



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, NOVEMBER 18, 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 Heart of Florida United Way Presentation

3.B Swearing in of 8 New Firefighters

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing — Final Reading — Proposed Ordinance #25-18 — Amending the Future Land Use Map designation from Recreational (REC) to Institutional (INST): 2001 Yates Rd. Future Land Use Map Amendment - LUPA-25-0003

4.B Public Hearing — Final Reading - Proposed Ordinance #25-19 — Amending the Zoning Map designation from Open Space (OS) to Planned Unit Development (PUD): 2001 Yates Rd. Rezoning - PUD-25-0014

5. PUBLIC HEARINGS

5.A Public Hearing - Pain Management License for Avita Pharmacy at 1080 Kevstin Dr., Suite B

5.B Public Hearing - Pain Management License for Kissimmee Pharmacy at 905 W Oak St.

5.C Public Hearing - Adoption of Resolution to Amend the City's FY24-25 Operating Budget

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the November 4, 2025 meeting

7.B Sponsorship from Toho Water Authority for the City of Kissimmee 2026 Festival Series

7.C City Hall Elevators Modernization

7.D Resolution Approving an Affordable Housing Development Consistent with Florida Statutes 166.04151(6)

7.E Supplemental Agreement No. 3 for Connect Kissimmee Project

- 7.F Resolution Requesting Florida's Support for the Development and Enhancement of Customs and Border Protection (CBP) Services at Kissimmee Gateway Airport
- 7.G Piggyback Agreement for Rapid Response Infrastructure Services
- 7.H Approval to Adjust the Fiscal Year 2024-2025 Budget
- 7.I Accept Patrol K-9 from the Plantation Police Department for \$1.00
- 7.J Approval to Adjust the Federal Law Enforcement Fund Reserves for Fiscal Year 2025-2026 Budget

8. DISCUSSION ITEMS

- 8.A Advisory Board Vacancies: Board of Adjustment, Planning Advisory Board and Affordable Housing Advisory Committee
- 8.B Toho Water Authority Board Appointment

9. HEAR CITY OFFICIALS

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

10. ADJOURNMENT

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

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

ITEM 3.A

Heart of Florida United Way Presentation

Request

Presentation by Heart of Florida United Way representatives Jeff Hayward, President and CEO, and Kelley Astro, Senior Vice President of Community Impact.

Explanation

Heart of Florida United Way (HFUW), in partnership with the School District of Osceola County, Orange Blossom Family Health, Rollins College, the University of Central Florida, and the Boys and Girls Clubs of Central Florida, leads the Flagship Community School Initiative.

This model transforms schools into central community hubs, providing wraparound services to students and families, including health care access, after-school enrichment, tutoring, family engagement workshops, and wellness programs. The initiative aims to improve student achievement, increase graduation rates, and enhance community well-being through long-term collaborative partnerships.

HFUW has provided a presentation outlining the program's impact, structure, and services offered through community school partnerships within Osceola County.

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. HFUW CS-City of Kissimmee Board Meeting 2025



