896,751	5,502,924	5,502,924	6,770,101
Communications	3,311,485	3,746,990	3,612,428	4,002,822
Special Operations	3,778,139	4,026,867	4,112,367	4,419,554
Fire Administration	3,712,034	4,392,383	4,090,912	4,957,573
Fire Operations	17,432,479	20,320,143	19,489,598	26,218,445
Public Works Administration	745,655	844,318	791,418	736,435
Engineering	697,988	1,154,586	1,079,638	1,326,887
Street Maintenance	2,555,576	4,022,065	3,725,043	3,504,937
Traffic Engineering	997,906	2,841,963	2,820,957	2,469,748
Parks & Recreation Administration	833,963	897,411	897,411	1,038,724
Parks	3,624,791	5,240,966	4,232,535	5,088,065
Aquatic Center	744,851	866,203	855,203	936,453
Recreation	2,173,829	2,867,317	2,460,495	3,092,049
Cemetery	198,897	291,635	351,328	286,504
Events & Venues	1,230,174	1,538,220	1,406,155	1,595,577
Human Resources & Risk Management	1,111,856	1,611,038	1,578,691	1,509,875
General Employee Organization	42,397	108,897	108,897	90,470
Totals	93,439,345	112,625,883	108,802,440	123,549,777
Operating Contingency		25,000	25,000	25,000
Unrestricted Reserves	58,402,294	35,693,816	49,727,949	37,201,217
TOTAL USES	\$ 151,841,639	\$ 148,344,699	\$ 158,555,389	\$ 160,775,994

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**GENERAL FUND DIVISIONS BY OBJECT CODE
FY 2025/26**

DESCRIPTION	Personnel Services FY 2026	Operating FY 2026	Capital FY 2026	Other FY 2026	Budget FY 2026
City Commission	\$ 261,890	\$ 464,598	\$ -	\$ -	\$ 726,488
Social Services	88,273	450,000	-	-	538,273
City Manager	1,017,781	76,336	-	-	1,094,117
City Clerk	507,454	74,284	7,200	-	588,938
Strategic Communications	744,300	156,679	24,000	-	924,979
Division of Emergency Preparedness	130,792	180,948	148,000	-	459,740
Economic Development	629,197	438,565	-	-	1,067,762
General Government	-	2,000,000	-	494,660	2,494,660
City Attorney	865,959	279,860	-	-	1,145,819
Municipal Court Clerk	75,692	11,600	-	-	87,292
Finance	1,654,222	311,027	-	-	1,965,249
Procurement	347,943	15,415	-	-	363,358
Transfers	-	11,296,733	-	4,199,230	15,495,963
Planning	2,070,786	277,385	30,000	-	2,378,171
Office of the Police Chief	1,072,216	186,576	20,000	-	1,278,792
Police Support Services	3,718,122	3,031,063	1,336,300	-	8,085,485
Police Patrol	16,287,828	218,144	304,500	-	16,810,472
Criminal Investigations	6,488,143	281,958	-	-	6,770,101
Police Communications	3,958,728	44,094	-	-	4,002,822
Special Operations	3,486,080	933,474	-	-	4,419,554
Fire Administration	2,609,652	2,122,921	225,000	-	4,957,573
Fire Operations	22,802,965	2,911,580	503,900	-	26,218,445
Public Works Administration	521,275	215,160	-	-	736,435
Engineering	1,077,628	203,625	45,634	-	1,326,887
Street Maintenance	1,600,436	1,882,501	22,000	-	3,504,937
Traffic Engineering	621,304	1,755,344	93,100	-	2,469,748
Parks & Recreation Administration	661,812	351,912	25,000	-	1,038,724
Parks	3,297,297	1,010,868	779,900	-	5,088,065
Aquatic Center	681,473	184,480	70,500	-	936,453
Recreation	2,570,028	491,721	30,300	-	3,092,049
Cemetery	100,416	106,088	80,000	-	286,504
Events & Venues	1,078,085	496,992	20,500	-	1,595,577
Human Resources & Risk Management	1,395,656	114,219	-	-	1,509,875
General Employee Organization	-	90,470	-	-	90,470
Totals	\$ 82,423,433	\$ 32,666,620	\$ 3,765,834	\$ 4,693,890	\$ 123,549,777
Operating Contingency					25,000
Unrestricted Reserves					37,201,217
TOTAL USES					\$ 160,775,994

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

STORMWATER UTILITY FUND

Although administered as a division of the Public Works Department, the Stormwater Utility is an enterprise fund operation that accounts separately for Stormwater revenues and expenditures. Stormwater services are provided to both residential and commercial units. The Stormwater utility fee is derived from an \$10.46 per month fee for each equivalent residential unit (ERU). An ERU is defined as 2,404 square feet of impervious surface.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Stormwater Utility Fee	\$ 7,221,807	\$ 6,970,000	\$ 7,473,000	\$ 7,659,825
State Grant	-	-	-	-
Interest Earnings	420,881	10,000	100,000	20,000
Miscellaneous	-	-	-	-
Subtotal	<u>7,642,688</u>	<u>6,980,000</u>	<u>7,573,000</u>	<u>7,679,825</u>
Fund Balance Carryover	<u>7,415,040</u>	<u>8,594,349</u>	<u>9,205,009</u>	<u>2,465,034</u>
TOTAL SOURCES	\$ <u>15,057,728</u>	\$ <u>15,574,349</u>	\$ <u>16,778,009</u>	\$ <u>10,144,859</u>
Personal Services	\$ 2,774,356	\$ 3,119,020	\$ 3,119,020	\$ 3,344,564
Other Expenditures	1,960,585	2,544,976	2,592,016	2,116,056
Capital Outlay	632,352	8,258,981	8,227,939	2,189,200
Transfer to Other Funds	<u>485,426</u>	<u>348,500</u>	<u>374,000</u>	<u>382,991</u>
Subtotal	<u>5,852,719</u>	<u>14,271,477</u>	<u>14,312,975</u>	<u>8,032,811</u>
Unrestricted Reserves	<u>9,205,009</u>	<u>1,302,872</u>	<u>2,465,034</u>	<u>2,112,048</u>
TOTAL USES	\$ <u>15,057,728</u>	\$ <u>15,574,349</u>	\$ <u>16,778,009</u>	\$ <u>10,144,859</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SOLID WASTE FUND

Although administered as a division of the Public Works Department, Solid Waste is an enterprise fund operation which accounts separately for garbage and trash collection revenues and expenditures. In 2017, the City implemented an underground refuse collection operation that will be used by commercial businesses primarily in the downtown area. The City's refuse service is basically residential and small commercial with large commercial containers handled via franchise. The franchise fee is considered a revenue stream in this fund. Garbage fees will be approximately \$24.92 per month for residential service during FY 2026. Annual rates are adjusted for increases in fuel costs and the Consumer Price Index.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Franchise Fees	\$ 1,478,052	\$ 1,313,000	\$ 1,425,000	\$ 1,439,000
Garbage/Trash Fees	5,437,918	5,544,000	5,600,000	5,796,000
Special Pickup	502,324	449,745	450,000	455,000
Weld Shop Fees	428,249	220,000	400,000	275,000
Other Charges/Fees	68,660	68,296	68,296	68,296
Interest Earnings	167,401	10,000	50,000	20,000
Miscellaneous	1,227	2,650	2,650	2,650
Subtotal	8,083,831	7,607,691	7,995,946	8,055,946
Fund Balance Carryover	2,068,197	2,894,888	3,774,400	2,208,849
TOTAL SOURCES	\$ 10,152,028	\$ 10,502,579	\$ 11,770,346	\$ 10,264,795
Personal Services	\$ 2,419,783	\$ 2,655,823	\$ 2,655,823	\$ 2,858,186
Other Expenditures	3,188,353	3,558,197	3,557,837	3,883,122
Capital Outlay	300,230	2,141,097	2,141,097	1,952,634
Transfer to Other Funds	469,262	1,206,740	1,206,740	607,785
Subtotal	6,377,628	9,561,857	9,561,497	9,301,727
Unrestricted Reserves	3,774,400	940,722	2,208,849	963,068
TOTAL USES	\$ 10,152,028	\$ 10,502,579	\$ 11,770,346	\$ 10,264,795

FUND SUMMARY 2026 ANNUAL BUDGET

AIRPORT FUND

The Airport is an enterprise fund operation. The following is a summary of budgeted sources and uses of Airport funds.

			ADJUSTED		
		ACTUAL	BUDGET	ESTIMATE	BUDGET
ACCOUNT		FY 2024	FY 2025	FY 2025	FY 2026
Aviation:					
Fuel Fees	\$	258,851	\$ 238,000	\$ 238,000	\$ 266,000
Leased Sites		542,566	710,000	710,000	713,869
Car Rental Fees		43,969	53,500	53,500	48,000
Miscellaneous		300	5,000	5,000	50,000
Non-Aviation:					
Leased Sites		247,742	336,948	336,948	349,569
City Rentals		169,791	265,866	265,866	265,866
Miscellaneous		72,363	8,350	8,350	8,350
Other Transfers/Sources		26,445	1,660,646	1,910,646	415,000
Interest Earnings		25,243	8,000	8,000	8,000
Donations		0	34,000	34,000	
Subtotal		1,387,270	3,320,310	3,570,310	2,124,654
Fund Balance Carryover		469,715	441,733	38,829	255,976
TOTAL SOURCES	\$	1,856,985	\$ 3,762,043	\$ 3,609,139	\$ 2,380,630
Personal Services	\$	866,214	\$ 1,025,436	\$ 1,025,436	\$ 1,084,406
Other Expenditures		395,771	565,852	516,852	660,738
Capital Outlay		185,262	1,579,194	1,579,194	567,500
Debt Service		-	-	-	-
Transfer to Other Funds		370,909	231,681	231,681	-
Subtotal		1,818,156	3,402,163	3,353,163	2,310,819
Unrestricted Reserves		38,829	359,880	255,976	67,986
TOTAL USES	\$	1,856,985	\$ 3,762,043	\$ 3,609,139	\$ 2,380,630

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

CENTRAL SERVICES FUND

The Central Services Fund accounts for the costs of operating the centralized services (Information Technology, Fleet Maintenance, and Facilities Maintenance) of the City. Costs are billed to City departments based upon costs to provide the service.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Information Technology	\$ 3,498,456	\$ 3,714,152	\$ 3,714,152	\$ 4,205,733
Facilities Maintenance	7,128,144	6,051,799	6,051,799	7,091,000
Fleet Maintenance	2,834,465	2,600,000	2,600,000	2,700,000
Car Wash Facility	38,962	40,000	40,000	40,000
LYNX Revenue	83,755	138,723	138,723	138,723
Interest Earnings	73,412	50,000	50,000	50,000
Miscellaneous	550,074	20,000	20,000	20,000
Other Miscellaneous	-	-	-	-
Fund Balance Carryover	<u>1,560,187</u>	<u>2,915,285</u>	<u>3,887,454</u>	<u>986,618</u>
TOTAL SOURCES	\$ <u>15,767,455</u>	\$ <u>15,529,959</u>	\$ <u>16,502,128</u>	\$ <u>15,232,074</u>
Information Technology	\$ 3,375,795	\$ 3,821,755	3,787,755	\$ 4,205,733
Fleet Maintenance	3,038,609	3,111,447	2,921,947	3,450,430
Facilities Maintenance	5,465,597	8,584,435	8,805,808	7,091,000
Unrestricted Reserves	<u>3,887,454</u>	<u>12,322</u>	<u>986,618</u>	<u>484,911</u>
TOTAL USES	\$ <u>15,767,455</u>	\$ <u>15,529,959</u>	\$ <u>16,502,128</u>	\$ <u>15,232,074</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

LOCAL OPTION SALES TAX FUND

On June 5, 1990, a referendum was approved for an additional one-cent sales tax within Osceola County. Only major capital items can be funded from this source of revenue. Over the years, bonds have been issued to fund various projects such as Community Redevelopment improvements, a new Service Center, City Hall and Fire Stations as well as park land purchases and improvements.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Local Option Sales				
Tax	\$ 11,481,076	12,382,000	11,857,789	12,332,000
State Grant	-	-	-	-
Miscellaneous	-	-	-	-
Interest Earnings	1,031,939	100,000	200,000	100,000
Transfer from Other Funds	455,021	-	-	-
Fund Balance Carryover	<u>18,706,205</u>	<u>20,875,361</u>	<u>19,775,495</u>	<u>8,790,357</u>
TOTAL SOURCES	\$ <u>31,674,241</u>	\$ <u>33,357,361</u>	\$ <u>31,833,284</u>	\$ <u>21,222,357</u>
Sales Tax Projects				
by Department:				
City Manager	\$ -	\$ -	\$ -	\$ -
Police	-	15,000	15,000	-
Fire	4,384,046	8,746,452	8,746,452	2,785,300
Public Works	1,115,836	3,341,601	3,341,600	805,000
Parks and Recreation	1,517,746	4,328,732	4,328,731	1,872,200
Information Technology	789,924	2,157,876	2,157,875	1,649,000
Transfers:				
Sales Tax Bonds	3,545,276	3,907,350	3,907,350	5,419,872
Capital Lease	545,918	545,919	545,919	545,919
Miscellaneous Funds	-	-	-	-
Unrestricted Reserves	<u>19,775,495</u>	<u>10,314,431</u>	<u>8,790,357</u>	<u>8,145,066</u>
TOTAL USES	\$ <u>31,674,241</u>	\$ <u>33,357,361</u>	\$ <u>31,833,284</u>	\$ <u>21,222,357</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

MOBILITY FEE FUND

During fiscal year 2013, this fund was established to account for the proceeds of the newly implemented mobility fees. These fees were implemented in lieu of transportation impact fees; therefore, future projects that were previously planned for in the Transportation Impact Fund have been moved to the Mobility Fee Fund. These monies will be used to fund new road construction.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Mobility Fees	\$ 1,286,004	\$ 995,500	\$ 995,500	\$ 995,500
Other Transportation Charges	-	-	-	-
Interest Earnings	586,656	35,000	35,000	35,000
Fund Balance Carryover	<u>12,403,648</u>	<u>8,318,838</u>	<u>13,838,759</u>	<u>9,753,949</u>
TOTAL SOURCES	\$ <u>14,276,308</u>	\$ <u>9,349,338</u>	\$ <u>14,869,259</u>	\$ <u>10,784,449</u>
 Road Improvements	 \$ 0	 \$ 500,000	 \$ 4,677,760	 \$ 500,000
Transfer to Other Funds	437,549	437,550	437,550	437,289
Restricted Reserves	<u>13,838,759</u>	<u>8,411,788</u>	<u>9,753,949</u>	<u>9,847,160</u>
TOTAL USES	\$ <u>14,276,308</u>	\$ <u>9,349,338</u>	\$ <u>14,869,259</u>	\$ <u>10,784,449</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

LOCAL OPTION GAS TAX FUND

This fund was established to account for the proceeds of the Local Option Gas Tax which was authorized by the Osceola County Board of Commissioners and is distributed by Interlocal Agreement as follows:

City of Kissimmee	25.0%
City of St. Cloud	12.5%
Osceola County	62.5%

The City's intention is to utilize these funds to make improvements to City roadways and intersections. Summaries showing personnel and capital outlay for the divisions administered by the Public Works Department begin on the following page.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Local Option Gas Tax	\$ 3,094,776	\$ 3,531,000	3,250,000	\$ 3,531,000
Interest Earnings	460,585	15,000	200,000	50,000
Miscellaneous Revenue	1,720	3,500	3,500	3,500
Transfer from				
Special Assessments	105	5,000	5,000	5,000
Transfer from Other Funds	11,275,000	1,946,000	1,946,000	-
Fund Balance Carryover	5,756,414	16,268,382	18,041,563	2,945,313
TOTAL SOURCES	\$ 20,588,600	\$ 21,768,882	\$ 23,446,063	\$ 6,534,813
Sidewalks	\$ 669,938	\$ 932,605	\$ 878,243	\$ 913,616
Engineering	310,228	849,986	796,160	659,377
Traffic Engineering	63,724	1,552,335	1,552,335	38,500
Street Maintenance	-	-	-	-
Facilities Maintenance	-	-	-	-
Road Improvements	559,683	16,329,343	16,329,343	3,450,000
Transfers:				
Gas Tax Notes	943,464	944,669	944,669	950,144
Other Funds	-	-	-	-
Unrestricted Reserves	18,041,563	1,159,944	2,945,313	523,176
TOTAL USES	\$ 20,588,600	\$ 21,768,882	\$ 23,446,063	\$ 6,534,813

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

PAVING ASSESSMENT FUND

This fund accounts for the collection of paving and sidewalk assessments. Collections are transferred to the Local Option Gas Tax Fund where the total cost of road and sidewalk improvements are budgeted and accounted for.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Assessments	\$ 12,582	\$ 10,000	\$ 10,000	\$ 10,000
Interest Earnings	<u>121</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SOURCES	\$ <u>12,703</u>	\$ <u>10,000</u>	\$ <u>10,000</u>	\$ <u>10,000</u>
Other Operating Costs	\$ 23,578	\$ 5,000	\$ 5,000	\$ 5,000
Transfers to Other Funds	<u>105</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL USES	\$ <u>23,683</u>	\$ <u>10,000</u>	\$ <u>10,000</u>	\$ <u>10,000</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

BUILDING FUND

Although administered as a division of Development Services, the Building Fund is a special revenue fund that accounts separately for various permits and plan checking fees as well as the expenses associated with building/fire inspections and permitting.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Building Permits	\$ 2,984,583	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
Electrical Permits	28,841	60,000	60,000	60,000
Plumbing Permits	58,836	60,000	60,000	60,000
Mechanical Permits	164,118	100,000	100,000	100,000
Impact Fee Allowance	319,134	110,000	110,000	110,000
Plan Checking Fees	-	-	-	-
Interest Earnings	244,421	25,000	25,000	25,000
Miscellaneous	956,702	40,000	140,000	94,200
Transfer from General Fund	2,500	30,000	30,000	30,000
Fund Balance Carryover	<u>8,041,532</u>	<u>3,755,630</u>	<u>3,946,920</u>	<u>2,494,241</u>
TOTAL SOURCES	\$ <u>12,800,667</u>	\$ <u>7,180,630</u>	\$ <u>7,471,920</u>	\$ <u>5,973,441</u>
Personal Services	\$ 2,611,257	\$ 3,041,363	\$ 3,041,363	\$ 3,401,905
Operating Costs	390,678	1,005,263	554,458	523,239
Capital Outlay	5,851,812	1,381,859	1,381,858	51,000
Transfer to Other Funds	-	-	-	-
Unrestricted Reserves	<u>3,946,920</u>	<u>1,752,145</u>	<u>2,494,241</u>	<u>1,997,297</u>
TOTAL USES	\$ <u>12,800,667</u>	\$ <u>7,180,630</u>	\$ <u>7,471,920</u>	\$ <u>5,973,441</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Downtown Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries. Transfer to other funds includes programs or projects in accordance with pending 2025 Plan Update.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Intergovernmental				
Revenue	\$ 1,741,707	\$ 2,324,878	\$ 2,332,931	\$ 2,744,483
Interest Earnings	412,436	10,000	100,000	10,000
Miscellaneous Revenue	67,966	70,517	70,517	73,338
Transfer from General				
Fund	1,202,376	1,604,964	1,604,964	1,894,635
Fund Balance Carryover	<u>6,341,297</u>	<u>7,050,529</u>	<u>7,420,399</u>	<u>4,849,662</u>
TOTAL SOURCES	\$ <u>9,765,782</u>	\$ <u>11,060,888</u>	\$ <u>11,528,811</u>	\$ <u>9,572,118</u>
Professional Services	\$ 35,941	\$ 561,856	\$ 559,856	\$ 374,299
Other Operating Costs	149,728	135,872	135,872	90,630
General Fund Admin Cost	110,040	112,181	112,181	115,547
Capital Outlay	81,720	6,283,698	3,788,213	1,780,000
Aid to Private Organizations	304,569	1,057,543	800,893	1,350,000
Transfer to Other Funds	1,663,385	1,282,134	1,282,134	2,795,631
Unrestricted Reserves	<u>7,420,399</u>	<u>1,627,604</u>	<u>4,849,662</u>	<u>3,066,011</u>
TOTAL USES	\$ <u>9,765,782</u>	\$ <u>11,060,888</u>	\$ <u>11,528,811</u>	\$ <u>9,572,118</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

VINE STREET COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Vine Street Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Intergovernmental				
Revenue	\$ 1,263,631	\$ 1,572,017	\$ 1,572,017	\$ 2,091,270
Interest Earnings	320,641	5,000	5,000	5,000
Miscellaneous				
Transfer from General				
Fund	1,183,889	1,472,814	1,472,814	1,959,299
Fund Balance Carryover	<u>4,182,803</u>	<u>5,529,299</u>	<u>6,415,141</u>	<u>5,079,176</u>
TOTAL SOURCES	\$ <u>6,950,964</u>	\$ <u>8,579,130</u>	\$ <u>9,464,972</u>	\$ <u>9,134,745</u>
General Fund Admin Cost	\$ 110,040	\$ 177,887	\$ 177,887	\$ 181,253
Operating Costs	60,288	869,583	762,583	430,009
Capital Outlay	325,495	3,149,505	1,974,999	2,800,000
Aid to Private Organizations	40,000	1,468,327	1,470,327	1,840,000
Transfers To Other Funds	-	-	-	848,377
Unrestricted Reserves	<u>6,415,141</u>	<u>2,913,828</u>	<u>5,079,176</u>	<u>3,035,106</u>
TOTAL USES	\$ <u>6,950,964</u>	\$ <u>8,579,130</u>	\$ <u>9,464,972</u>	\$ <u>9,134,745</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

2025 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUND

In 2026, the City will be awarded a \$896,880 Community Development Block Grant from the Department of Community Affairs. The proceeds from this grant are to be used for economic development projects.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
State Grant	\$ -	\$ -	\$ -	\$ 896,880
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 896,880
Personal Services	\$ -	\$ -	\$ -	\$ 215,197
Professional Services	-	-	-	27,291
Operating Costs	-	-	-	654,392
Capital Outlay	-	-	-	-
TOTAL USES	\$ -	\$ -	\$ -	\$ 896,880

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

2025 STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) GRANT FUND

In 2026, the City will be awarded \$592,832 by the Florida Housing Finance Corporation. These funds will be used to provide down payment assistance, foreclosure prevention, housing rehabilitation and rental security deposit assistance.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
State Grant	\$ -	\$ -	\$ -	\$ 592,832
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 592,832
Personal Services	\$ -	\$ -	\$ -	\$ 58,518
Professional Services	-	-	-	531,314
Operating Costs	-	-	-	3,000
TOTAL USES	\$ -	\$ -	\$ -	\$ 592,832

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

2025 HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT FUND

In 2026, the City will be awarded HOME funds in the amount of \$297,813 from the Department of Housing and Urban Development (HUD) passed through Osceola County. These funds will be used to provide non-amortized, low interest loans to developers for the acquisition and/or new construction or rehabilitation of affordable rental housing to low-income families.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Federal Grant	\$ -	\$ -	\$ -	\$ 297,813
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 297,813
Personal Services	\$ -	\$ -	\$ -	\$ 23,548
Professional Services	-	-	-	95,672
Operating Costs	-	-	-	178,593
TOTAL USES	\$ -	\$ -	\$ -	\$ 297,813

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

2025 HOME-AMERICAN RESCUE PLAN (HOME) GRANT FUND

In 2026, the City will be awarded HOME-ARP funds in the amount of \$27,828 from the Department of Housing and Urban Development (HUD) passed through Osceola County. This is a one-time grant in which the funds will be used to reduce homelessness, increase housing stability by providing housing in the form of non congregate shelter and services to specific qualifying populations.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Federal Grant	\$ -	\$ -	\$ -	\$ 27,828
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 27,828
Personal Services	\$ -	\$ -	\$ -	\$ 24,564
Professional Services	-	-	-	2,264
Operating Costs	-	-	-	1,000
TOTAL USES	\$ -	\$ -	\$ -	\$ 27,828

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

RECREATION IMPACT FUND

This fund was established to account for the impact fees collected for recreation improvements. Use of these funds is limited to the acquisition, development or capital improvement of neighborhood parks or recreation areas within the City.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Recreation Impact Fees	\$ 765,005	\$ 250,000	\$ 250,000	\$ 250,000
State Grant	-	-	-	-
Interest Earnings	198,993	5,000	5,000	5,000
Fund Balance Carryover	<u>3,816,287</u>	<u>2,841,933</u>	<u>3,866,311</u>	<u>1,940,605</u>
TOTAL SOURCES	\$ <u>4,780,285</u>	\$ <u>3,096,933</u>	\$ <u>4,121,311</u>	\$ <u>2,195,605</u>
Capital Outlay	\$ 567,253	\$ 1,456,352	\$ 2,180,706	\$ 500,000
Transfer to Other Funds	346,721	500,000	-	-
Restricted Reserves	<u>3,866,311</u>	<u>1,140,581</u>	<u>1,940,605</u>	<u>1,695,605</u>
TOTAL USES	\$ <u>4,780,285</u>	\$ <u>3,096,933</u>	\$ <u>4,121,311</u>	\$ <u>2,195,605</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

FIRE IMPACT FEE FUND

This fund was established to account for the impact fees collected to fund the additional capital costs necessary to support additional fire personnel due to new development growth including capital equipment and facilities.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Fire Impact				
Fees	\$ 20,401	\$ -	\$ 320,000	\$ 250,000
Interest Earnings	165	-	1,000	1,000
Fund Balance Carryover	<u>-</u>	<u>-</u>	<u>20,566</u>	<u>341,566</u>
TOTAL SOURCES	\$ <u>20,566</u>	\$ <u>-</u>	\$ <u>341,566</u>	\$ <u>592,566</u>
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Transfer to Other				
Funds	-	-	-	-
Restricted Reserves	<u>20,566</u>	<u>-</u>	<u>341,566</u>	<u>592,566</u>
TOTAL USES	\$ <u>20,566</u>	\$ <u>-</u>	\$ <u>341,566</u>	\$ <u>592,566</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

POLICE IMPACT FEE FUND

This fund was established to account for the impact fees collected to fund the additional capital costs necessary to support additional police personnel due to new development growth including capital equipment and facilities.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Police Impact Fees	\$ 20,172	\$ -	\$ 295,000	\$ 250,000
Interest Earnings	153	-	2,500	2,500
Fund Balance Carryover	-	-	20,325	317,825
TOTAL SOURCES	\$ 20,325	\$ 0	\$ 317,825	\$ 570,325
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Transfer to Other Funds	-	-	-	-
Restricted Reserves	20,325	-	317,825	570,325
TOTAL USES	\$ 20,325	\$ -	\$ 317,825	\$ 570,325

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

POLICE 2ND DOLLAR ASSESSMENT FUND

These funds flow to the City pursuant to ordinance No. 1287 enacted March 1985 and authorized by Florida Statutes 943.25 (13) which imposes a \$2.00 court cost against every person convicted of a municipal or county ordinance violation where said offense occurred within the City of Kissimmee. These funds are earmarked for police education and training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Police Education Fines	\$ 20,330	\$ 18,000	\$ 18,000	\$ 18,000
Fund Balance Carryover	<u>51,071</u>	<u>31,651</u>	<u>31,651</u>	<u>21,946</u>
TOTAL SOURCES	\$ <u>71,401</u>	\$ <u>49,651</u>	\$ <u>49,651</u>	\$ <u>39,946</u>
Operating Costs	\$ 13,892	\$ 27,705	\$ 27,705	\$ 32,705
Unrestricted Reserves	<u>57,509</u>	<u>21,946</u>	<u>21,946</u>	<u>7,241</u>
TOTAL USES	\$ <u>71,401</u>	\$ <u>49,651</u>	\$ <u>49,651</u>	\$ <u>39,946</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

JUSTICE ASSISTANCE GRANT FUND

Beginning in 1997, the City began receiving grant funds through the United States Department of Justice. The name of this grant has subsequently been changed to the Edward Byrne Memorial Justice Assistance Grant (JAG). The City uses these funds to partially pay salaries and benefits for one Sergeant and two Police Officers.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Federal Grant	\$ 80,508	\$ 78,114	\$ 29,974	\$ 27,549
Transfer from General Fund	296,935	310,322	310,322	312,747
TOTAL SOURCES	<u>\$ 377,443</u>	<u>\$ 388,436</u>	<u>\$ 340,296</u>	<u>\$ 340,296</u>
Personal Services	\$ 384,075	\$ 388,436	\$ 340,296	\$ 340,296
Operating Costs	53,351			
TOTAL USES	<u>\$ 437,426</u>	<u>\$ 388,436</u>	<u>\$ 340,296</u>	<u>\$ 340,296</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

STATE LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds from property confiscated in police enforcement activities pursuant to Florida Statute 932.701. The funds may not be used for normal operating needs but are to be used to defray the cost of protracted or complex investigations, provide additional technical equipment or expertise, provide matching funds for federal grants or other such appropriate law enforcement purposes as approved by the City Commission.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Forfeiture Proceeds	\$ 38,167	\$ -	\$ 103,000	\$ -
Interest Earnings	11,260	1,500	2,547	1,500
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	<u>230,799</u>	<u>390,499</u>	<u>207,937</u>	<u>181,752</u>
TOTAL SOURCES	\$ <u>280,226</u>	\$ <u>391,999</u>	\$ <u>313,484</u>	\$ <u>183,252</u>
Operating Costs	\$ 72,289	\$ 22,800	\$ 131,732	\$ 24,800
Unrestricted Reserves	<u>207,937</u>	<u>369,199</u>	<u>181,752</u>	<u>158,452</u>
TOTAL USES	\$ <u>280,226</u>	\$ <u>391,999</u>	\$ <u>313,484</u>	\$ <u>183,252</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

FEDERAL LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations or municipal seizures of property where the underlying offense is a violation of federal law. These funds may not be used for normal law enforcement operating needs but are to be used for law enforcement activities associated with seizures/forfeitures, specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Forfeiture Proceeds	\$ -	\$ -	\$ -	\$ -
Interest Earnings	9,471	500	-	500
Fund Balance Carryover	<u>53,270</u>	<u>53,270</u>	<u>62,741</u>	<u>62,741</u>
TOTAL SOURCES	\$ <u>62,741</u>	\$ <u>53,770</u>	\$ <u>62,741</u>	\$ <u>63,241</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves	<u>62,741</u>	<u>53,770</u>	<u>62,741</u>	<u>63,241</u>
TOTAL USES	\$ <u>62,741</u>	\$ <u>53,770</u>	\$ <u>62,741</u>	\$ <u>63,241</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SCHOOL CROSSING GUARD TRUST FUND

This fund was established to account for the proceeds from the surcharge imposed on parking fines. Pursuant to Florida Statute 318.21, this surcharge must be used solely for the purpose of funding a school crossing guard program.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Fines	\$ 23,577	\$ 3,600	\$ 3,600	\$ 3,600
Interest Earnings	258	50	-	50
Fund Balance Carryover	<u>22,199</u>	<u>-</u>	<u>34,256</u>	<u>-</u>
TOTAL SOURCES	\$ <u>46,034</u>	\$ <u>3,650</u>	\$ <u>37,856</u>	\$ <u>3,650</u>
Operating Costs	\$ 0	\$ -	\$ -	\$ -
Transfer to Other Funds	11,778	3,650	37,856	3,650
Unrestricted Reserves	<u>34,256</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL USES	\$ <u>46,034</u>	\$ <u>3,650</u>	\$ <u>37,856</u>	\$ <u>3,650</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

TREASURY FORFEITURE FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations where the underlying offense is a violation of federal law. More specifically, the proceeds received represent seized or forfeited properties that are the result of IRS investigations. These funds may not be used for normal law enforcement operating needs but are to be used only for law enforcement purposes and activities associated with enhancing future seizures or forfeitures, providing specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Forfeiture Proceeds	\$ 694	\$ -	\$ -	\$ -
Interest Earnings	2,171	500	500	500
Transfer From Sales Tax	-	-	-	-
Fund Balance Carryover	<u>312,739</u>	<u>312,739</u>	<u>315,604</u>	<u>316,104</u>
TOTAL SOURCES	\$ <u>315,604</u>	\$ <u>313,239</u>	\$ <u>316,104</u>	\$ <u>316,604</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Unrestricted Reserves	<u>315,604</u>	<u>313,239</u>	<u>316,104</u>	<u>316,604</u>
TOTAL USES	\$ <u>315,604</u>	\$ <u>313,239</u>	\$ <u>316,104</u>	\$ <u>316,604</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

CHARTER SCHOOL FUND

This fund was established to account for the full time equivalent (FTE) funds that are received from the Osceola County School District on a biweekly basis to operate the Kissimmee Charter Academy. These funds, less an amount sufficient to pay debt service on the bonds issued to construct the school, are immediately remitted to Imagine Schools, the management company that operates the charter school on a daily basis. The amount retained for debt service is transferred to a debt service fund; payments on the debt are made semi-annually.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Intergovernmental				
Revenue	\$ 2,852,931	\$ -	\$ -	\$ -
Rents	165,318	-	-	-
Sale of Fixed Asset	10,400,000			
Interest Earnings	147,035	-	-	-
Fund Balance Carryover	3,026,976	-	-	-
TOTAL SOURCES	\$ 16,592,260	\$ -	\$ -	\$ -
Professional Services	\$ 4,235,061	\$ -	\$ -	\$ -
Other Operating Costs	-	-	-	-
Capital Outlay	-	-	-	-
Transfers to Other Funds	12,357,199	-	-	-
Unrestricted Reserves	-	-	-	-
TOTAL USES	\$ 16,592,260	\$ -	\$ -	\$ -

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

UTILITY TAX FUND

City Code Section 26-16 imposes the 8% utility tax on sales of electricity, water, metered or bottled gas, and telecommunication services within the City limits. In October 1995, the rate on telephone services was changed to 7% of intrastate tolls and recurring charges on cellular/mobile telephone or other telecommunication services. Monies are typically transferred to and used for General Fund purposes.

Utility Tax Revenue:

Electric	\$	4,772,970	\$	4,948,083	\$	4,948,083	\$	4,948,083
Telephone		2,297,276		2,275,000		2,275,000		2,275,000
Water		652,439		625,000		625,000		625,000
Natural Gas		130,372		150,000		150,000		150,000
Propane Gas		153,566		185,000		185,000		185,000
Fund Balance Carryover		<u>605,017</u>		<u>575,017</u>		<u>692,593</u>		<u>662,593</u>

TOTAL SOURCES	\$	<u>8,611,640</u>	\$	<u>8,758,100</u>	\$	<u>8,875,676</u>	\$	<u>8,845,676</u>
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Bad Debt Expense	\$	0	\$	30,000	\$	30,000	\$	30,000
Transfer to General Fund		7,919,047		8,183,083		8,183,083		8,183,083
Unrestricted Reserves		<u>692,593</u>		<u>545,017</u>		<u>662,593</u>		<u>632,593</u>

TOTAL USES	\$	<u>8,611,640</u>	\$	<u>8,758,100</u>	\$	<u>8,875,676</u>	\$	<u>8,845,676</u>
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**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

LOCAL OPTION SALES TAX BONDS FUND

In December 2005, a \$10,000,000 bank note was issued to fund the relocation of Fire Station 11 as well as various drainage and road improvement projects. An additional \$9,500,000 bank note was issued in February 2009 to fund improvements at the lakefront. In FY 2010, the \$10,000,000 bank note was refinanced to take advantage of interest savings. In FY 2011, the \$9,500,000 bank note was converted to a fixed rate note. In FY 2011, an additional note for \$8,000,000 was issued to provide further funding for the lakefront development project. Finally, in FY 2014, an additional note for \$9,600,000 was issued to provide funding for certain roadway improvements and improvements to the lakefront park. For all issues, transfers are made from the Local Option Sales Tax Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Transfer from Local Option Sales Tax Fund	\$ <u>2,165,023</u>	\$ <u>2,161,857</u>	\$ <u>2,161,857</u>	\$ <u>2,161,857</u>
TOTAL SOURCES	\$ <u><u>2,165,023</u></u>	\$ <u><u>2,161,857</u></u>	\$ <u><u>2,161,857</u></u>	\$ <u><u>2,161,857</u></u>
Debt Service - Due 10/1	\$ 1,895,000	\$ 1,895,000	\$ 1,895,000	\$ 1,950,000
Debt Service - Current	<u>270,023</u>	<u>270,023</u>	<u>270,023</u>	<u>211,857</u>
TOTAL USES	\$ <u><u>2,165,023</u></u>	\$ <u><u>2,165,023</u></u>	\$ <u><u>2,165,023</u></u>	\$ <u><u>2,161,857</u></u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

LOCAL OPTION GAS TAX NOTES FUND

In December 2006, the City issued Revenue Notes of \$9,000,000 to fund the construction of various road improvements throughout the City. In November 2010, the City issued additional Revenue Notes of \$4,000,000 to fund further road improvements. In February 2016, the 2006 note was refunded with the Series 2016 Bonds. For all issues, transfers are made from the Local Option Gas Tax Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Transfer from Local Option Gas Tax Fund	\$ <u>290,841</u>	\$ <u>294,385</u>	\$ <u>294,385</u>	\$ <u>297,660</u>
TOTAL SOURCES	\$ <u><u>290,841</u></u>	\$ <u><u>294,385</u></u>	\$ <u><u>294,385</u></u>	\$ <u><u>297,660</u></u>
 Debt Service - Due 10/1	 \$ 265,420	 \$ 272,192	 \$ 272,192	 \$ 278,830
Debt Service - Current	<u>25,421</u>	<u>22,193</u>	<u>22,193</u>	<u>18,830</u>
TOTAL USES	\$ <u><u>290,841</u></u>	\$ <u><u>294,385</u></u>	\$ <u><u>294,385</u></u>	\$ <u><u>297,660</u></u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

COMMUNITY REDEVELOPMENT NOTES FUND

In March 2004, the City issued a Redevelopment Trust Fund Revenue Note of \$6,000,000 to fund the construction of various improvements throughout the Community Redevelopment Agency's area of responsibility. In 2015, the 2004 Note was refunded by the Series 2015B Note. Transfers are made from the Community Redevelopment Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Transfer from Community Redevelopment Fund	\$ <u>313,928</u>	\$ <u>313,928</u>	\$ <u>331,903</u>	\$ <u>344,175</u>
TOTAL SOURCES	\$ <u><u>313,928</u></u>	\$ <u><u>313,928</u></u>	\$ <u><u>331,903</u></u>	\$ <u><u>344,175</u></u>
Debt Service - Due 10/1	\$ 281,964	\$ 303,451	\$ 303,451	\$ 319,587
Debt Service - Current	<u>31,964</u>	<u>28,452</u>	<u>28,452</u>	<u>24,588</u>
TOTAL USES	\$ <u><u>313,928</u></u>	\$ <u><u>331,903</u></u>	\$ <u><u>331,903</u></u>	\$ <u><u>344,175</u></u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SERIES 2016 BONDS FUND

In February 2016, the City issued Revenue Bonds of \$42,930,000 to fund the construction of various projects throughout the City and to refund the Series 2006 Note and the Charter School Note. Annual debt service payments are being paid for via a transfer from the funds listed below.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Transfer from Community Redevelopment Fund	\$ 235,603	\$ 235,463	\$ 235,604	\$ 235,267
Transfer from Local Option Gas Tax Fund	613,400	616,600	613,400	618,800
Transfer from Local Option Sales Tax Fund	1,009,729	1,009,129	1,009,728	1,008,289
Transfer from Mobility Fee Fund	437,549	437,289	437,550	436,925
Transfer from General Fund	-	-	-	-
Fund Balance Carryover	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>	<u>15,230</u>
TOTAL SOURCES	\$ <u>2,313,710</u>	\$ <u>2,315,910</u>	\$ <u>2,313,711</u>	\$ <u>2,314,511</u>
Debt Service - Due 10/1	\$ 1,558,140	\$ 1,576,740	\$ 1,576,740	\$ 1,594,641
Debt Service - Current	738,141	721,741	721,741	704,641
Restricted Reserves	<u>17,429</u>	<u>17,429</u>	<u>15,230</u>	<u>15,229</u>
TOTAL USES	\$ <u>2,313,710</u>	\$ <u>2,315,910</u>	\$ <u>2,313,711</u>	\$ <u>2,314,511</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SERIES 2022 BONDS FUND

In May 2022, the City issued Revenue Refunding Bonds of \$26,730,000 to fund the CRA Beaumont Infrastructure Project, Commercial Solid Waste equipment, and to refund the 2021 Line of Credit. Annual debt service payments are being paid for via a transfer from the funds listed below.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Transfer from Community Redevelopment Fund	\$ 412,992	\$ 412,992	\$ 412,992	\$ 412,992
Transfer from Local Option Gas Tax Fund	33,684	33,684	33,684	33,684
Transfer from Local Option Sales Tax Fund	370,524	736,364	736,364	736,364
Transfer from Solid Waste Fund	-	205,785	205,785	205,785
Proceeds from Notes	-	-	-	-
Fund Balance Carryover	<u>3,245,080</u>	<u>-</u>	<u>2,689,130</u>	<u>2,689,130</u>
TOTAL SOURCES	\$ <u>4,062,280</u>	\$ <u>1,388,825</u>	\$ <u>4,077,955</u>	\$ <u>4,077,955</u>
Debt Service - Due 10/1	\$ 904,075	\$ 1,388,825	\$ 1,388,825	\$ 1,388,825
Debt Service - Current	469,075	-	-	-
Other Debt Svc Costs	-	-	-	-
Other Financing Uses	-	-	-	-
Restricted Reserves	<u>2,689,130</u>	<u>-</u>	<u>2,689,130</u>	<u>2,689,130</u>
TOTAL USES	\$ <u>4,062,280</u>	\$ <u>1,388,825</u>	\$ <u>4,077,955</u>	\$ <u>4,077,955</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SERIES 2024 BONDS FUND

In October 2024, the City issued Revenue Refunding Bonds of \$76,750,000 to fund the construction of various projects totaling \$62,750,000 and \$14,000,000 for various CRA projects. Annual debt service payments are being paid for via a transfer from the funds listed below.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Transfer from Community Redevelopment Fund	\$ -	\$ -	\$ -	\$ 848,378
Transfer from Local Option Sales Tax Fund	-	-	-	2,811,050
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 3,659,428
Debt Service - Due 10/1	\$ -	\$ -	\$ -	\$ 1,897,214
Debt Service - Current	-	-	-	1,762,214
Restricted Reserves	-	-	-	-
TOTAL USES	\$ -	\$ -	\$ -	\$ 3,659,428

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

LIABILITY/WORKERS COMPENSATION SELF INSURANCE FUND

This fund was established to account for all insurance costs of the City. The City maintains the balance considered necessary and funds certain safety program expenditures in addition to insurance premiums and claims. This fund also pays the General Fund for personnel costs allocated to this activity.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Cost Allocations:				
General Fund	\$ 2,488,643	\$ 2,810,101	\$ 2,807,369	\$ 3,301,298
Central Services	212,048	229,063	229,063	308,587
Airport	38,656	42,399	42,399	49,494
Stormwater Utility	212,618	224,593	224,593	246,112
Solid Waste	177,003	201,830	201,830	228,612
Local Option Gas Tax	44,774	56,048	56,049	53,660
Building	60,594	74,296	74,296	95,737
Community Development				
Block Grant	1,500	1,643	1,643	-
Other Funds	8,486	4,310	4,310	1,584
Interest Earnings	218,636	25,000	175,000	100,000
Recoveries	312,148	210,000	375,000	350,000
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	1,921,077	1,144,891	1,510,733	662,666
TOTAL SOURCES	\$ 5,696,183	\$ 5,024,174	\$ 5,702,285	\$ 5,397,750
Charges by Other				
Funds	\$ 233,804	\$ 238,345	\$ 238,345	\$ 247,878
Operating Cost	263,052	658,556	598,556	736,155
Capital Outlay	149,326	12,720	38,599.00	48,200
Workers Comp Premium				
Workers Comp Claims	608,410	750,000	750,000	750,000
General & Auto Premium	2,176,768	2,606,092	2,606,092	2,771,345
Liability Claims	754,090	748,027	808,027	800,000
Unrestricted Reserves	1,510,733	10,434	662,666	44,172
TOTAL USES	\$ 5,696,183	\$ 5,024,174	\$ 5,702,285	\$ 5,397,750

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

HEALTH SELF INSURANCE FUND

This fund was established to account for all health insurance costs of the City. The City maintains the balance considered necessary and funds the administrative expenditures associated with the program as well as the claims.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Cost Allocations:				
General Fund	\$ 7,238,166	\$ 7,834,144	\$ 7,834,144	\$ 9,935,425
Central Services	594,163	621,735	621,735	749,195
Airport	109,406	142,770	142,770	187,906
Stormwater Utility	436,762	459,409	459,409	524,747
Sanitation	371,054	420,623	420,623	532,826
Local Option Gas Tax	128,600	127,852	127,852	217,995
Building	359,498	402,980	402,890	511,528
Community Development				
Block Grant	37,616	39,748	39,748	41,842
Other Funds	90,687	27,922	27,922	45,513
Dependent Coverage	1,098,848	1,149,800	1,149,800	1,160,640
Interest Earnings	33,495	-	-	-
Retiree/COBRA	269,230	217,632	242,000	242,722
Contributions				
Miscellaneous Revenue	6,500	-	-	-
Transfer from General Fund	-	-	500,000	850,000
Fund Balance Carryover	919,071	704,089	208,833	57,556
TOTAL SOURCES	\$ 11,693,096	\$ 12,148,704	\$ 12,177,726	\$ 15,057,895
Professional Services	\$ 2,073,297	\$ 2,420,771	\$ 2,420,771	\$ 2,841,800
Other Operating Costs	290,534	299,399	299,399	299,475
Health Claims	9,120,432	9,400,000	9,400,000	11,883,000
Capital Outlay	-	-	-	-
Unrestricted Reserves	208,833	28,534	57,556	33,620
TOTAL USES	\$ 11,693,096	\$ 12,148,704	\$ 12,177,726	\$ 15,057,895

FIVE YEAR PERSONNEL RECAP

DEPARTMENT	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>CHANGE</u>
Full-Time Positions:						
City Commission	5	5	5	5	5	-
City Attorney	5	5	5	5	5	-
City Manager	16	15	15	15	15	-
Economic Development	-	5	5	5	5	-
Finance	14	14	14	15	15	-
Development Services	17	19	19	19	19	-
Police	236	250	253	256	264	8
Fire	113	120	139	141	182	41
Public Works	36	40	40	42	44	2
Parks & Recreation	70	72	73	75	75	-
Human Resources	10	10	11	12	12	-
TOTAL GENERAL FUND	<u>522</u>	<u>555</u>	<u>579</u>	<u>590</u>	<u>641</u>	<u>51</u>
Stormwater Utility	35	36	35	36	38	2
Solid Waste	29	29	30	29	29	-
Airport	8	9	9	9	9	-
Central Services	41	42	45	48	49	1
Local Option Gas Tax	12	14	13	13	13	-
Building	21	22	26	29	30	1
Community Dev Block Grant	4	5	4	4	4	-
Justice Assistance Grant	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>-</u>
TOTAL FULL-TIME	675	715	744	761	816	55
All Other Positions:						
City Manager	-	-	1	0	0	-
Police :						-
Auxiliary Officer	5	5	5	5	5	-
Other	7	8	9	8	15	7
Fire	2	2	2	2	2	-
Public Works	2	1	1	1	1	-
Parks & Recreation	96	94	94	95	95	-
Human Resources	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>-</u>
TOTAL GENERAL FUND	<u>114</u>	<u>113</u>	<u>115</u>	<u>114</u>	<u>121</u>	<u>7</u>
HOME/SHIP	-	-	-	-	-	-
Community Dev Block Grant	<u>-</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>-</u>
TOTAL ALL OTHER	114	118	120	119	126	7
TOTAL POSITIONS	<u>789</u>	<u>833</u>	<u>864</u>	<u>880</u>	<u>942</u>	<u>62</u>

ITEM 7.A**Approval of City Commission Minutes from the August 19, 2025 meeting and August 25, 2025 workshop****Request**

Approval of the August 19, 2025 and August 25, 2025 commission meeting and workshop minutes.

Explanation

Minutes of the commission meeting held on August 19, 2025, and the workshop on August 25, 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 19 2025
2. (S) CCM MIN AUG 25 2025 (Vine Street CRA Workshop)



**MEETING MINUTES
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 Members Present:** Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Austin Blake, City Clerk Tameara Crespo
Staff Absent: Deputy City Manager Desiree Matthews

Mayor Espinosa called the meeting to order at 06:00 PM.

- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Fentanyl Awareness and Education Day

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..

City Manager Steigerwald read a proclamation in honor of Fentanyl Awareness as the Mayor and Commissioners presented the proclamation. The three recipients thanked the city for their support.

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

Presentation of proclamation to Ken Jacobs, COO of UCP of Central Florida/UCP Charter Schools in recognition of the organization's 70th Anniversary.

City Manager Steigerwald read a proclamation in honor of 70th Anniversary of UCP as the Mayor and Commissioners presented the proclamation.

3.C Employee of the Month for August

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.

City Manager Steigerwald introduced Chris Alessandri of the Development Services Department and reviewed the qualities and attributes which led to their nomination and selection as employee of the month. Chris invited staff members and the mayor to take photos and thanked them for their support over the years during his personal hardship.

City Manager Steigerwald reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads but by nominations that are reviewed and selected by a committee of their peers from all departments in the city and there is no greater honor.

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

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

City Attorney Sanchez de Fuentes read Ordinance #3120 by title. Mayor Espinosa announced the Public Hearing with no response from the audience. Commissioner Martinez moved to adopt Ordinance #3120. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

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.

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.

City Attorney Sanchez de Fuentes read Ordinance # 3121 by title. Planner Cristian Arias reviewed the proposal. An email was received and distributed for review (Exhibit "A"). Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit "B") were submitted, and a speaker voiced opposition to the item, citing concerns about noise, property values, and park preservation. City Manager Steigerwald addressed and clarified misconceptions for the record, emphasizing that the city intends to preserve the remaining portion of the parcel for recreational use.

Commissioner Martinez moved to adopt Ordinance # 3121. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE

Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5 - 0.

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

Requesting approval to delete the Building Permit Fee Ordinance.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 25-08 by title. Development Services Director Craig Holland explained the need to remove building permit fees from the ordinance, as they can be set by resolution. A recent fee study indicated minimal changes to the fee structure are needed and those will be brought back at a future meeting by resolution. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Alvarez made a motion to approve the Public Hearing and First Reading of Proposed Ordinance # 25-08. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

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

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

City Attorney Sanchez de Fuentes read Proposed Ordinance #25-15 by title. City Manager Steigerwald reviewed the purpose of the policy. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady made a motion to approve the Public Hearing and First Reading of Proposed Ordinance # 25-15. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

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

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

City Attorney Sanchez de Fuentes read Proposed Ordinance # 25-16 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady made a motion to approve the Public Hearing and First Reading of Proposed Ordinance # 25-16. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

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

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

City Attorney Sanchez de Fuentes read Resolution # 13-2025 into the record which outlined the public purposes and benefit. Mayor Espinosa announced the Public Hearing and Jorge Figueroa 2918 Serra Bella Way, Kissimmee, FL, provided comment and support for the

hotel and civic center development. Azure Hotel International, Inc distributed a site plan and rendering document to members on on the dais (Exhibit "C") and reviewed a PowerPoint Presentation (Exhibit "D")

The commissioners thanked the developer for their educational and networking event and praised their collaboration and commitment to the city's vision. City Manager Steigerwald outlined the agreement terms: a new 45,000 sq. ft. Convention Center built without public debt, with free reserved days for city and community use; a guaranteed annual lease payment of \$2.5 million with escalators, ensuring cost recovery within five years; a 5% profit share of the hotel's net income; free meeting space access; and strong performance guarantees protecting taxpayers and ensuring project completion.

Commissioner Martinez made a motion to approve the Public Hearing and adopt Resolution #13-2025. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

City Manager Steigerwald thanked the developer for submitting a realistic proposal that enabled quick negotiation of the master development agreement. The agreement guarantees the city use of the hotel for 10 public event days annually. Mayor Espinosa requested increasing this to 20 days, which the developer verbally agreed to. This change will be included in the Lease and Management Agreement, pending final commission approval.

Commissioner Eady made a motion to approve the final Master Development Agreement with Azure Hotel International, Inc. Commissioner Martinez seconded the motion.

Motion carried 5 - 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 5 - 0.

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

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

7.B Approval of an Advisory Board Appointment Policy

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

7.C Resolution to Accept Grant Funding Amendment from Florida Department of Transportation for Parcel 8 Construction

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.

Resolution # 14-2025

- 7.D 2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Lakefront Park
Approval to apply for a 2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Kissimmee Lakefront Park Splash Pad refurbishment.
- 7.E 2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Quail Hollow Park
Approval to apply for a 2026 Florida Recreational Development Assistance Program (FRDAP) Grant for Quail Hollow Park outdoor basketball court.
- 7.F Grant Agreement for the Police Department Generator Project
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.
- 7.G Field and project services to support the city-wide Pavement Management Milling and Resurfacing projects
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.
- 7.H Utility Relocation for the Bermuda Estates Project
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.
- 7.I Shingle Creek Regional Trail, South 2B, Yates Connector, Post-Design Services
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.
- 7.J Amendment to the Woodside Drainage Interlocal Agreement
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).
- 7.K Change Orders to Increase Funding Amount and Extend Completion Deadline for the Rehabilitation of 501 Ginwright Court
Approve Change Orders #1 and #2, contract #20240039, increasing the funding amount and extending the completion date for the rehabilitation of 501 Ginwright Court.
- 7.L City Hall building security enhancements
Request to approve security enhancements to the City Hall building totaling \$92,103.
- 7.M Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.

- 7.N Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) Letter of Support for FY 2024

Approval to submit a letter of support for FY 2024 funding requests

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

Recommend approval of a Resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan.

Laura Martinez with Inspire presented a PowerPoint Presentation attached to the agenda that reviewed the 2025 Downtown Kissimmee CRA Update.

Board Member Ortiz made a motion to recommend approval of a Resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan. Board Member Eady seconded the motion.

Motion carried 5 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER

City Manager Steigerwald updated the commission on his recent trip with the Mayor and Economic Development Director to Puerto Rico for the 2025 Biz Growth Summit, sharing a slideshow of photos highlighting their business activities.

- 9.B CITY ATTORNEY

- 9.C CITY COMMISSION

Commissioner Martinez acknowledged Business Development Specialist Yolanda Claudio for her contributions to the Azure Hotel project and commended the communications team for their creativity in a recent social media post promoting Business Tax Receipt (BTR) renewals. She also reminded the audience about the "Gift for Teaching" shop, which provides essential supplies to educators in need. Commissioner Ortiz expressed enthusiasm about the potential partnership with the American University of Puerto Rico. Mayor Espinosa requested the city manager to coordinate follow-ups with developers regarding the Hyatt Hotel at the airport and the Skyview/Sonesta Toho Square Hotel project.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:51 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Tameara Crespo

From: Kimberly Lawrence <krcl@hotmail.com>
Sent: Friday, August 15, 2025 5:14 PM
To: CITY CLERK
Subject: LUPA-25-0004 Public Comment, Ord. # 25-14
Attachments: Rezoning_Concerns_Letter_Updated.docx

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

Good afternoon,

Attached is a letter from our family to be read into the record for the public hearing portion of Ord #25-14 regarding LUPA-25-0004. Our hope is that we will be able to attend the first hearing on Tuesday, August 19th; however, I may not be able to get off of work in time and did not want to miss our opportunity to speak on behalf of our neighborhood.

If you could kindly confirm receipt of this email, we would greatly appreciate it.

Thank you,
William & Kimberly Lawrence

William and Kimberly Lawrence
1425 Dogwood Ct.
Kissimmee, FL 34744
Phone: 407-750-2149
August 15, 2025

To:
Kissimmee City Council
101 Church Street
Kissimmee, FL 34741

Subject: Concerns Regarding Rezoning from Recreational to Institutional for Fire Station Construction at 1451 Mill Slough Road (Parcel ID 14-25-1711-001-00A0) — **LUPA-25-0004**

Dear Mayor and Members of the City Council,

We are writing as residents of Heather Oaks for over 25 years to share our concerns regarding the proposed change in land use for the property located at 1451 Mill Slough Road (Parcel ID 14-25-1711-001-00A0) under application LUPA-25-0004, from recreational to institutional, for the construction of a fire station.

After calling to verify with the Parks Department, it is our understanding that the existing park space will not be replaced elsewhere; rather, the fire station will simply be added to this parcel, resulting in the permanent loss of that recreational land. We are thankful that the entire Mill Run Park isn't at stake, but also deeply disappointed for our neighborhood that has valued this green recreational space for decades. We have many family memories of throwing frisbees, playing tag and flying kites in this grassy area.

While we fully recognize and appreciate the critical role our fire department plays in keeping our community safe, and we are not opposed in principle to a new fire station, our support is hesitant due to the way this process has unfolded. Specifically:

1. Process Concerns and Lack of Early Notification

It appears that site work, staging, and earthmoving activities are already underway before the rezoning process for LUPA-25-0004 has been completed. This undermines the intent of the city's planning process, which is designed to ensure meaningful community involvement and transparency before major decisions are finalized. Residents should have been notified and given the opportunity to weigh in much earlier.

2. Noise and Quality of Life

A fire station's sirens, vehicle movements, and operation, while essential, will inevitably create noise and activity at all hours. For a neighborhood that has long been peaceful, this will represent a significant change in daily life.

3. Impact on Property Values

Studies show that average decreases in residential property values due to persistent noise can range from 1.8% to 2%. While we understand there may be an insurance benefit for some homeowners due to closer proximity to a fire station, this does not offset the potential decrease in property value. This represents a long-term financial impact on residents who have invested heavily in their homes and community.

4. Stormwater and Flooding Concerns

The proposed development will significantly decrease the amount of pervious surface on the property. Even with stormwater permitting, there will be an increase in volume discharge into an already taxed stormwater system that currently causes flooding in the area. This will likely worsen existing flooding issues. A better and more sustainable use of the land could be for stormwater storage and flood mitigation, which would directly benefit the neighborhood and surrounding infrastructure.

5. Loss of Recreational Land

The permanent loss of park space reduces both the livability and the character of our neighborhood, and no plan appears to exist to replace that amenity.

In conclusion, while we understand the importance of ensuring our city has adequate fire protection, we urge you to reconsider the site selection or, at the very least, address the procedural concerns that have eroded trust in this process. Community members deserve timely notification and the opportunity to provide input before such impactful changes occur.

Sincerely,

The Lawrence Family



PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 8/19/25
 AGENDA ITEM #: 4B OR NON-AGENDA TOPIC: _____
 NAME: Kimberly Lawrence
 ADDRESS: 1425 Dogwood Ct CITY: Kissimmee STATE: FL ZIP: 34744

POSITION ON ITEM

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

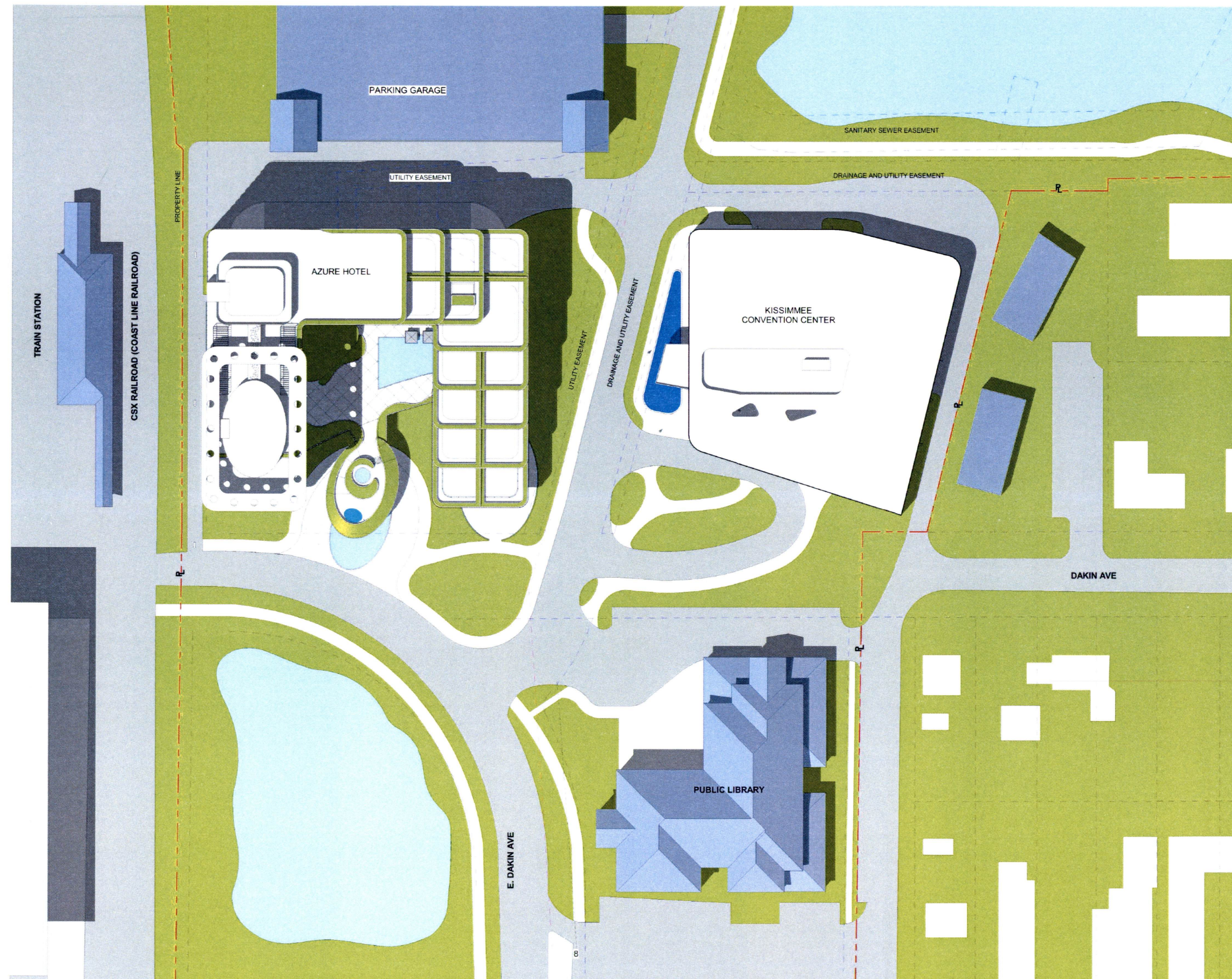
PUBLIC COMMENT

- ☒ 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.



2 SITE PLAN OPTION 1
A-100 1" = 40'-0"

REVISIONS			
#	DESCRIPTION	BY	
DRAW	Author	CHECK	Checker

OVERALL
ARCHITECTURAL
SITE PLAN
OPTION 1

A-100

SD SET: XX-XX-2025







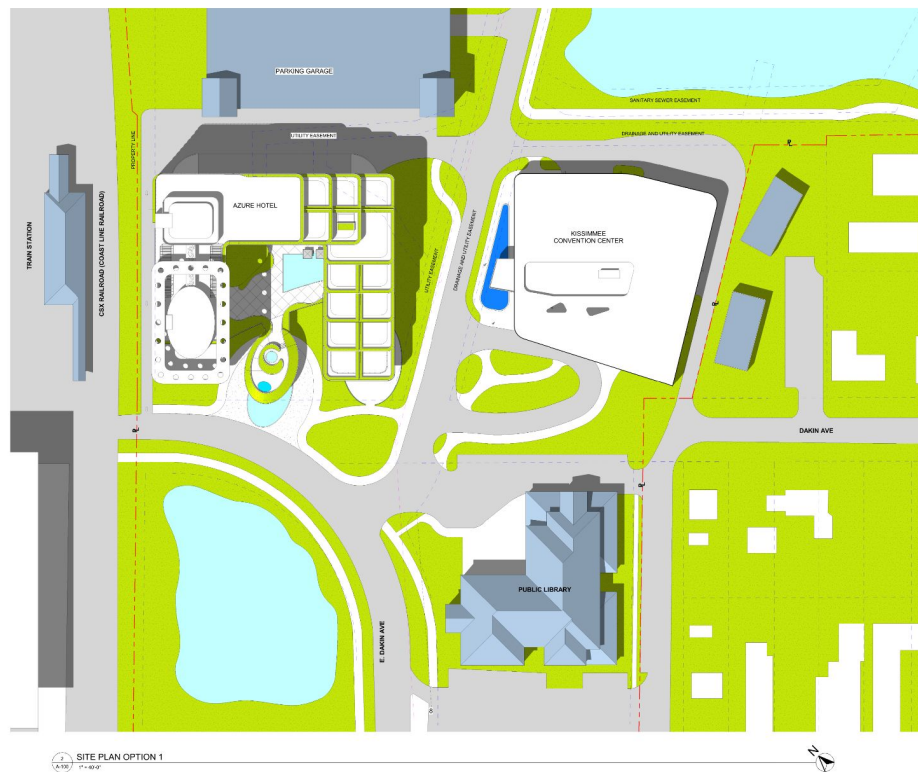


**PUBLIC-PRIVATE PARTNERSHIP (PPP)
CITY OF KISSIMMEE**

**PROJECT'S NAME : AZURE KISSIMMEE DOWNTOWN
HOTEL & KISSIMMEE CONVENTION CENTER**

*"This is the best project for Kissimmee because it generates
employment, income and growth without risk
for the city."*





CONVENTION CENTER



- The convention center will be designed based on the city's needs and specifications.



CONVENTION CENTER



- The convention center will be designed based on the city's needs and specifications.





MEETING MINUTES
SESSION OF THE COMMISSION WORKSHOP (VINE STREET CRA)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
MONDAY, AUGUST 25, 2025 AT 2:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz (arrived at 2:36 P.M.), Angela Eady, Carlos Alvarez, III, 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

Mayor Espinosa called the meeting to order at 2:01 PM.

2. WORKSHOP BUSINESS

2.A Vine Street Community Redevelopment Agency (CRA) Plan Update

Discuss the Vine Street Community Redevelopment Agency (CRA) Redevelopment Plan Update

The Project Manager with GI Consultants provided a progress update on the plan, which was included in the agenda. An interactive live polling activity was conducted with CRA Board Members. Clarification was sought on code enforcement violations, including signage issues and the number of hotels within the CRA. Legislative changes impacting property and ad valorem taxes were noted, which could have significant implications for the CRAs. The conversation also addressed undeveloped acreage within the CRA, stormwater and drainage planning, and aspirations for tourism and recreation in future development plans.

The results of the live polling were reviewed, highlighting frequently visited businesses, key priorities, potential improvements, and strategies to strengthen partnerships.

3. GENERAL DISCUSSION

City Manager Steigerwald sought the commission's approval on the recommended next steps concerning future development at two sites. An unsolicited proposal has been received for the property currently used as boat overflow parking near Lakeview/Mosaic. Additionally, the developers of Weston 400 have expressed interest in the same site. He recommends adopting a deliberate approach by issuing a Request for Proposals (RFP) that clearly outlines the desired project criteria.

To facilitate this, a workshop or a discussion item could be scheduled to determine the appropriate course of action. Preliminary discussions touched on potential concepts to consider, including a youth sports arena. Further conversation addressed the anticipated Field House development at the Lancaster Ranch property and plans to utilize the Festival Lawn as an event and festival venue.

4. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 3:58 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

Business Boost 2.0 - Career Source Agreement Implementing UPSKILL Kissimmee

Request

Approve Contract 20250359 between the City and Career Source of Central Florida to implement UPSKILL Kissimmee, facilitating training and job placement assistance.

Explanation

In May 2020 at the height of the pandemic, Osceola County saw its unemployment rate peak at 30%% due to mass job losses in the tourism, hospitality, and service sectors, which were hit the hardest. Kissimmee, being a key tourism hub, was particularly affected, with many workers in hotels, restaurants, and attractions facing layoffs or furloughs. The pandemic highlighted the fragility of the tourism-dependent workforce, leading to conversations about diversifying the local economy.

Now, four years later, many workers have returned to their jobs but still find challenges in increasing their employment wages or entering in-demand occupations through short-term training. Post-pandemic the increased use of technology, the pace of change, and the need for current technical and workplace skills are required by industry. Additionally, many workers who could not work remotely during the pandemic lost their jobs or were furloughed until such time as they could return. That uncertainty has led workers to find other roles that offer greater resiliency and the opportunity to earn increased earnings.

Upskill Kissimmee, a partnership between CareerSource Central Florida and the City of Kissimmee, will provide career consultation services, including the establishment of a training plan, financial support to enroll in a training program, and job placement assistance to those individuals who are unemployed or underemployed who need in-demand skills to enter careers that offer wage progression.

Recommendation

Approval of the agreement between the City and with Career Source Central Florida to implement the UPSKILL Kissimmee program under the Operation Business Boost 2.0 initiative.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: Samia Singleton

Attachment(s):

1. (S) Career Source Agreement signed CS

**AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
CAREER SOURCE CENTRAL FLORIDA**

THIS AGREEMENT is entered into this 27 day of August, 2025, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the “CITY,” and **CAREER SOURCE CENTRAL FLORIDA**, whose address is 390 North Orange Ave., Suite 700, Orlando, Florida 32801, hereinafter referred to as the “CONTRACTOR,” collectively hereinafter referred to as the “Parties,” and each represent as follows:

WHEREAS, the COVID-19 pandemic significantly impacted numerous industries within Osceola County, including travel and tourism, with the City of Kissimmee particularly affected due to its position as a key tourist hub; and

WHEREAS, in the post-pandemic environment, many industries require increased use of technology, accelerated adaptation to change, and up-to-date technical and workplace skills; and

WHEREAS, the CITY has identified a need for accelerated specialized training programs and job placement assistance for eligible individuals who were economically impacted by the COVID-19 pandemic; and

WHEREAS, the CITY has chosen the CONTRACTOR to provide these services to its citizens; and

WHEREAS, the services sought are exempt from the formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

1. **TERM.** The term of this Agreement shall begin on approval, until December 31, 2026. Any Agreement extensions must be in writing and signed by both Parties.
2. **SCOPE OF SERVICES.** CONTRACTOR shall provide all labor, materials, and equipment necessary to perform and complete the services described in **Exhibit “A,”** attached hereto and incorporated herein by reference.
3. **CONTRACTOR RESPONSIBILITIES.**
 - a. It is understood that the CONTRACTOR shall furnish and bear the cost of all labor, tools, materials, marketing, permits, equipment, transportation, supervision, and any other goods or services necessary to fully perform and deliver the services requested by the CITY. The CONTRACTOR shall have no authority to create, file, or cause to be filed any lien, attachment, or encumbrance of any kind for labor or materials against the CITY or any CITY-owned property. Any such lien, attachment, or encumbrance, until fully released or discharged, shall bar any and all claims or demands for payment under this Agreement.
 - b. CONTRACTOR shall ensure that all of its employees, agents, subcontractors, representatives, volunteers, and any other persons or entities acting on its behalf comply fully with the terms and conditions of this Agreement while performing services for the CITY.

- c. CONTRACTOR shall be solely responsible for determining and implementing the means, methods, techniques, sequences, safety programs, and procedures necessary for the proper and complete execution of the work described in the Scope of Services.
- d. CONTRACTOR shall maintain an adequate, qualified, and competent staff and shall remain duly authorized to conduct business in the State of Florida. While the CONTRACTOR may subcontract portions of the services, it shall remain fully responsible for the satisfactory performance and completion of all work performed under this Agreement, whether by the CONTRACTOR or its subcontractors.

4. CITY RESPONSIBILITIES.

- a. CITY agrees to provide, upon request by the CONTRACTOR and at no cost, all pertinent information known to be available to the CITY to assist CONTRACTOR in providing and performing the services.
- b. The total investment to be paid under this Agreement for services rendered shall not exceed **Three Hundred and Twenty-Five Thousand and 00/100 Dollars (\$325,000)** for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference.

- 5. **E-VERIFY.** In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

CONTRACTOR shall, upon request, provide evidence of compliance with this provision to CITY. Failure to comply with this provision is a material breach of the Agreement, and CITY may choose to terminate the Agreement at any time at its sole discretion. CONTRACTOR may be liable for all costs associated with CITY securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

CONTRACTOR, by virtue of acceptance of this Agreement certifies that:

- 1. CONTRACTOR and its Subcontractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
- 2. CONTRACTOR and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- 3. CONTRACTOR will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
- 4. Subcontractor will provide CONTRACTOR with an affidavit stating that Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- 5. CONTRACTOR must maintain a copy of such affidavit.
- 6. CITY may terminate this Contract on the good faith belief that CONTRACTOR or its Subcontractors knowingly violated Florida Statutes §§ 448.09(1) or 448.095(2)(c).

7. If this Contract is terminated pursuant to Florida Statute §448.095(2)(c), CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

8. CONTRACTOR is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

6. INDEMNIFICATION.

To the extent permitted by law, CONTRACTOR, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or damage to the person, property, or business of Contractor, its agents, employees, Subcontractors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28.

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees, against any and all claims, demands, costs, and expenses of every kind and nature including reasonable attorney's fees and for the enforcement, defense, or appeals thereof arising from Contractor's performance of the Agreement or any breach or default of Contractor.

7. INSURANCE. CONTRACTOR shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

- a. Workers Compensation: Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will not be less than the statutory amounts for Worker's Compensation and \$300,000.00 for Employers' Liability.
- b. Comprehensive General Liability: Contractor will provide coverage for all operations including, but not limited to Contractual, Products, and Completed Operations with 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: Contractor will provide umbrella coverage in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

8. NOTICE. Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee Attn: David Rodriguez Economic Development Department 101 Church Street, 5th FL Kissimmee, FL 34741	Career Source Central Florida Attn: Pam Nabors, President & CEO 390 N. Orange Avenue, Ste. 700 Orlando, FL 32801
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9. **NON-ASSIGNMENT.** CONTRACTOR shall not assign this Agreement or any portion hereof without the express written consent of the CITY.

10. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

11. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving 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 Contractor 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 Contractor at that time. Contractor 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 Contractor, unless specifically approved or requested by the City. 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.

12. **TERMINATION FOR CAUSE.** If the City wishes to terminate the Agreement 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 Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. 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 City 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.

Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification, background screenings, or insurance coverage.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR, but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.

13. **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. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.
14. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
15. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
16. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
17. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 12 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.
18. **ATTACHMENTS:** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
19. **NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.
20. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. Contractor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.
21. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

22. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
23. **PUBLIC RECORDS.** Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

- a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
 - c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
 - d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
 - f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
24. **SCRUTINIZED VENDOR LIST.** By acceptance of this Agreement, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies

with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If CITY determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, CITY shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONTRACTOR. If a civil action is brought and the court determines that CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date CITY determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

25. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
26. **ANTITRUST VIOLATOR 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 contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
27. **HUMAN TRAFFICKING.** CONTRACTOR shall provide CITY with an affidavit signed by an officer or representative of CONTRACTOR attesting, under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined by section 787.06, Florida Statutes.
28. **FUNDING.** The obligation of CITY for payment to the CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
29. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEE.** In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of CITY. All employees of CONTRACTOR shall be, at all times, employees of the CONTRACTOR under its sole discretion, and not an employee or agent of CITY. CONTRACTOR shall provide competent employees. CITY may require CONTRACTOR to remove any employee it deems careless, incompetent,

insubordinate or otherwise objectionable, and, whose continued employment on CITY property is not in the best interest of CITY.