Heart of Florida United Way - School District of Osceola County

Flagship Community School

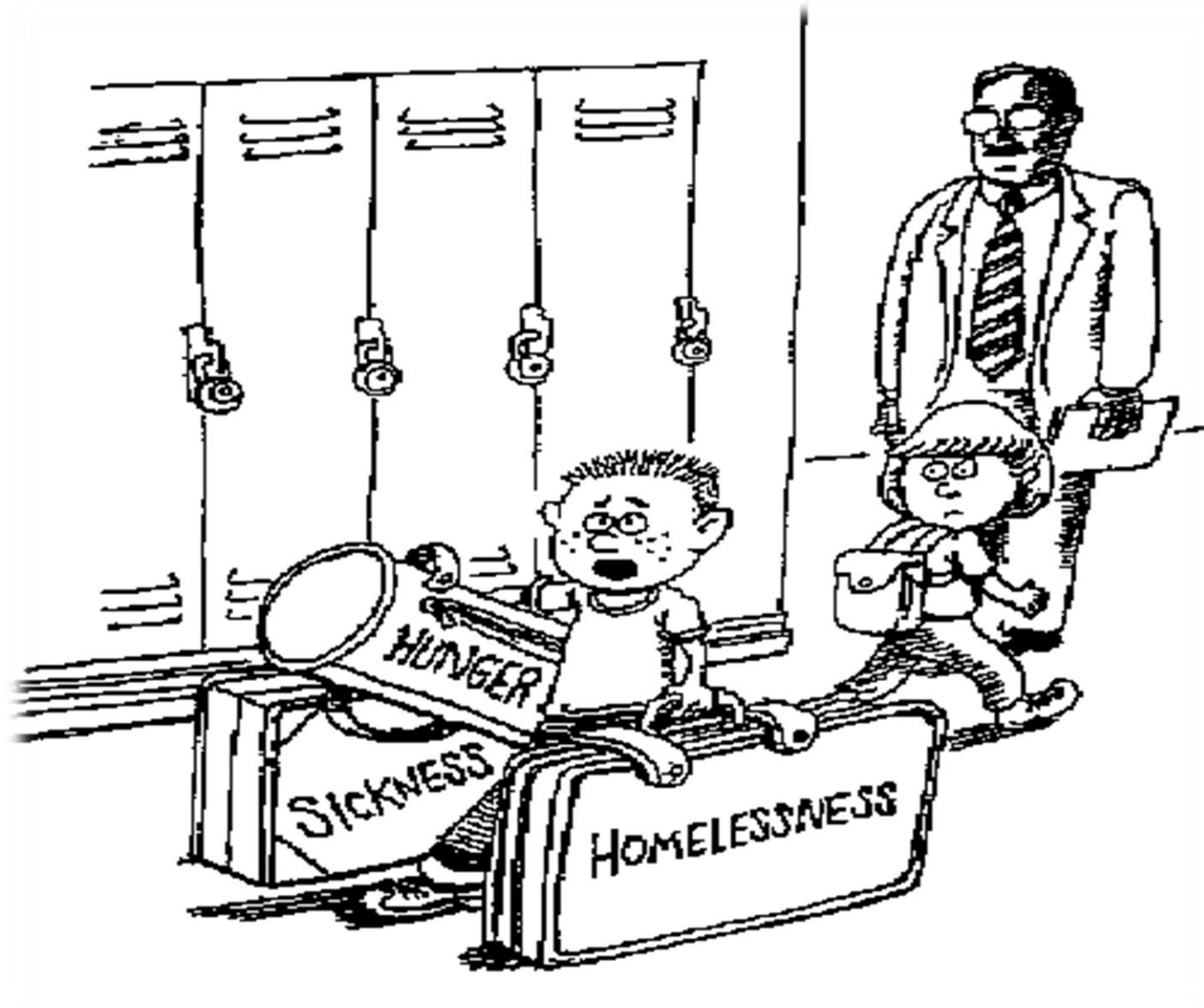


Community School

A Community School puts the right people, resources, and services in place — from onsite health care to after-school tutoring with a hot meal — to help students overcome challenges that interfere with learning and success.

A Community School is a partnership (school district, health care provider, university or college, non-profit) that convenes services via a “hub” where children and families find support. Schools become centers of the community, open to everyone in a “one-stop shopping” service model.

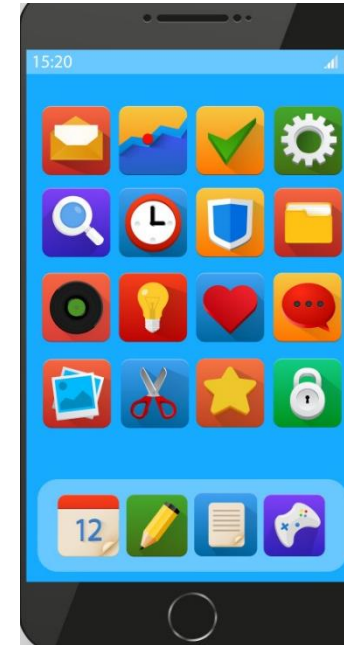
The Challenge



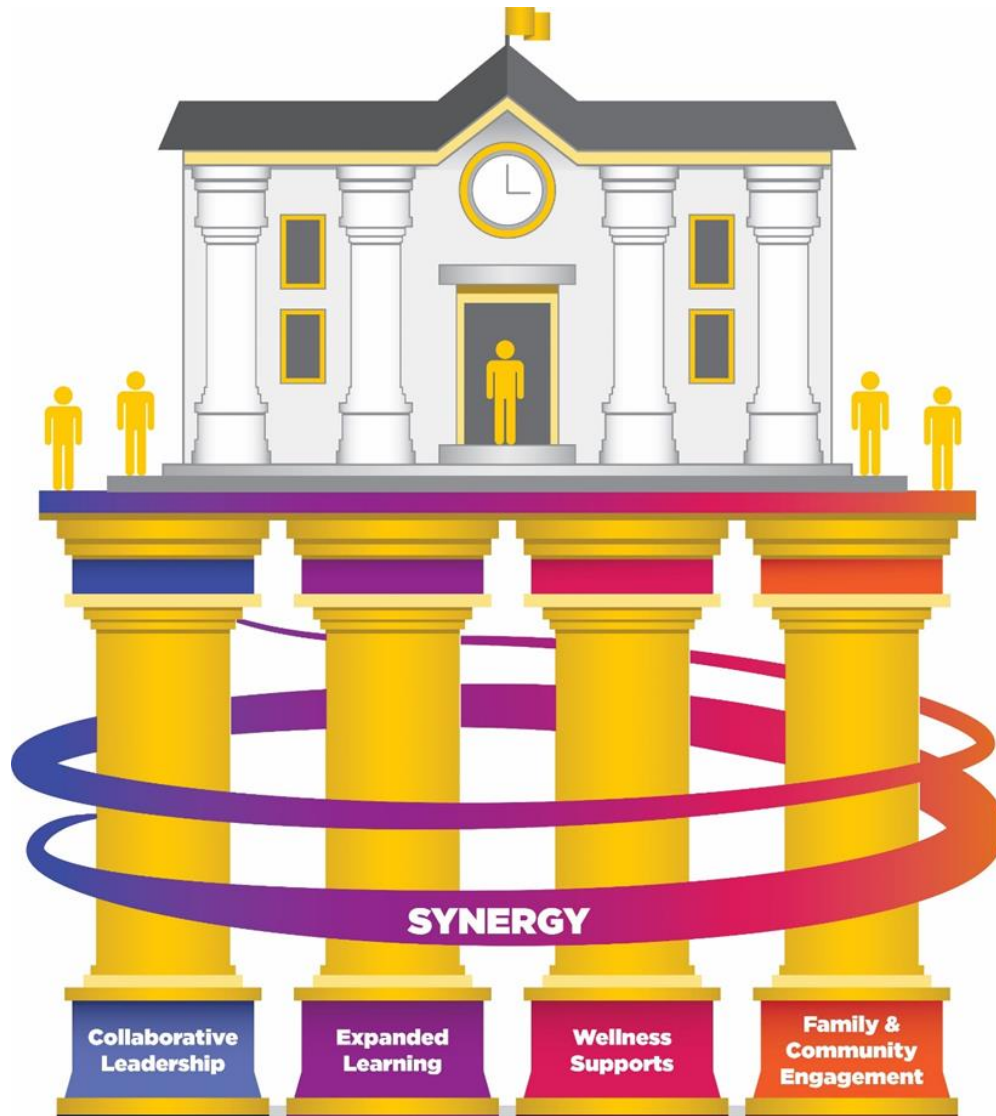
The Solution: Community Schools



Conventional School



Community School



FOUR PILLARS — OF — COMMUNITY SCHOOLS

Oakes, J. Maier, A. & Daniel, J. (2017).
Community Schools: An Evidence-Based Strategy
for Equitable School Improvement.
Palo Alto, CA: Learning Policy Institute.