30. **ENTIRE AGREEMENT.** This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: *H-M*

Title: CITY OF ORANGE OFFICER

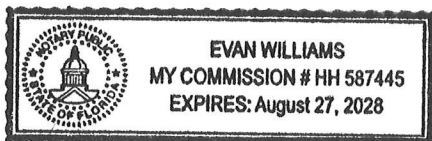
Date: 8/27/2025

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of August, 2025, by Leo Alvarez / Tadar Muhammad as CEO/COO for Career Source Central Florida who is ☒ personally known or ☐ produced the following identification: _____.

Seal:



Evan Williams
Signature of Notary Public

CITY OF KISSIMMEE

By: _____
Mayor

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"

SCOPE OF WORK

UPSKILL Kissimmee - CareerSource Central Florida

Unlocking Potential, Strengthening Knowledge, and Inspiring Lifelong Learning

PROPOSED PROGRAM OVERVIEW

In May 2020 at the height of the pandemic, Osceola County saw its unemployment rate peak at 30%% due to mass job losses in the tourism, hospitality, and service sectors, which were hit the hardest. Kissimmee, being a key tourism hub, was particularly affected, with many workers in hotels, restaurants, and attractions facing layoffs or furloughs. The pandemic highlighted the fragility of the tourism-dependent workforce, leading to conversations about diversifying the local economy.

Now four years later, many workers have returned to their jobs but still find challenges to increasing their employment wages or entering in-demand occupations through short-term training. Post-pandemic the increased use of technology, the pace of change, and the need for current technical and workplace skills are required by industry. Additionally, many workers who could not work remote during the pandemic lost their jobs or were furloughed until such time they could return. That uncertainty has led workers to find other roles that offer greater resiliency and the opportunity to earn increased earnings.

Upskill Kissimmee, a partnership between CareerSource Central Florida and the City of Kissimmee, would provide career consultation services, including the establishment of a training plan, financial support to enroll in a training program, and job placement assistance to those individuals who are unemployed or underemployed who need in-demand skills to enter careers that offer wage progression.

WHO WE ARE AND WHAT WE DO

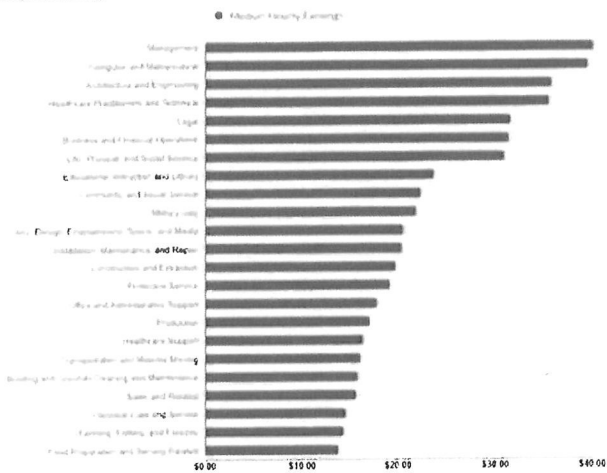
CareerSource Central Florida (CSCF) serves as the regional workforce development organization for Central Florida, bringing its track record of success and regional leadership to deliver on its mission to connect Central Floridians to careers and develop skilled talent for businesses. As the state's second largest workforce development board serving Lake, Orange, Osceola, Seminole, and Sumter counties, CSCF works with partners to expand access to employment, training, education, and supportive services, through the facilitation of career pathways that align with high-demand industries, enabling participants to access comprehensive services across multiple programs based on individual needs. This multifaceted

and holistic approach ensures that all eligible individuals, especially those facing barriers, have the support they need to gain meaningful employment and advance in their careers ([CareerSource Central Florida | Home](#)).

LABOR MARKET ANALYSIS

As of 2023, the estimated population of Kissimmee is approximately **336,455 (8 zip codes; 34741-347 and 34758)**. This is an estimate based on the ongoing growth of the area since the 2020 Census and is expected to increase by more than 62,000 by 2029. Kissimmee has been experiencing growth due to its proximity to Orlando and the continued development of tourism, real estate, and other industries in the region. The racially diverse city is rather young with more than 70,000 millennials (ages 25-29), and lower than the national average for individuals retiring soon (78,000) calling the city home.

Top Occupation Earnings

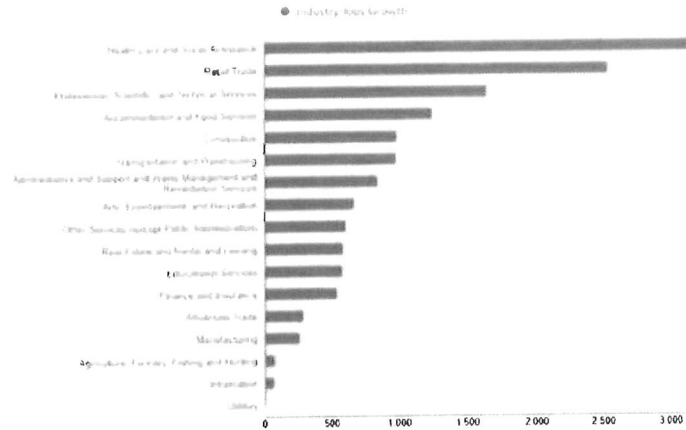


The number of jobs in Kissimmee increased by 15.7% since 2019 to 109,466, outpacing the national rate by almost 12%. While the number of jobs has grown, the regional median salary of \$54,300 for all industries lags the Orlando-Kissimmee-Sanford MSA’s median salary of \$62,000 for all industries. The opportunity exists to continue to upskill residents to increase their earning potential. An example of potential for upskilling and supporting individuals on career ladder is in

healthcare. Healthcare Support Workers earn a \$16.28 median hourly wage (2023), but increased training to a healthcare practitioner or technician role would increase median hourly wages to \$35.50. Additionally, Sales and Related roles pay a median hourly wage of \$15.55 (2023) but may have an opportunity to engage in training to move into Business and Financial Operations that boasts almost double at \$31.31 median hourly wage (2023). There are substantial career pathways for most of these occupations that include certificate programs, associate and bachelor level education.

Kissimmee's industry growth over the last five years has been led by Health Care and Social Assistance that added more than 3,000 jobs; Retail Trade added 2,000 jobs, Professional, Scientific, and Technical Services added 1,600 jobs representing at 62% increase, and Accommodation and Food Service added 1,200 jobs. It is important to note that most of this growth can be attributed to recovery after the pandemic.

Top Growing Industries



Over the next five years, Kissimmee will continue to see growth in these sectors with an expected 8% growth rate for all industries by 2026. Professional, Scientific, and Technical Services (19%), Utilities (17%), Information (14%), Finance and Insurance (13%), Educational Services (12%), Healthcare and Social Assistance (11%), and Manufacturing (10%) will lead that growth with projected double-digit rates. With this expected industry growth, jobs will be created that will need to be filled by local and regional talent. The table below identifies the occupations that will be needed over the next five years, with eight occupational groups (highlighted in yellow) needing hundreds of workers.

SOC	Description	2021 Jobs	2029 Jobs	2024 - 2029 Change	2024 - 2029 % Change	Avg Annual Openings	Median Hourly Earnings
15-2000	Mathematical Science Occupations	106	136	30	28%	13	\$38.04
19-4000	Life, Physical, and Social Science Technicians	72	87	15	21%	12	\$21.57
39-2000	Animal Care and Service Workers	167	201	34	21%	39	\$13.25
31-2000	Occupational Therapy and Physical Therapist Assistants and Aides	115	137	23	20%	22	\$31.68
15-1200	Computer Occupations	1,599	1,914	315	20%	166	\$39.54
19-1000	Life Scientists	57	68	11	19%	6	\$37.15
51-4000	Metal Workers and Plastic Workers	162	192	30	19%	24	\$19.45
51-2000	Assemblers and Fabricators	196	232	36	19%	30	\$16.22
51-7000	Woodworkers	66	78	12	18%	10	\$17.29
29-9000	Other Healthcare Practitioners and Technical Occupations	73	86	13	18%	7	\$25.69
19-2000	Physical Scientists	41	48	7	17%	5	\$30.35
51-9000	Other Production Occupations	442	516	74	17%	68	\$17.16
19-5000	Occupational Health and Safety Specialists and Technicians	47	54	8	17%	7	\$29.53
31-9000	Other Healthcare Support Occupations	1,440	1,675	236	16%	258	\$17.27
11-3000	Operations Specialties Managers	835	965	130	16%	89	\$54.77
39-5000	Personal Appearance Workers	914	1,054	140	15%	154	\$16.38
53-3000	Motor Vehicle Operators	3,652	4,209	557	15%	534	\$17.48
29-1000	Healthcare Diagnosing or Treating Practitioners	4,722	5,421	699	15%	382	\$41.45
19-3000	Social Scientists and Related Workers	147	169	22	15%	14	\$37.46
39-7000	Tour and Travel Guides	111	128	16	15%	28	\$15.62
17-1000	Architects, Surveyors, and Cartographers	94	107	14	15%	9	\$32.06
27-3000	Media and Communication Workers	396	451	55	14%	49	\$25.90
11-2000	Advertising, Marketing, Promotions, Public Relations, and Sales Managers	448	509	61	14%	48	\$57.68
13-1000	Business Operations Specialists	3,659	4,158	499	14%	422	\$31.37
29-2000	Health Technologists and Technicians	2,573	2,920	347	13%	270	\$20.90
51-1000	Supervisors of Production Workers	121	138	16	13%	15	\$27.07
53-5000	Water Transportation Workers	46	52	6	13%	6	\$21.28
17-2000	Engineers	350	397	46	13%	30	\$42.55
45-4000	Forest Conservation and Logging Workers	10	12	1	13%	2	\$20.81

The education and training ecosystem in Central Florida and Osceola County is poised to provide upskilling opportunities to residents so they can enter these roles and realize wage

progression. Currently, CSCF partners with 40 providers offering 353 different in-demand training and education opportunities in the following growing industries: Advanced Manufacturing, Construction and Utilities, Healthcare, Hospitality & Tourism (management and culinary), IT and Finance, Public Safety, and Trade and Logistics.

UPSKILL KISSIMMEE PROGRAM RECOMMENDATION

CSCF supports individuals who are interested and in need of acquiring new skills by providing financial assistance and career mentoring support to enroll and complete in-demand training programs. Over the last three years, CSCF has been able to support approximately 80% of those enrolled to complete programming and/or enter employment, with some trainees becoming employed prior to completion. CSCF offers individualized career planning, support, and job placement services; our goal is to help career seekers on their journey, not ours.

CSCF proposes to leverage its existing vendor and partner relationships with Avionica Technician Association, Cruz Institute, Osceola Technical College, UCF Continuing Education, and Valencia College to support scholarship assistance, with a \$5,000 cap, representing the average cost of programs offered by the institutions listed. If the cost of the program exceeds the scholarship cap, CSCF will leverage its training resources based on funding availability.

Budget Overview: CSCF will partner with the City of Kissimmee to invest \$325,000 of American Rescue Plan Act (ARPA) resources to support up to 50 city residents who are unemployed or underemployed and in need of additional skills and training. Through this partnership, CSCF will leverage its existing resources to support participant success.

City of Kissimmee investment = \$325,000	CareerSource Central Florida Leveraged Investment (<i>estimated</i>) = \$182,250
Provide scholarship support for up to 50 individuals: maximum \$5,000 per scholarship. \$250,250	Provide scholarship support for up to 50 individuals with a max of \$2,000 as to not to exceed CSCF maximum of \$7,000 scholarship cap. These leveraged dollars will be used if training costs exceed City investment. Total value: \$100,000
Administrative cost @ 13% = \$42,250 Covers cost of scholarship voucher payment process, audit	Staffing Support for career consulting services and program management (three staff, .20FTE) Total estimated value: \$42,250
Staffing Support for career consulting services for up to 45 individuals; .50 FTE dedicated \$32,500	Facilities and Technology (Osceola Office) Total estimated value: \$40,000

Metrics of Success:

1. Invest \$325,000 by December 2026 by providing up to 50 residents with scholarship assistance to enter in-demand training programs.
2. 80% completion rate for those who enter a training program.
3. Of those who participate in UpSkill Kissimmee, 75% will enter employment
4. Of those that enter employment, 50% will earn \$18 per hour or more

UPSKILL Kissimmee

Program Process and Mechanics

The process described below outlines the intended flow of the program, and are subject to change after program launch to reflect operational realities and ensure effectiveness. Any changes will be discussed and implemented in partnership with CSCF.

Outreach & Identification

Step 1: Community Outreach & Promotion

- ❖ **Responsibility:** City of Kissimmee + CareerSource
 - Disseminate program information through:
 - City and CareerSource social media, newsletters, and websites
 - Local nonprofit and community organizations
 - Events, churches, schools, and job fairs
 - Focus messaging on **COVID-impacted individuals** seeking higher wages.

Step 2: Intake & Screening

- ❖ **Responsibility:** CareerSource
 - Use questionnaire to screen participants.
 - Assess eligibility based on:
 - Residence within the City of Kissimmee limits (must use public records or other forms of verification to ensure residency requirements)
 - COVID-19 economic impact (e.g., job loss, wage reduction)
 - Motivation to train and upskill

Enrollment & Training

Step 3: Career Counseling & Program Matching

- ❖ **Responsibility:** CareerSource
 - Provide one-on-one counseling to match eligible individuals with training programs aligned with high-demand, high-wage jobs in industries like:
 - Healthcare
 - Construction
 - IT/Tech
 - Logistics
 - Other
 - Training providers must be **accredited** or **industry-certified**.

Step 4: Participant Enrollment & Documentation

- ❖ **Responsibility:** CareerSource
 - Enroll participant in training.
 - Collect documentation:
 - Assessment Questionnaire
 - Program acceptance
 - Cost breakdown
 - Signed training agreement

Funding & Reporting

Step 5: Request for Funding

❖ Responsibility: CareerSource

- The City is not expected to fund the program upfront. Funds will be disbursed on a reimbursement basis.
- CSCF will submit a monthly invoice/reimbursement requests to the City of Kissimmee by the 20th of the month.
- Invoice must specify who the checks should be made payable to and the signature of CSCF's authorized agent, with the signature date.
- The invoice should be accompanied with the following:
 - Participant name and address (to confirm address is within city limits)
 - *Covid-19 Impact Assessment* form for each participant listed in the invoice (form provided by the City)
 - Selected training program
 - Start/end dates
 - Total tuition cost
 - Amount requested for reimbursement (up to \$5,000 per participant)
 - If total tuition exceeds \$5,000, source of funds to cover tuition
- Total funding must be draw-down by December 2026

Step 6: Payment Issued

❖ Responsibility: City of Kissimmee

- Review and approve request.
- Issue reimbursement (up to \$5,000 per participant) to CareerSource Central Florida with 30 days of approved invoice.
- Track total funding utilized.

Step 7: Reporting

❖ Responsibility: CareerSource

- Provide quarterly reports to the City.
- Reports may include the following KPIs:
 - Reporting period
 - Total unduplicated and new clients served
 - Participant engagement
 - Jobs and/or Education placement
 - Skill development / Certifications earned
 - Other metrics, as requested by the City
- Annual wrap-up report completed and presented by December 2026
- Track total funding utilized.

Follow-Up & Outcomes

Step 8: Final Outcomes Report

❖ Responsibility: CareerSource

- Provide a final report by December 2026 summarizing:
 - Number of participants served
 - Total amount funded by the program
 - Industries/fields entered
 - Average hired wage and/or average wage increase (if measurable)
 - Testimonials (if available)

UPSKILL Kissimmee
Covid-19 Impact Assessment form

Name	
Address	
Phone number	
Email address	

This form helps us determine if you were economically impacted by the COVID-19 pandemic and are eligible for tuition assistance or training support.

SECTION A: Economic Impact (Check all that apply)

- ☐ I lost my job or was laid off due to COVID-19.
- ☐ I experienced a significant reduction in work hours or income due to COVID-19.
- ☐ I received unemployment benefits (including Pandemic Unemployment Assistance) during or after March 2020.
- ☐ I was a self-employed worker or business owner whose income declined due to the pandemic.
- ☐ I am currently in a job that pays less than what I earned before the pandemic.

SECTION B: Educational/Training Disruption

- ☐ I was unable to attend or complete an education or training program due to the pandemic.
- ☐ I had to delay my education or training due to COVID-related caregiving responsibilities.
- ☐ I graduated during the pandemic but have been unable to find stable employment.

SECTION C: Health & Household Impact

- ☐ A member of my household lost income due to COVID-related illness or death.
- ☐ I became a caregiver due to COVID-related illness, which affected my ability to work or study.
- ☐ My household experienced increased costs (medical, housing, utilities) during the pandemic that limited my career or educational advancement.

SECTION D: Acknowledgement and Certification

I acknowledge that submitting this Assessment form does not guarantee approval or receipt of tuition assistance under the UPSKILL Kissimmee program. Participation is subject to eligibility and available funding.

I hereby certify that the information provided in this Assessment form is true, complete, and accurate to the best of my knowledge. I understand that this information is being used to determine my eligibility for tuition assistance under a program intended to support individuals negatively impacted by the COVID-19 pandemic. I acknowledge that providing false or misleading information may result in disqualification from the program and/or the requirement to repay any assistance received. I agree to provide supporting documentation upon request to verify the information submitted in this form.

Signature: _____

Date: _____

Printed Name: _____

ITEM 7.C

Reclassification of Funding Sources

Request

Request to reclass Charter School proceeds to the Convention Center Project and designate Series 2024A Proceeds to the Road Paving Project.

Explanation

In October 2024, the City secured Series 2024A bond financing and allocated \$10 million for its civic center renovation (Convention Center Project). Subsequently, 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. After holding a duly noticed public meeting on July 1, 2025 where the revised unsolicited proposals were presented and affected public entities and members of the public provided input, the City Commission unanimously directed City staff to proceed with the revised proposal submitted by Azure Hotel International, Inc.

After negotiations, the City Commission approved the Master Development Agreement for Azure Hotel International, Inc. on August 19, 2025. Due to the nature of the lease-back arrangement of the Agreement, the City's Bond and Tax Counsel advised the funding sources to be swapped to remain within the tax-exempt parameters of the Series 2024A bond proceeds.

In previous workshops, the City Commission designated Charter School sale proceeds to road paving. It was determined that the best solution would be to designate the \$10 million from the Charter School sale proceeds to the civic center project and to allocate the Series 2024A proceeds to the road paving project.

Recommendation

Staff requests Commission approval to swap the funding sources for the Convention Center and Road Paving Projects.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

None

ITEM 7.D

Armored Vehicle Purchase from Lenco

Request

Approval to make an advanced purchase of a new armored vehicle in FY25/26 (Contract #20250350).

Explanation

The City of Kissimmee Police Department requests Commission authorization to purchase a Lenco BearCat for a total cost of \$420,370.00 as a scheduled addition to our fleet. Extensive research was done on armored vehicle options and then presented to executive staff within the Department. The Lenco BearCat was selected and approved as it best suits our needs and operational requirements.

Although this will be paid for in this fiscal year, it takes approximately eighteen (18) months to be manufactured and received by the Department. Procurement standards are met as Lenco is a sole source vendor and has a GSA contract (GS-07F-169DA).

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
01330736 506495	PD2519	Increase		\$160,185
01330730 509275		Decrease		\$160,185
01430746 506495	PD2519	Increase		\$260,185
01430730 509275		Decrease		\$260,185

Financial Summary:

The funding for this purchase will come from State and Federal Justice forfeiture funds. Purchasing this equipment outright provides cost savings to the City as opposed to leasing options and the service life is expected to exceed 10 years.

Recommendation

Staff recommends approval to purchase a Lenco BearCat Armored Vehicle using federal and state forfeiture funds. Staff also recommends the Mayor signs the acceptance of proposal section of the quotation.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

City of Kissimmee

Attachment(s):

1. (S) KILFL - Kissimmee Purchase Agreement and Quote - 8.20.25 (003)
2. Government Cooperative Contract List
3. Lenco Sole Source Specification
4. Lenco Sole Source Letter
5. Approval Memorandum from Chief Charles Broadway

**AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
LENCO INDUSTRIES, INC.**

THIS AGREEMENT is made ____ day of _____, 20__ by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “**City**” and **LENCO INDUSTRIES, INC.**, a Massachusetts Corporation, whose address is 10 Betnr Industrial Drive, Pittsfield, MA 01201, hereinafter “**Vendor**,” collectively hereinafter referred to as “**Parties**,” and each represents as follows:

WITNESSETH

WHEREAS, the City needs to purchase one (1) armored vehicle for the Kissimmee Police Department (hereinafter “**KPD**”), and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City’s Purchasing Manual allows the City to “purchase directly from Federal, State, County, School Board, or Utility Authority contracts or another city’s contracts and from cooperative purchasing agreements;” and

WHEREAS, Pursuant to a competitive bidding and selection process, the U.S. General Services Administration awarded Contract No. GS-07F-169DA to Vendor on August 22, 2016 (hereinafter the “**Master Contract**”); and

WHEREAS, the Master Contract allows other governmental agencies to make purchases in accordance with the Master Contract and Vendor consents to purchase of one (1) armored vehicle as further described in this Agreement which is attached hereto and incorporated herein, according to the terms of the Master Agreement; and

WHEREAS, City has determined that the specifications in the solicitation by the U.S. General Services Administration are similar in nature to the one (1) armored vehicle needed by the City, and therefore it is economically advantageous and in the best interest of the City to enter into a cooperative purchase contract with Vendor; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- 2. THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Master Agreement, which is incorporated herein by reference, Vendor’s Quotation # 110359 (hereinafter “**Quote**”), which is attached hereto as Exhibit A, a Human Traffick

Affidavit, which is attached hereto as Exhibit B, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, and Exhibit B in that order.

Upon execution of this Agreement, all references made to the "GSA," United States," or "Government" in Exhibit A will be interpreted as pertaining to the City of Kissimmee and City of Kissimmee Commissioners, all references made to "Bidder," "Offeror," "Contractor," or "Vendor" in Exhibit A will be interpreted as pertaining to Vendor and all terms and conditions of Exhibit A not inconsistent with this Agreement, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the words "GSA," United States," or "Government" appear, they will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners" and wherever the word "Bidder," "Offeror," "Contractor," or "Vendor" appears, it will be read as "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution of both parties and continue through August 22, 2026, the date of expiration of the Master Agreement. If the Master Agreement is extended, this Agreement shall be so extended.
4. **ORDER.** Vendor agrees to provide the one (1) armored vehicle as further defined on the Quote to the City.
5. **PAYMENT.** Upon review and approval of Vendor's invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the City's receipt of the invoice.
6. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
7. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor.
8. **NOTICE.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

**City of Kissimmee
Charles Broadway
Chief
Kissimmee Police Department
8 N. Stewart Avenue
Kissimmee, FL 34741**

- 9. PUBLIC RECORDS.** The Vendor 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 Vendor shall keep and maintain public records required by the City to perform the service.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

- a. If the City's Custodian of Records requests records from the Vendor, the Vendor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- c. Upon completion of the contract, the Vendor shall transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

- d. Upon notice to the Vendor of a request to inspect or copy public records relating to a City's contract for services, the Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Vendor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- f. A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

10. FOREIGN GIFTS AND CONTRACTS. Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

11. HUMAN TRAFFICKING. Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

12. SCRUTINIZED COMPANIES LIST. By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

13. E-VERIFY. In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

- 14. 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 contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- 15. DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 16. PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.
- 17. FOREIGN COUNTRY OF CONCERN.** Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.
- 18. ENTIRE AGREEMENT.** This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed:

LENCO INDUSTRIES, INC.

Signed: _____

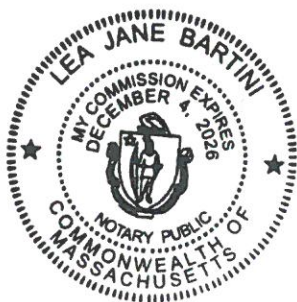
Print name: Rob Weisberger

Title: Contracting Specialist

Date: 8/20/25

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 20th day of August, 2025, by means of ☒ physical presence or ☐ online notarization, by Rob Weisberger as Contracting Specialist of Lenco Industries, Inc., who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.



Lea Jane Bartini
Notary Public

CITY OF KISSIMMEE

Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
QUOTE



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 110359

Customer Code: KILFL

Quotation Date: 07/29/25

Lenco Tax ID#: 04-2719777

Page #: 1 of 2

Bill To

Kissimmee Police Department
8N Stewart Ave
Kissimmee, FL 34741 USA

Ship To

Kissimmee Police Department
8N Stewart Ave
Kissimmee, FL 34741 USA

Payment Terms	Shipping Terms	Ship Via
Net 30 Days	FOB: Destination	Common Carrier
Estimated Completion	Lenco Contact	Inspection & Acceptance
18 Months (+ or -) ARO	Daniel Besemer	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	4122			
Lenco BearCat	BC55003-BASE	1	\$264,310.00	\$264,310.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Exterior Paint Color: Lusterless Black	LUSTERLESS_BLACK	1		
G3 Pro Package	G3PRO	1	\$123,155.00	\$123,155.00
Package Discount	DISC	1	-\$15,000.00	-\$15,000.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1		
4-Door Configuration	BC4DR	1		
(1) 7" Vertical GunPort Upgrade	BCGP7	8		
360 Camera System	BC360DEG	1		
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1		
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1		
Draco Prep Package	BCDRACOPREP	1		
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1		
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2		
High Intensity Driving Lights in Front Bumper	BCHIDL	1		
Fender Intersection Lights	BCFIL	1		
IR Take Down Light (Bumper Mounted)	BCTDL-IR	1		
AC-DC Power Inverter w/ Auto Eject	BCINV2000	1		
Armored Oil Pan Guard	BCAOPG	1		
Intercom System Inside to Outside	BCINT	1		
Weapons Mount	BCWMT	6		
Door Pivoting Ram Head	BCDPRH	1	\$1,880.00	\$1,880.00
Police Cupola w/ Glass & Barn Doors	BCPCUPOLA	1	\$33,585.00	\$33,585.00
Ballistic Skip Round Shield	BCBSRS	2	\$2,820.00	\$5,640.00
Configuration Subtotal:				\$413,570.00
Lenco BearCat	G3PRO	1	\$413,570.00	\$413,570.00
Freight Out - SWAT	FREIGHTOUT-VEHICLE	1	\$6,800.00	\$6,800.00
Net Total				\$420,370.00



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 110359

Customer Code: KILFL

Quotation Date: 07/29/25

Lenco Tax ID#: 04-2719777

Page #: 2 of 2

Notes:

GSA Federal Acquisition Service - Multiple Award Schedule

Contract Number: GS-07F-169DA

Current Option Period End Date: August 22, 2026

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized

Signature: _____

Please sign and return

Authorized

Signature: Daniel Besemer

Daniel Besemer

Thank you

EXHIBIT B
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.](#)

Lenco Industries, Inc. 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: Rob Weisberger

Title of Contractor's Authorized Representative: Contracting Specialist

Signature of Contractor's Authorized Representative: Robert A
Weisberger:A01094E0000
0172EC8D10ED0001D40
D

Digitally signed by Robert A
Weisberger:A01094E00000172E
C8D10ED0001D40D
Date: 2025.08.20 16:44:01 -04'00'

Date: 8/20/25



Cooperative Purchasing Contracts

Lenco Direct Cooperative Contracts

1. GSA Federal Acquisition Service – Multiple Award Schedule

Contract Number: GS-07F-169DA

Current Option Period End Date: August 22, 2026

Important Links:

[Lenco GSA eLibrary Link](#)

[1122 Program Link](#)

2. H-GAC – Ambulances, EMS, and Other Special Service Vehicles

Contract Number: AM10-23

Current Option Period End Date: September 30, 2027

Important Links:

[HGACBuy Contract Link](#)

3. North Carolina Sheriff's Association (NCSA) – Fire/EMS/Law Enforcement Specialty Vehicles

Contract Number: 25-05-0521

Current Option Period End Date: June 17, 2026

Important Links:

[NCSA Contract Link](#)

4. Howard County, MD Office of Procurement and Contract Administration – New Vehicles, Class 1 – 7

Contract Number: 4400004548

Current Option Period End Date: June 30, 2026

Important Links:

[Howard County, MD Current Awards and Contracts Link](#)

[Current Contracts Link](#)

5. State of Iowa – Specialty Vehicles: Armored Rescue Vehicle

Contract Number: 005-RFB-0437-2023 / 23202A

Current Option Period End Date: August 31, 2025

Important Links:

[Iowa Department of Administrative Services Link](#)

Designer and Manufacturer of Tactical Armored Security Vehicles

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www.LencoArmor.com · e-mail: Info@LencoArmor.com

Lenco Reseller Cooperative Contracts

(Call for details.)

6. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008468

Current Option Period End Date: September 30, 2025

Lead Agency: County of Fairfax, Virginia

Lead Contractor: Safeware, Inc.

Important Links:

[US Communities / OMNIA Partners Contract Link](#)

7. Sourcewell – Public Procurement Cooperative Purchasing: Public Safety and Emergency Management

Contract Number: 080922-SAF

Current Option Period End Date: October 7, 2027

Lead Contractor: Safeware, Inc.

Important Links:

[Sourcewell Public Safety and Emergency Management Contract](#)

8. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008495

Current Option Period End Date: September 30, 2025

Lead Agency: County of Fairfax, Virginia

Lead Contractor: Mallory Safety and Supply, LLC

Important Links:

[US Communities / OMNIA Partners Mallory Contract Link](#)

9. New Jersey Cooperative Purchasing Alliance (Bergen County Co-Op) – Catalog / SWAT Equipment

Contract Number: Master Contract Number CK04 BC-Bid-#24-62 (COOP)

Current Option Period End Date: December 3, 2026

Lead Agency: County of Bergen, NJ

Lead Contractors: Tomahawk Strategic Solutions

Important Links:

[Bergen County Co-Op Contract Link](#)

10. TIPS - The Interlocal Purchasing System

Contract Number: 240901 (Transportation Vehicles)

Current Option Period End Date: November 30, 2027

Important Links:

[TIPS - The Interlocal Purchasing System](#)

11. TX SmartBuy - Vehicle 5501

Contract Number: 070-M1 / IFB 304T-23T070A1

Current Option Period End Date: November 30, 2025

Important Links:

[TX SmartBuy Contracts Link](#)

June 18, 2025

Designer and Manufacturer of Tactical Armored Security Vehicles

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www.LencoArmor.com · e-mail: Info@LencoArmor.com



Protecting Our Nation's Defenders™

SOLE SOURCE SPECIFICATIONS

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: July 10, 2025

RE: Sole Source Specifications for the Lenco BearCat

Lenco BearCat Key Features, Testing and Certifications

Armor Protection

- Armor Panels constructed of Certified Mil-Spec Steel
- Vertical Armor Panels are .50 inch thick, one-piece solid construction from the front of the vehicle to the rear of the vehicle
- Gunports and all surrounding armor protection, including backup armor, is .50 inch thick.
- Proprietary welding technique utilized in sidewall, floor and roof construction
- Armored hood, radiator protection, fuel tank, exterior lighting armor backup, inner fender armor, door and window pocket armor backup
- Department of the Army, U.S. Army Aberdeen Test Center – Ballistic Certification for armor plate used in every BearCat manufactured
- Independent Third-Party Testing to the following threats / ballistic standards: EN 1063 BR7, NIJ IV, STANAG 4569 Level 2, .50 CAL M2 Multi-Hit, .50 CAL M33 Multi-Hit, DM51x2 Hand Grenades, DM31 Anti-Personnel Mine, M67x2 Hand Grenades, 20mm FSP, V50 (BL) P Ballistic Test

Mobility & Automotive Safety

- 126" – 135" Wheelbase
- Custom-tuned suspension, including shocks, springs, bump stops, front and rear sway bars, track bar and radius arms
- Proprietary OEM Frame-to-Body construction
- Department of the Army, U.S. Army Aberdeen Test Center, Aberdeen Proving Grounds – Automotive Performance Testing to the following standards:
 - Test Operating Procedures (TOP)
 - North Atlantic Treating Organization (NATO) Reference Mobility Model (NRMM)

Designer and Manufacturer of Tactical Armored Security Vehicles

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www.LencoArmor.com · e-mail: Info@LencoArmor.com

- NATO Allied Vehicle Testing Publication (AVTP)
 - Society of Automotive Engineers (SAE)
- Human Factors Integration - Safety Assessment Review (SAR)
 - Fort Knox, KY
 - Fort Belvoir, VA
- National Highway Transportation Safety Administration (NHTSA), Office of Vehicle Safety Compliance (OVSC), Federal Motor Vehicle Safety Standards (FMVSS) Compliance Testing
 - Center of Gravity Test
 - FMVSS 105 – Hydraulic Brake Test
 - FMVSS 206 – Door Locks and Door Retention Test
 - FMVSS 207 – Seating Systems
 - FMVSS 210 – Seat Belt Anchorages
 - FMVSS 302 – Flammability of Interior Components
- National Tactical Officers Association (NTOA), Member Tested and Recommended Certification
 - 2003 Certification
 - 2020 Re-Certification
- U.S. Air Force Air Transportability Test Loading Activity (ATTLA) – Air Transportation Certification
 - Lockheed C-5 Galaxy
 - Boeing C-17 Globemaster III
 - Lockheed C-130 Hercules

Tactical Features

- Patented, zero gravity counter balanced & rotating roof hatch system
- Height-adjustable gunner stand with removable / serviceable design - *US Patent No. 11,561,060 B1*, granted to Lenco on 01/24/2023
- Automatic Door Lock-Out (side doors) with single tap release
- Welded Running Boards rated to hold 3,000 lbs. at each side & 2,500 lbs. on rear
- Occupant situational awareness
- 390 square feet of interior space
- 2-Piece Bumper-integrated hydraulic entry bars with attachments for Audio / Video, Chemical Deployment, and Water Deployment
- Roof Mounted Water Nozzle with internal joystick controls
- Bumper Mounted Water Nozzle with internal joystick controls
- Vehicle-Integrated On-Board SCBA System
- Tactical EMS interior layout, workstation, medical cabinet, oxygen storage and trauma lighting
- 68 Gallon Single Fuel Cell
- 40" Water Fording Package with Independent 3rd Party Testing

Service, Reliability & Interoperability

- Commercial Chassis common to government fleet
- Commercial Chassis Warranty and Service history at nearly 160+ Authorized Ford Service Centers across the United States

Designer and Manufacturer of Tactical Armored Security Vehicles

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www.LencoArmor.com · e-mail: Info@LencoArmor.com

- Ford OEM Warranty
- 3 Year Lenco Warranty
- Operational and Support Cost: Average cost of \$558 USD per 10,000 miles of operation
- Reliability, Availability and Maintainability (RAM): 24,906 mean miles between repair, 1.3 hours mean time to repair and 98% operational readiness
- Interoperability with hundreds of federal, state and local law enforcement agencies across the United States; reduces training cost and limits response time in joint operations
- Lenco Refurbishment Program – (4) individual ‘Schedules’ of refurbishment work that address Ford chassis components, Lenco components, paint and upgrades.
- Lenco Trade-In Program – End-of-Life vehicles can be traded-in to Lenco for value against the acquisition of a new or used model vehicle.

Designer and Manufacturer of Tactical Armored Security Vehicles

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www.LencoArmor.com • e-mail: Info@LencoArmor.com



SOLE SOURCE LETTER

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: July 10, 2025

RE: Sole Source Letter for the Lenco BearCat

To Whom It May Concern:

This letter confirms that Lenco Industries Inc. (d/b/a Lenco Armored Vehicles), as designer and manufacturer, is the **Sole Source** provider of the following products in the United States and internationally:

- **Lenco BEAR®**
- **Lenco BearCat®**
- **Lenco BombCat®**
- **Lenco MedCat™**
- **Lenco FireCat™**

Additionally, these Lenco products, their specifications, manufacturing techniques and marketing materials are proprietary and are protected by copyrights, trademarks, service marks, patents, nondisclosure agreements, noncompete agreements and exclusive supply agreements; in whole or in part.

There are no other items or products available that offer identical functionality or performance characteristics, and Lenco determines the prices for the above-named products to be fair and reasonable because of pre-competed federal and state supply schedules controlled by exclusive distribution.

Federal Acquisition Regulation (FAR) Part 6.302-1 – “Only one responsible source and no other supplies or services will satisfy agency requirements” is the statutory authority permitting this Sole Source government procurement.

Further, the Code of Federal Regulations (CFR) Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards establishes government-wide requirements for federal grants and cooperative agreements. Under the Uniform Guidance, a non-Federal entity that receives a federal award must “provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.” *See* 2 C.F.R. § 200.322. If the non-Federal entity fails to do so, the federal awarding agency or pass-through entity may sanction a non-compliant recipient of funds.

In summary, Lenco Armored Vehicles, based in the United States, is the only manufacturer or authorized dealer of the Lenco BearCat, its variants or its equivalent.

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865
www.LencoArmor.com · e-mail: Info@LencoArmor.com

Kissimmee Police Department
Support Services Division – Supervisory Endorsement



Deputy Chief Christopher Succi
Administrative Services Bureau

☐ APPROVED
☒ RECOMMENDED

☐ NOT APPROVED
☐ NOT RECOMMENDED

Comments: _____

Date: 7/29/25

☐ APPROVED
☒ RECOMMENDED

☐ NOT APPROVED
☐ NOT RECOMMENDED

Comments: _____

Date: 7/30/25

☐ APPROVED
☒ RECOMMENDED

☐ NOT APPROVED
☐ NOT RECOMMENDED

Comments: using state and federal forfeiture funds for this purchase is legally approved.

Date: 8/14/25 Please sign the LETF certification form on the last page of this packet. was

☒ APPROVED
☐ RECOMMENDED

☐ NOT APPROVED
☐ NOT RECOMMENDED

Comments: _____

Date: 8.14.25



Curtis McGehee
Legal Advisor



Chief Charles Broadway
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

INTEROFFICE MEMORANDUM

July 29, 2025

TO: Chief Charles Broadway
Chief of Police

VIA: N/A

FROM: Captain Ian Downing
Support Services Division

SUBJECT: Armored Vehicle Purchase

In July of 2025, Lieutenant Christopher Breuer presented options and ultimately provided a recommendation to staff for a new armored vehicle. That recommendation was for a Lenco BearCat. Our current vehicle is still operational, but aged and requires frequent service.