or more
**FOUR CORE
PARTNERS**
— OF —
COMMUNITY PARTNERSHIP SCHOOLS



Flagship Community School Core Partners for SDOC

- Heart of Florida United Way – Non-Profit Partner
- School District of Osceola County (Osceola High School) – School District Partner
- Orange Blossom Family Health – Healthcare Partner
- Rollins College – Higher Education Partner
- University of Central Florida – Higher Education Partner
- Boys and Girls Clubs of Central Florida – Expanded Learning Partner

What Makes a Community School So Unique?



Community School model uses a multiple core partner approach to help close the achievement gap for students and families to succeed in school and in life.



Depth and Duration of Engagement: Partners sign on for a minimum of 10 years with a comprehensive Memorandum of Understanding, ensuring lasting impact and continuity of care.



Empowered Decision-Making: Leadership from across partner entities forms a governing council that makes collective, strategic decisions regarding funding, resource allocation, staffing, and the engagement with local service providers- (Cabinet, Community Leadership Council, Student Leadership Council, Operations Team).



Non-profit convenes partners and key players; leads community collaboration to bring resources and opportunities to students and families.

Services Provided

Expanded Learning: After-school enrichment programs, mentoring, tutoring, college and career readiness programming

Family and Parent Engagement: Parent focused workshops– i.e. budgeting, credit repair, health, college readiness, continuing education.

Wellness: Medical, Dental and Vision care on site/mobile, On-site Market, Preventative health education/workshops, Nutrition, Mental Health Counselor

Possible HFUW Services Provided

Expanded
Learning: upliftED,
Digital Horizons,
Reality Stores

Family and Parent
Engagement: VITA,
Bank-On, Mission
United, 211/988

Wellness: Help Me
Grow Screenings,
211/988

Additional Program Partner Collaborations

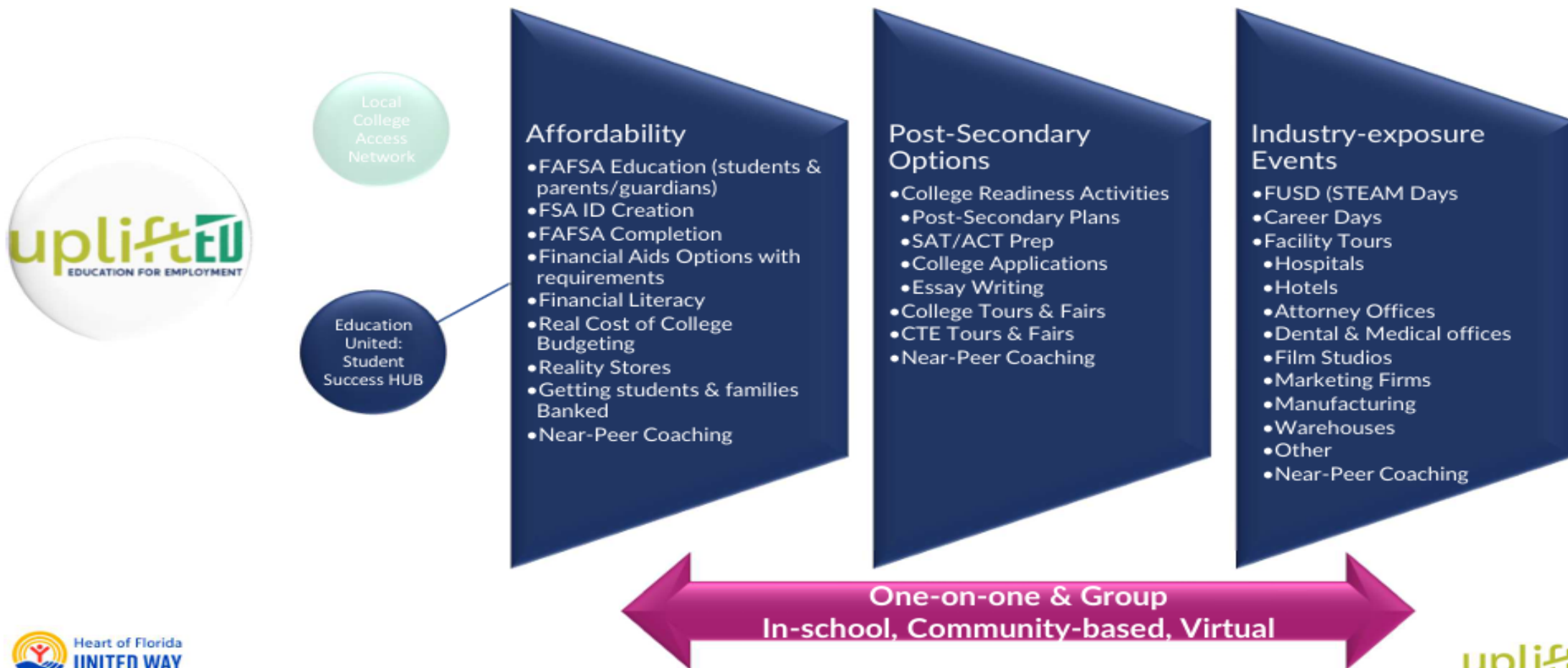
- Hebni Nutrition
- Jobs Partnership of Florida
- Mental Health Association of Central Florida
- Orlando Health Foundation-Howard Phillips Center for Children and Families
- Second Harvest Food Bank
- United Arts of Central Florida

Outcomes

- Increase High School Graduation Rates (i.e. Evans CS saw an increase from 63% to 93%)
- Increase in Post-Secondary Education Plans
- Increase in Parent and Family Involvement
- Decrease in Behavior Issues/Referrals
- Decrease in Chronic Absenteeism

HFUW-SDOC Helios Foundation Initiative (Gateway, Liberty, Osceola, Poinciana High Schools)

Education United: Student Success HUB





ITEM 3.B

Swearing in of 8 New Firefighters

Request

For a swearing in ceremony for eight new firefighters to be held before Commission.