To learn about the products available, Lieutenant Breuer conducted extensive research, even travelling to different agencies and trade shows to ensure we did our due diligence. Following the presentation, staff unanimously agreed the BearCat was the best fit for our agency. Lenco was founded in 1981, is considered of the highest quality and comes with beyond satisfactory customer service. Due to high demand, build time tends to be approximately 18 months, but Lieutenant Breuer has established a solid rapport with Lenco and expects to be kept up to date during the process.

I have spoken with the Finance/Procurement Department to confirm we have operated within procurement guidelines. In this case, Lenco is a sole source vendor and has a GSA contract (GS-07F-169DA), eliminating the need to obtain additional quotes. Finance has recommended the department utilize a combination of federal and state forfeiture money to fund this purchase.

Once your written approval is obtained, I will draft an agenda item.

Attached for your review:

- Quotation 110359 (\$420,370.00)
- Government Cooperative Contracts List
- Lenco Sole Source Specifications
- Lenco Sole Source Letter

Following City Commission approval, a purchase order will be generated.



CITY OF KISSIMMEE POLICE DEPARTMENT

INTEROFFICE MEMORANDUM

August 14, 2025

TO: Charles Broadway
Chief of Police

FROM: Curtis McGehee 
Police Legal Advisor

SUBJECT: **LETF and FAST Funds Certification for Purchase of Lenco BearCat Armored Vehicle**

You have indicated that KPD is seeking to use forfeiture monies from the LETF fund to assist in purchasing a Lenco BearCat Armored Vehicle (hereinafter "BearCat") for use by the Special Weapons and Tactics (SWAT) Team. KPD seeks to use Department of Justice (hereinafter "DOJ") federal asset sharing (FAST) funds for the remainder of the purchase of BearCat. The BearCat will replace KPD's existing armored vehicle, which is operational with frequent maintenance, but aging.

As counsel for KPD, I certify that this request for LETF funds complies with section 932.7055, Florida Statutes. These funds will be used for "other law enforcement purposes," specifically to purchase additional equipment to be used by KPD.

If you would like to request the City Commission to approve the use of LETF funds for this purpose, then please sign the attached form.

As counsel for KPD, I certify that this request for use of DOJ FAST funds complies with federal law. According to the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies dated March 2024 and prepared by the DOJ and the Department of the Treasury, FAST funds may be used for "law enforcement equipment" with vehicles being specifically listed as an example. Moreover, in an abundance of caution, I consulted the DOJ as to whether using FAST funds in this manner complies with agency guidelines and DOJ confirmed this expenditure was appropriate.

LAW ENFORCEMENT TRUST FUND CERTIFICATION

SUBJECT:

Use of LETF Funds to assist with the purchase of a Lenco BearCat armored vehicle. Such funds will be used to assist in the purchase of additional equipment to be used by the Department.

As counsel for KPD, I certify this request for LETF complies with section 932.7055, Florida Statutes.



Assistant City Attorney



Date

I certify this LETF request complies with section 932.7055, Florida Statutes.



Chief of Police



Date

Curtis Mcgehee

From: MLARS.ESProgram (CRM) <MLARS.ESProgram@usdoj.gov>
Sent: Thursday, August 14, 2025 10:59 AM
To: Curtis Mcgehee; MLARS.ESProgram (CRM)
Cc: Ian M. Downing; Pamela Lynch
Subject: RE: Question about proposed expenditure of DOJ forfeiture funds to assist in purchase of an armored vehicle

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

Good morning,

Armored vehicles are a permissible expense as law enforcement equipment under Section V.B.1.d. of the *Guide*. Purchases may be funded via a combination of Justice shared funds and other funding sources. Please ensure all jurisdiction procurement and approval policies are followed and vendors for qualified purchases must be registered and in good standing with the system for award management (sam.gov).

Regards,

Equitable Sharing Program
U.S. Department of Justice
Money Laundering and Asset Recovery Section
www.justice.gov/criminal-mlars/equitable-sharing-program

From: Curtis Mcgehee <CURTIS.MCGEHEE@kissimmee.gov>
Sent: Thursday, August 14, 2025 10:41 AM
To: MLARS.ESProgram (CRM) <MLARS.ESProgram@CRM.USDOJ.GOV>
Cc: Ian M. Downing <IAN.DOWNING@kissimmee.gov>; Pamela Lynch <PAMELA.LYNCH@kissimmee.gov>
Subject: [EXTERNAL] Question about proposed expenditure of DOJ forfeiture funds to assist in purchase of an armored vehicle

Good morning:

Could you please provide guidance as to whether using DOJ forfeiture funds in the following manner is permissible?

The Kissimmee Police Department is seeking to purchase a Lenco BearCat Armored Vehicle (hereinafter "Vehicle") in the amount of \$420,370.00 using a combination of state and DOJ forfeiture funds. The Vehicle will be used by the Special Weapons and Tactics (SWAT) Team and will replace an existing armored vehicle, which is operational with frequent maintenance, but aging.

Based upon the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, I think this use of funds is permissible as "law enforcement equipment" as vehicles are specifically listed as an example of "law enforcement equipment," but out of an abundance of caution would like to verify this with DOJ first.

ITEM 7.E

Acceptance of the State Housing Initiatives Partnership Funding for Fiscal Year 2025-2026

Request

Acceptance of the State Housing Initiatives Partnership (SHIP) Program annual funding in the amount of \$595,832 (Grant # SHIP25).

Explanation

The City of Kissimmee has been allocated \$592,832 by the Florida Housing Finance Corporation to support the State Housing Initiatives Partnership (SHIP) Program. These funds are governed by the City's Local Housing Assistance Plan (LHAP) for fiscal years 2025–2028. All allocated funds must be expended by the deadline of June 30, 2028.

Recommendation

Acceptance of the State Housing Initiatives Partnership (SHIP) Program annual funding in the amount of \$595,832 (Grant # SHIP25).

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Development Services

Presenter:

Attachment(s):

1. 2025-2026 SHIP allocation
2. SHIP25-26_ad7.17.25

SHIP 2025-2026

\$ 163,800,000

Local Government	County Total	County Share/ City Share
ALACHUA	2,070,446	1,021,558
Gainesville		1,048,888
BAKER	350,000	350,000
BAY	1,369,634	1,104,884
Panama City		264,750
BRADFORD	350,000	350,000
BREVARD	4,554,640	2,466,337
Cocoa		147,115
Melbourne		612,144
Palm Bay		976,970
Titusville		352,074
BROWARD	13,813,174	2,464,270
Coconut Creek		401,963
Coral Springs		942,058
Davie		748,674
Deerfield Beach		609,161
Fort Lauderdale		1,321,921
Hollywood		1,080,190
Lauderhill		520,757
Margate		407,489
Miramar		972,447
Pembroke Pines		1,190,696
Plantation		686,515
Pompano Beach		799,783
Sunrise		682,371
Tamarac		509,706
Weston		475,173
CALHOUN	350,000	350,000
CHARLOTTE	1,477,475	1,334,160
Punta Gorda		143,315
CITRUS	1,167,509	1,167,509
CLAY	1,661,652	1,661,652
COLLIER	2,852,061	2,716,588
Naples		135,473
COLUMBIA	511,604	511,604
DE SOTO	350,000	350,000
DIXIE	350,000	350,000
DUVAL	7,411,733	7,411,733
ESCAMBIA	2,353,452	1,967,486
Pensacola		385,966
FLAGLER	956,372	211,263
Palm Coast		745,109
FRANKLIN	350,000	350,000

SHIP allocation based on SB 2500 as passed by the Legislature, includes Catalyst proviso and DR holdback at current levels

Local Government	County Total	County Share/ City Share
GADSDEN	350,000	350,000
GILCHRIST	350,000	350,000
GLADES	350,000	350,000
GULF	350,000	350,000
HAMILTON	350,000	350,000
HARDEE	350,000	350,000
HENDRY	350,000	350,000
HERNANDO	1,468,462	1,468,462
HIGHLANDS	745,235	745,235
HILLSBOROUGH	10,879,745	8,024,900
Tampa		2,854,845
HOLMES	350,000	350,000
INDIAN RIVER	1,203,404	1,203,404
JACKSON	358,934	358,934
JEFFERSON	350,000	350,000
LAFAYETTE	350,000	350,000
LAKE	3,018,291	3,018,291
LEE	5,767,543	3,528,583
Cape Coral		1,535,897
Fort Myers		703,063
LEON	2,110,887	698,493
Tallahassee		1,412,394
LEVY	354,467	354,467
LIBERTY	350,000	350,000
MADISON	350,000	350,000
MANATEE	3,184,521	2,782,634
Bradenton		401,887
MARION	2,928,476	2,442,935
Ocala		485,541
MARTIN	1,163,042	1,163,042
MIAMI-DADE	12,375,019	7,734,387
Hialeah		1,028,364
Homestead		374,963
Miami		2,083,953
Miami Beach		371,251
Miami Gardens		514,801
North Miami		267,300
MONROE	605,966	605,966
NASSAU	731,755	731,755
OKALOOSA	1,553,810	1,196,745
Crestview		209,298
Fort Walton Beach		147,767
OKEECHOBEE	350,000	350,000

Local Government	County Total	County Share/ City Share
ORANGE	10,533,806	8,198,461
Orlando		2,335,345
OSCEOLA	3,157,560	2,100,093
Kissimmee		595,832
St. Cloud		461,635
PALM BEACH	10,780,917	7,725,605
Boca Raton		700,760
Boynton Beach		574,623
Delray Beach		474,360
Wellington		431,237
West Palm Beach		874,332
PASCO	4,415,371	4,415,371
PINELLAS	6,769,308	3,497,701
Clearwater		825,856
Largo		584,868
St. Petersburg		1,860,883
POLK	5,763,076	4,495,775
Lakeland		863,309
Winter Haven		403,992
PUTNAM	538,565	538,565
ST. JOHNS	2,313,011	2,313,011
ST. LUCIE	2,703,858	567,270
Fort Pierce		356,368
Port St. Lucie		1,780,220
SANTA ROSA	1,454,982	1,454,982
SARASOTA	3,346,204	2,941,313
Sarasota		404,891
SEMINOLE	3,445,033	3,445,033
SUMTER	1,095,641	1,095,641
SUWANNEE	354,467	354,467
TAYLOR	350,000	350,000
UNION	350,000	350,000
VOLUSIA	4,145,846	2,868,511
Daytona Beach		592,027
Deltona		685,308
WAKULLA	350,000	350,000
WALTON	619,446	619,446
WASHINGTON	350,000	350,000
TOTAL	158,136,400	158,136,400
DR Holdback		5,000,000
Catalyst Program		663,600
Total appropriation		163,800,000

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Let's review your strategy.



Kenton Scott, CFP®

Financial Advisor

4115 Neptune Rd
St. Cloud, FL 34769
(407) 498-0147

For more news, visit [aroundosceola.com](https://www.aroundosceola.com)

MAGIC RESERVE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025/2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors (“Board”) for the Magic Reserve Community Development District (“District”) will hold the following two public hearings and a regular meeting:

DATE: August 4, 2025

TIME: 10:00 a.m.

LOCATION: Magic Village Views
7430 Brooklyn Dr
Kissimmee, FL 34747

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”). The second public hearing is being held pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments (“**O&M Assessments**”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025/2026; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District’s general administrative, operations, and maintenance budget. Pursuant to Section 170.07, *Florida Statutes*, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	EAU Factor	Proposed O&M Assessment (including collection costs / early payment discounts)
Townhomes	195	1.0	\$3,068.90

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Osceola County (“County”) may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2025/2026.

For Fiscal Year 2025/2026, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2025. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900 (“**District Manager’s Office**”), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members 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 forty-eight (48) hours 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.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager’s Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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



STERNS

Continued from Page 1

found no newspapers.)

The defense previously filed a motion to close all pre-trial proceedings, which was denied. Carsten noted Monday he recognized both the rights to an open press and a fair trial.

The state noted Monday it will utilize a monitor on a cart and a whiteboard to show evidence to the jury, and position it such that only the jury, defense and judge on request should be able to see it in the courtroom.

This is the first of two trials Sterns faces. He will be tried on 60 charges that he sexually abused Soto, the daughter of his then-girlfriend, in the years before her 2024 death. He is also set to stand trial for Soto’s murder, currently scheduled for

ST. CLOUD POLICE

Continued from Page 1

Two very impactful programs of the department, reinforced among all sworn police officers on the force and 911 dispatchers, are Senior Watch and the Persons with Disability Registry.

Senior Watch is focused on residents aged 60 and older who primarily live alone, with no family in the area, and might not leave their homes regularly. Officers can visit seniors at their homes, understand any health issues they might have, ensure they are getting along all right, and are safe from exploitation and fraud.

“The most challenging needs for victims are longer-term housing, reliable transportation, and immediate financial help.”

NICOLE SEGARRA
Victim Advocate

The Persons with Disabilities Registry enables residents and their family members to identify individuals who might need special consideration in the event of an emergency or during calls for police service. The aim is to identify those individuals beforehand who might have limited capability to communicate effectively with first responders.

Hand-in-hand with both programs is the Guardian Lockbox Program which enables first responders to assist individuals with limited or no mobility. Also available to residents, through the Osceola County Sheriff’s Office is Project Lifesaver, for “at risk

Nicole Segarra, Victim Advocate with the St. Cloud Police Department, along with “George,” speaking at a recent meeting of the Seeds of Hope in St. Cloud. (Photo/Terry Lloyd)

“individuals who are prone to life-threatening behavior of wandering.

While not part of the Community Engagement Team, the department’s Victim Advocate, Nicole Segarra, works with the team and other members of the department on a daily basis. She automatically responds when certain crimes occur, most often with her official therapy dog George, but also responds anytime officers contact her when they think she can help. She has been with the department for one year, coming over from the Osceola Sheriff’s Office.

“George can really help put victims at ease, especially children,” said Segarra.

In her role, Segarra sees the unmet needs of crime victims, and works with a number of community and faith-based agencies, such as Help Now and a Place for Grace, to obtain temporary shelter, food, clothing, transportation, and other needs.

“The most challenging needs for victims are longer-term housing, reliable transportation, and immediate financial help,” said Segarra.

For more information on the Community Engagement Team, see <https://bit.ly/3Io9fJk>.

OSCEOLA NEWS-GAZETTE

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CIRCULATION
VERIFICATION
COUNCIL

CITY OF KISSIMMEE

NOTICE OF FUNDING AVAILABILITY FOR FISCAL YEAR 2025-2026 STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

The City of Kissimmee was awarded State Housing Initiatives Partnership (SHIP) Program funds from the State of Florida in the amount of \$628,202 for Fiscal Year 2025-2026 to provide affordable housing assistance to households residing within the City of Kissimmee.

The funds will be allocated to the following eligible programs:

Programs	Maximum Award per Unit	Who is eligible to apply
Owner Occupied Rehabilitation Program – includes Roof Replacement and Demolition and Reconstruction Program	\$350,000	Assistance is available to very low and low income owner occupied households.
Foreclosure Prevention	\$16,000	Assistance is available to very low and low income owner occupied households.
Rental Development	\$75,000/per project	Assistance is available to developers of rental housing for very low and low income households.
Financial Assistance Program – includes Security and/or Utility Deposits, and Eviction Prevention	\$5,000	Assistance is available to very low and low income households.

The City of Kissimmee may also use funds for a Disaster Relief Program. Following a disaster as declared by the President or the Governor of the State, funds may be allocated to provide assistance for emergency supplies, tree/debris removal, and insurance deductible. In the event of a disaster, the City will advertise ways to access these funds.

SHIP funds will be available starting August 18, 2025.

The amount budgeted for each program depends on the demand for the services. Assistance will be provided on a first qualified, first served basis with priorities to households who are very low income with special needs. Applications will be distributed until all of the funding has been spent.

Please contact Frances De Jesus, Housing and Community Development Manager at (407) 518-2156 or by e-mail Frances.DeJesus@kissimmee.gov if you would like to apply to any of these programs or would like to place your name of the waiting list for the Owner Occupied Housing Rehabilitation Program. You may find additional information on the City’s Housing and Community Development Division website: <https://www.kissimmee.gov/departments/development-services/housing-community-development>.

It is unlawful to discriminate on the basis of race, color, religion, sex, disability, familial status, or national origin. If any accommodations are needed for persons with disabilities, please contact the City of Kissimmee City Clerk’s office at (407) 518-2308.

FAIR HOUSING/EQUAL OPPORTUNITY JURISDICTION

071725.ONG

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ITEM 7.F

Change Order #2 to Increase the Funding Amount and Extend the Completion Deadline for the Rehabilitation of 814 Robinson Street

Request

Approve Change Order #2, contract number #20240039, increasing the funding amount and extending the completion date for the rehabilitation of 814 Robinson Street.

Explanation

This project was originally approved by the City Commission on November 19, 2024. Since that time, the Osceola Council on Aging—our designated partner overseeing the coordination of the rehabilitation—has submitted one prior change order which received approval.

The scope of work under Change Order #002 includes the following:

1. Replacement of two broken lead boots on two roof penetrations.
2. Replacement of the damaged flat roof located at the rear of the house.

This second change order increases the contract amount by \$7,950, bringing the new total to \$167,158.89, and extends the project completion deadline to August 30, 2025.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
112 25103 503434	SHIP2022 Rehab Construction String	Decrease	30,427.11	7,950.00

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant-funded project.

Recommendation

Approve Change Order #2 increasing the funding amount and extending the completion date for the rehabilitation of 814 Robinson Street.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

City of Kissimmee

Attachment(s):

1. Change Order #002 - 814 Robinson

EXHIBIT E
CHANGE ORDER # 002

OWNER NAME	Belinda Slade
PROPERTY ADDRESS	814 Robinson St
CONTRACTOR NAME	OSCEOLA COUNTY COUNCIL ON AGING INC.

The Contract for Rehabilitation Work entered into on NOVEMBER 19, 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.	Replace two broken lead boots on two roof penetrations.	850.00
2.	Replace flat roof at rear of house.	7,100.00
3.		
TOTAL CHANGE ORDER AMOUNT		7,950.00

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$ 7,950.00 for a new total of \$ 167,158.89

The work completion deadline is 11/28/24. The deadline is: ☒ extended to 08/30/2025 ☐ not extended

Chuck Berk 03/10/2025
Contractor Signature Date

Belinda Slade 8/8/2025
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

DETAIL: Total Roof Services (TRS) replace two broken lead boots on two roof penetrations to restore proper waterproofing and prevent potential leaks.

Total Roof Services (TRS) will replace the flat roof located at the rear of the house. As part of the scope, TRS will remove the existing roofing system and replace weakened structural framing and roof decking in the mentioned area to ensure proper support and integrity. Once structural replacement is complete, TRS will install a new flat roof system using high-quality, industry-standard materials and installation methods to provide long-term protection and performance. All work will be performed in accordance with local building codes and manufacturer specifications.

Not To Exceed (NTE) Pre-Authorization

This authorization is for Total Roof Services to inspect our roof and perform repairs if repairs can be performed based on labor rate of \$120/man hr (time) and material costs when combined do not exceed the preauthorized amount listed.

Not To Exceed

Authorized: _____ Date: _____

Emergency Repairs

This authorization is for Total Roof Services to perform emergency temporary repairs which may include installation of tarps, synthetic underlayment, coatings, asphalts, etc. and are not intended as a long term solution to existing roof issue.

Emergency Repair

Authorized: _____ Date: _____

Full Repair Scope

PROJECT TYPE: Residential
ROOF TYPE: Shingle Roof
MANF. / PRODUCT / COLOR: Charcoal

Field Repairs

Area 1: 1' x 1'
Area 2: 1' x 1'
Area 3:
Area 4:
Area 5:
Area 6:

Valley

Area 1:
Area 2:
Area 3:
Area 4:
Area 5:
Area 6:

Hip & Ridge

Area 1:
Area 2:
Area 3:
Area 4:
Area 5:
Area 6:

Penetrations / Flashings

2'x2' Skylight:
2'x4' Skylight:
Custom Skylight:
Solar Tube 10":
Solar Tube 12":
Solar Tube 15":
Lead Boot 1.5":
Lead Boot 2":
Lead Boot 3":
Lead Boot 4":
Lead Boot 5":
Gooseneck 4":
Gooseneck 10":
Off Ridge Vent:
Ridge Vent: '
Drip Edge: '
Wall Flashing: '
Curb Flashing: '
Coping Cap: '
Counter Flashing: '

Notes:

TRS replaced two broken lead boots on two roof penetrations to restore proper waterproofing and prevent potential leaks.

Contract Amount

\$850.00

Authorized: _____ Date: _____

4225 Daubert Street Orlando FL 32803

BONDED | LICENSED | INSURED

Not To Exceed (NTE) Pre-Authorization

This authorization is for Total Roof Services to inspect our roof and perform repairs if repairs can be performed based on labor rate of \$120/man hr (time) and material costs when combined do not exceed the preauthorized amount listed.

Not To Exceed

Authorized: _____ Date: _____

Emergency Repairs

This authorization is for Total Roof Services to perform emergency temporary repairs which may include installation of tarps, synthetic underlayment, coatings, asphalts, etc. and are not intended as a long term solution to existing roof issue.

Emergency Repair

Authorized: _____ Date: _____

Full Repair Scope

PROJECT TYPE: Residential
ROOF TYPE: Low Slope Modified Bitumen Roof
MANF. / PRODUCT / COLOR: Black

Field Repairs

Area 1: 10' x 25'
Area 2:
Area 3:
Area 4:
Area 5:
Area 6:

Valley

Area 1:
Area 2:
Area 3:
Area 4:
Area 5:
Area 6:

Hip & Ridge

Area 1:
Area 2:
Area 3:
Area 4:
Area 5:
Area 6:

Penetrations / Flashings

2'x2' Skylight:
2'x4' Skylight:
Custom Skylight:
Solar Tube 10":
Solar Tube 12":
Solar Tube 15":
Lead Boot 1.5":
Lead Boot 2":
Lead Boot 3":
Lead Boot 4":
Lead Boot 5":
Gooseneck 4":
Gooseneck 10":
Off Ridge Vent:
Ridge Vent: '
Drip Edge: '
Wall Flashing: '
Curb Flashing: '
Coping Cap: '
Counter Flashing: '

Notes:

Total Roof Services (TRS) will replace the flat roof located at the rear of the house. As part of the scope, TRS will remove the existing roofing system and replace weakened structural framing and roof decking in the mentioned area to ensure proper support and integrity. Once structural replacement is complete, TRS will install a new flat roof system using high-quality, industry-standard materials and installation methods to provide long-term protection and performance. All work will be performed in accordance with local building codes and manufacturer specifications.

Contract Amount

\$7,100.00

Authorized: _____ Date: _____

4225 Daubert Street Orlando FL 32803

BONDED | LICENSED | INSURED

Luis Medina

Total Roof Services

Aug 5, 2025 | 15 Photos

814 Robinson Ave.





Front of property.

Project: Belinda Slade
Date: Aug 1, 2025, 11:43 AM
Creator: Luis Medina



Affected roof area.

Project: Belinda Slade
Date: Aug 4, 2025, 12:20 PM
Creator: Luis Medina



Fascia and drip not properly attached to structure.

Project: Belinda Slade
Date: Aug 4, 2025, 12:20 PM
Creator: Luis Medina



Fascia and drip not properly attached to structure.

Project: Belinda Slade
Date: Aug 4, 2025, 12:20 PM
Creator: Luis Medina



Structure overview.

Project: Belinda Slade
Date: Aug 4, 2025, 1:37 PM
Creator: Luis Medina



Structure overview.

Project: Belinda Slade
Date: Aug 4, 2025, 1:37 PM
Creator: Luis Medina



2x Wood rotted.

Project: Belinda Slade
Date: Aug 4, 2025, 1:37 PM
Creator: Luis Medina



2x Wood rotted.

Project: Belinda Slade
Date: Aug 4, 2025, 1:37 PM
Creator: Luis Medina



2x Wood rotted.

Project: Belinda Slade
Date: Aug 4, 2025, 1:37 PM
Creator: Luis Medina



2x Wood rotted.

Project: Belinda Slade
Date: Aug 4, 2025, 1:37 PM
Creator: Luis Medina



2x Wood rotted.

Project: Belinda Slade
Date: Aug 4, 2025, 1:37 PM
Creator: Luis Medina



2x Wood rotted.

Project: Belinda Slade
Date: Aug 4, 2025, 1:38 PM
Creator: Luis Medina



2x Wood rotted.

Project: Belinda Slade
Date: Aug 4, 2025, 1:38 PM
Creator: Luis Medina



2x Wood rotted.

Project: Belinda Slade
Date: Aug 4, 2025, 1:38 PM
Creator: Luis Medina



2x Wood rotted.

Project: Belinda Slade
Date: Aug 4, 2025, 1:38 PM
Creator: Luis Medina

ITEM 7.G

Construction of Hill Street Sidewalk Extension Project

Request

Approval of Task Work Order No. 5 with American Persian Engineering, Inc. (APEC) (Contract #20240056) to complete the construction of the Hill Street Sidewalk Extension Project in the amount of \$233,448.12 from the Gas Tax Fund, and to authorize the City Manager or his designee to sign any additional documents or change orders needed.

Explanation

Having a goal to provide pedestrian accommodation along a section of West Hill Street, the City has engaged one of its continuous services consultants, APEC, to construct the sidewalk improvements. In addition to new sidewalks, improvements also include new driveway connections upgrades, crosswalk updates, and pavement markings.

The construction services will be provided by APEC, under the existing Milling, Resurfacing and Minor Concrete Work Continuous Services Contract in the amount of \$233,448.12.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10345656 506393	GT2506	Decrease	\$497,000	\$233,449

Financial Summary:

Adequate funds are available in the Gas Tax Fund.

Recommendation

Approval of Task Work Order No. 5 to APEC in the amount of \$233,448.12 for the construction of the Hill Street Sidewalk Extension Project, 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. Hill Street Proposal
 2. APEC signed work order Hill Street
- City of Kissimmee

3. Renewal APEC LLC.



David Gomez P.E. | Engineering Division Manager / Assistant City Engineer
City of Kissimmee | Public Works & Engineering Department
101 Church Street | Kissimmee, Florida 34741
Office: 407.518.2174 | Mobile: 407.595.7296
Email: david.gomez@kissimmee.gov

Date: 8/14/2025

Thank you for considering APEC implementing the Hill Street Sidewalk Project. We are pleased to submit the Revised proposal below for your consideration.

No.	Contract Pay Item #	FDOT Number	Pay Item Description	Unit	Qty	Unit Price	Price
1	5	104-18	Inlet Protection	EA	5	\$200.00	\$1,000.00
2	13	104-10-3	Sediment Barrier	LF	1036	\$5.00	\$5,180.00
3	14	110-1-1	Clearing and Grubbing	AC	0.26	\$3,000.00	\$780.00
4	15	-	Concrete Curb and Gutter Removal	LF	50	\$40.00	\$2,000.00
5	22	110-4-10	Removal of Existing Concrete	SY	155	\$25.00	\$3,875.00
6	25	120-1	Regular excavation	CY	87	\$50.00	\$4,350.00
7	31	120-6	Embankment	CY	137	\$50.00	\$6,850.00
8	76	-	Asphalt	TN	10	\$450.00	\$4,500.00
9	88	-	Utility box Adjustment	EA	5	\$400.00	\$2,000.00
10	102	520-1-4	Concrete Curb and Gutter Type D	LF	201	\$50.00	\$10,050.00
11	108	520-1-10	Concrete Curb and Gutter Type F	LF	110	\$50.00	\$5,500.00
12	121	522-1	Concrete sidewalk and Driveways 4"	SY	620	\$100.00	\$62,000.00
13	124	522-2	Concrete sidewalk and Driveways 6"	SY	162	\$120.00	\$19,440.00
14	135	527-2	Detectable Warnings	SF	107	\$50.00	\$5,350.00
15	136	570-1-2	Sodding (Bahia)	SY	460	\$30.00	\$13,800.00
16	143	700-1-500	Single Column Ground Sign , Relocate	EA	2	\$300.00	\$600.00
17	190	711-11-123	Thermoplastic 12" for Crosswalk	LF	300	\$18.00	\$5,400.00
18	NIC	120-4	Subsoil excavation	CY	103	\$31.70	\$3,265.10
19	NIC	110-7-1	Maibox, F&I Single	EA	4	\$400.00	\$1,600.00
20	NIC	-	Survey Layout (Asbuilt Red Lining only)	LS	1	\$3,000.00	\$3,000.00
21	NIC	110-23	Tree Removal (including Stump Grinding)	EA	5	\$6,800.00	\$34,000.00
Subtotal:							\$194,540.10
22	1	-	Mobilization	%	1	10	\$19,454.01
23	3	-	Maintenance of Traffic	%	1	10	\$19,454.01
Grand Total:							\$233,448.12

Sincerely

Arman Pourmirza
V.P
(407)619-7888



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #: 5

Purchase Order#:

DATE: 8/15/2025

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to American Persian Engineering LLC, with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

This Task Work Order is for the construction of a 5' concrete sidewalk with driveway connections within the south right of way Hill Street between Emory St. to the west and John Young Parkway to the east with a connection at Lincoln St. as per the provided plan set.

FORM OF COMPLETED DELIVERABLES:

Placement and installation of a five ft. concrete sidewalk with driveway connections, pavement markings, tree removal, utility adjustment, as per provided signed sealed plan set.

BASIS OF PAYMENT: Services shall be made on the basis of -Unit price- method in accordance with the Scope of Services, the total not to exceed - \$233,448.12- without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 130 calendar days from the receipt of the official Notice to Proceed from the City.

TASK		FEE
1) Inlet protection Ea. \$200	Ea. 5	\$1,000
2) Sediment Barrier L.F. \$5	1,306 LF.	\$5,180
3) Clearing and grubbing Ac. \$3,000	0.26 Ac	\$780
4) Removal of existing concrete SY \$25	SY. 155	\$3,875
5) Regular excavation CY \$50	CY. 87	\$4,350
6) Embankment Cy. \$50	CY. 137	\$6,850
7) Asphalt TN, \$450	Tn. 10	\$4,500
8) Utility Box adjustment ea. \$ 400	Ea. 5	\$2,000
9) Concrete curb and gutter type D Lf. \$50.	Lf. 201	\$10,050
10) Concrete curb and gutter type F Lf. \$50	Lf. 110	\$5,500
11) Concrete sidewalk and driveways 4" Sy. \$100	Sy. 620	\$62,000
12) Concrete sidewalk and driveway 6" \$120	Sy. 162	\$19,440
13) Detectable warning surface Sf. \$50	Sf. 107	\$5,350
14) Performance turf sod Sy. \$30	Sy 460	\$13,800
15) Thermoplastic 12" crosswalk Lf. \$18	Lf. 300	\$5,400
18) Concrete curb and gutter removal Lf. \$40	Lf. 50	\$2,000
19) Single column ground sign with assembly relocate \$300.0	Ea. 2	\$600
20) Mail box furnish install single Ea. \$400	Ea. 4	\$1,600
21) Survey lay out, red line as-built Ls. \$3,000	Ls. \$3,000	\$3,000
Tree removal with stump grinding Ea. \$6,800	Ea. 5	\$34,000
22) Sub soil excavation Cy. \$31.70	Cy. 103	\$3,265.10
24) Mobilization @ 10% (Sub total \$194540.01)	10%	\$19,454.01
25) Maintenance of traffic @ 10% (Sub total \$194540.01)	10%	\$19,454.01

Contract Dollars: \$ 233,448.12

NET Dollars for this Work Order/Addendum (Addition/Subtraction):

CONTRACT TOTAL DOLLARS: \$ 233,448.12

Accepted By: Mehrdad Vaziran
(Signature)

Requested By: Kevin T. Malone
(Signature)

Title/Position: CFO

Title/Position: Project Manager

Approved By: Ashley Willis
Director, PW&E (Signature)

**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

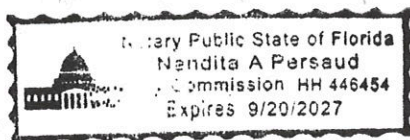
Date: 06/04/24

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 \$
						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		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

ACORD 25 (2016/03)

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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.H

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. September 2025 Asset Disposal

City of Kissimmee
Surplus Property Auction List
Sep-25 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PD466	2008 FORD CROWN VIC PD466		2FAHP71V28X151135	20673
POLICE	MISC. ITEMS IN PD466			N/A
DEV SERVS	LAPTOP - DELL LATITUDE			27441
DEV SERVS	SURFACE - MICROSOFT PRO 7			26947
DEV SERVS	MDC - DELL LATTITUDE			23889
DEV SERVS	WORKSTATION - HP SB 600			25672
DEV SERVS	DESKTOP - DELL OPTIPLEX			25644
DEV SERVS	DESKTOP - DELL OPTIPLEX			25655
DEV SERVS	DESKTOP - DELL OPTIPLEX			25654
DEV SERVS	DESKTOP - DELL OPTIPLEX			25656
DEV SERVS	DESKTOP - DELL OPTIPLEX			25807
DEV SERVS	DESKTOP - DELL OPTIPLEX			25815
DEV SERVS	DESKTOP - DELL OPTIPLEX			25816
DEV SERVS	I-PAD APPLE			25812
DEV SERVS	MDC - GETAC			23472
DEV SERVS	WORKSTATION - HP SB 600			25671
DEV SERVS	IPAD - APPLE PRO			25794
DEV SERVS	IPAD - APPLE PRO			25793
DEV SERVS	IPAD - APPLE PRO			24722
DEV SERVS	DESKTOP - DELL OPTIPLEX			25217
DEV SERVS	CD0207 - OFFICE WORK STATION			4542
DEV SERVS	CD01303 - IOB DIRECTOR WORKSTATION			3760
DEV SERVS	CD101-IOB-CLERICAL WORKSTATION			3753
ECO DEV	DESKTOP - DELL OPTIPLEX			25649
HR/RISK	DESKTOP - DELL OPTIPLEX			23785
HR/RISK	LAPTOP - DELL LATITUDE			24890
HR/RISK	LAPTOP - MICROSOFT SURFACE PRO			25680
HR/RISK	LAPTOP - MICROSOFT SURFACE PRO			25681
HR/RISK	LAPTOP - DELL LATITUDE			25925
HR/RISK	LAPTOP - DELL LATITUDE			25926
HR/RISK	EGAN MAKRER BOARD			15663
HR/RISK	IPAD - APPLE PRO			26801

HR/RISK	COPIER - BIZHUB C360I			27184
PW/FACILITIES	IPAD - APPLE PRO			24739
PW/FACILITIES	DESKTOP - DELL OPTIPLEX			24904
PW/FACILITIES	DESKTOP - DELL OPTIPLEX			24905
PW/FACILITIES	DESKTOP - DELL OPTIPLEX			23768
PW/FACILITIES	DESKTOP - DELL OPTIPLEX			21083
PW/FACILITIES	DESKTOP - DELL OPTIPLEX			24032
PW/FACILITIES	MOTOROLA RADIO			21922
PW/FLEET	HEIN-WERNER 25T JACK			23539
PW/FLEET	HOMAK 41" TOP CHEST & ROLLING CABINET			22915
PW/FLEET	HOMAK 41" TOP CHEST & ROLLING CABINET			22914
PW/FLEET	HOMAK 41" TOP CHEST & ROLLING CABINET			22913
PW/FLEET	BAND SHOP 7"X12"			18561
PW/FLEET	LAPTOP - DELL LATITUDE			24619
PW/FLEET	ZOTON AIR JACK, HIGH REACH			20753

City of Kissimmee
Surplus Property Auction List
Sep-25 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
AIRPORT	MOTOROLA PORTABLE RADIO	XTS5000	721CGF2068	19697
DEV SERVS	PRINTER - HP COLOR		MXCCM9D20B	25633
DEV SERVS	SCANNER - FUJITSU SCANNER	FI-7160		26830
CM/EM PREP	LAPTOP - DELL LATITUDE			26284
HR/RISK	SPIROMETER			27473
PW/FACILITIES	WATER FOUNTAIN			20-1280291
PW/FACILITIES	CS0217 - MOTOROLA STARSITE			17507
PW/FACILITIES	TOMMY GATE			16029
PW/FACILITIES	TOMMY GATE			UNKNOWN-63
PW/FACILITIES	MOTOROLA PORTABLE RADIO			21484
PW/FACILITIES	MOTOROLA PORTABLE RADIO			20763
PW/FACILITIES	WINDOW A/C UNIT			27156
PW/FACILITIES	MOTOROLA PORTABLE RADIO			20051
PW/FACILITIES	MOTOROLA PORTABLE RADIO			20053
PW/FACILITIES	MOTOROLA PORTABLE RADIO			20055
PW/FACILITIES	VEEDER ROOT TANK MONITORING			22411
PW/FACILITIES	CAMBELL HAUSFIELD 7 1/2 HP AIR			12698
PW/FACILITIES	STX PORTABLE RADIO			22125
PW/FACILITIES	PR0108 - MTS2000 MODEL RADIO			22242
PW/FACILITIES	CS0212 - POWERHEART AEDS			17825

City of Kissimmee
Surplus Property Auction List
Sep-25 CANNIBALIZED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
DEV SERVS	CD0106-IOB-OFFICE REHAP			3756
DEV SERVS	CD0013 - SOFTWARE AND LICENSE			4539
DEV SERVS	DS1718 - BUILDING DIVISION REMODEL			19-1140410
DEV SERVS	DS1718 - BUILDING DIVISION REMODEL			19-1141648
DEV SERVS	DS1718 - BUILDING DIVISION REMODEL			19-1142694
DEV SERVS	DS1718 - BUILDING DIVISION REMODEL			19-1142702
DEV SERVS	DS1718 - REMODEL BUILDING DIVISION			19-1143541
DEV SERVS	ST1718 - BUILDING DIVISION REMODEL			19-1142185
DEV SERVS	DS0607 FURNITURE FOR BLDG. DIV			999900322

City of Kissimmee
Surplus Property Auction List
Sep-25 LOST

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
ECO DEV	IPAD - APPLE PRO 12		DLXZL1GCK7M9	25659
PW/FACILITIES	PORTABLE AIR CONDITIONER		05222073X14	27025
PW/FACILITIES	PORTABLE DEHUMIDIFIER		DE213533	26900
PW/FACILITIES	CITYWIDE PORTABLE AC UNIT		06211397X14	26897

ITEM 7.I

Acceptance of Grant Funding and Approval to Procure Skydio Drones

Request

Approval to purchase eight (8) American-made Skydio drones and accept a grant from the Florida Department of Law Enforcement (FDLE) to reimburse the City up to \$200,000 for the purchase. (Grant #PDDRONE25)

Explanation

The City of Kissimmee has been awarded a grant opportunity through the Florida Department of Law Enforcement (FDLE) to support the enhancement of public safety operations through the use of unmanned aerial systems. This funding will provide up to \$200,000 in reimbursement for the purchase of eight (8) drones.