Explanation

The Fire Department hired eight new employees to fill current openings. These employees have completed an extensive orientation and have now been assigned to a shift and station.

KFD requests that these employees be sworn in before 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 Craig Bronson
Firefighter Sergio Sandoval
Firefighter Jackson Campbell
Firefighter Ryan Womble
Firefighter Nelson Alvarez
Firefighter Joshua Nelson
Firefighter Ryan Dennington
Firefighter Anthony Gonzalez

Department: Fire
Presenter: James Walls

Attachment(s):

1. (S) Oath of Office - Bronson
2. (S) Oath of Office - Sandoval
3. (S) Oath of Office - Campbell
4. (S) - Oath of Office - Womble
5. (S) - Oath of Office - Alvarez
6. (S) - Oath of Office - Nelson
7. (S) - Oath of Office - Dennington
8. (S) - Oath of Office - Gonzalez

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



November 18, 2025

I, Craig Bronson, 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

Craig Bronson

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



November 18, 2025

I, Sergio Sandoval, 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

Sergio Sandoval

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

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



November 18, 2025

I, Jackson Campbell, 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

Jackson Campbell

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



November 18, 2025

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

Seal

Ryan Womble

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

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



November 18, 2025

I, Nelson Alvarez, 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

Nelson Alvarez

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

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



November 18, 2025

I, Joshua Nelson, 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

Joshua Nelson

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



November 18, 2025

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

Seal

Ryan Dennington

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



November 18, 2025

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

Seal

Anthony Gonzalez

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

Attest (City Clerk)

Jim Walls, Fire Chief

ITEM 4.A

Public Hearing — Final Reading — Proposed Ordinance #25-18 — Amending the Future Land Use Map designation from Recreational (REC) to Institutional (INST): 2001 Yates Rd. Future Land Use Map Amendment - LUPA-25-0003

Request

Request approval of a Future Land Use Map Amendment to change the Future Land Use Map designation from Recreational (REC) to Institutional (INST) on approximately 13.12 acres of land on Parcel IDs: 18-25-29-0000-0180-0000 and 18-25-29-0000-0185-0000.

Explanation

Currently these parcels are owned by Osceola County and are vacant, except for a portion of the Shingle Creek Regional Park Trail on the eastern side which will not be impacted by the proposed development. This proposed Future Land Use Map Amendment is being applied for alongside a Zoning Map Amendment (PUD-25-0014). Osceola County wants to establish vital services for the community including an emergency resource center and senior housing. This community-oriented development will consist of approximately 2.5 acres of senior housing and a 10,000 square-foot center that will focus on a range of essential services such as medical and dental care, clothing distribution and hotel voucher assistance. The proposed PUD establishes development and design standards, as well as phasing for the project.

This Future Land Use Map Amendment to Institutional (INST) land use will provide consistency and compatibility with the parcel's proposed Planned Unit Development (PUD) Zoning designation. The intent of the Institutional Future Land Use is to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. The purpose of the PUD Zoning is intended to serve the public interest and encourage land use and housing diversity, efficiency and open spaces. PUD's conserve the natural amenities of the land by encouraging the preservation of scenic and functional open space while providing maximum opportunity for innovative site planning concepts to create pleasing living environments. (Land Development Code Section 14-4-8(A)).

FINDINGS AND REASONS

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.1, Institutional (INST), which is intended to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. The Land Development Code shall implement specific development considerations for this future land use designation. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.
2. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Comprehensive Plan Policy 1.2.6 in maintaining land resources for institutional facilities and services. The sites shall also fulfill the unique site requirements

included in respective functional plans and shall be respective to the needs identified in related demographic and supportive needs analysis.

4. Compliance with Comprehensive Plan Policy 6.1.2.3 in maintaining the Shingle Creek Regional Multiuse trail.

Recommendation

Approve the Final Reading of Proposed Ordinance #25-18.

The Development Review Committee (DRC) recommended approval on September 26, 2025.

The Planning Advisory Board recommended denial by a vote of 4-0 on November 5, 2025.

REQUESTED CITY COMMISSION ACTION:

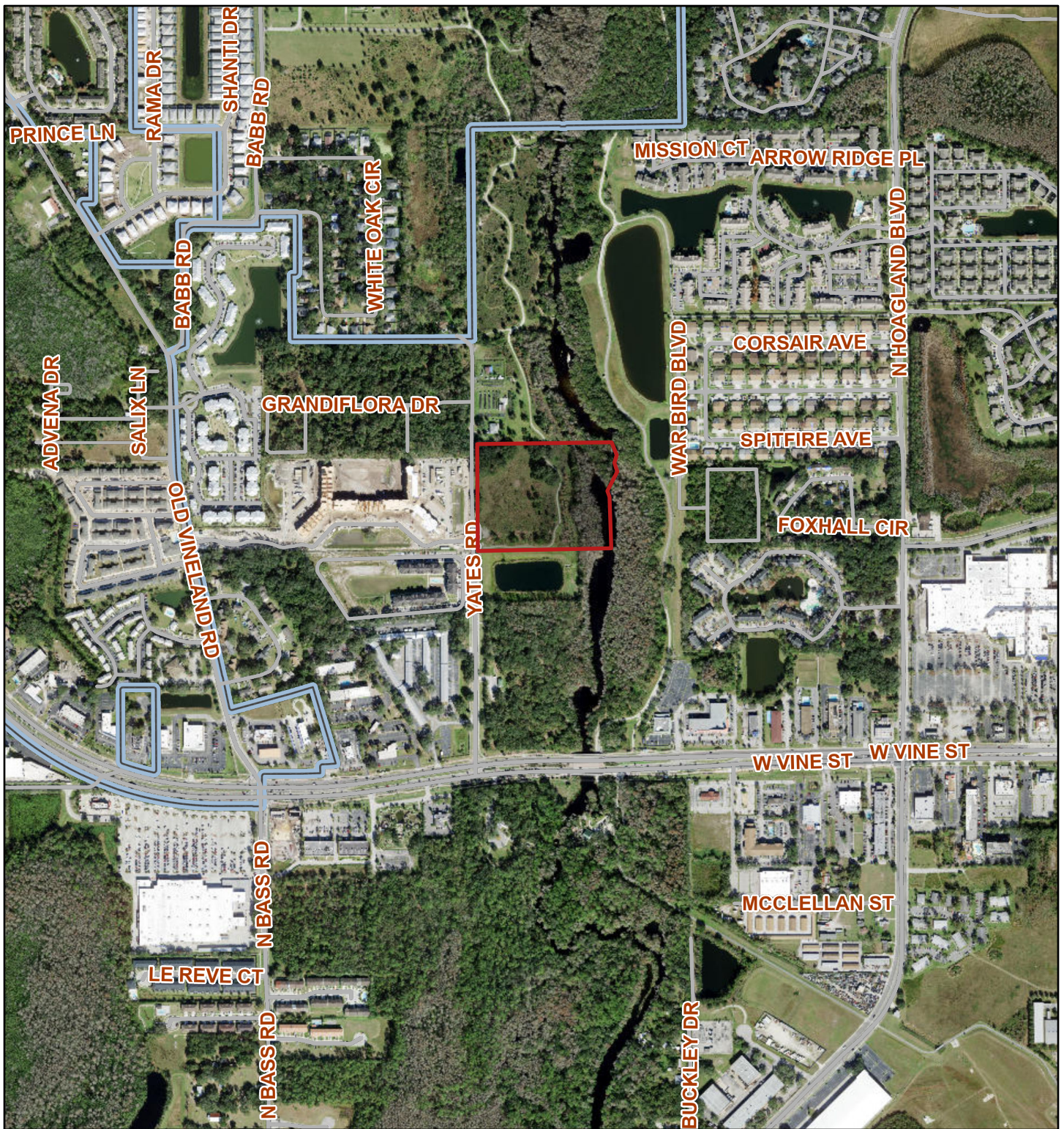
Approve

Department: Development Services

Presenter: Ryan Altizer

Attachment(s):

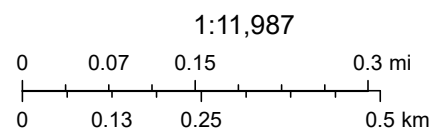
1. LUPA-25-0003 Aerial Map
2. LUPA-25-0003 Vicinity Map
3. LUPA-25-0003 Site Data Table
4. (S) LUPA-25-0003 Yates Road Proposed Ord 25-18
5. LUPA-25-0003 CC Ad
6. LUPA-25-0003 DRC Comments
7. LUPA-25-0003 Supporting Documents



October 14, 2025

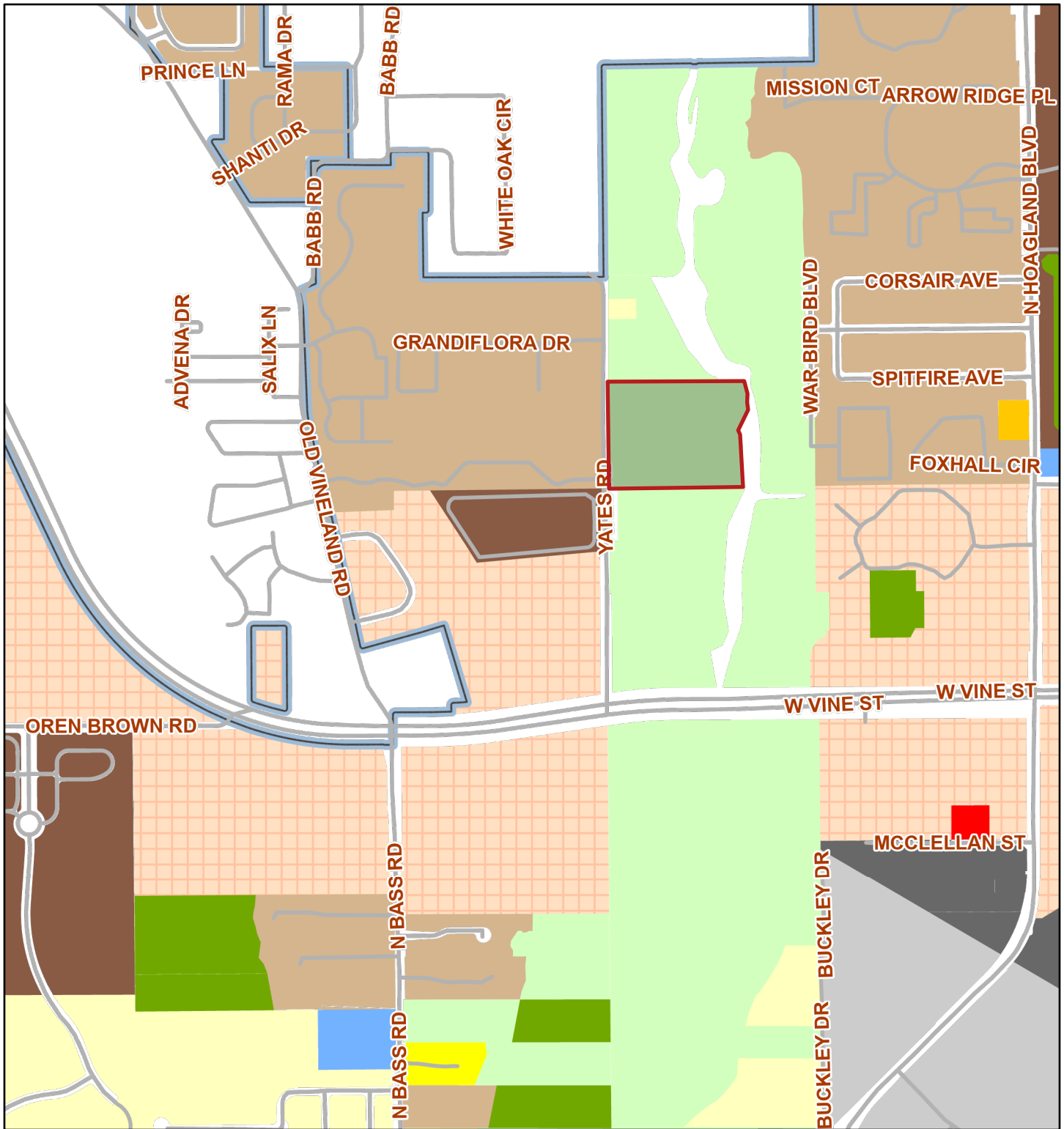
-  Parcels
-  Road Centerlines
- City Limits
-  CITY
-  COUNTY
- World Imagery

- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 2.4m Resolution Metadata



State of Florida, Maxar

LUPA-25-0003
2001 Yates Road Future Land Use Amendment
Parcel IDs: 18-25-29-0000-0180-0000 and 18-25-29-0000-0185-0000



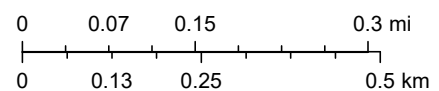
October 16, 2025

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

Future Land Use

- SF-LDR (Single Family Low Density Residential)
- SF-MDR (Single Family Medium Density Residential)
- MH-MDR (Mobile Home Medium Density Residential)
- MF-MDR (Multiple Family Medium Density Residential)
- MF-HDR (Multiple Family High Density Residential)
- OR (Office Residential)
- CG (Commercial General)
- Industrial Business (IN)
- Airport Expansion (AE)
- INST (Institutional)
- UT (Utilities)
- Conservation (CONS)
- Recreation (REC)
- MU-D (Downtown)
- MU-V (Vine Street)
- MU-FR (Flora Ridge)
- MU-T (Tepestry)
- MU-FB (Frank Brown)

1:11,987



2001 Yates Rd. Future Land Use Map Amendment, LUPA-25-0003
Parcel ID #18-25-29-0000-0180-0000 and 18-25-29-0000-0185-0000; 2001 Yates Rd.
Site Data Tables

Site Data	
Size	+/- 13.12 acres
Future Land Use Designation	Recreational (REC)
Proposed Future Land Use Designation	Institutional (INST)
Zoning District Designation	Open Space (OS)
Proposed Zoning District Designation	Planned Unit Development (PUD)
Existing Overlay District	Conservation Overlay
Existing Use(s)	Vacant
Proposed Use(s)	Senior Housing and Emergency Resource Center
Adjacent Land Use	
North	Recreational (REC)
South	Recreational (REC)
East	Recreational (REC)
West	Multifamily Medium Density Residential (MF-MDR)
Adjacent Zoning	
North	Open Space (OS)
South	Open Space (OS) and Mixed-Use Urban Core (T5-U)
East	Open Space (OS)
West	Shingle Creek Landings Mixed-Use Planned Unit Development (MUPUD)
Zoning History	N/A
Past/Current Project Tracking	N/A

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

Zoning District Standards District Summary

Land Development Code Section 14-4-8(A), PUD, Planned Unit Development. The Purpose of PUDs is recognized as serving the public interest and encouraging land use and housing diversity, efficiency, open spaces and site planning. They allow for diversification of uses (where mixed-use is allowed), housing types and open spaces when not in conflict with abutting properties. They reduce facility improvement and maintenance costs through a more efficient use of land and a smaller network of utilities and streets than is possible through application of conventional site design controls. Also, PUD's conserve the natural amenities of the land by encouraging the preservation of scenic and functional open space while providing maximum opportunity for innovative site planning concepts to create pleasing living environments.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	Recreational (REC)	Institutional (INST)
	Open Space (OS)	Planned Unit Development (PUD)
	Vacant	Senior Housing and Emergency Resource Center

Public Facilities Analysis

Transportation	
Adjacent street	N/A
Street Quality of Service (QOS)	N/A – Compliance
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood	N/A- Compliance

storage LOS standards met?	
----------------------------	--

PROPOSED ORDINANCE NO. 25-18
ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 3050
KNOWN AS THE ORDINANCE ADOPTING THE
COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY
OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF
FLORIDA STATUTE 163.3184; DIRECTING THE CITY
MANAGER TO AMEND THE COMPREHENSIVE LAND USE
PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF
THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING
AS REQUIRED BY LAW; REPEALING ALL ORDINANCES
IN CONFLICT HERewith; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, City advertised the Comprehensive Plan amendment as required by Fla. Stat. § 166.041 and § 163.3184 for two (2) public hearings prior to adoption of this ordinance; and

WHEREAS, adjacent and affect property owners were properly notified as required by City Code and Florida Statutes; and

WHEREAS, the City Commission received the recommendation of the Planning Advisory Board (the Local Planning Agency "LPA").