These drones will be deployed in a variety of public-safety functions, including tactical operations, search and rescue, and scene documentation. The use of drone technology will improve safety, increase operational efficiency, and enhance situational awareness during critical incidents.

In accordance with Florida law, which requires the use of drones manufactured by approved American companies, staff is also seeking purchasing authorization in an amount not to exceed \$200,000 to secure Skydio drones, a U.S.-based manufacturer listed on the State's approved vendor list. Skydio's drones meet all statutory requirements and are widely recognized for their advanced autonomous flight capabilities and secure data handling.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15130206 506494	PD2520	Increase	\$200,000	
15100334 334200		Increase	\$200,000	

Financial Summary:

N/A

Recommendation

Approval to accept the reimbursement grant from FDLE for up to \$200,000 and purchase drones and accessories from Skydio.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Police

Presenter:

Attachment(s):

1. Executed FDLE Grant Agreement

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
Kissimmee Police Department**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025

Project End Date: 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed \$25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed \$25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

Award #: 3X178
CSFA: 71.092

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact

Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:
(please print)

Name: Chris Succì
Title: Deputy Chief
Phone: 407.847.0176
Email: chris.succi@kissimmee.gov

Chief Official
(please print)

Name: Charles Broadway
Title: Chief of Police
Phone: 407.847.0176
Email: charles.broadway@kissimmee.gov

Financial Contact:
(please print)

Name: Pam Lynch
Title: Financial Analyst
Phone: 407.847.0176
Email: pam.lynch@kissimmee.gov

Alternate Point-of-Contact
(please print)

Name: _____
Title: _____
Phone: _____
Email: _____

Recipient's Vendor ID (FEID/EIN): 596000348

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Kissimmee Police Department
Address 1: 8 N. Stewart Ave
Address 2: ATTN: Chief Charles Broadway
City, State, Zip: Kissimmee, FL 34741

Award #: 3X178
CSFA: 71.092

SIGNATURES

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

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

**Florida Department of Law Enforcement
Bureau of Criminal Justice Grants**

Signature: [Signature] Date: 8/22/25

Printed Name and Title: Cody Menacof, Bureau Chief

**Recipient
City of Kissimmee Police Department**

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: [Signature] Date: 8/20/2025

Printed Name and Title: Charles Broadway, Chief of Police

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: [Signature] Date: 8/20/2025

Printed Name and Title: DEPUTY CITY MANAGER

Signature: _____ Date: _____

Printed Name and Title: _____

Award #: 3X178
CSFA: 71.092

Appendix A - Drone Funding Request Form

Recipient: City of Kissimmee Police Department

County: Osceola

1. Recipient Type (select all that apply):

- ☒ New Recipient (no funds received under this program)
☐ Located in a fiscally constrained county
☐ None of the above

2. How many drone pilots do you currently have on staff? 10

3. How many additional pilots are you seeking to train/certify? 25

4. How many compliant drones do you currently have in your fleet? 0

5. How many additional drones are you seeking with these funds? 8

Based on your request, you are seeking an award amount of \$ 200,000.00
(max reimbursement of \$25,000 per drone)

Provide any additional information we should consider when reviewing this request.

We currently have three non-compliant drones that were purchased several years ago. We wish to replace these with compliant drones that would allow for better situational awareness, flexibility, and responsiveness within our jurisdiction.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature:

[Signature]

Date:

8/20/2025

Name/Title:

DEPUTY CITY MANAGER

FOR BUREAU OF CRIMINAL JUSTICE GRANTS ONLY

The Recipient may purchase 8 drones and receive reimbursement of up to \$25,000 each, not to exceed the award amount of \$200,000

[Signature]
Authorized Official

8/24/25
Date

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and 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.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

ITEM 7.J

Lease Agreement Gentlemen's Quarters of Kissimmee, Inc. for 1021 W. Oak Street

Request

Approval of a Lease Agreement with Gentleman's Quarters of Kissimmee, Inc. d/b/a Uniform Outfitters for the expansion and consolidation of Suites D & E at 1021 W. Oak Street (Contract #20230126)

Explanation

The City of Kissimmee owns the property at 1021 W. Oak Street. Gentleman's Quarters of Kissimmee, Inc., d/b/a Uniform Outfitters, is an existing tenant in Suite E (1,370 sq. ft.) and has requested to expand into adjacent Suite D (2,044 sq. ft.), creating a combined lease of 3,414 sq. ft.

The proposed blended lease establishes a five-year term beginning September 4, 2025, with one five-year renewal option. Rent is set at \$4,552 per month (\$54,624 annually, inclusive of base rent and NNN charges), with 3% annual increases. The lease also provides that the first month of rent for Suite D will be waived, with blended rent commencing October 1, 2025

Recommendation

Staff recommends that the City Commission approve the Lease Agreement with Gentleman's Quarters of Kissimmee, Inc. d/b/a Uniform Outfitters for Suites D & E at 1021 W. Oak Street and authorize the Mayor and City Manager to execute the Lease Agreement and related documents.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) Lease for 1021 W. Oak St. Suites D E

**CITY OF KISSIMMEE BUSINESS LEASE
FOR 1021 WEST OAK STREET, SUITE D & E**

THIS LEASE AGREEMENT (the “LEASE”) is made this ____ day of _____, 2025, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as “**Lessor**” or “**City**” and **GENTLEMAN’S QUARTERS OF KISSIMMEE, INC dba UNIFORM OUTFITTERS**, a Florida Corporation, whose address is 11 West New Hampshire Street, Orlando, Florida 32804, hereinafter referred to as “**Tenant**.” City and Tenant are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the City of Kissimmee is the owner of a certain building located at 1021 West Oak Street, Kissimmee, Florida 34741 (the “**Property**”); and

WHEREAS, Tenant currently leases Suite E, consisting of approximately 1,370 square feet, at a monthly base rent of \$1,000.00, or approximately \$8.76 per square foot; and

WHEREAS, Tenant wishes to expand and has requested that the Lessor enter into a Blended Lease Agreement combining Suites D and E into a single, consolidated lease, with a blended base rent reflecting the combined square footage, to which the Lessor has agreed.

NOW, THEREFORE, in consideration of the covenants and agreements hereafter set forth, the parties agree as follows:

**PART ONE
DESCRIPTION OF LEASED PREMISES**

- A. **LEASED PREMISES.** In consideration of the rents, covenants, and agreements contained herein, Lessor leases to Tenant and the Tenant rents from the Lessor the premises located at 1021 West Oak Street, Suite D, Kissimmee, Florida 34741, which consists of approximately 2,044 square feet of leasable area and Suite E, which consists of approximately 1,370 square feet of leasable area for a combined total of 3,414 square feet of leasable area (the “**Leased Premises**”). This Lease and the rights of the parties set forth herein shall create the relationship of “landlord” and “tenant” only between Lessor and Tenant; and no estate shall pass out of Lessor; and Tenant shall have a leasehold interest only, not subject to levy and sale, and not assignable except as specifically provided herein. This lease is contingent upon Tenant obtaining the necessary permits as may be applicable to operate their business from the appropriate governmental agencies.
- B. **CONDITION OF PREMISES.** Tenant accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises “As Is, Where Is” and in their present condition. Tenant further warrants that the Leased Premises are suitable for Tenant's proposed use described herein.
- C. **PARKING FACILITIES.** Tenant shall be entitled to the use of the adjacent parking facility (Parking Facility) as part of the lease. The Tenant, its agents, contractors, employees, invitees, licensees, or concessionaires shall, without exception, utilize only one

(1) parking space per vehicle. Tenants agree to waive any right to claims, including but not limited to business damages against the City as a result of the construction of the Parking Cure Plan, or the widening of West Oak Street, which may temporarily impact parking and access to their business.

PART TWO TERM OF LEASE

- A. **TERM.** The initial term of this Lease shall be for a period commencing upon execution by the parties and ending on September 04, 2030, unless sooner terminated as provided herein.
- B. **RENEWAL OPTION.** Provided Tenant is not in default of the Agreement, Tenant is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for one (1) additional term of five (5) years. This option shall be exercised by written notice to the City not less than one hundred eighty (180) days before the expiration of the existing term. Upon receipt of the extension options, the Parties shall negotiate the rent for the renewal period based on fair market value.
- C. **HOLDING OVER.** In the event Tenant shall continue to occupy the Leased Premise beyond the term of this Agreement, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Tenant during this holdover period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

PART THREE RENT

- A. **RENT.** The total blended base rent is **\$4,552.00** per month, calculated based on the combined square footage of 3,414 at a rate of \$12.00 per square foot, totaling \$40,968.00 annually. In addition, NNN (Triple Net Lease) charges are assessed at \$4.00 per square foot for 3,414 square feet, totaling \$13,656.00 annually. The combined amount of the base rent and NNN charges equals \$54,624.00 annually, which, when divided by 12 months, results in a monthly rent of \$4,552.00.

The Monthly Rent includes the common area maintenance fees (lawn mowing, water, sewer, and garbage collection), sales tax, and any other applicable taxes, including property tax. Payment of rent shall commence on the effective date of the lease.

Monthly Rent is due on the first day of each month ("Due Date") and will be considered delinquent if not received by the City on or before the tenth day of the month.

The rent for Suite D shall be prorated and waived, with the rent commencement date set for October 01, 2025, with the blended base amount.

- B. **SECURITY DEPOSIT.** Concurrent with the execution of this Lease, Tenant has deposited with the previous Landlord the sum of \$2,500.00 for Suite E and a security deposit of \$2,044.00 for Suite D, the receipt of which is acknowledged by Lessor. Lessor shall retain this sum as security against damage or default caused by Tenant. If, at any time, Tenant

defaults in any provision of this Lease, Lessor will have the right to use the deposit or as much of it as may be necessary to pay any rent in default, any expense incurred by Lessor incurring any default by Tenant, or any damages incurred by Lessor by reason of Tenant's default. Lessor, however, may retain the deposit at its option in liquidation of damages it suffers by reason of Tenant's default. If the deposit is not used for any such purpose, it shall be refunded to Tenant on the expiration of this Lease. Tenant will not be entitled to interest on the security deposit.

- C. **RENT ADJUSTMENTS.** Lessor and Tenant recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers (“Price Index”) as published by the United States Department of Labor’s Bureau of Labor Statistics. Lessor and Tenant also recognize that local market trends in Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds.

The parties agree that beginning one (1) year from the Rent Commencement Date (October 1, 2025), and on each annual anniversary thereafter, the Base Rent shall increase by three percent (3%) annually.

Notwithstanding the above, the City may obtain an appraisal of the Leased Premises from a MAI certified appraiser to establish the then Fair Market Value, as defined below, of the Leased Premises. If the City determines an appraisal is appropriate due to market conditions, the City shall notify the Tenant of their intention to invoke the right of obtaining an appraisal, sixty (60) days before seeking the appraisal. On each Appraisal Year, in lieu of the CPI Adjustment, the Annual Rent shall increase, but never decrease, to the Fair Market Value, as determined by the appraisal. The Fair Market Value of the Leased Premises (but excluding Tenant improvements constructed after the Effective Date) shall be determined by appraisal where the appraiser determines the market supported rental rate per square foot of Leased Premises and improvements thereon, taking into account the land and all improvements thereon within thirty (30) days of the date on which an adjustment to Annual Rent becomes effective and shall be based on the value of comparable property in the Orlando Metropolitan area, and shall not be restricted to the consideration of properties located in Kissimmee (the “Fair Market Value”). The City shall select a qualified appraiser (“Appraiser”) and notify Tenant of such selection, and the Appraiser shall proceed to determine the then Fair Market Value and shall provide Tenant and City with a copy of such appraisal.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an “MAI” appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

- D. **RENT CAPS.** In no event, however, shall the Rent Adjustment be more than ten percent (10%) for a rent adjustment.

- E. **TAXES AND OTHER EXPENSES.** Tenant agrees to pay Lessor all real estate taxes levied on the property by the tax collector. Additionally, Tenant shall be liable at their sole cost and expense, and the City shall have no liability for, any sales, use or similar taxes levied upon the Tenant's personal property, including trade fixtures, personal property or inventory kept on the Leased Premises. Tenant shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes. The obligation of Tenant with respect to any taxes payable pursuant to this paragraph shall survive the expiration or sooner termination of the term of this Lease.

PART FIVE PAYMENTS

- A. **TIME AND PLACE OF PAYMENT.** All payments of rents, fees, taxes, and other charges are to be made to the City of Kissimmee, 101 Church Street, Kissimmee, FL 34741, or such other place as Lessor may direct Tenant in writing.
- B. **DELINQUENT PAYMENT OF RENT AND FEES.** If payment is not received by City by midnight on the 10th of each month, a late fee of \$50.00 shall be due from Tenant to City as additional rent. Should the rent not be paid within fifteen (15) days of the due date, the penalty shall increase to \$75.00 or \$100.00 after twenty (20) days of the due date. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of accrual. If Tenant fails to pay the rent when due on a timely basis more than two times during the current lease year, such failure shall constitute a breach of this Lease and Lessor may terminate the lease immediately, upon providing Tenant with 10 (ten) days prior written notice.
- C. **PARTIAL PAYMENT OF RENT.** Payment by Tenant or receipt by Lessor of a lesser amount than the monthly rent shall be deemed to be payment on account of the earliest rent and shall not waive the remainder of the balance owed or satisfy the rent owed for the month. Lessor may accept partial payment of rent without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

PART SIX PRIVILEGES

- A. **USE OF PREMISES.** Lessor grants to the Tenant the right and privilege to use the Leased Premises for general office purposes and conducting the retail sale of textiles, monogramming and embroidering, and for such other lawful purpose as shall be agreed upon between the Tenant and Lessor.
- B. **PROHIBITED USES.** Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance. Tenant shall not occupy or use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is illegal, unlawful or deemed to be disreputable in any manner.

or permit which subjects Lessor to extra-hazardous exposure. Tenant shall conduct its business in a manner as not to create a nuisance, or unreasonably interfere with, or disturb any other tenant of the property. Tenant shall not use or permit the use of any portion of said premises as sleeping or living quarters or lodging.

- C. **INGRESS AND EGRESS.** Tenant shall at all times have the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Tenant, as well as employees, customers, guests, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.
- D. **ACCESS TO PREMISES.** Lessor shall have the right to place, maintain, and repair all utility equipment of any kind, in, upon, or under the leased premises as may be necessary for servicing of the Leased Premises. Lessor shall also have the right to enter the Leased Premises at all reasonable times and upon reasonable notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations, or improvements as Landlord may deem necessary pursuant to the terms of this Lease. Anytime during the term of this Lease, Lessor may place upon the Leased Premises signs for the sale or rent of the property, which Tenant shall permit to remain thereon.
- E. **QUIET ENJOYMENT.** Tenant, upon paying the rents and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Leased Premises subject to the Terms of the Lease and to any covenants, conditions, restrictions, and encumbrances appearing in the public records.

PART SEVEN OBLIGATIONS OF AGREEMENT

- A. **NET LEASE.** The use and occupancy of the Leased Premises by Tenant shall be without cost or expense to the City, except for the City's obligations set forth or specifically provided elsewhere herein. The Tenant accepts the Leased Premises in its "As Is, Where Is" condition except with regard to items or duties which are expressly agreed to and set forth in writing by Lessor. Tenant shall keep and maintain the Leased Premises as set forth in PART SEVEN, pay all taxes in accordance with PART THREE, pay all casualty, liability, and other insurance premiums as set forth in PART SEVEN, and satisfy all of its other obligations under this Agreement.
- B. **MAINTENANCE BY TENANT.** Tenant shall be responsible for the following maintenance and repair to the Leased Premises:
 - 1. All upkeep, repair, and maintenance of the Leased Premises, including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical, and plumbing systems.
 - 2. Tenants shall at all times keep the premises clean, neat, and in an orderly condition,

including the entryways, sidewalk, and delivery area. Tenant shall keep the premises clean and free of rodents, bugs, and vermin.

3. Maintain a standard service contract for normal and ordinary use, maintenance of, and minor repairs to the air conditioning and heating systems. Tenant shall be responsible for the replacement of light bulbs and shall not permit any lighting fixture to contain burned-out or non-functioning light bulbs.
4. Tenant will not store or dispose of any debris or waste materials on the lease Premises, except by means of Waste receptacles or containers authorized by Lessor.
5. Tenant shall not permit, allow, or cause any noxious, disturbing, or offensive odors, fumes, or gases or any smoke, dust, steam, or vapors or loud or disturbing noise, sound, or vibration to originate in or to be permitted from the Leased Premises.
6. Tenant shall comply with all federal, state, and local fire codes and regulations. Tenant shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes.
7. Tenant will comply in all aspects with the City of Kissimmee Code, including all planning, zoning, and building codes, regulations, and ordinances. Lessor recognizes that the intended use is compliant with the City's land use and zoning codes.
8. Lessor retains the right to, reasonably in both time and scope, upon written notice to Tenant, require Tenant to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Tenant and may, upon written notice, require specific maintenance work to be completed by Tenant. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Tenant shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice for costs incurred by Lessor. Tenant shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.
9. Tenant agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Tenant obtained possession, except for reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or to prevent the occurrence of waste to the Leased Premises and its fixtures.

- C. **CONSTRUCTION, ALTERATIONS, REPAIRS.** Tenant shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, nor shall Tenant alter, modify or make additions, improvements, or repairs

to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor. Lessor must be provided with a written estimate of the costs and the estimate will be reviewed. If Tenant receives approval of the alterations, all costs must be paid in full in advance before any work is commenced. Tenant alterations shall be performed by a duly licensed Florida contractor approved by the Lessor. Any approved Tenant alterations shall be made in accordance with all applicable laws, ordinances, and building codes and shall be performed in a good and workmanlike manner without disruption to other tenants or the landlord.

- D. **UTILITIES.** Tenant shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone, and internet service. Tenant shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Tenant will pay a proportional cost of any fees enacted to cover the cost of governmental services. If any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense, in accordance with plans and specifications to be approved in writing by Lessor prior to such installation and use by Tenant.
- E. **TRASH AND GARBAGE REMOVAL.** Tenant shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Tenant shall not permit the accumulation of any trash or debris on the Leased Premises and shall remove such debris to a disposal site off the Leased Premises. Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage, and other refuse caused by its operation. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.
- F. **SIGNS.** No signs, billboards, or flyers shall be erected or maintained by Tenant except according to the Lessor's requirements for location and use of signs on the Leased Premises. Before the erection of any sign, billboard, or flyer on city property, Tenant must obtain any applicable permits required by the City.
- G. **HAZARDOUS MATERIALS.** Tenant represents and warrants that it will not cause, allow, or permit the unlawful presence, use, generation, discharge, storage, release, or disposal of any Hazardous Materials. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Leased Premises or property adjacent to the Leased Premises, through activities of the Tenant, the Tenant shall be responsible for the clean-up, containment, and otherwise abatement of such contamination at Tenant's sole cost and expense. Tenant hereby agrees to indemnify and hold harmless Lessor and its employees, agents and contractors from and against any all liabilities, to the full extent that such liabilities are directly attributable to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials in or on the Leased Premises or the property by Tenant or its employees, agents, contractors during the term of this lease. Further, Tenant shall notify the Lessor and all other appropriate government agencies of

such an occurrence immediately after said incident. Should the Tenant fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Tenant. The Tenant shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.

H. **NO LIENS.**

1. Tenant shall have no authority to subject the Leased Premises, or any part thereof, to a lien by reason of Tenant's acts or omissions, or because of a claim against the Tenant. Tenant shall keep the Leased Premises free from all liens, including, but not limited to, mechanics' liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Tenant shall be performed pursuant to a "no-lien" contract, and Tenant shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.
2. If, at any time, Tenant shall cause any mechanic's, laborers', or material man's lien to be filed against the Leased Premises or any part thereof, Tenant shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Tenant fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement.
3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to, or repair of the Leased Premises, or any part of the Leased Premises.

I. **INDEMNITY.**

1. Tenant covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, attorney's fees, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person, resulting or arising from Tenant's use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Tenant's officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence.
2. The City will refer to Tenant promptly upon notice thereof, any claim made or suit instituted against the City, which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the

extent of its interest. Tenant shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Tenant to the City under this Agreement. Any final judgment rendered against the City for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to the liability and amount.

3. Tenant shall not be responsible or liable to Tenant or to those claiming by, through, or under Tenant for any loss or damage of either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent or adjoining property.
4. Tenant shall give prompt notice to Lessor in case of fire or accidents in the Leased Premises or in the building with the Leased Premises are a part of or defects therein or in any fixtures or equipment.

J. **INSURANCE.** Tenant shall procure and maintain the insurance listed in this Section at their own expense for the term of this Agreement. Any insurance procured by Tenant as herein required shall be issued in the name of the Lessor and Tenant by insurance underwriters authorized to do business in the State of Florida, satisfactory to the Lessor. Coverage is to be written on the broadest liability form, including but not limited to products liability, blanket contractual, and independent contractors. All policies shall contain endorsements that such insurance may not be canceled or amended with respect to Lessor during the entire term and include the City of Kissimmee as an additional insured as its interests appear. Tenant shall furnish Lessor with a Certificate of Insurance from the Tenant's carrier indicating that there is such insurance coverage, and if requested by the Lessor, shall submit to the Lessor a true copy of the insurance coverage. The Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days' advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed periodically and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement, as compared to similar properties.

1. Fire and Extended Coverage. Tenant shall maintain adequate insurance to cover the full cost of replacement of all fixtures, decorations, and improvements in the Leased Premises in the event of loss.
2. Workers' Compensation: Tenant will provide Workers' Compensation coverage for all employees at the site location or adequate Employers' Liability Insurance.
3. Public Liability Insurance: Tenant shall maintain Public Liability Insurance on an occurrence basis with minimum limits of liability for One Million Dollars (\$1,000,000.00) for personal injury or death to any one person, protecting Lessor and Tenant against any and all claims for injury and damage to person or property that may arise out of an act of negligence, omission, nonchalance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees and invitees, and One Million Dollars (\$1,000,000.00) for personal injury or death to more than one

person.

4. Property Damage Insurance: Tenant shall maintain for One Million Dollars (\$1,000,000.00) with respect to damage to property, and insurance against damage or breakage of plate glass in the Leased Premises for the full insurable and replacement value thereof.
5. Comprehensive General Liability: Tenant will provide coverage of One Million Dollars (\$1,000,000.00).
6. Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than One Million Dollars (\$1,000,000.00).

K. **COMPLIANCE WITH LAW, RULES AND REGULATIONS.** Tenant shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities, including Lessor, which are applicable to the conduct of Tenant's business, and in addition, those rules and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Tenant's breach of any terms or covenants contained within this Agreement shall be borne by Tenant.

L. **RENOVATIONS.**

1. All proposed renovations, refurbishing, alterations, remodeling, and construction shall be reviewed and approved by the City and may also have to be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.
2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises before the execution of this Agreement.
3. Tenant expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

PART EIGHT OBLIGATIONS OF LESSOR

A. **ENTRY AND INSPECTION.** Lessor shall have the right to enter upon and inspect the

Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to, or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Tenant. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Tenant's use and enjoyment of the Leased Premises.

- B. **REPAIRS**. Lessor shall be responsible for the maintenance, repair or replacement of the Building and Common Areas as may be required with respect to the parking, driveways, landscaping, sidewalks, roof, electrical, plumbing, HVAC, exterior walls or structural portions of the Leased Premises. Tenant shall notify Lessor immediately of the need for such repair. Lessor shall make such repair or replacement as soon as reasonably possible at Lessor's expense. Lessor shall not be responsible for any damage to the Building or Leased Premises caused by the negligent acts or omissions of Tenant, or its employees, agents, invitees, or representatives.

PART NINE DAMAGE OR DESTRUCTION OF LEASED PREMISES

- A. If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Tenant or Tenant's agents, assigns, contractors, guests, or invitees, to adversely affect the Tenant's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessor at its own cost and expense. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.
- B. If damage caused shall be so extensive as to render the Tenant's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessor shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage, but shall thenceforth cease until such building and space shall be restored.
- C. If the Leased Premises is completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, Tenant shall have the right to terminate this Agreement upon written notice to the other within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Tenant, and Tenant shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character.
- D. If the damage is caused by the negligence of Tenant, its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless Landlord terminates this lease, Tenant shall repair and refixture the interior of the Leased Premises in a manner equal to the condition existing before its destruction.

PART TEN

TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

- A. **TERMINATION**. This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.
- B. **TERMINATION BY TENANT**. Tenant may terminate this Agreement after:
1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Tenant.
 2. Upon Tenant giving sixty (60) days written notice to the Lessor pursuant to Part Twelve (G) of this Agreement and immediately upon or after the occurrence of an enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Tenant which directly results in the inability of the Tenant to use the Leased Premises for a period longer than sixty (60) days.
 3. If the Leased Premises is rendered wholly untenable as a result of damage or destruction not caused by the Tenants, or its employees, agents, invitees, and Lessor has not commenced repairs within ten (10) business days of the occurrence or event, Tenant may give Lessor ten (10) days written notice of cancellation of this Lease, and thereafter Tenant shall not have further responsibilities or obligations under this Lease.
- C. **EXERCISING TENANT'S RIGHTS OF TERMINATION**. Tenant may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events, and the Agreement shall terminate as of the date notice is received by the Lessor.
- D. **TERMINATION BY LESSOR**. In addition to taking any other legal remedies, Lessor may terminate this Agreement in the event Tenant:
1. Is in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
 2. Defaulted in the performance of any of the covenants, agreements, and conditions required herein to be kept and performed by Tenant, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;
 3. Vacates or abandons the Leased Premises or ceases doing business therein for a period of thirty (30) consecutive days, regardless of whether rent payments are in default, or if this Lease shall pass to or devolve upon, by law or otherwise, on one other than Tenant.

4. Made a general assignment for the benefit of creditors;
 5. Filed a voluntary or involuntary petition in bankruptcy;
 6. Appointed or to cause the appointment of a receiver for Tenant;
 7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default.
- E. **WAIVER OF STATUTORY NOTICE TO QUIT.** In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Tenant agrees that it will forthwith surrender possession of the Leased Premises to Lessor, without the necessity of a legal proceeding.
- F. **SUBLETTING AND ASSIGNMENT.** Tenant may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Tenant may, with the prior written consent of Lessor, assign this Agreement; in such event, Tenant shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the Tenant shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

PART ELEVEN RIGHTS UPON TERMINATION

- A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. **REMOVAL OF PERSONAL PROPERTY.** Upon the expiration or termination of this Agreement, any trade fixtures, including but not limited to office furniture, machines, signs or other personal property of the Tenant on or in the Leased Premises shall remain the property of Tenant and Lessor agrees that Tenant shall have the right to remove all or part of Tenant's property at any time during the term of this Lease. At the termination of this Agreement for any reason, after payment of all rents and charges, Tenant shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Tenant, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Tenant within such time shall become the property of the Lessor.
- C. **LANDLORD LIEN.** If the Tenant has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and

liquidate such personal property possessed or owned by Tenant to satisfy any obligations of the Tenant and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Tenant.

PART TWELVE GENERAL PROVISIONS

A. LESSOR'S RESERVED RIGHTS.

Lessor reserves the right:

- (i) to further develop, improve, repair, and alter the complex where the Leased Premises is located, including all roadways, driveways, parking areas, sidewalks, and landscaping as it may reasonably see fit. The City shall use reasonable efforts to preserve Tenant's rights hereunder. City shall be free from any and all liability to Tenant for loss of business or damages of any nature whatsoever to Tenant occasioned by the making of such improvements, repairs, alterations, and additions, unless the negligence or willful misconduct of the City causes such loss or damages; and
- (ii) to establish such fees and charges for the use of the Leased Premises by Tenant (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable; and
- (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and
- (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Tenant's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Tenant.

B. WAIVER OF JURY TRIAL, VENUE. It is mutually agreed by and between Tenant and Lessor that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida.

C. TAXES, LICENSES, AND PERMITS. Tenant shall pay all personal property taxes, which may be assessed against merchandise or other personal property belonging to the Tenant located on the Leased Premises. In the event any real estate taxes or fees are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Tenant. Tenant shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

D. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

- E. **NOTICE.** Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, and deemed delivered upon its deposit, addressed to Lessor in the following manner:

City of Kissimmee
City Attorney's Office
101 Church Street
Kissimmee, Florida 34741
(407) 518-2318

and notices, consents, and approvals addressed to Tenant in the following manner:

Gentleman's Quarters of Kissimmee, Inc.
1021 West Oak Street, Suite D & E
Kissimmee, Florida 34741

Gentleman's Quarters of Kissimmee, Inc.
11 West New Hampshire Street
Orlando, Florida 32804

or such other addresses as the parties may designate to each other in writing.

- F. **FLORIDA LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- G. **SUCCESSORS AND ASSIGNS.** All of the terms, covenants, and agreements herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- H. **AMERICANS WITH DISABILITIES ACT.** As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Tenant shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Tenant's operations) as a result of (i) any Improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Tenant is required to make under this Section, shall be performed to the satisfaction of the City. In the event the Tenant shall fail to construct or modify any Improvements to the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Tenant's behalf, without liability for any disruption to the Tenant's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Tenant and shall be promptly paid by the Tenant to the City as additional Rent hereunder.
- I. **ATTORNEY FEE PROVISION.** If any proceeding at law or in equity arises hereunder

or in connection herewith (including any appellate proceeding or bankruptcy proceeding), the prevailing party shall be awarded attorney and paralegal fees, filing fees, court costs, reasonable expert fees, and any other reasonable costs incurred in connection therewith.

- J. **RADON GAS NOTICE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- K. **FORCE MAJEURE.** A party shall not be liable for any failure to perform under this Lease, nor shall such non-performance be the basis for termination, if such failure is caused by a contingency that is unforeseeable or beyond the control of such party, including acts of God, pandemic, adverse weather conditions, earthquakes, flood, fire, explosion, war, riots, strikes, or other labor disturbances, shortages or fluctuations of electricity, or other utilities, or compliance with the decision of a competent judicial or administrative authority. Financial difficulties shall not be sufficient to constitute an adequate basis for abatement of rent or invoking any clause or doctrine tending to insulate that party from liability under this Lease. The party seeking partial release from its obligations pursuant to this Paragraph shall remedy with all reasonable dispatch the cause of such
- L. **BROKERS and AGENTS.** City and Tenant represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.
- M. **ATTORNMEN**T: Tenant shall, in the event of the sale or assignment of City's interest in the building of which the Leased Premises form a part, the Tenant shall attorn to the purchaser and recognize such purchaser as the Landlord under this Lease.
- N. **SEVERABILITY.** If any portion of this Lease shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Lease and the remaining parts shall remain in full force as fully permitted by law as though the invalid, illegal or unenforceable portion had never been part of this Lease.
- O. **WAIVER.** Failure of Lessor to insist upon strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule, regulation or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed waived unless such waiver is in writing and signed by the Lessor.
- P. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties concerning the Lease Premises and supersedes all prior written or oral agreements between

the parties to this Lease Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both City and Tenant.

- Q. **LESSOR TO HAVE LIEN.** Lessor shall have a lien against all goods, equipment, furniture, and other personal property that Tenant brought, stored, or kept on the Leased Premises during the Term of the Lease, in the aggregate amount of all rent, damages, and other sums that Tenant may at any time owe to Lessor under this Lease. In the event of any default by Tenant, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed, and in the event Tenant shall be obligated for all court costs and reasonable attorney's fees.
- R. **END OF TERM.** At the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear accepted, and shall deliver all keys and combinations to locks, safes, and vaults to Lessor. Tenant shall remove all its personal property, trade fixtures, signs, alterations, additions, and decorations, and shall repair any damage caused thereby, and shall clean the floors, walls, light fixtures, doors, and windows. If Tenant fails to remove its personal property upon the expiration of the lease, the said property, at Lessor's option, shall be deemed abandoned and shall become the property of Lessor.
- S. **SOVEREIGN IMMUNITY.** Nothing herein is intended to serve as a waiver of sovereign immunity that may be applicable to Lessor. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes.
- T. **EFFECTIVE DATE.** The Effective Date shall mean September 04, 2025.

Signature page to follow

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

**LESSOR-
GENTLEMAN'S QUARTERS OF
KISSIMMEE, INC., d/b/a UNIFORM
OUTFITTERS**

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2025, by _____, as President of Gentleman's Quarters of Kissimmee, Inc d/b/a Uniform Outfitters, a corporation organized under the laws of the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:

Notary Public, State of Florida

**LESSOR:
CITY OF KISSIMMEE, FLORIDA**

Jackie Espinosa
Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality

City Attorney

ITEM 7.K

Site Access Agreement with Skyview Kissimmee Hotel Development, LLC for Toho Square Site

Request

Approval of a Site Access Agreement with Skyview Kissimmee Hotel Developer, LLC, related to proposed site development activities (Contract # 20250355)

Explanation

Skyview Kissimmee Hotel Developer, LLC, a Delaware-registered foreign limited liability company authorized to do business in Florida, recently filed its registration with the Florida Department of State (Document No. M25000011547, filed August 15, 2025). The entity lists its principal business address at 366 N. Beaumont Avenue, Kissimmee, FL 34741.

To facilitate the company's due diligence and planning for a proposed development on the Toho Square site, the City has negotiated a Site Access Agreement. This agreement allows Skyview Kissimmee Hotel Developer, LLC, limited entry onto the designated City-owned site for purposes such as surveys, soil testing, and environmental assessments. The agreement outlines access conditions, indemnification, and insurance requirements, ensuring protection of the City's interests.

Recommendation

Staff recommends that the City Commission approve the Site Access Agreement with Skyview Kissimmee Hotel Developer, LLC and authorize the Mayor and City Manager to execute the agreement and related documents.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) Site Access Agreement
2. Sunbiz Record for Skyview Kissimmee Hotel Developer, LLC

SITE ACCESS AGREEMENT

This Site Access Agreement (this “**Agreement**”) is entered into as of **August** __, **2025** (“**Effective Date**”), by and between **the City of Kissimmee** a Florida municipal corporation, (“**Owner**”), and **Skyview Kissimmee Hotel Developer, LLC**, a foreign limited liability company, with its principal address located at 366 N. Beaumont Avenue, Kissimmee, FL 34741 (“**Purchaser**”).

RECITALS:

A. Owner is the fee-simple owner of that certain land located in Osceola County, Florida legally described on Exhibit A attached hereto (the “**Property**”).

B. In response to that certain advertisement of the City pursuant to section 163.380, Florida Statutes, Purchaser has submitted a proposal to purchase the Property from Owner, and pursuant to direction from the City Commission at a duly-noticed public meeting on July 1, 2025, Purchaser and Owner are currently negotiating the terms of such contemplated purchase (the “**Possible Transaction**”).

C. In connection with the Possible Transaction, Purchaser desires a license to enter upon the Property to examine, inspect and perform tests on the Property and to evaluate the physical and environmental condition of the Property. Owner has agreed to grant Purchaser the license to enter upon the Property for such purpose in accordance with the terms and conditions of this Agreement.

AGREEMENTS:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Owner hereby agree as follows:

1. **Investigation Period.** For purposes of this Agreement, the term “**Investigation Period**” means the period from the Effective Date until the first to occur of (a) either party terminating this Agreement pursuant to paragraph [13] below or (b) the parties enter into the Master Development Agreement. Upon expiration of the Investigation Period, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder, other than rights or obligations that expressly survive termination. As used herein, “**Master Development Agreement**” means a negotiated, comprehensive agreement for the purchase and sale of the Property executed by Owner and Purchaser.

2. **Due Diligence Information.** During the Investigation Period, Owner may deliver to Purchaser certain reports and studies in Owner’s possession (collectively referred to as the “**Property Documents**”). Owner makes no representations or warranties as to the accuracy of the information, opinions or conclusions in any of the Property Documents or in any other report, study or document prepared by any third party. Instead Purchaser is relying upon its own investigations in conducting its diligence and determining whether the condition of the Property is satisfactory.

3. **Investigations; Procedures.** During the Investigation Period, Owner hereby grants to Purchaser a license to enter upon the Property and make such investigations, studies and tests, including, without limitation, surveys, engineering and environmental studies and testing, as Purchaser deems necessary or advisable (“**Purchaser Investigation(s)**”). As part of the Purchaser Investigations, Purchaser and Purchaser’s representatives, including Purchaser and Purchaser’s respective duly-authorized engineers, contractors, advisors, agents, accountants, attorneys and environmental consultants (“**Purchaser Representatives**”) may physically inspect the Property. Purchaser shall cause all studies, investigations and inspections, performed at the Property pursuant to this **Section 3** to be performed in a manner that does not unreasonably disturb or disrupt the condition of the Property. Any tests conducted in connection with

the Inspection Rights shall be conducted so as not to damage the Property. Purchaser agrees to promptly repair or restore the Property to the same condition as existed prior to Purchaser's entry thereon. All such entries onto the Property by Purchaser or Purchaser Representatives shall be at the sole risk of Purchaser, and Owner shall have no liability for any injuries sustained by Purchaser or Purchaser Representatives.

4. **Liens.** The Purchaser Investigations shall be at Purchaser's sole cost and expense, and Purchaser shall keep the Property free and clear of any liens and claims that may arise as a result thereof. If any such lien or claim shall at any time be filed, Purchaser shall cause the same to be discharged of record within ten (10) business days after knowledge by Purchaser of same by satisfying or bonding off such lien or claim. If Purchaser shall fail to comply with the provisions of this Section 3, then, in addition to any other right or remedy of Owner, Owner may, but shall not be obligated to, discharge the same in court or procuring a bond satisfactory to Owner. Purchaser shall pay to Owner upon demand: (i) any amount paid by Owner for any of the aforesaid purposes; (ii) all reasonable legal and other expenses of Owner (including without limitation reasonable counsel fees and costs) in defending any such action or in procuring the discharge of such lien or claim and (iii) interest on the foregoing at the lesser of the maximum permissible rate or twelve percent (12%) per annum from the date of payment by Owner to date of payment by Purchaser. The provisions of this Section 4 shall survive expiration or termination of this Agreement.

5. **Compliance With Laws.** All activities undertaken in connection with Purchaser Investigations shall fully comply with all applicable statutes and regulations, including laws and regulations relating to worker safety. Owner makes no representations or warranties regarding conditions at the Property of any kind whatsoever.

6. **Insurance.** Before any Purchaser Investigation, Purchaser shall obtain and maintain, or cause the Purchaser Representatives conducting such Purchaser Investigations to obtain and maintain a policy or policies of comprehensive general liability (occurrence) insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate covering any accident arising in connection with the presence of Purchaser or Purchaser Representatives on the Property. Such policies shall name Owner as an additional insured and Purchaser shall provide Owner with a certificate of insurance confirming the above referenced coverages.

7. **Indemnification.** Purchaser shall indemnify and hold harmless Owner from and against, any claims, actual losses, costs, liability, expenses or damages caused by or otherwise arising from the Purchaser Investigations; provided, however, that **(a)** the foregoing indemnity shall not extend to protect Owner from **(1)** any liabilities or diminution in value of the Property relating to matters merely discovered by Purchaser (e.g. latent environmental contamination), or **(2)** claims, losses, costs, liability, expenses or damages caused solely by or Owner's negligence, and **(b)** Purchaser shall not be responsible for any punitive or other speculative damages arising out of this Agreement (collectively, the "**Excluded Liabilities**"). The indemnification and hold harmless provisions of this Section 7 shall survive the termination of this Agreement. Nothing contained herein shall be construed as a waiver of any defenses or limitations of liability as to any third party, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes.

8. **Reports.** Purchaser shall provide to Owner copies of any third party reports or studies obtained by Purchaser with respect to the Property if Owner requests the same, which obligation shall survive the termination of this Agreement.

9. **No Partnership or Agency.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any other association between Owner and Purchaser. Further, nothing

contained herein creates an agency relationship between Owner and Purchaser. Purchaser is not an agent of Owner nor acting on its behalf, including for purposes of section 119.0701, Florida Statutes.

10. **No Waiver.** No waiver of any default by any party hereto shall be implied from any omission by any other party hereto to take any action with respect to such default, if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. A waiver of any default in the performance of any provision contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision contained herein.

11. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be **(a)** mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, **(b)** hand delivered to the intended addressee, **(c)** sent by nationally recognized overnight courier, or **(d)** sent by electronic mail. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States mail; all other notices shall be effective upon delivery to the physical or electronic mail address of the addressee (even if such addressee refuses delivery thereof). Notices given by counsel to Purchaser shall be deemed to have been given by Purchaser, and notices given by counsel to Owner shall be deemed to have been given by Owner. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision:

If to Purchaser: Skyview Kissimmee Hotel Developer, LLC
Attn: Stephen Liberty
366 N Beaumont Ave
Kissimmee, FL 34741
sliberty@skyviewcompanies.com

With a copy to: Fernandez Legal
Attn: Veronica Oakler, Esq., LL.M.
315 W. Central Blvd, Suite 300
Orlando, FL 32801
voakler@fernandez-legal.com

If to Owner: City of Kissimmee, Florida
Attn: City Manager
101 Church Street, Suite 500
Kissimmee, FL 34741
mike.steigerwald@kissimmee.gov

With a copy to: City Attorney
olga.sanchezdefuentes@kissimmee.gov

12. **Termination.** Either Owner or Purchaser may terminate this Agreement at any time upon written notice to the other Party.

13. **Entire Agreement.** This Agreement is the entire agreement between Owner and Purchaser concerning the Purchaser Investigations, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

14. **Rule of Construction.** Purchaser and Owner acknowledge that each party has reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

15. **Multiple Counterparts.** This Agreement may be executed in as many counterparts as may be convenient or required, and all counterparts shall collectively constitute a single instrument. To facilitate execution of this Agreement, the parties may execute and exchange, by electronic mail transmission, counterparts of the signature pages to this Agreement.

16. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

17. **Binding Effect; Governing Law.** The benefits of this Agreement and burdens of this Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be solely in the courts in and for Osceola County, Florida.

18. **No Obligation Regarding Possible Transaction.** Notwithstanding the rights granted to Purchaser under this Agreement, and notwithstanding any negotiations or other communications between Owner and Purchaser, neither Owner nor Purchaser shall have any obligation whatsoever to proceed with the Possible Transaction or to enter into the Master Development Agreement or any other agreement concerning Owner's sale or Purchaser's purchase of the Property or any portion thereof, or to otherwise negotiate for or consummate any transaction of any kind concerning the Property or any portion thereof. Neither this Agreement nor any other negotiations or communications between Owner and Purchaser shall constitute an offer to sell the Property by Owner or an offer to purchase the Property by Purchaser, and other than as set forth in this Agreement neither Owner nor Purchaser shall have any obligations whatsoever regarding the Property, unless and until Owner and Purchaser execute and enter into a binding Master Development Agreement regarding the Property, which either party may or may not do in its sole discretion. If the Master Development Agreement is executed, any conflicts between the terms of this Agreement and the terms of the Master Development Agreement shall be governed and controlled by the Master Development Agreement.

19. **Assignment.** This Agreement shall not be assigned without the prior written consent of Owner, which may be withheld in Owner's sole, subjective discretion, and any attempted assignment without such consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

20. **Business Days; Holidays; Weekends.** As used in this Agreement, the term "business day" means any day, other than a Saturday or Sunday, on which banks located in Osceola County, FL are not required or authorized to close. If any notice or action required or permitted by this Agreement falls on a date which is not a business day, then such date shall be extended to the next business day.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

OWNER:

CITY OF KISSIMMEE,
a Florida municipal corporation

By: _____
Name: _____
Title: _____

Attest:

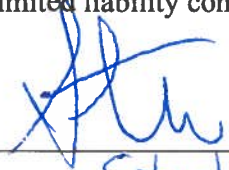
City Clerk

Approved as to form:

City Attorney

PURCHASER:

Skyview Kissimmee Hotel Developer, LLC, a
foreign limited liability company

By:  _____

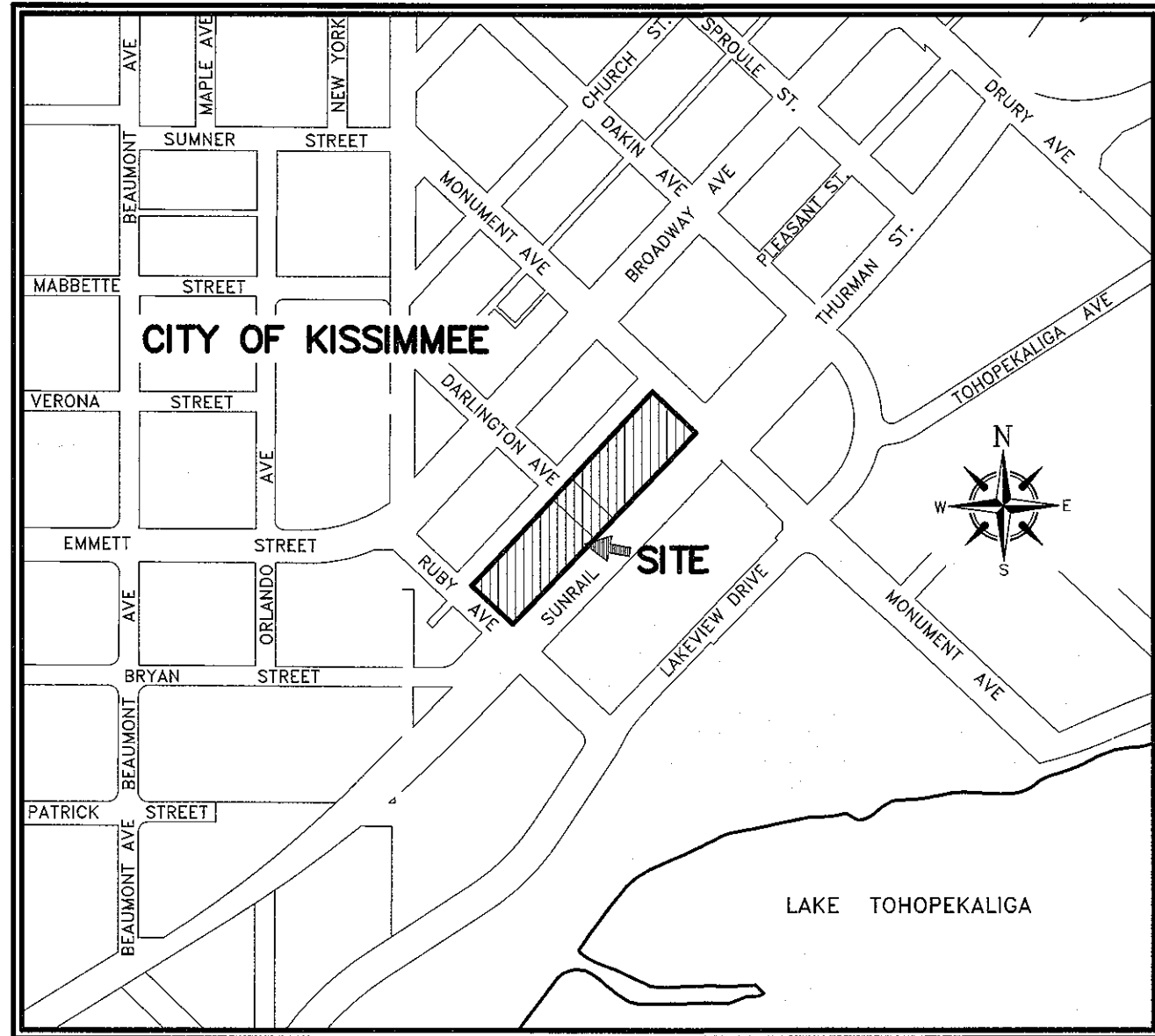
Print Name: Stephen Liberty

Authorized Member Title Authorized Person

EXHIBIT A

Legal Description

DEED RESTRICTIONS FOR THIS PLAT ARE FILED IN
O.R. BOOK PAGE
AND (ARE) (ARE NOT) ACCOMPANIED BY DEED COVENANTS.



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

A parcel of land being Lots 5, 6, 7, and 8, Block 18, and Lots 5, 6, 7, and 8, Block 19, and that portion of platted 70 feet wide Darlington Avenue Right of Way lying between said Lot 8, Block 18 and Lot 5, Block 19, all of SOUTH FLORIDA RAILROAD COMPANY'S PLAT OF THE TOWN OF KISSIMMEE CITY, according to the plat thereof, as recorded in Plat Book A, Page 3 of the Public Records of Osceola County, Florida and that adjacent 12.5 feet wide Railroad Right of Way parcel as described in Official Records Book 315, Page 751 of the Public Records of Osceola County, Florida and being more particularly described as follows:

Begin at the Westerly most corner of said Lot 5, Block 18; thence run N43°24'03"E along the Southeastery Right of Way line of Pleasant Street, a distance of 670.14 feet to the intersection with the Westerly Right of Way line of Monument Avenue; thence run S46°36'27"E along said Westerly Right of Way line of Monument Avenue, a distance of 158.21 feet to a point on the Northwestery Right of Way line of Sunrail, said Right of Way line being 25 feet from, as measured perpendicularly to, the centerline of the main tracks of said Sunrail; thence run S44°08'59"W along said Northwestery Right of Way line, a distance of 670.00 feet to the intersection with the Easterly Right of Way line of Ruby Avenue; thence run N46°41'01"W along said Easterly Right of Way line, a distance of 149.45 feet to the Point of Beginning.

Containing 2.4 acres, more or less.

LEGEND			
P.B. PLAT BOOK	(C) CALCULATED	DEGREES	D.U.E. DRAINAGE AND
D.B. DEED BOOK	(P) PLAT	MINUTES	UTILITY EASEMENT
BK. BOOK	(D) DESCRIBED	SECONDS	ID IDENTIFICATION
PG. PAGE	(M) MEASURED	± MORE OR LESS	PRO. PROPOSED
SEC. SECTION	C.B. CHORD BEARING	L.B. LICENSED BUSINESS	P.O.B. POINT OF BEGINNING
TWP. TOWNSHIP	CH. CHORD	L.S. LICENSED SURVEYOR	P.O.C. POINT OF COMMENCEMENT
RNG. RANGE	R. RADIUS	B.W.F. BARBED WIRE FENCE	F/F FINISH FLOOR ELEV.
COR. CORNER	L. LENGTH	H.W.F. HOG WIRE FENCE	R/W RIGHT OF WAY
AC. ACRES	Δ DELTA	CLF CHAIN LINK FENCE	O.R.B. OFFICIAL RECORDS
TYP. TYPICAL	T TANGENT	W.F. WOOD FENCE	P.T. POINT OF TANGENCY
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	FD. FOUND	EP. EDGE OF PAVEMENT	P.C. POINT OF CURVE
R.L.S. REGISTERED LAND SURVEYOR	Q. CENTERLINE	N.&T. NAIL AND TAB	P.R.C. POINT OF REVERSE CURVE
CONC. CONCRETE		MON. MONUMENT	
■ DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONC. W/CAP #L.B. 966)			
○ DENOTES FOUND PERMANENT REFERENCE MONUMENTS (4"x4" CONC. W/CAP #L.B. 966)			
● DENOTES SET 5/8" IRON ROD W/CAP #L.B. 966			
▲ DENOTES NAIL AND DISK FOUND WITH DISK #			
▲ DENOTES NAIL AND DISK SET W/DISK # L.B. 966.			
ALL OTHER PROPERTY CORNERS ARE AS NOTED ON DRAWING.			

NOTICE:

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

JOHNSTON'S
SURVEYING INC.

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

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

TOHO SQUARE

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

BEING A REPLAT OF LOTS 5, 6, 7, AND 8, BLOCK 18 AND LOTS 5, 6, 7, AND 8, BLOCK 19, SOUTH FLORIDA RAILROAD COMPANY'S PLAT OF THE TOWN OF KISSIMMEE CITY AS FILED AND RECORDED IN PLAT BOOK A, PAGE 3 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION OF 70 FEET WIDE PLATTED RIGHT OF WAY LYING BETWEEN LOTS 8, BLOCK 18 AND LOT 5, BLOCK 19, SOUTH FLORIDA RAILROAD COMPANY'S PLAT OF THE TOWN OF KISSIMMEE CITY, AS FILED AND RECORDED IN PLAT BOOK A, PAGE 3 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, REFERENCE BEARING = S44°08'59"W ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SUNRAIL.

TRACTS 1 AND 2 ARE FUTURE DEVELOPMENT TRACTS AND WILL BE REPLATTED INTO LOTS THEREIN

TRACT A IS RESERVED FOR PARKING AND COMMON AREA FOR VISITORS AND GUESTS OF TRACT 1 FUTURE LOTS AND FOR UNIT OWNERS WITHIN TRACT "D", AND ARE NOT FOR THE GENERAL PUBLIC USE.

TRACT B IS RESERVED FOR PARKING AND COMMON AREA FOR VISITORS AND GUESTS OF TRACT 2 FUTURE LOTS AND FOR UNIT OWNERS WITHIN TRACT "D", AND ARE NOT FOR THE GENERAL PUBLIC USE.

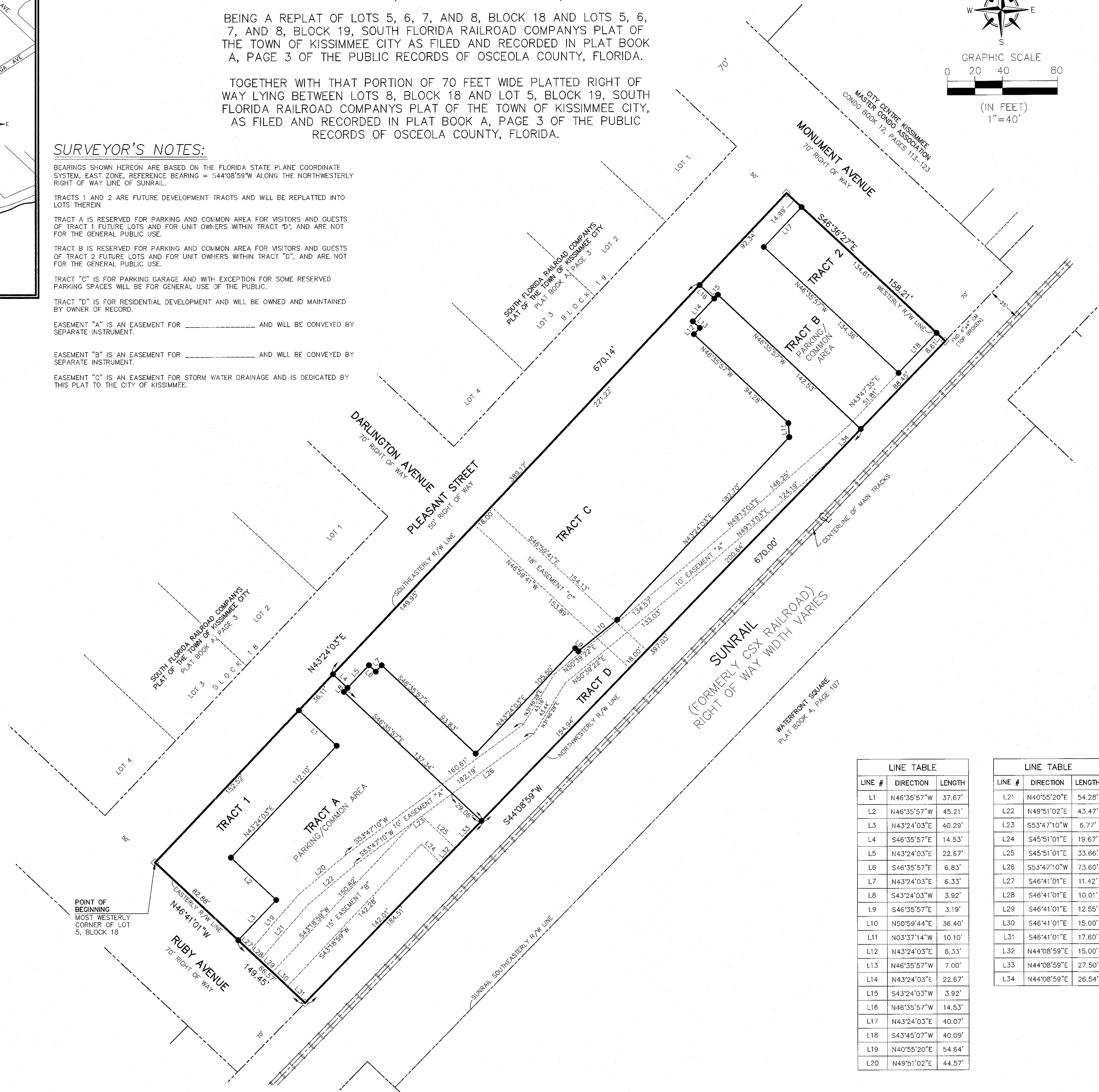
TRACT "C" IS FOR PARKING GARAGE AND WITH EXCEPTION FOR SOME RESERVED PARKING SPACES WILL BE FOR GENERAL USE OF THE PUBLIC.

TRACT "D" IS FOR RESIDENTIAL DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY OWNER OF RECORD.

EASEMENT "A" IS AN EASEMENT FOR AND WILL BE CONVEYED BY SEPARATE INSTRUMENT.

EASEMENT "B" IS AN EASEMENT FOR AND WILL BE CONVEYED BY SEPARATE INSTRUMENT.

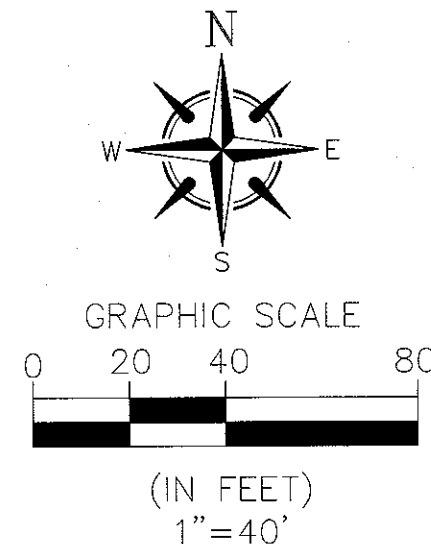
EASEMENT "C" IS AN EASEMENT FOR STORM WATER DRAINAGE AND IS DEDICATED BY THIS PLAT TO THE CITY OF KISSIMMEE.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N46°35'57"W	37.67'
L2	N46°35'57"W	45.21'
L3	N43°24'03"E	40.29'
L4	S46°35'57"E	14.53'
L5	N43°24'03"E	22.67'
L6	S46°35'57"E	6.83'
L7	N43°24'03"E	6.33'
L8	S43°24'03"W	3.92'
L9	S46°35'57"E	3.19'
L10	N50°59'44"E	36.40'
L11	N03°37'14"W	10.10'
L12	N43°24'03"E	6.33'
L13	N46°35'57"W	7.00'
L14	N43°24'03"E	22.67'
L15	S43°24'03"W	3.92'
L16	N46°35'57"W	14.53'
L17	N43°24'03"E	40.07'
L18	S43°45'07"W	40.09'
L19	N40°55'20"E	54.64'
L20	N49°51'02"E	44.57'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N40°55'20"E	54.28'
L22	N49°51'02"E	43.47'
L23	S53°47'10"W	6.77'
L24	S45°51'01"E	19.67'
L25	S45°51'01"E	33.66'
L26	S53°47'10"W	73.60'
L27	S46°41'01"E	11.42'
L28	S46°41'01"E	10.01'
L29	S46°41'01"E	12.55'
L30	S46°41'01"E	15.00'
L31	S46°41'01"E	17.60'
L32	N44°08'59"E	15.00'
L33	N44°08'59"E	27.50'
L34	N44°08'59"E	26.54'

SHEET 1 OF 1



PLAT
BOOK

PAGE

DEDICATION

TOHO SQUARE

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 dedicates EASEMENT "C" by this plat to the perpetual use of the public.

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

Mike Steigerwald, City Manager

Attest:

Linda Hansell, City Clerk

Signed and sealed in the presence of:

PRINT

PRINT

STATE OF ...FLORIDA... COUNTY OF ...OSCEOLA...

THIS IS TO CERTIFY, that on before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared

Mike Steigerwald and Linda Hansell 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 thereto 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

My Commission Expires

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on March 18, 2016, he completed the survey of the lands as shown in the fore-going plat or plan; and said survey was made under his responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Section 22, Township 25 South, Range 29 East Osceola County, Florida.

Dated Registration No. 5709
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 the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177.

Dated Registration No.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on the

..... approved the foregoing plat

ATTEST:

MAYOR

CITY CLERK

CERTIFICATE OF COUNTY CLERK

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

..... at

Clerk of the Circuit Court
in and for Osceola County, Florida
BY.....D.C.

File No.



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Detail by Entity Name

Foreign Limited Liability Company
SKYVIEW KISSIMMEE HOTEL DEVELOPER LLC

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Principal Address

366 N. BEAUMONT AVE
KISSIMMEE, FL 34741

Mailing Address

366 N. BEAUMONT AVE
KISSIMMEE, FL 34741

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

LIBERTY, STEPHEN
366 N. BEAUMONT AVE
KISSIMMEE, FL 34741

Title MAU

GOLDSTEIN, DAVID
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SECAUCUS, NJ 07094

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

ITEM 8.A

(VSCRA) Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for the Fiscal Year 2025-2026

Request

Approve the Resolution to adopt the Vine Street Community Redevelopment Agency fiscal year 2025-2026 budget.

Explanation

Per Florida Statute 163.387, moneys in the redevelopment trust fund may be expended on the undertakings of a community redevelopment agency as described in the adopted community redevelopment plan pursuant to an annual budget adopted by the board of the community redevelopment agency.

The Tax Increment Funding (TIF) revenues for the Vine Street CRA are \$4,050,569. The entire budget for the Vine Street CRA is \$9,134,745.

The 2025-2026 Vine Street CRA Budget will provide funding for the following projects and initiatives:

- Kmart site redevelopment project
- Osceola Arts Vine Street Mural Program
- Landscaping design
- Columbia Avenue improvements
- Code Enforcement Officer
- Other redevelopment projects and programs along the corridor.

The budget also includes funding for the Commercial Property Improvement Grant (CPIP), the Residential Property Improvement Program (RPIP), the Pioneer Project Incentive Program (PPIP) and the Demolition Assistance Program.

Recommendation

Approve the Resolution to adopt the Vine Street Community Redevelopment Agency fiscal year 2025-2026 budget.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: David Rodriguez

Attachment(s):

1. Resolution for Annual VSCRA Budget 2026
2. (S) VSCRA Proposed FY 2025-2026 Budget

**VINE STREET CRA
RESOLUTION NO. _____**

**A RESOLUTION ADOPTING THE VINE STREET COMMUNITY
REDEVELOPMENT AGENCY BUDGET FOR THE FISCAL YEAR 2025-2026**

WHEREAS, the Vine Street Community Redevelopment Agency (the “VSCRA”) budget is established to identify the projected Tax Increment Trust Fund revenues and allocated expenditures therefrom for the fiscal year beginning October 1, 2025 and ending September 30, 2026, and;

WHEREAS, Florida Statute 163.387 requires that any allocated revenues in the VSCRA Trust Fund be expended for redevelopment projects pursuant to an annual budget authorized and approved by the VSCRA; and

WHEREAS, a public hearing was held to provide the stakeholders within the VSCRA district an opportunity to discuss the operating budget for the 2025-2026 fiscal year on September 3, 2025; and

WHEREAS, the VSCRA approves and adopts said budget after the second budget hearing on September 16, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE VINE STREET COMMUNITY REDEVELOPMENT AGENCY, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 2. This Resolution shall take effect immediately upon the adoption date below.

ADOPTED by the Vine Street Community Redevelopment Agency Board of Directors
this _____ day of _____ 2025.

Jackie Espinosa, Chair

ATTEST:

Tameara Crespo, CMC, City Clerk

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

VINE STREET COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Vine Street Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Intergovernmental				
Revenue	\$ 1,263,631	\$ 1,572,017	\$ 1,572,017	\$ 2,091,270
Interest Earnings	320,641	5,000	5,000	5,000
Miscellaneous				
Transfer from General				
Fund	1,183,889	1,472,814	1,472,814	1,959,299
Fund Balance Carryover	<u>4,182,803</u>	<u>5,529,299</u>	<u>6,415,141</u>	<u>5,079,176</u>
TOTAL SOURCES	\$ <u>6,950,964</u>	\$ <u>8,579,130</u>	\$ <u>9,464,972</u>	\$ <u>9,134,745</u>
General Fund Admin Cost	\$ 110,040	\$ 177,887	\$ 177,887	\$ 181,253
Operating Costs	60,288	869,583	762,583	430,009
Capital Outlay	325,495	3,149,505	1,974,999	2,800,000
Aid to Private Organizations	40,000	1,468,327	1,470,327	1,840,000
Transfers To Other Funds	-	-	-	848,377
Unrestricted Reserves	<u>6,415,141</u>	<u>\$ 2,913,828</u>	<u>\$ 5,079,176</u>	<u>\$ 3,035,106</u>
TOTAL USES	\$ <u>6,950,964</u>	\$ <u>8,579,130</u>	\$ <u>9,464,972</u>	\$ <u>9,134,745</u>

ITEM 8.B

(DKCRA) Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for the Fiscal Year 2025-2026

Request

Approve the Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency fiscal year 2025-2026 budget.

Explanation

Per Florida Statute 163.387, moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the adopted community redevelopment plan pursuant to an annual budget adopted by the board of the community redevelopment agency.

The Tax Increment Funding (TIF) revenues for the Downtown Kissimmee CRA are \$4,639,118. The entire budget for the Downtown Kissimmee CRA is \$9,572,118.

The 2025-2026 Downtown Kissimmee CRA Budget provides funding for the following expenditures:

- Debt service on previous development and infrastructure projects
- Legacy projects, such as the Beaumont Redevelopment Project
- Connect Kissimmee Streetscape Project
- Downtown Holiday Lighting
- Osceola Arts Downtown Mural Program
- Kissimmee Main Street
- Downtown Clean Team
- Other redevelopment projects and programs.

The budget also includes the Commercial Property Improvement Grant (CPIP), the Pioneer Project Incentive Program (PPIP) and the Demolition Assistance Program.

Recommendation

Approve the Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency fiscal year 2025-2026 budget.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: David Rodriguez

Attachment(s):

1. (S) Resolution for Annual DKCRA Budget 2026 (1)
2. DKCRA Proposed FY 2025-2026 Budget

**DOWNTOWN KISSIMMEE CRA
RESOLUTION NO. _____**

**A RESOLUTION ADOPTING THE DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT AGENCY BUDGET FOR THE
FISCAL YEAR 2025-2026**

WHEREAS, the Downtown Kissimmee Community Redevelopment Agency (the “DKCRA”) budget is established to identify the projected Tax Increment Trust Fund revenues and allocated expenditures therefrom for the fiscal year beginning October 1, 2025 and ending September 30, 2026, and;

WHEREAS, Florida Statute 163.387 requires that any allocated revenues in the DKCRA Trust Fund be expended for redevelopment projects pursuant to an annual budget authorized and approved by the DKCRA; and

WHEREAS, a public hearing was held to provide the stakeholders within the DKCRA district an opportunity to discuss the operating budget for the 2025-2026 fiscal year on September 3, 2025; and

WHEREAS, the DKCRA approves and adopts said budget after the second budget hearing on September 16, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 2. This Resolution shall take effect immediately upon the adoption date below.

ADOPTED by the Downtown Kissimmee Community Redevelopment Agency Board of Directors this _____ day of _____ 2025.

Jackie Espinosa, Chair

ATTEST:

Tameara Crespo, CMC, City Clerk

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Downtown Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries. Transfer to other funds includes programs or projects in accordance with pending 2025 Plan Update.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Intergovernmental				
Revenue	\$ 1,741,707	\$ 2,324,878	\$ 2,332,931	\$ 2,744,483
Interest Earnings	412,436	10,000	100,000	10,000
Miscellaneous Revenue	67,966	70,517	70,517	73,338
Transfer from General				
Fund	1,202,376	1,604,964	1,604,964	1,894,635
Fund Balance Carryover	<u>6,341,297</u>	<u>7,050,529</u>	<u>7,420,399</u>	<u>4,849,662</u>
TOTAL SOURCES	\$ <u>9,765,782</u>	\$ <u>11,060,888</u>	\$ <u>11,528,811</u>	\$ <u>9,572,118</u>
Professional Services	\$ 35,941	\$ 561,856	\$ 559,856	\$ 374,299
Other Operating Costs	149,728	135,872	135,872	90,630
General Fund Admin Cost	110,040	112,181	112,181	115,547
Capital Outlay	81,720	6,283,698	3,788,213	1,780,000
Aid to Private Organizations	304,569	1,057,543	800,893	1,350,000
Transfer to Other Funds	1,663,385	1,282,134	1,282,134	2,795,631
Unrestricted Reserves	<u>7,420,399</u>	<u>1,627,604</u>	<u>4,849,662</u>	<u>3,066,011</u>
TOTAL USES	\$ <u>9,765,782</u>	\$ <u>11,060,888</u>	\$ <u>11,528,811</u>	\$ <u>9,572,118</u>

ITEM 8.C

(DKCRA) Holiday Lighting Agreement with We Hang Christmas Lights for FY 2025-2026

Request

Request to approve the first renewal to the Agreement, contract #20250096, between the Downtown Kissimmee CRA and We Hang Christmas Lights and authorize the Economic Development Director to add any additional services to the scope of work not to exceed \$10,000.

Explanation

In 2024, the Downtown Kissimmee CRA entered into an agreement with We Hang Christmas Lights to provide holiday lighting installation and removal, design, and storage services. Prior to this agreement, We Hang Christmas Lights served as a subcontractor to a previously awarded vendor from 2021 through the 2023 holiday season. We Hang Christmas Lights has consistently demonstrated their ability to perform the desired services, while also possessing unmatched knowledge of the specifics of light installation within the Downtown Kissimmee area. The Downtown Kissimmee CRA would like to execute the first renewal of the 2024 agreement with We Hang Christmas Lights for holiday lighting services for the 2025 fiscal year. Downtown Kissimmee CRA and We Hang Christmas Lights' 2024 contract allows for up to three one-year renewals at the discretion of the CRA and City of Kissimmee.

The proposed 2025 decorations would expand upon the holiday displays to include additional decorations within the new courtyard of the City Hall building.

This project is supported by Goal 23 within the Downtown Kissimmee CRA Redevelopment Plan: The DKCRA shall implement activities to establish a distinctive character and identity within the Downtown Redevelopment Area.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622203-503434		Decrease	\$50,000	\$47,910.50

Financial Summary:

The 2025 contract will cost a total of \$72,905.50. The DKCRA will cover \$47,910.50 and the City of Kissimmee's Parks and Recreation Department will fund \$10,000.00. The City of Kissimmee Development Services Department will fund \$14,995.00 for lighting in the City Hall Courtyard.

Recommendation

CRA staff recommend the approval of the First Renewal to the Agreement, contract #20250096, between the Downtown Kissimmee CRA and We Hang Christmas Lights and to authorize the Economic Development Director to add any additional services to the scope of work not to exceed \$10,000.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: Samia Singleton

Attachment(s):

1. (S) 1st Amendment Renewal between CRA We Hang Christmas Lights 2025

**FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE
DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
AND WE HANG CHRISTMAS LIGHTS**

THIS FIRST AMENDMENT AND RENEWAL is made this _____ day of _____ 2025, by and between **WE HANG CHRISTMAS LIGHTS** located at 4280 Church Street Suite 1556, Sanford, FL 32771, hereinafter known as “Vendor,” and the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CRA.” The Vendor and the CRA are collectively referred to hereinafter as the "Parties".

WHEREAS, the CRA seeks the services of a licensed, qualified and experienced holiday lighting and decorations vendor to provide the installation, removal, storage, and maintenance of CRA owned holiday lighting and decorations in select locations within CRA area for the 2025 holiday season; and

WHEREAS, on August 6, 2024 the Parties entered into an Agreement for Holiday Lighting Design and Installation (the “Original Agreement”) which is set to expire on July 1, 2025; and

WHEREAS, the CRA determined the services and performance of Vendor effectively met the goals and objectives of the CRA and City of Kissimmee; and

WHEREAS, the CRA and Vendor now mutually desire to extend the Original Agreement for an additional one (1) year period in accordance with Section 2 of the Original Agreement.

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 CRA and Vendor agree to the terms and conditions of the Original Agreement dated August 6, 2024, incorporated herein by reference and attached hereto as **Attachment “1”**.
3. **TERM.** The CRA and Vendor agree to exercise the first one (1) year renewal provided under Section 2 (“Term”) of the Original Agreement, extending the terms and conditions therein an additional year.
4. **AMENDMENT.** Exhibits A and B of the Original Agreement are hereby amended to reflect the new Scope of Work for the 2025 holiday season, attached hereto as **Attachment “2”**.
5. **Section 4 (“Payment”)** is hereby amended to reflect the costs of goods and services outlined in Attachment “2” for the 2025 holiday season totaling **\$72,905.50** for both the Downtown CRA area and City Hall.
6. **Effective Date.** This First Amendment and Renewal of the Agreement between **CRA and We Hang Christmas Lights**, shall be effective upon full execution and shall extend the term of the Agreement through July 1, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal Agreement, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

WE HANG CHRISTMAS LIGHTS

By: Connor Graham

Title: President

Date: 8/20/25

STATE OF FLORIDA
COUNTY OF Seminole

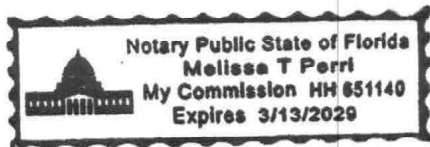
The foregoing instrument was acknowledged before me this 20th day of August, 2025, by means of ☒ physical presence or ☐ online notarization by Connor Graham as President for We Hang Christmas Lights, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Melissa T Perri

Print Name: Melissa T Perri

My Commission Expires: 3.13.29



**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Jackie Espinosa, CRA Chair

Date: _____

ATTEST:

Tamaera Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

**AGREEMENT BETWEEN THE DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY
AND WE HANG CHRISTMAS LIGHTS**

THIS AGREEMENT is made this 6th day of August 2024, by and between **WE HANG CHRISTMAS LIGHTS** located at 4280 Church Street Suite 1556, Sanford, FL 32771, hereinafter known as "Vendor," and the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CRA." The Vendor and the CRA are collectively referred to hereinafter as the "Parties".