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

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

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

FROM: REC (Recreation) – City

TO: INST (Institutional) - City

The subject property is located at 2001 Yates Road; Parcel ID# 18-25-29-0000-0180-0000 and 18-25-29-0000-0185-0000

Legal Descriptions:

Parcel 1: 18-25-29-0000-0180-0000

N1/2 OF: BEG AT SW COR OF NE 1/4 OF SW 1/4, N 672 FT, E TO SHINGLE CREEK, S ALONG SHINGLE CREEK TO S/L OF SAID QUARTER, W TO POB

Together with Parcel 2: 18-25-29-0000-0185-0000
S1/2 OF: BEG AT SW COR OF NE 1/4 OF SW 1/4, N 672 FT, E TO SHINGLE CREEK, S
ALONG SHINGLE CREEK TO S/L OF SAID QUARTER, W TO POB.

A map of the area is included with this ordinance.

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

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

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

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

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

Mayor - Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

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

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the first reading of the proposed ordinance on **Tuesday, November 18, 2025**, at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

PROPOSED ORDINANCE# 25-18: AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

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

FROM: REC (Recreation) - City

TO: INST (Institutional) - City

The subject property is located at **2001 Yates RD.**

Legal Description:

Parcel 1: 18-25-29-0000-0180-0000

N1/2 OF: BEG AT SW COR OF NE 1/4 OF SW 1/4, N 672 FT, E TO SHINGLE CREEK, S ALONG SHINGLE CREEK TO S/L OF SAID QUARTER, W TO POB

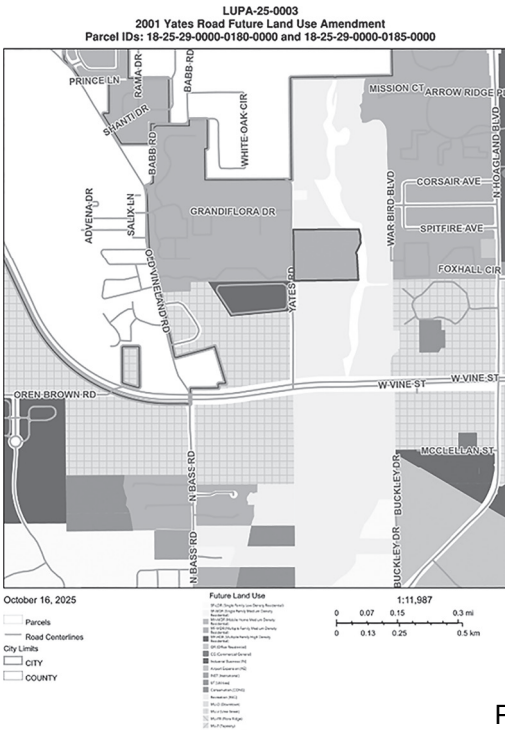
Together with Parcel 2: 18-25-29-0000-0185-0000

S1/2 OF: BEG AT SW COR OF NE 1/4 OF SW 1/4, N 672 FT, E TO SHINGLE CREEK, S ALONG SHINGLE CREEK TO S/L OF SAID QUARTER, W TO POB

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

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

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





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

ADDRESS: 2001 Yates Road

DATE: 8/14/2025

PERMIT NUMBER: LUPA-25-0003

PROJECT NAME: Yates Road Senior Housing and Service Center

REVIEW VERSION NUMBER: V.1

**Review Status:
REVISE & RESUBMIT.**

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. The Planning Department can support the Land Use change from Recreation to Institutional as the proposed development would meet the intentions of Comprehensive Plan Policy 1.2.6.1.

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

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

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



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

SDOC#: 2025/16-0013

DRC#: LUPA-25-0003

Current FLU: REC
Requested FLU: INST

PROJECT NAME: Osceola Emergency Resource Center

Current Zoning: OS
Requested Zoning: TBD

PROJECT LOCATION: 2001 Yates Rd., Kissimmee, 34746

COMMENTS DUE DATE: 8.13.25

PID: 18-25-29-0000-0181-0000
18-25-29-0000-0185-0000

A more accurate report can be generated with the submittal of a detailed Site and Development Plan application which indicates the actual number of dwelling units proposed. The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.



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

Parcel: 18-25-29-0000-0185-0000

Owner Information

Owner Name OSCEOLA COUNTY

Mailing Address ATTN: REAL ESTATE MANAGEMENT DEPT
1 COURTHOUSE SQ STE 3100
KISSIMMEE, FL 34741

Physical Address YATES RD, KISSIMMEE FL 34746

Description COUNTY-VAC

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 01/28/2025, which are subject to change prior to certification

Land	\$227,200
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$227,200
Assessed(estimated)	\$214,170
Exemption(estimated)	\$214,170
Taxable(estimated)	\$0

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

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/04/2023

Land	\$181,700
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$181,700
Assessed*	\$181,700
Exemption	\$181,700
Taxable	\$0