WHEREAS, the CRA seeks the services of a licensed, qualified and experienced holiday lighting and decorations vendor to provide the installation, removal, storage, and maintenance of CRA owned holiday lighting and decorations in select locations within CRA area for the 2024 holiday season; and

WHEREAS, the CRA seeks a vendor who can provide creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all designated locations within the Downtown Kissimmee CRA area; and

WHEREAS, the CRA seeks the services of a vendor to provide the installation, removal, and servicing of additional holiday lighting and decorations as requested in select locations within CRA area for the 2024 holiday season beyond those already within the CRA's existing inventory (the "Project"); and

WHEREAS, Vendor qualifies as a single source vendor because of the goods and services needed to effectuate the Project; and

WHEREAS, Vendor agrees to complete the Project pursuant to the proposal specifications attached as Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by reference.

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. TERM.** The term of this Agreement shall be effective from July 1, 2024 to July 1, 2025. The CRA shall retain the option, at its sole discretion, to award up to three (3), one-year renewal periods to the selected Vendor.
- 3. SCOPE OF WORK.** Vendor agrees to perform the services outlined within Exhibit "A" and Exhibit "B." This shall include the provision of holiday lighting and decorations in specific locations within the Downtown Kissimmee CRA for the 2024 holiday season.
- 4. PAYMENT.** The CRA agrees to pay Vendor for goods and services as set forth in Exhibit "A", totaling \$47,710.50, and Exhibit "B", totaling \$12,000.00. Invoices shall provide details of all Project expenses permitted in this Agreement. Upon review and approval of the Vendor's invoice and verification that services have been rendered in conformity with this Agreement, the CRA,

through payment issued by the Economic Development Department or the CRA Manager, shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Vendor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

- 5. INDEMNIFICATION.** To the extent permitted by law, Vendor, hereby releases and waives all claims against the CRA or the City of Kissimmee, its officers, employees, agents, independent contractors for any injury or damage to the person, property, or business of Vendor, its agents, employees, sub-contractors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any CRA properties whether such damage is caused by the CRA or City of Kissimmee or any other person. Nothing in the agreement shall be construed as a waiver of the CRA or City of Kissimmee's statutory sovereign immunity pursuant to Fla. Stat. § 768.28.

Vendor agrees to indemnify and hold harmless the CRA and the City of Kissimmee, 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, to the extent caused by Vendor's negligent performance of the Agreement or any breach or default of Vendor.

- 6. INSURANCE.** Vendor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Vendor's fault or negligence in connection with this Agreement. Vendor shall, prior to commencing work, furnish evidence to the CRA and/or the City of Kissimmee of required insurance requirement naming the CRA and/or the City of Kissimmee as additional insured:

- a. **Workers Compensation:** Vendor 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:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** Vendor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

- 7. PERFORMANCE BOND.** Vendor shall post a performance bond for the total amount of the Project.

- 8. NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

- a. Notices sent to the CRA shall be addressed as follows:
Economic Development Department
Attn: CRA Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

b. Notices send to the Vendor shall be addressed as follows:

We Hang Christmas Lights
Attn: Connor Graham
4289 Church Streer STE 1556
Sanford, FL 32771

9. SUBCONTRACTORS. All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Vendor from the responsibility to the CRA for the proper completion of all work to be executed under this Agreement, and the Vendor shall not be released from the responsibility by any subcontractor agreement the Vendor makes with others. If applicable, Vendor shall be required to furnish to the CRA, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

10. ASSIGNMENT. Vendor shall not assign this Agreement without the express written consent of the CRA.

11. GOVERNING LAW. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

12. TERMINATION FOR CONVENIENCE. The CRA reserves the right to terminate the Agreement in whole or part by giving Vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CRA, the Vendor shall only provide those services specifically approved or directed by the CRA. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the CRA 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 Vendor.

Upon termination, Vendor shall bill the CRA for all amounts not previously billed and due to the Vendor at that time. 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 CRA. Vendor shall however, be entitled to payment for services commenced and approved by the CRA prior to receipt of notice, or with the expressed written consent of the CRA, prior to the effective date of termination.

13. TERMINATION FOR CAUSE. If the CRA wishes to terminate the Vendor for cause due to the failure of Vendor 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 CRA must provide the Vendor with written notice of said failure to perform. The CRA must give ten (10) working days from the Vendor's receipt of the Notice to Cure for the Vendor to cure or take reasonable action to commence to cure the performance concerns specified. If Vendor does not take appropriate action within the ten (10) day period, the

CRA may issue a Final Notice to Cure. Vendor 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 CRA can terminate the Agreement. If the Vendor is terminated for cause, the CRA may provide or employ any necessary labor and materials in lieu of Vendor to finish part or all of the work under the Agreement or to supplement the work of Vendor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Vendor; and if such cost shall exceed the balance due to Vendor, then the Vendor shall pay the difference to the CRA.

- 14. WAIVER:** The CRA's failure to act with respect to a breach by Vendor does not waive its right to act with respect to subsequent or similar breaches. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.
- 15. HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
- 16. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 17. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 18. RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.
- 19. CONSTRUCTION DEFECTS NOTICE:** Chapter 558, Florida Statutes, contains important requirements you must follow before you bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this Agreement a written notice referring to Chapter 558 of any construction condition you allege is defective and provide such person the opportunity to inspect the alleged construction defect and to consider making an offer to repair or pay for the alleged construction defect. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.
- 20. FLORIDA LIEN LAW NOTICE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND WHO ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR**

PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU SHOULD CONSULT AN ATTORNEY.

- 21. CHANGES IN WORK ITEMS OR SCOPE.** The CRA and the Vendor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Vendor and the CRA. All Change Orders must be approved by the CRA in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Vendor unless the Vendor has received a prior written Change Order, signed by an authorized representative of the CRA, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Vendor as a result of Vendor's failure to properly evaluate the extent of the rehabilitation work.
- 22. GUARANTEES AND WARRANTIES.** The Vendor shall guarantee to correct any work that fails to conform to this and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by this Agreement. All reasonable work to be corrected shall be specified in writing signed by the CRA and delivered to Vendor at Vendor's place of business. The provisions of this article apply to work done by subcontractors as well as work done by the Vendor. Vendor shall furnish the CRA with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.
- 23. BREACH.** Failure of Vendor or the CRA 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 CRA has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the CRA, except the payments required under the Agreement, Vendor may terminate this Agreement immediately without notice. If the CRA fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Vendor to cure said default, unless the CRA disputes satisfactory performance of services.
- 24. EXHIBITS:** Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
- 25. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected vendor.

26. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

27. NO WAIVER OF SOVEREIGN IMMUNITY: Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CRA of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

28. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

29. PUBLIC RECORDS. Vendor 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 Vendor 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 Vendor has questions regarding the application of Chapter 119, Florida Statutes, to Vendor'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.

30. E-VERIFY. In compliance with Section 448.095, Fla. Stat., Vendor 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) Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor 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, Vendor, 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 Vendor otherwise complied, shall promptly notify Vendor and Vendor 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. Vendor acknowledges that upon termination of this Agreement by the City for a violation of this section by Vendor, Vendor may not be awarded a public contract for at least one (1) year. Vendor further acknowledges that Vendor 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.* Vendor 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. Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

31. ENTIRE AGREEMENT. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

32. MODIFICATIONS. Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

[The balance of this page is left intentionally blank;]

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Agreement, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

WE HANG CHRISTMAS LIGHTS

By: CONNOR GRAHAM

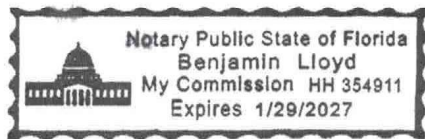
Title: PRESIDENT

Date: 7/16/2024

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 16 day of July, 2024, by means of ☒ physical presence or ☐ online notarization by (Name of Person) _____ as (Type of Authority) for (Vendor Company Name), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: BEN LLOYD
My Commission Expires: 1.29.27

**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

By: Olga Gonzalez
Olga Gonzalez, CRA Chair

Date: August 06, 2024



ATTEST:

Linda S Hansell
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney



We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771

407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

RECIPIENT:

City of Kissimmee CRA

101 Church Street
Kissimmee, Florida 34741
Phone: 321 443 858

Quote #3629

Sent on 02/01/2024

Total \$47,710.50

Product/Service	Description	Qty.	Unit Price	Total
Custom Archway	Lights strung on archway -Golden with PURE WHITE twinkle lights wrapped around columns and arch -Includes 2 Pure White Flood lights to illuminate the Kissimmee middle portion with custom mounting bracket	1	\$7,500.00	\$7,500.00
Palm Trunk- Medium	Palm Trunk wrapped with 5mm LED Minis (WARM WHITE) -Roughly 7 strands will be used- power run to closest light pole -Mainstreet: These palms are roughly every other palm tree down	24	\$210.00	\$5,040.00*
Tree Wrap- Semi Extensive	Wrapping the trunk of tree plus some of the branches up with LED 5mm Mini Lights: Golden with Pure White twinkle -We plan to use 13 strands per tree -Broadway from Emmett to Neptune	18	\$390.00	\$7,020.00*
Palm Trunk- Medium	[RUBY PARK PLAZA] Palm Trunk wrapped with 5mm LED Minis (WARM WHITE) -Roughly 7 strands will be used -Ruby Park Plaza (the palms closest to the walking area)	17	\$210.00	\$3,570.00*
Civic Center	-Roof line lit with C9 bulbs: Roughly 400ft-\$2400 -Trunk wrap 6 crepe myrtles in the small island in front of building \$1200 -5 palm trunks located on left of the building \$900	1	\$4,500.00	\$4,500.00
Monument of States	Custom "Tree of Lights" on monument: We will string Pure White Twinkle lights from top to bottom \$4000 -Located in front of the Berlinsky House	1	\$4,100.00	\$4,100.00
Trunk Wrap	[BERLINSKY HOUSE] Palm Trunk wrapped with 5mm LED Minis (WARM WHITE) -Place RGBs on truck to lit up the fronds -2 palms located behind the Belinsky house Wrap the trunks and branches of 2 large oak tree located in front of the Berlinsky House- We estimate roughly 30 strands per tree \$1800	1	\$2,120.00	\$2,120.00*

We Hang Christmas Lights

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407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Tree- Crepe Myrtle	[LAKEVIEW DRIVE] Crepe Myrtle trunk wrapped using 5mm LED Minis (WARM WHITE) -Roughly 7 strands will be used -18 crepe myrtles along lakeview dr	18	\$210.00	\$3,780.00*
Unlit pole garland	-40 poles, 2 strands per pole -every other pole along roadway -Place Red/ Gold trim 18" bows on every other pole	40	\$140.00	\$5,600.00
Meteors	Install 150 Meteors in oaks along main street medians -18 trees with 6-7 each tree -25 meteors for the 2 trees at Berlinksy House	150	\$86.00	\$12,900.00

* Non-taxable

Hi Samia, this quote is for the same display we have done in the previous years. We added a 15% discount since we have done this job for the last 3 years and for early install.

-Includes install, maintenance, removal and storage for client owned product.

-Replacement products will be billed to customer at cost. (This would only be for replacing strands/ meteors to get to the exact quoted scope of work)

We would like to walk the project and offer a few ideas to enhance the display since it hasn't changed the last 3 years. We could do 3D animated decor in some

Subtotal	\$56,130.00
Discount (15.0%)	- \$8,419.50
Total	\$47,710.50



We Hang Christmas Lights

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Notes Continued...

of the medians or the park area, additional lights in areas etc.

This quote is valid for the next 30 days, after which values may be subject to change.

Terms and Conditions:

We look forward to working with you! The document below outlines our terms and conditions.

Our service includes Design, Install, Maintenance, Removal and Storage for the products/ decor provided by us. We do not sell product unless it is listed as a permanent install on the quote. We LEASE/ rent out the products/ decor.

A deposit of 50% must be received before work will begin. The balance must be paid in full upon completion of the installation. Credit cards are required to be saved to your profile and this notice gives us authorization to run for the final balance if payment is not received within 30 days after invoiced date. A penalty of 2% per month can be applied to all balances if not paid after 30 days of the invoice date.

We Hang Christmas Lights will be fully insured with the proper General Liability, Workers Comp, and Auto Policies during our term of this contract. We also carry a 2MM Umbrella Policy. Employees of We Hang Christmas Lights, will all be properly trained/ uniformed and in safety compliance with OSHA guidelines while on the property.

Customer acknowledges that We Hang Christmas Lights fills their schedule well in advance, and all cancellations will be charged 50% of the total cost. If a 3 year contract is agreed to, and the customer decides to terminate the contract in year 2 or 3, We Hang Christmas Lights has the right to charge up to a 15% buy out fee.

Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights. Lights will be tested and left in working condition once installed. For commercial projects we do quality checks every 3 days after Thanksgiving, however if lights are out, we will need to be notified. We will have the issue resolved within 24-48 hours of notice.

We Hang Christmas Lights will cover all first offenses of theft, vandalism, destruction from animals or landscape company's negligence. If issues continually arise, we have the right to charge a service fee accordingly.

GFI outlets are DESIGNED to trip from moisture/rain. We do our best to prevent this, but some outlets/ breakers can be more sensitive than others. Customers are responsible for resetting GFIs. We ask our communities/ homeowners to turn the irrigation to run between 8 AM – 3PM or shut off certain zones during the season. We also ask for all customers to have the landscaping trimmed prior to install. We recommend sending an email to the landscapers to notify you will have holiday lights installed from October-January, so they can notify crews to be cautious.

We Hang Christmas Lights does our very best to attach lights/décor with temporary fasteners, however some areas will need permanent anchors put into place. Wreaths and any garland will need small anchors to be placed. Customer understands we begin installing lights as early as October 1st, they will not be turned on until mid November. Greenery will be installed starting November 1st.

If any of the provisions of this Contract are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Contract and shall not cause the remainder to be invalid or unenforceable. Neither of us will be liable to the other for indirect, incidental, special, punitive or exemplary damages that result from the performance or the failure to perform any duties under this agreement.

You hereby acknowledge and agree that in any and all events, our liability to you for any damages that you may incur as a result of our acts or omissions or negligence shall not exceed the greater of available insurance or the fee charged for the lease under this Agreement, determined as of the date on which such damages accrue.

Signature: _____ Date: _____

 **WE HANG
CHRISTMAS
LIGHTS FLA.COM**

City of Kissimmee
2024 Decor Add-On



Decor

Here is our recommended decor packages:

Package 1: Provides festive decor as cars drive along Broadway, and also gives a nice display at Ruby Plaza for guests to take photos while sitting in decor.

Package 2: Gives the most impact along Broadway, each median would have a decor piece.

We can move the decor to other areas if desired.

Decor Packages

Package 1: Ruby Plaza and Broadway

Broadway

- Majestic 3D Ornament - 6.5'
- Majestic 3D Heart - 5.5'

Ruby Plaza

- 2D Enchanted Present - 9.8'
- Christmas 3D Ornament Bench - 5.9'
- Christmas 3D Present Bench - 8'

Package 2: Broadway Only

- Majestic 3D Ornament - 6.5'
- Majestic 3D Heart - 5.5'
- 2D Enchanted Present - 9.8'
- Majestic Giftbox - 6.5'
- Majestic Candy Cane - 6.3'

BROADWAY

Package 1 :

Majestic Heart

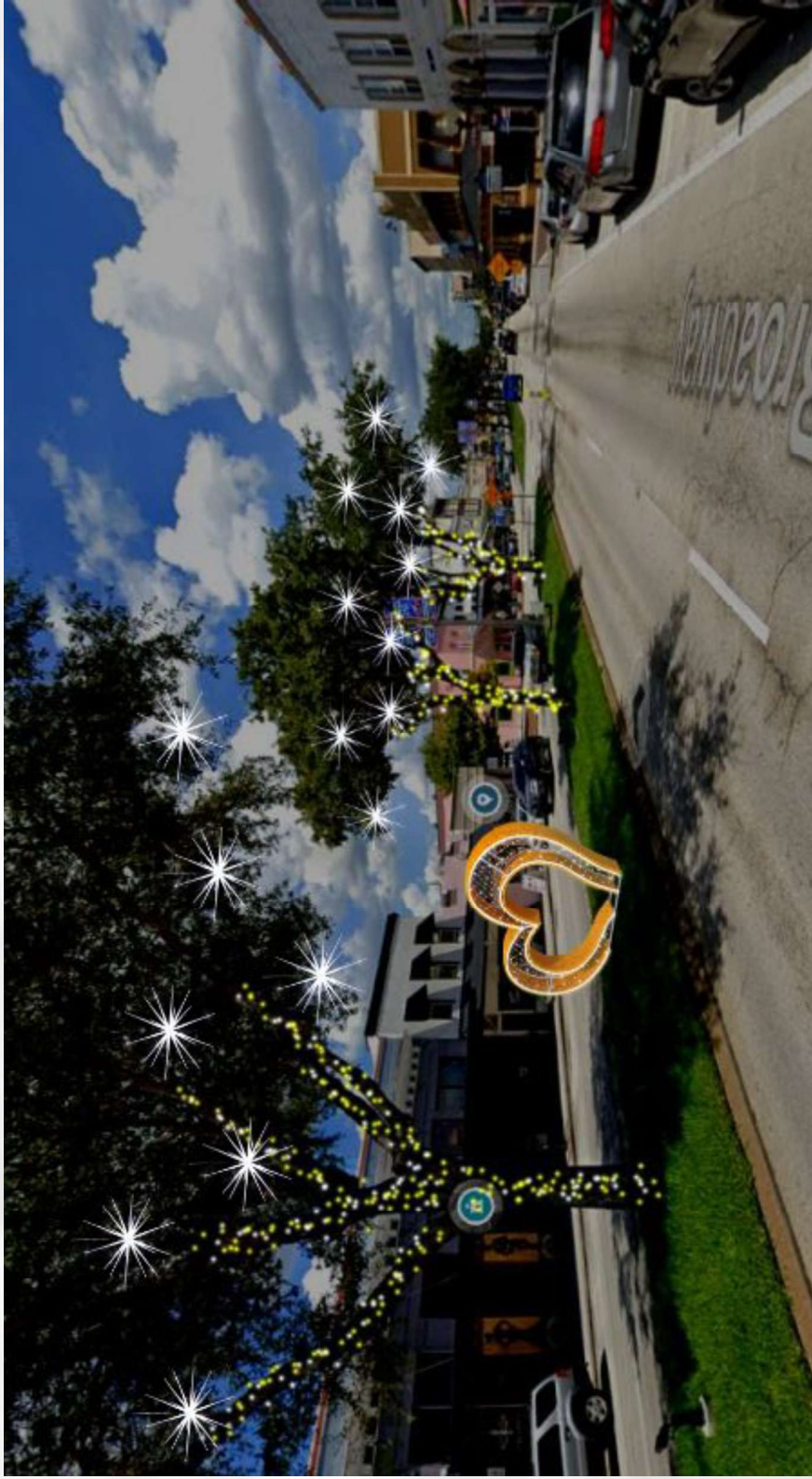
H 5.57ft x W 7.21ft D 0.98ft

Majestic Heart in gold

glittering garland

-Placed in grass median along
Broadway

Note: Tree wraps and
Meteors are included in
original scope of work



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CHRISTMAS
LIGHTS FL.COM

BROADWAY

Package 1 :

Majestic Ornament

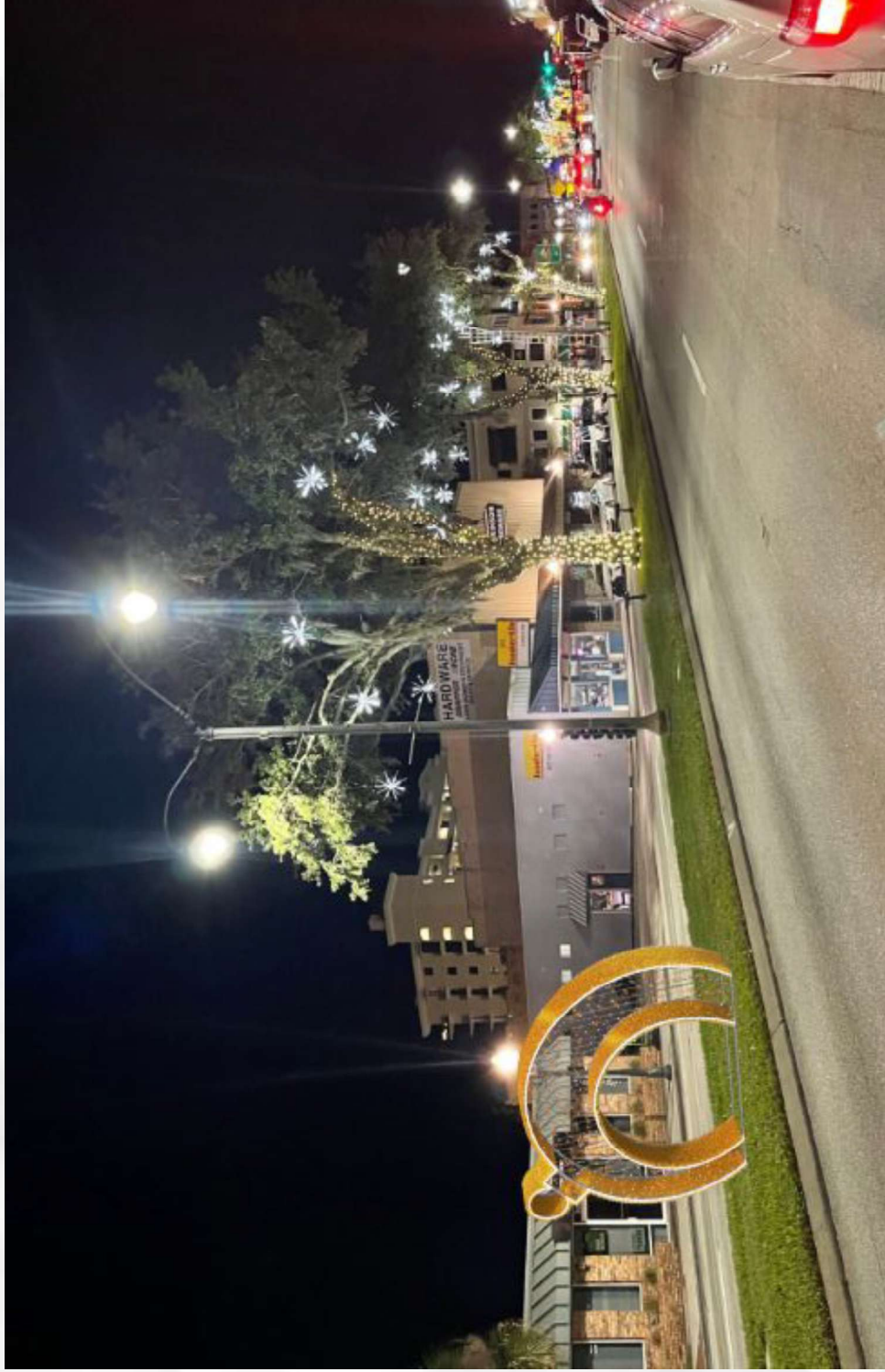
H 6.56ft x W 7.54ft x D

0.98ft

Majestic Ornament in gold
glittering garland.

-Placed in grass median along
Broadway

Note: Tree wraps and
Meteors are included in
original scope of work



WE HANG
CHRISTMAS
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Ruby Plaza

Package 1:

-Christmas 3D Ornament Bench

H 5.9ft x W 6.6ft x D 1.6ft
Sit in Bench with PVC net and garland, LED rope light and LED string lights.

-Christmas 3D Present Bench

H 8.3ft x W 7.5ft x D 1.64ft
Sit in Bench with PVC net and garland, LED rope light and LED string lights.

-2D Enchanted Present

H 9.84ft x W 7.22ft
Enchanted Present in gold glittering vinyl and twinkle lights

-This INCLUDES wrapping
3-5 additional palms



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BROADWAY

Package 2:

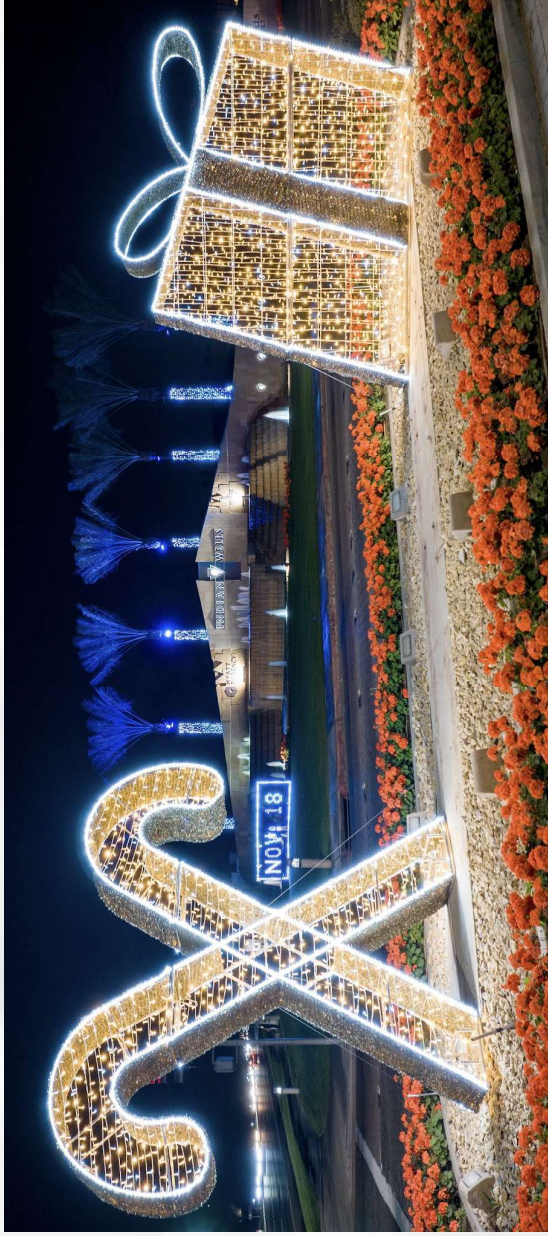
All of the following decor would be placed in the medians along Broadway

- Majestic Candy Cane**
H 6.3ft x W 7.22ft x D 0.98ft
-Red glittering garland with lights
- Majestic Ornament**
H 6.56ft x W 7.54ft x D 0.98ft
-Gold glittering garland with lights

- Majestic Heart**
H 5.57ft x W 7.21ft D 0.98ft
-Gold glittering garland with lights

- Majestic Giftbox**
H 6.3ft x W 7.21ft D 0.98ft
-Gold glittering garland with lights

- Enchanted Present 2D**
H 9.84ft x W 7.22ft
Enchanted Present in silver reflective vinyl with twinkle lights.



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LIGHTS FL.COM

Monument of States

Visual to show decor placed around Monument of States instead of in medians along Broadway

This could be done with Package 1 or 2

Majestic Giftbox

H 6.56ft x W 7.54ft x D 0.98ft

Majestic Ornament in gold glittering garland.

Majestic Heart

H 5.57ft x W 7.21ft D 0.98ft

Majestic Heart in gold glittering garland.

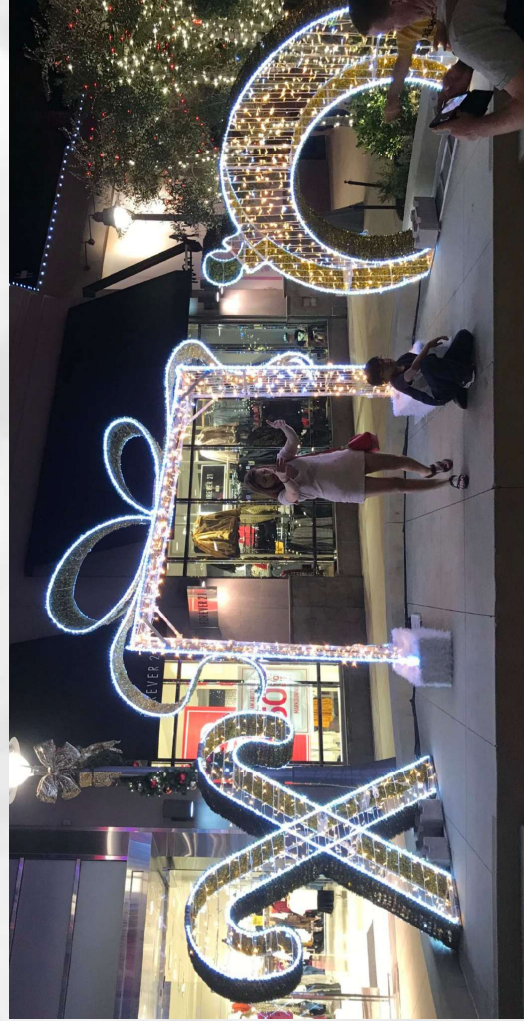
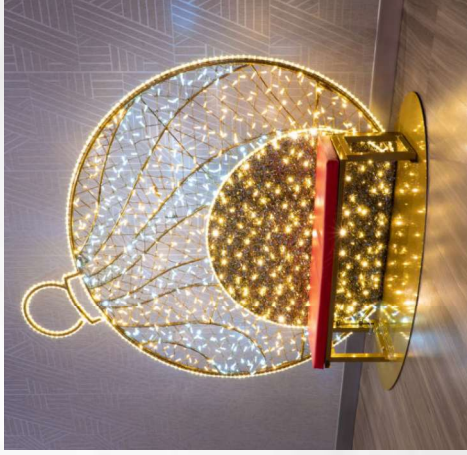
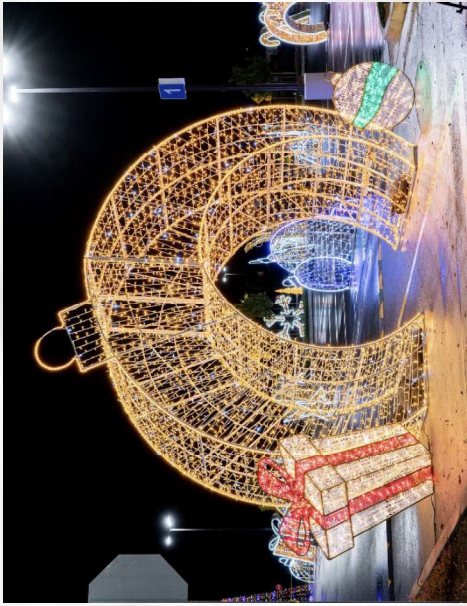


Ruby Plaza

Other Decor Options:

Here are a few other options we can provide- among many others not shown.

If the city has seen any other type of decor or has any other ideas, please let us know. We have the ability to create any piece.



WE HANG
CHRISTMAS
LIGHTS FL.
COM

PRICING

INSTALL - SERVICE - REMOVAL -
ALL PRODUCT AND DECOR - STORAGE

Package 1 or 2

**YEARLY PRICE:-
\$12,000.00**

In the event of any necessary budget modification we are able to adjust decor items, remove or add decor to the package in order to make the display fit within the budget. These discussions and final decor decisions can be done in a second phase before or after approval of this presentation.

THANK YOU

We appreciate the opportunity to provide the City of Kissimmee with our design ideas and decor options. We look forward to continuing our relationship in making Kissimmee a festive and family orientated environment for the holidays!

Please do not hesitate to reach out to us with any inquiries or suggestions. We are committed to accommodating your needs and ensuring a successful collaboration.

We Hang Christmas Lights
4280 Church St STE 1556
Sanford, FL 32771

Connor Graham
Cell: (407) 848-8014
connor@wehangchristmaslights.com

Office: (407) 501-7999
wehangchristmaslightsorlando@gmail.com

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771

407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

RECIPIENT:

City of Kissimmee CRA

101 Church Street
Kissimmee, Florida 34741
Phone: 321 624 6345

Quote #4712

Sent on 06/30/2025

Total \$14,995.00

Product/Service	Description	Qty.	Unit Price	Total
Optional				
Tree Wrap- Semi Extensive	Wrapping the trunk of tree plus some of the branches up with LED 5mm Mini Lights (CHAMPAGNE: WARM WHITE WITH PURE WHITE TWINKLE) -Tree left of city hall will use roughly 25 strands -Tree on the right of city hall will use roughly 60 strands	85	\$30.00	\$2,550.00
28" Meteor Burst	28" Meteor Burst (PURE WHITE) Cascading lights to look like a bursting star -Hung in a decorative manner in the oak trees on the left and right of city hall building	25	\$120.00	\$3,000.00
Wreath 72" LED with 24" Bow	72" LED Lit Wreath with 24" Red/ Gold commercial grade 3d vinyl bow -Placed on upper brick area between the two windows (behind the American Flag)	1	\$900.00	\$900.00
Wreath 48" LED with 24" Bow	48" LED Lit Wreath with 24" Red/ Gold commercial grade 3d vinyl bow -Placed over the main door into City Hall	1	\$350.00	\$350.00
Tree- Small	Small tree wrapped with 5mm LED Minis (CHAMPAGNE: WARM WHITE WITH PURE WHITE TWINKLE) -Includes trunk and top, the top will have roughly 1-2' spacing between strands -Roughly 7 strands will be used. -Cypress trees located in the planter beds in front of city hall and in the court yard	6	\$210.00	\$1,260.00
Spritzer 24" LED- Standing	24" LED Spritzer placed on stakes at different heights in a decorative manner; Animated -Will look like a bursting star floating at night time -RGB: We can set to a variety of settings and colors. These will be placed in the landscape beds throughout the courtyard area	16	\$170.00	\$2,720.00

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771

407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
				Optional
Garland	LED Lit Commercial Grade Garland 9 ft by 14 in -Garland swagged from the overhang, includes 45' along the front and 65' along the right side. These will attach to the tops of each column. -We plan to use 15 strands Another option is wrapping the white portion of the 10 columns, this will take 3 strands per column and cost \$4500.	15	\$150.00	\$2,250.00
				Optional
15" Bow	15" Commercial grade 3D vinyl red and gold bow -Placed on each attachment point on the garland, we plan to have 9 points of attachment	9	\$35.00	\$315.00
				Optional
Garland	LED Lit Commercial Grade Garland 9 ft by 14 in -Wrap the 5 poles in front of City Hall with garland, 2 strands per pole -Includes 18" bow at the top of the garland	5	\$330.00	\$1,650.00
			Total	\$14,995.00

This quote is valid for the next 30 days, after which values may be subject to change.

Service Agreement for We Hang Christmas Lights (WHCL)

Holiday Lighting and Decor

Our service includes the design, installation, maintenance, removal, and storage of the products and decor provided by us. We do not sell products unless listed as a permanent installation on the quote. ALL HOLIDAY PRODUCTS AND DECOR ARE LEASED/RENTED FROM US.

Landscape/ Permanent/ Architectural Lighting

WHCL agrees to provide landscape lighting services, which may include installation, maintenance, repair, and other related services as agreed upon by both parties. We warranty our workmanship for 1 year. Manufacturer warranty included in the product line item.

Payment Terms:

- A deposit of 50% is required before work begins.
- The balance must be paid in full upon completion of the installation.
- Credit card information must be saved to your client portal, authorizing us to charge the final balance if payment is not received within 30 days of the invoice date.
- A 2% per month penalty may be applied to all unpaid balances after 30 days from the invoice date.

Insurance and Compliance:

- We Hang Christmas Lights is fully insured with General Liability, Workers' Compensation, and Auto Policies during the contract term.
- All employees are properly trained, uniformed, and compliant with OSHA safety guidelines while on your property.

Cancellation and Termination:

- Customer acknowledges that our schedule fills well in advance. --Cancellations will incur a charge of 50% of the total cost.
- For three-year contracts (Commercial jobs only), if the customer terminates in year two or three, We Hang Christmas Lights reserves the right to charge up to a 15% buyout fee.

Customer Responsibilities:

- Provide adequate electrical outlets adjacent to the proposed decoration locations.
- Customers are responsible for resetting GFCI outlets that may trip due to moisture or rain.
- Customers are requested to schedule irrigation between 8 AM – 3 PM or shut off certain zones during the season and have landscaping trimmed before installation.
- We recommend informing landscapers of holiday light installations from October to January to ensure caution.

Maintenance and Repairs:

- We cover all first offenses of theft, vandalism, destruction by animals, or negligence by landscape companies. Repeated issues may incur a service fee.
- For commercial projects, we perform quality night checks every three days after Thanksgiving until Christmas Day where we inspect the lighting display.
- Customers must notify us if lights are out. We will resolve issues within 24-48 hours of notice.
- GFCI outlets are designed to trip from moisture/rain, some GFCIs can be more sensitive than others and can require the system to dry out before resetting.
- Lights will be tested and left in working condition upon installation.

Installation Specifics:

- Temporary fasteners are used whenever possible, but some areas may require permanent anchors, particularly for wreaths and garlands.
- Installation of lights begins as early as October 1st. Greenery/ decor installation starts November 1st.
- Residential customers are responsible to plug in their lights.
- Commercial customers: If a specific turn-on date is not requested, we will activate the display at our discretion. All displays will be turned on by the Friday after Thanksgiving.

Legal Provisions:

- If any provisions of this contract are deemed invalid or unenforceable by a court of competent jurisdiction, they shall be considered severable and will not affect the remainder of the contract.
- WHCL shall not be liable for any damages or losses arising from circumstances beyond their reasonable control.
- Neither party will be liable to the other for indirect, incidental, special, punitive, or exemplary damages resulting from performance or failure to perform any duties under this agreement.
- Both parties agree to keep all non-public information obtained during the course of this contract confidential and shall not disclose it to any third party without the written consent of the other party. Designs and renderings may not be shared or copied with other contractors.
- Our liability for any damages incurred as a result of our actions, omissions, or negligence shall not exceed the greater of available insurance or the fee charged for the lease under this agreement, determined as of the date such damages accrue.

Acknowledgment: By agreeing to this service, you acknowledge and accept the terms and conditions outlined in this contract.



We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771

407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Signature: _____ Date: _____

We Hang Christmas Lights

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407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

RECIPIENT:

City of Kissimmee CRA

101 Church Street
Kissimmee, Florida 34741
Phone: 321 624 6345

Quote #4539

Sent on _____

Total

\$57,910.50

Product/Service	Description	Qty.	Unit Price	Total
Custom Archway	Lights strung on archway -Golden with PURE WHITE twinkle lights wrapped around columns and arch -Includes 2 Pure White Flood lights to illuminate the Kissimmee middle portion with custom mounting bracket	1	\$7,500.00	\$7,500.00
Palm Trunk- Medium	Palm Trunk wrapped with 5mm LED Minis (WARM WHITE) -Roughly 7 strands will be used- power run to closest light pole -Mainstreet: These palms are roughly every other palm tree down	24	\$210.00	\$5,040.00
Tree Wrap- Semi Extensive	Wrapping the trunk of tree plus some of the branches up with LED 5mm Mini Lights: Golden with Pure White twinkle -We plan to use 13 strands per tree -Broadway from Emmett to Neptune	18	\$390.00	\$7,020.00
Palm Trunk- Medium	[RUBY PARK PLAZA] Palm Trunk wrapped with 5mm LED Minis (WARM WHITE) -Roughly 7 strands will be used -Ruby Park Plaza (the palms closest to the walking area)	17	\$210.00	\$3,570.00
Civic Center	-Roof line lit with C9 bulbs: Roughly 400ft- \$2400 -Trunk wrap 6 crepe myrtles in the small island in front of building \$1200 -5 palm trunks located on left of the building \$900	1	\$4,500.00	\$4,500.00
Monument of States	Custom "Tree of Lights" on monument: We will string Pure White Twinkle lights from top to bottom \$4000 -Located in front of the Berlinsky House	1	\$4,100.00	\$4,100.00
Trunk Wrap	[BERLINSKY HOUSE] Palm Trunk wrapped with 5mm LED Minis (WARM WHITE) -Place RGBS on truck to lit up the fronds -2 palms located behind the Belinsky house Wrap the trunks and branches of 2 large oak tree located in front of the Berlinsky House- We estimate roughly 30 strands per tree \$1800	1	\$2,120.00	\$2,120.00*

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771

407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Tree- Crepe Myrtle	[LAKEVIEW DRIVE] Crepe Myrtle trunk wrapped using 5mm LED Minis (WARM WHITE) -Roughly 7 strands will be used -18 crepe myrtles along lakeview dr	18	\$210.00	\$3,780.00
Unlit pole garland	-40 poles, 2 strands per pole -every other pole along broadway -Place Red/ Gold trim 18" bows on every other pole	40	\$140.00	\$5,600.00
Meteors	Install 150 Meteors in oaks along main street medians -18 trees with 6-7 each tree -25 meteors for the 2 trees at Berlinksy House	150	\$86.00	\$12,900.00
Majestic Heart - 5.5ft	H 5.57ft x W 7.21ft D 0.98ft Majestic Heart in gold glittering garland. -Placed in grass median on Broadway	1	\$2,350.00	\$2,350.00
Majestic Ornament - 6.5ft	H 6.56ft x W 7.54ft x D 0.98ft Majestic Ornament in gold glittering garland. -Placed in grass median on Broadway	1	\$2,350.00	\$2,350.00
Christmas Ornament Bench - 5.9'	H 5.9' x W 6.6' x D 1.6' Christmas Ornament Bench - 5.9' -Placed at Ruby Plaza	1	\$2,500.00	\$2,500.00
Christmas Present Bench - 8'	H 8.3' x W 7.5' x D 1.64' Christmas Present Bench with PVC net, LED rope light and LED string lights -Placed at Ruby Plaza	1	\$3,200.00	\$3,200.00
2D/3D Enchanted Giftbox	H 9.84ft x W 7.22ft x D 2.62ft Decorative 2D/3D Gold Giftbox in glittering warm white lights with reflective gold vinyl panels. -Placed at Ruby Plaza	1	\$1,600.00	\$1,600.00
				Not included
Majestic Giftbox - 6.5ft	H 6.56ft x W 5.9ft x D 0.98ft Majestic Giftbox in gold glittering garland.	1	\$2,350.00	\$2,350.00
				Not included
Majestic Candy Cane Red - 6.3ft	H 6.3ft x W 7.22ft x D 0.98ft Majestic Candy Cane in red and white glittering garland.	1	\$2,500.00	\$2,500.00

We Hang Christmas Lights

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407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Complimentary Maintenance Plan	Beginning the Monday after Thanksgiving, our team will conduct nighttime quality checks. Every three days, we will visit the property at night to inspect the display. During these visits we will: Fix any damaged lights, adjust garland/ bows, inspect power, and or address display as needed. This approach significantly reduces outages and ensures the display remains flawless throughout the season.	1	\$0.00	\$0.00

Subtotal	\$68,130.00
Discount (15.0%)	- \$10,219.50
Total	\$57,910.50

15% discount added for being a past client/ bundle decor discount

This quote is valid for the next 30 days, after which values may be subject to change.

Terms and Conditions:

We look forward to working with you! The document below outlines our terms and conditions.

Our service includes Design, Install, Maintenance, Removal and Storage for the products/ decor provided by us. We do not sell product unless it is listed as a permanent install on the quote. We LEASE/ rent out the products/ decor.

A deposit of 50% must be received before work will begin. The balance must be paid in full upon completion of the installation. Credit cards are required to be saved to your profile and this notice gives us authorization to run for the final balance if payment is not received within 30 days after invoiced date. A penalty of 2% per month can be applied to all balances if not paid after 30 days of the invoice date.

We Hang Christmas Lights will be fully insured with the proper General Liability, Workers Comp, and Auto Policies during our term of this contract. We also carry a 2MM Umbrella Policy. Employees of We Hang Christmas Lights, will all be properly trained/ uniformed and in safety compliance with OSHA guidelines while on the property.

Customer acknowledges that We Hang Christmas Lights fills their schedule well in advance, and all cancellations will be charged 50% of the total cost. If a 3 year contract is agreed to, and the customer decides to terminate the contract in year 2 or 3, We Hang Christmas Lights has the right to charge up to a 15% buy out fee.

Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights. Lights will be tested and left in working condition once installed. For commercial projects we do quality checks every 3 days after Thanksgiving, however if lights are out, we will need to be notified. We will have the issue resolved within 24-48 hours of notice.

We Hang Christmas Lights will cover all first offenses of theft, vandalism, destruction from animals or landscape company's negligence. If issues continually arise, we have the right to charge a service fee accordingly.

GFI outlets are DESIGNED to trip from moisture/rain. We do our best to prevent this, but some outlets/ breakers can be more sensitive than others. Customers are responsible for resetting GFIs. We ask our communities/ homeowners to turn the irrigation to run between 8 AM – 3PM or shut off certain zones during the season. We also ask for all customers to have the landscaping trimmed prior to install. We recommend sending an email to the landscapers to notify you will have holiday lights



We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771

407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

installed from October-January, so they can notify crews to be cautious.

We Hang Christmas Lights does our very best to attach lights/décor with temporary fasteners, however some areas will need permanent anchors put into place. Wreaths and any garland will need small anchors to be placed. Customer understands we begin installing lights as early as October 1st, they will not be turned on until mid November. Greenery will be installed starting November 1st.

If any of the provisions of this Contract are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Contract and shall not cause the remainder to be invalid or unenforceable. Neither of us will be liable to the other for indirect, incidental, special, punitive or exemplary damages that result from the performance or the failure to perform any duties under this agreement.

You hereby acknowledge and agree that in any and all events, our liability to you for any damages that you may incur as a result of our acts or omissions or negligence shall not exceed the greater of available insurance or the fee charged for the lease under this Agreement, determined as of the date on which such damages accrue.

Signature: _____ Date: _____

ITEM 8.D

Advisory Board Vacancy: Affordable Housing Advisory Committee

Request

The Commission is requested to make an appointment to fill a vacancy on the Affordable Housing Advisory Committee.

Explanation

Affordable Housing Advisory Committee Member, Fatima Santiago, has missed more than half of the scheduled meetings for the calendar year of 2025. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or a least one-half of the meetings of the calendar year, he shall be considered to have resigned, and a new placement may be appointed." The new appointee will serve a three-year term. This vacancy requires the candidate to be one of the following:

- A citizen who resides within the jurisdiction of the local governing body making the appointments
- A citizen who is actively engaged as a for-profit provider of affordable housing
- A citizen who is actively engaged in the banking or mortgage industry connected with affordable housing
- A citizen who is a representative of those areas of labor actively engaged in home building connected with affordable housing
- A citizen who represents essential services personnel as defined in the local housing assistance plan

Attached are the pre-approved applications for commission consideration.

Recommendation

The Commission is requested to make an appointment to fill a vacancy on the Affordable Housing Advisory Committee.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. AHAC Applicant - John Rivera (Banking Lender)
2. AHAC Applicant - Shawn Tan (Banking Lender)
3. AHAC Applicant - Jesse Boyd (For Profit Affordable Housing Provider)
4. AHAC Applicant - Steve Auger (For Profit Affordable Housing Provider)
5. AHAC Applicant - Frances Colon (City Resident)
6. AHAC Applicant - Amber Craft (City Resident)
7. AHAC - Fatima Santiago- Removal Letter (08-04-2025)

Advisory Board Application



Submitted on	15 July 2025, 5:21PM
Receipt number	47
Related form version	11

Applicant Information

First Name	John
Last Name	Rivera
Street Address	1809 Brockridge Road
City	Kissimmee
State	FL
Zip Code	34744
Phone	3217105626
Email	john.rivera@mottomortgage.com
Name of Employer	Motto Mortgage
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Motto Mortgage Premier Solutions (Operate, I Do Not Own)
Street Address of Business Owned/Operated by Applicant	401 Pleasant Street
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	FL
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on: Affordable Housing Advisory Committee

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	OSCAR, Boo On Broadway, Hop On Down Town, Caribbean Festival
Please list any special skills or certifications?	20 Years License Mortgage Loan Officer 20 Years License Real Estate Agent
Please attach your resume or proof of qualification and/or licenses.	John Resume.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled
Signature	

[Link to signature](#)

John Rivera

Contact

1809 Brockridge Road
Kindred, Florida 34744
321-710-5626
JohnRivera1017@gmail.com

Objective

Is to Find a job that I can excel and grow alongside my Co-Workers and Management.
Giving them the support when needed while creating a positive work environment

Education

Poinciana High School
Valecia Community College
Florida Real Estate School
Kambuck Mortgage School

Experience

January 2004 to Present
Florida Real Estate Broker FL Shark Realty

March 2008 to Present
Branch Manager/ Mortgage Loan Originator

Key Skills

Sales
Customer Service
Management
Communication
Problem-solving
Fluent In Microsoft Office
Speak Some Spanish

- Conducted daily team training sessions to enhance motivation, improve performance, and ensure alignment with company goals.
- Managed and followed up on leads to convert prospects into sales, consistently achieving or exceeding targets.
- Assisted team members in nurturing their leads, providing guidance to enhance conversion rates.
- Delivered exceptional problem-solving and customer service, ensuring high levels of client satisfaction and resolving issues promptly.

References

Available Upon Request

Leadership

Looking to be part of team to contribute and be successful

Advisory Board Application



Submitted on	14 August 2025, 3:30PM
Receipt number	102
Related form version	12

Applicant Information

First Name	Shawn
Last Name	Tan
Street Address	2211 Hillcrest Street
City	Orlando
State	Florida
Zip Code	32803
Phone	4073426761
Email	stan@ochfa.com
Name of Employer	Orange County Housing Finance Authority
Are you a resident of the City of Kissimmee?	No, I do not live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	

State of Business Owned/Operated by Applicant

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on: Affordable Housing Advisory Committee

Why do you want serve on the Civilian Police Oversight Board?

Why do you think you are a good fit for the Civilian Police Oversight Board?

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

I participated and implemented Orange County's "Housing for All initiative" to address the lack of affordable housing in the county. In addition, I also implemented various housing programs in Orange County to address the lack of affordable housing.

Please list any special skills or certifications?

I have over 25 years of experience in Federal and State housing related programs, including managing Orange County's Affordable Housing Advisory Committee for 9 years. I was the SHIP administrator for Orange County during this time and I am familiar with SHIP requirements and drafted the Local Housing Assistance Plan (LHAP) for the county.

Please attach your resume or proof of qualification and/or licenses.

[Resume Kissimmee.pdf](#)

Demographics & Certifications

Are you a member of any of the following minority groups? Asian

What is your gender? Male

Are you physically disabled? No, I am not physically disabled

Signature



[Link to signature](#)

Shawn Tan

Address: 9066 Stockton Court
Orlando, Florida

Phone (239) 989-5185

Summary: 25 years of experience implementing Federal and State housing related programs.

EXPERIENCE: ORANGE COUNTY BCC, ORLANDO, FLORIDA

2/2024 to Present Position Held: Director Program Operations

Duties Include:

- Manage the daily operations of the Authority.
- Administer the single family Down Payment Assistance programs.
- Coordinate the issuance of mortgage revenue bonds and multi-family tax exempt bonds.
- Monitor multi-family developments for compliance.

EXPERIENCE: ORANGE COUNTY BCC, ORLANDO, FLORIDA

3/2015 to 2/2024 Position Held: Housing Program Development Supervisor

Position Held: Housing Program Manager

Duties Include:

- Manage the county's Affordable Housing Section.
- Administer NSP, SHIP, and HOME programs, including the State of Florida Low Income Housing Tax Credit (LIHTC), SAIL, CHDO, and Down Payment Assistance Programs.
- Analyze financial statements to identify debt coverage, cash flow, and gap financing for propose housing projects.
- Evaluate and recommend sub-recipients and developers for funding.
- Review and monitor program budgets, revenue, program income, and expenditures.
- Coordinate audits with internal and external auditors, including HUD and State monitoring.
- Prepare the Local Housing Assistance Plan (LHAP) for the SHIP Program.
- Work with developers, and local leaders to create affordable housing strategies.
- Prepare and negotiate affordable housing agreements with developers and non-profit agencies.
- Draft agreements, Request for Proposals (RFP), resolutions, ordinances, and contracts with developers and agencies.
- Administer the county's surplus lot program for affordable housing

EXPERIENCE: LEE COUNTY BCC, FORT MYERS, FLORIDA

5/2009 to 3/2015 Position Held: Housing Program Manager

Duties Include:

- Plan, implement, coordinate, and supervise the Housing Section.
- Administer CDBG, HOME, NSP, SHIP, Weatherization, and various State grants.
- Monitor revenue, expenditures, program income, and budgets.
- Interpret Federal and State regulations, including 24 CFR 570 and 24 CFR 92.
- Write and implement policies and procedures for the Housing Department.
- Coordinate with internal and external auditors and monitors.

Shawn Tan

EXPERIENCE: COLLIER COUNTY BCC, NAPLES, FLORIDA

10/2007 to 5/2009 Position Held: Grants Coordinator

Duties Include:

- Prepare the annual Action Plan and CAPER for HUD.
 - Manage CDBG, HOME, ESG, and Continuum of Care projects.
 - Draft grant agreements to fund non-profit agencies.
 - Monitor agreements for compliance with Federal and State regulations.
-

EXPERIENCE: COLLIER COUNTY BCC, NAPLES, FLORIDA

4/2006 to 10/2007 Position Held: Senior Accountant

Duties Include:

- Manage the accounting and reporting of CDBG, HOME, ESG, and SHIP grants.
-

EXPERIENCE: CITY OF PHOENIX, PHOENIX, ARIZONA

2/1999 to 3/2006 Position Held: Accountant III

5/1997 to 2/1999 Position Held: Accountant II

Duties Include:

- Manage the accounting for HUD grants, including tracking, budgeting, and reporting CDBG and HOME grants.
-

EXPERIENCE: WILLIAMS GATEWAY AIRPORT AUTHORITY, MESA, ARIZONA

4/1995 to 5/1997 Position Held: Accountant

Duties Include:

- General accounting for Federal grants.
-

EXPERIENCE: Chicanos Por La Causa, INC, PHOENIX, ARIZONA

11/1992 to 3/1995 Position Held: Accountant

Duties Include:

- General accounting for State and Federal grants.
-

EDUCATION: UNIVERSITY OF ARIZONA, TUCSON, ARIZONA

Bachelor of Science in Business Administration

Major in Accounting

Advisory Board Application



Submitted on	16 July 2025, 3:59PM
Receipt number	50
Related form version	11

Applicant Information

First Name	Jesse
Last Name	Boyd
Street Address	1110 liberty Dr
City	Kissimme
State	Florida
Zip Code	34647
Phone	8133268746
Email	Carlettashouse@gmail.com
Name of Employer	Carletta Houses LLC
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Carletta Houses LLC
Street Address of Business Owned/Operated by Applicant	1110 liberty Dr
City of Business Owned/Operated by Applicant	Kissimme
State of Business Owned/Operated by Applicant	Floraidy
Zip Code of Business Owned/Operated by Applicant	34746

Board Interest & Qualifications

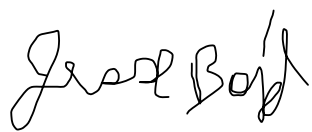
Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee
---	---------------------------------------

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	The goal of the Carletta Houses LLC is to improve the quality of life for Central Florida citizens through commitment, advocacy, and ensuring the provision of adequate, affordable housing for our citizens and visitors. Additionally, our goal is to empower economically traveling business-savvy individuals, particularly those with moderate incomes who desire to do business in Central Florida, so that the city of Kissimmee will have a strong, diverse, and viable community.
Please list any special skills or certifications?	With inflation at an all-time high rent is skyrocketing in central Florida, leaving working individuals in unsafe and sometimes unlivable conditions. The Carletta Houses provide clean, safe, and affordable housing opportunities for everyone that give dignity while in transition.
Please attach your resume or proof of qualification and/or licenses.	Copy of Carletta Houses LLC Flyer Final.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Black or African American
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled

Signature



[Link to signature](#)

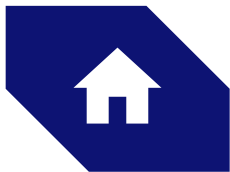


CARLETTA HOUSES LLC



About Us

The goal of the Carletta Houses LLC is to improve the quality of life for Central Florida citizens through commitment, advocacy, and ensuring the provision of adequate affordable housing for our citizens. It is our goal to empower economically disadvantaged individuals, particularly those with very-low to moderate incomes, so Central Florida will have strong, diverse, and viable communities.



Carletta's Promise

We provide clean, secure, and affordable housing for men and women where they are treated with dignity.



Case Management

We help our residents develop a plan and connect them to the resources that are available in the community.



Vocational Training & Employment

We provide access to vocational training, employability skills, and assistance with finding employment.



Financial Literacy

We teach financial literacy techniques that enable our residents to be financially self-sufficient when they complete our program.

Jessie L. Boyd, Jr.



813-326-8746



<https://www.carlettahouse.com>

Advisory Board Application



Submitted on	7 August 2025, 12:04PM
Receipt number	101
Related form version	12

Applicant Information

First Name	Steve
Last Name	Auger
Street Address	127 Idaho Street
City	Carrabelle
State	Florida
Zip Code	32322
Phone	8505970851
Email	steve.auger@birdsonghousing.com
Name of Employer	Birdsong Housing Partners
Are you a resident of the City of Kissimmee?	No, I do not live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Pinnacle at the Wesleyan
Street Address of Business Owned/Operated by Applicant	4151 Wesley Creekside Drive
City of Business Owned/Operated by Applicant	Kissimmee

State of Business Owned/Operated by Applicant	Florida
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Please see attached bio.
Please list any special skills or certifications?	CEO of Birdsong Housing Partners, an affordable housing development company, since 2017; Executive Director of Florida Housing Finance Corporation, the State of Florida's Housing Finance Agency, from 2005 to 2017.
Please attach your resume or proof of qualification and/or licenses.	Auger website bio.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature



Steve Auger, Chief Executive Officer

Prior to joining Birdsong – an affordable housing development firm headquartered in Central Florida – Steve served from 2005 to 2017 as Executive Director of Florida Housing Finance Corporation, the state's housing finance agency. He was Florida Housing's second longest serving Executive Director, serving through three gubernatorial administrations. Before becoming Executive Director, he held the positions of Director of Multifamily Programs, Operations Director, Senior Housing Policy Analyst, and Contracts Administrator. Recognized as a national leader in affordable housing policy, his peers elected him to the Board of Directors of the National Council of State Housing Agencies (NCSHA) in 2007. In 2010 he became a member of the Board's Executive Committee. In 2007 he was appointed to the Affordable Housing Advisory Council of the Federal Home Loan Bank of Atlanta, where he served as Vice Chair, and subsequently as Chair. He also served as Chair and Vice Chair of Florida's State Council on Homelessness.

In 2006, Governor Jeb Bush appointed Mr. Auger to serve on the Property Tax Reform Committee. The committee recommended improvements to the system of property taxation in Florida. Two years later, Governor Charlie Crist appointed Mr. Auger to the H.O.P.E. (Home Ownership Promotes the Economy) Task Force. Members of the Task Force worked together to create a plan of action to address escalating foreclosure rates and identify ways to preserve homeownership for Floridians.

Steve earned a bachelor's degree from Rollins College and master's degree in social work (MSW) from Florida State University and is a licensed clinical social worker.

Advisory Board Application



Submitted on	19 July 2025, 8:13PM
Receipt number	52
Related form version	11

Applicant Information

First Name	Frances
Last Name	Colon
Street Address	705 eagle pointe south
City	Kissimmee
State	Florida
Zip Code	34746
Phone	7189382739
Email	ficolon9022@gmail.com
Name of Employer	Self
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	
Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee
---	---------------------------------------

Board of Adjustment
Historic Preservation Advisory Board
Parks & Recreation Advisory Board
Pension Board - Fire
Pension Board - General Employee
Pension Board - Police
Planning Advisory Board

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

YNCCA non profit organization providing emergency services and community resources

Please list any special skills or certifications?

BS Economics
2L law student
VP sports and entertainment law Society
Treasurer Pre law Society John Jay College
Environmental Project Leader

Please attach your resume or proof of qualification and/or licenses.

[FLC Resume.docx](#)

Demographics & Certifications

Are you a member of any of the following minority groups?

Hispanic

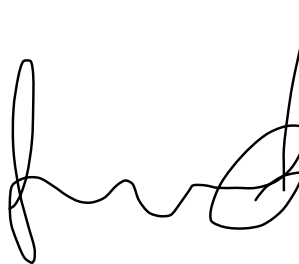
What is your gender?

Female

Are you physically disabled?

No, I am not physically disabled

Signature

A handwritten signature in black ink, appearing to be 'J. D. [unclear]', written on a white background.

[Link to signature](#)

Frances L. Colon

J.D. Candidate, Class of 2026

705 Eagle Pointe South | Kissimmee, FL 34746

Mobile: 718-938-2739 | Email: FLColon9022@gmail.com

Education**St. Thomas University School of Law, Miami, FL**

J.D. Candidate, Class of 2026 (Expected Graduation: Spring 2025)

City University of New York School of Law, Queens, NY

Transferred

- Vice President, Sports & Entertainment Law Society (Fall 2023–Present)

John Jay College of Criminal Justice, New York, NY

Bachelor of Science in Economics, May 2021

- Minor: Philosophy
- Treasurer, Pre-Law Society

Borough of Manhattan Community College (CUNY), New York, NY

Focus: Associate in science (Transferred in 2018)

- NSF Scholarship Recipient
- Microbiology Student Researcher (2017–2018), Presented Research at BMCC Annual Research Symposium, May 2018
- Phi Theta Kappa Honor Society, 2017
- National Science Foundation S-STEM Scholarship Winner, BMCC/NSF (2017–2018)

Professional Experience**Maduegbuna & Cooper LLP, New York, NY**

Legal Intern: Civil Rights & Employment Law (Sept. 2024–Nov. 2024)

- Provided legal research and drafting support for civil rights and employment law cases.
- Assisted attorneys in preparing case files, client communications, and court documents.

The Legal Aid Society – Riker’s Island Correctional Facility, New York, NY

Paralegal Specialist (2023–2024)

- Supported attorneys and clients by preparing legal documentation, maintaining confidentiality, and assisting in emergency responses.
- Advocated for clients within a correctional institution and assisted with legal proceedings.

Bronx District Attorney's Office, Bronx, NY

Trial Preparation Assistant: General Crimes Bureau (2022–2023)

- Drafted legal documents, motions, subpoenas, and coordinated discovery materials for trials and hearings.

- Managed document retrieval, property pickups, and trial preparation for criminal cases.
- **Your Network Caring Community Advocate (YNCCA)**, New York, NY
Community Advocate/Referral Specialist (2017–2022)
- Advocated for low-income communities, assisting with emergency responses, resource referrals, and client support.
- Coordinated events, managed communications, and led advocacy efforts for marginalized populations.

Volunteer Experience

- **Emergency Service Volunteer** – Natural disaster relief (Puerto Rico, New York, NY)
- **Student Researcher** – CSTEP, Borough of Manhattan CC (BMCC)
- **Environmental Project Volunteer** – NYPRIG, Borough of Manhattan CC (BMCC)

Skills

- Legal Research & Drafting
- Legal Correspondence & Case Management
- Data Entry & Analytical Research
- Client Advocacy & Confidentiality Management
- STEM Research & Analytical Skills
- Proficient in Legal Software & Technology
- Leadership & Supervisory Experience

References Upon Request

Advisory Board Application



Submitted on	28 July 2025, 3:49PM
Receipt number	57
Related form version	12

Applicant Information

First Name	Amber
Last Name	Craft
Street Address	1110 Brack St
City	Kissimmee
State	FL
Zip Code	34744
Phone	9413483898
Email	amberlanecraft@gmail.com
Name of Employer	Stadia Church Planting
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Stadia Church Planting
Work Address	1110 Brack Street
Type of Business	Non-profit; I work from home, which is within city limits.
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	

State of Business Owned/Operated by Applicant

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Civilian Police Oversight Board
Why do you want serve on the Civilian Police Oversight Board?	Civilian oversight plays a vital role in bridging the gap between citizens and the police, providing an impartial lens to review policies, practices, and complaints. I want to contribute to a system where both the community and law enforcement feel heard, respected, and protected. My background in operations and my experience leading teams has taught me how to listen carefully, weigh complex information, and make fair, thoughtful decisions. I bring a strong sense of integrity, accountability, and a commitment to upholding high standards—qualities that align well with the board's mission. Ultimately, I want to help create a culture where law enforcement feels supported in doing their best work, and citizens feel confident that their concerns are being taken seriously. Serving on this board is one way I can help build that trust and strengthen the fabric of our community.
Why do you think you are a good fit for the Civilian Police Oversight Board?	I believe I'd be a great fit for the civilian police oversight board because I bring a mix of clear thinking, integrity, and a strong sense of fairness. In my role as Vice President of Operations, I deal with complex situations, bring people with different perspectives to the table, and work hard to make sure decisions are fair and transparent. I care about accountability and I'm comfortable asking honest, sometimes tough questions when they're needed. I'm also someone who listens closely, considers different viewpoints, and tries to find solutions that are both practical and fair. Most of all, I want to help strengthen trust between the community and law enforcement, and I see serving on this board as a meaningful way to do that.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	City of Kissimmee School of Government class of 2024, City of Kissimmee Historic Preservation Board, Kissimmee Fellowship administration and production volunteer
Please list any special skills or certifications?	Project Management Professional (PMP), Society for Human Resources Management (SHRM)
Please attach your resume or proof of qualification and/or licenses.	Resume-ACraft.pdf.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	

A handwritten signature in black ink, appearing to read 'Amberly'.

[Link to signature](#)

EXECUTIVE SUMMARY

A creative and results-oriented communicator, problem solver, and project manager who adapts quickly, leads by example, and loves Oxford commas. A quick-witted team player with experience coordinating teams and events, thinking critically and strategically, fundraising for non-profits, and managing data with integrity.

PROFESSIONAL EXPERIENCE

Stadia Church Planting

Oct. 2019-Present

- Chief Financial Officer
- Director of Culture & Team Development
- Culture & Team Development Manager
- Project Bookkeeper

Catalyzed and supported the team to fulfill Stadia's mission by fostering a work environment in which team members were equipped and empowered to succeed.

- Prepared and administered payroll and benefits for 70 team members and 16 churches
- Assisted with project development and implementation
- Managed appointment calendar for VP of Culture & Team Development
- Onboarded employees to payroll, benefits, and internal systems.
- Created & sent marketing emails to database of 100,000+

Urban Loft Publishers

Jan. 2016-Present

- Co-owner
- Typesetter
- Graphic Designer

Prepared books for print, maintained website and social media platforms, launched *International Journal of Urban Transformation* (IJUT).

- Typeset and designed covers for books including Amazon bestseller, *The Bees of Rainbow Falls*, by Preston Poutaux
- Designed and launched company website
- Directed graphic design team of 3 on IJUT
- Managed Facebook, Instagram, and Twitter accounts

Johnson University

Aug. 2014-Sept. 2019

- Young Alumni Coordinator
- Advancement Office Manager
- Advancement Administrative Assistant

Wrote and edited copy for major University publications, created content for and managed all social media accounts, photographed events and campus life, processed and receipted all monetary gifts, maintained relationships with the University's young alumni, planned major events, and supervised student workers.

- Served as copywriter, photographer, and copy editor for the Johnson magazine; created all Florida-specific content
- Planned major events (including alumni gatherings, concerts, and a cruise) that brought in hundreds of thousands of dollars in financial commitments to the University
- Launched and spearheaded the University's Young Alumni Society
- Supervised 5 student workers

Lake Aurora Christian Camp

Jun. 2009-Oct. 2014

- Hospitality Coordinator

Served as liaison between camp staff and guests, supporting campus needs as they arose (lifeguarding, meal prep, housing management, activity coordinating).

- Supervised more than 150 staff members
- Created daily schedules for campers and staff
- Trained and supervised students in leadership training programs

EDUCATION

B.A. in Humanities & Biblical Studies

Johnson University Florida

Certificate in Diversity, Equity, and Inclusion (DEI) in the Workplace

University of South Florida

RECOGNITION

- Stadia "Urgency" Value Award
- International Women's Day Art Contest Finalist
- Humanities Award Recipient

SKILLS

Salesforce Marketing Cloud

QuickBooks Online

Microsoft Office Suite

Adobe Creative Suite

Box.com

Communication

Project Management

Social Media Marketing

Organization

Leadership

Event Planning

Attention to detail

TRAINING

City of Kissimmee: School of Government, 2024

QuickBooks Online: Certified ProAdvisor, 2019, 2021

Salesforce Marketing Cloud: Marketing Email Cohort, 2020

Salesforce: Reports & Data Specialist Superbadge, 2020

Hootsuite: Social Marketing Certification, 2017

Raiser's Edge: Software Training, 2016



OFFICE OF THE CITY COMMISSION

MAYOR JACKIE ESPINOSA

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 - 407.518.2315

August 4, 2025

Ms. Fatima Santiago
2112 Remington Pointe Blvd
Kissimmee, FL 34743

Dear Ms. Santiago:

As you are aware, your current term on the Affordable Housing Advisory Committee (AHAC) expires on June 18, 2027. City of Kissimmee Code Section 2-146 stipulates that any Board member who has missed at least one half of the meetings of the calendar year, shall be considered to have resigned and a new replacement may be appointed. Your recorded AHAC absences are considered as a resignation pursuant to this section of Code and therefore you are officially removed from the Committee. If you wish to remain on the board, you may make a request in writing within ten (10) days to the City Commission, stating the reasons for the absences and indicating a clear commitment to attending future AHAC meetings.

The City truly appreciates all your work on behalf of the citizens of Kissimmee, and it is thanks to volunteer citizens like yourself that make our community a better place to live and work.

Good luck with all your future endeavors.

A blue ink signature of Mayor Jackie Espinosa, written over a horizontal line.

Mayor Jackie Espinosa

ATTEST

A blue ink signature of the City Clerk, written over a horizontal line.

City Clerk

Cc: Craig Holland, Development Services Director



ITEM 8.E

Amendment to Commission Travel Policy

Request

Approval of an amendment to the Commission Travel Policy.

Explanation

At the City Commission budget workshop held on July 22, 2025, the Commission directed staff to revise the Commission Travel Policy to enable Commissioners to attend travel and training events associated with their role on boards they are assigned to represent, without requiring additional Commission approval. In addition, the Commission sought additional language to enable City Commission representation on economic development-oriented travel without the need for Board approval for every event.

The attached draft policy incorporates these amendments. With regard to economic development-related travel, the policy enables the Mayor, or her designee, in accordance with Section 2-31 of the City Code, to attend economic development mission trips when deemed necessary by the City Manager to assist staff, in accordance with Chapter 3 of the City Charter, without prior approval from the Commission.

Any other miscellaneous travel not budgeted in a line item budget or as referenced above, will still require Commission approval. In addition, all travel will require compliance with the City's travel and training policies and processes.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. CP 1603 - City Commission Travel Funds 2025.08.27



Title: City Commission Travel Funds

Effective Date: September 19, 2017

Revised Date: **DRAFT**

Review Authority: City Commission

Policy: This policy establishes guidelines for authorizing and utilizing funds for travel related to the City Commission.

1603.01 Designation of Funds: The City Commission's budget shall include funding for travel costs directly associated with the mayor and city commissioners. The designated funds shall be used for all travel requests not explicitly listed on a line item or travel not directly related to the required travel of a commissioner for committees or boards they have been appointed to serve on in an official capacity by a majority vote of the City Commission.

1603.04 Fund Utilization: When the mayor or a city commissioner wishes to use city funds for travel, an authorization request shall be made to the City Commission during a formal public meeting, or the travel request may be placed for consideration at a regular Commission Meeting. The request shall be accompanied by a description of the event or activity to be attended, an itinerary, the associated and estimated costs, and any other supporting documentation.

Commissioner travel funds shall only be authorized when all of the following conditions are met:

- a. The funds will be used for events, training sessions, conferences, or travel as defined in the "Authorized Travel" section of this policy.
- b. The City Commission authorizes the travel under a majority vote in favor of the requesting party.

1603.03 Authorized Travel: Funds from the City Commission's travel account shall only be used when the travel is directly related to city business and when any of the following apply:

- a. The mayor or commissioner represents the City of Kissimmee as part of their role on a board or committee to which the City Commission has appointed them.
- b. The mayor or commissioner is attending training with a curriculum directly relating to serving as an elected official.
- c. The mayor or the mayor's designee is representing the City of Kissimmee as part of an economic development project.
- d. The mayor or commissioner represents the City of Kissimmee on official City business, as determined by a vote of the Commission.

1603.04 Economic Development Travel Participation: The mayor, or the mayor's designee, may accompany city staff on economic development travel without Commission authorization



when the City Manager determines that City Commission representation is necessary to support the City's objectives.

Economic development travel is authorized only when it is directly tied to adopted City Commission goals, the Strategic Plan, or another formally approved plan. Such travel must also be supported by either:

- a. A letter of interest or formal communication from the company, organization, or entity with which the City seeks to engage; or
- b. An active agreement, memorandum of understanding, or some form of partnership arrangement is in place with that entity.

In evaluating requests, the City Manager shall consider whether the travel involves formal negotiations, presentations, or activities that require City Commission representation.

All travel involving Commissioners shall comply with the City's Training and Travel Policy and remain subject to available budgeted funds.

1603.05 Travel Expenses: Travel expenses shall be subject to compliance with the City's Training and Travel Policy, which all City employees follow.

*Administrative Note: This policy was approved by the City Commission on **TBD**.*

Executive Summary of Revisions:



Clarified eligible travel related to economic development activities and added language providing better guidance for the travel of Commissioners accompanying staff on economic development-related travel.

ITEM 8.F

Development Project Updates

Request

Staff will provide the Commission with an update on the status of major development projects in progress.

Explanation

At the August 19, 2025 Commission meeting, the Mayor requested an update on the various major development projects being conducted in partnership with the City. The current status of these projects is as follows:

Azure Hotel and Kissimmee Convention Center Project:

August 19, 2025 - Master Development Agreement approved by the Commission.

August 26, 2025 - Initial meeting with Osceola County on Tourist Development Tax (TDT) contributions.

Current Status - Architectural and site design and engineering; TDT discussions underway.

February, 2026 - Estimated start of demolition of Civic Center and site work for convention center.

December 2028 - Estimated completion of the Kissimmee Convention Center and Azure Hotel.

Toho Square/Skyview Hotel and Condo Project:

September 3, 2025 - Site Access Agreement scheduled for Commission approval.

September 3, 2025 - Meeting with Skyview consultant conducting hotel market and brand study update.

Current Status - Awaiting start of Master Development Agreement negotiations.

Beaumont Phase 2/Medical Office Building Project:

November 5, 2024 - Master Development Agreement amendment for Phase 2 project approved by Commission.

Current Status - Awaiting submittal of site plans for development review.

K-Mart Site Redevelopment:

August 12, 2025 - Initial RFP Selection Committee meeting to review proposals.

September 2, 2025 - RFP Selection Committee meeting to review finalist proposals.

October, 2025 - RFP Selection Committee recommended proposal to be considered by CRA Board/Commission.

Hyatt Studios Hotel at Kissimmee Gateway Airport:

May 6, 2025 - Development Review Committee approval of site plans.

May 20, 2025 - Ground lease for project approved by Commission.

June 17, 2025 - Zoning for the hotel site approval by the City Commission.

July 7, 2025 - Groundbreaking ceremony held at project site.

Current Status - Awaiting submittal of construction plans for review and permitting.

Cirrus Aviation/Kissimmee Gateway Airport Parcel 8 Project:

June 17, 2025 - Ground and build to suit lease approved by the Commission.

July 15, 2025 - Interest rate lock agreement approved by the Commission.

August 19, 2025 - Commission acceptance of FDOT grant funding for site improvements for project.

Current status - Awaiting Cirrus's determination of funding approach for the buildings to execute lease.

City of Kissimmee

Recommendation

This is an update, therefore no action is necessary.

REQUESTED CITY COMMISSION ACTION:

No Action

Department: City Manager

Presenter:

Attachment(s):

None