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

Sales Information

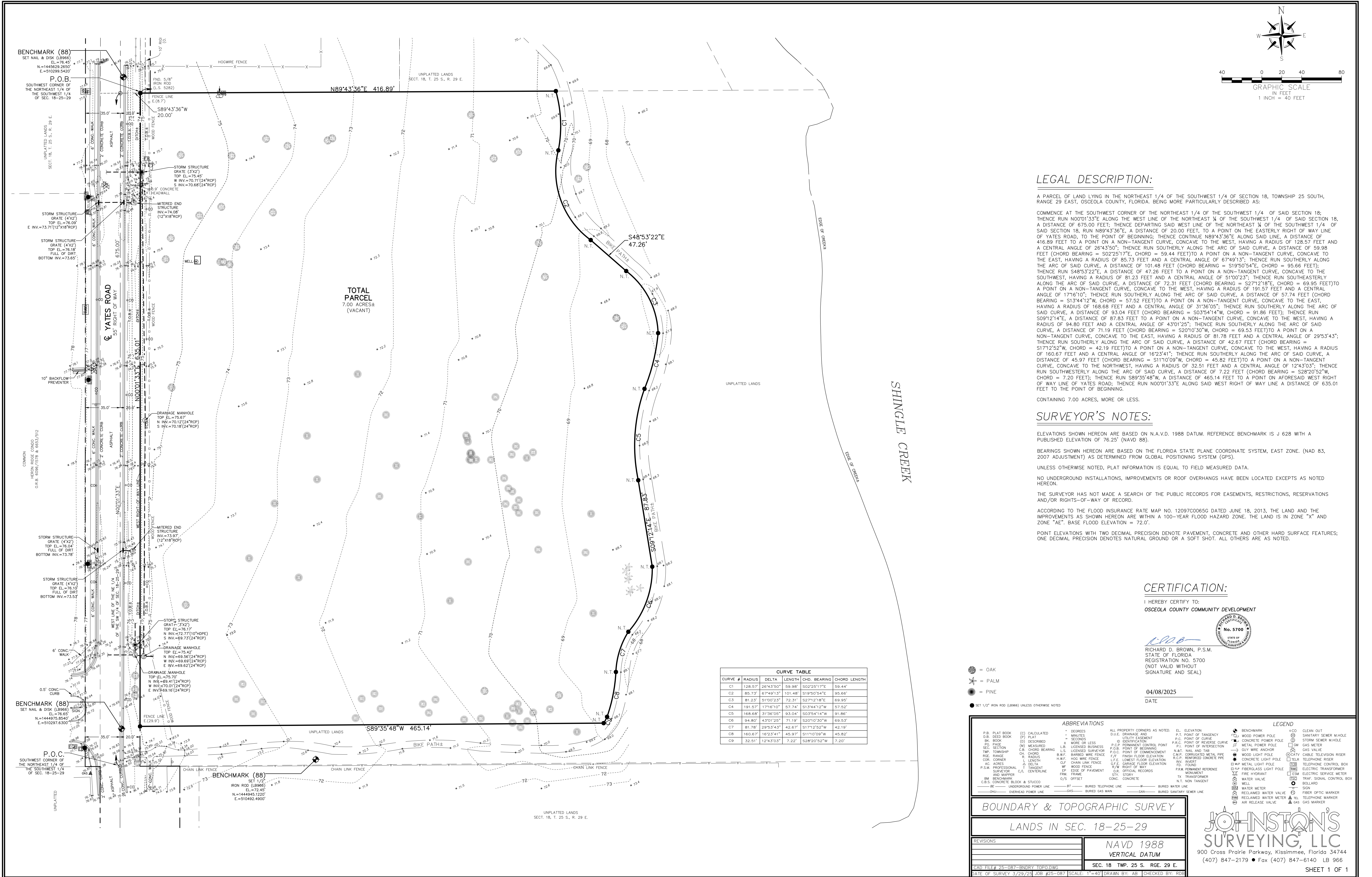
Seq	ORB-Pg	Price	Date	Deed Type
0	3425-0497	\$1,000	2006-12-20	WD
1	3425-0495	\$1,100,000	2006-12-18	WD
2	3425-0494	\$100	2006-12-01	QC
3	0932-0564	\$0	1989-08-04	QC

Land Information - Total Acreage: 6.49

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	6.49	0.00	AC	\$227,200

Legal Description

Legal Description	S1/2 OF: BEG AT SW COR OF NE 1/4 OF SW 1/4, N 672 FT, E TO SHINGLE CREEK, S ALONG SHINGLE CREEK TO S/L OF SAID QUARTER, W TO POB
--------------------------	--



**Osceola Emergency Resource Center (OERC)
Project #LUPA-25-0003
Project Narrative**

Table of Contents

1.0 SITE DATA	2
1.1 General Description.....	2
2.0 PERMITTED USES AND DEVELOPMENT PROGRAM.....	3
2.1 Permitted Uses.....	3
2.2 Development Program	3
3.0 PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT	3
4.0 PROPOSED REZONING	4
5.0 DEVELOPMENT AND DESIGN STANDARDS	5
5.1 Building Setbacks	5
5.2 Open Space and Recreation.....	5
5.3 Transportation and Vehicular Access	5
5.4 Parking.....	5
6.0 PUBLIC FACILITIES ANALYSIS.....	67
6.1 Potable Water and Wastewater	67
6.2 Solid Waste	67
7.0 COMPREHENSIVE PLAN CONSISTENCY.....	78

1.0 SITE DATA

1.1 General Description

The +/- 13.12-acre subject property ("Property") consists of a portion of Osceola County Parcel ID numbers 18-25-29-0000-0181-0000 and 18-25-29-0000-0185-0000, located along Yates Road, north of West Vine Street, within the City of Kissimmee. The Property lies within a transitional area that supports a mixture of institutional and residential uses and is currently characterized by a combination of uplands, wetlands, and surface waters.

The Property is owned by Osceola County, which is proposing the development of an emergency resource center with senior housing. The development program includes up to 100 age-restricted residential units within approximately +/- 2.5 acres of the developable area, and a 10,000-square-foot service center within +/- 1.1 acres that will provide a range of essential services including medical and dental care, clothing distribution, and hotel voucher assistance, among others.

Of the total 13.12 +/- gross acres, 7.00 +/- acres are identified as uplands and comprise the area subject to the proposed land use and zoning actions. The Property currently holds a Future Land Use designation of "Recreation" and is zoned "Open Space." The applicant is requesting a Future Land Use Map Amendment to the "Institutional (INST)" designation, as well as a rezoning to "Residential Planned Unit Development (RPUD)" to allow for the proposed senior-focused mixed-use development.

This project represents an opportunity to provide vital services and housing to Osceola County's senior population while activating an underutilized site through a context-sensitive, community-oriented development.

Table 1.1 Subject Parcels

PID	Gross Acreage	Wetlands	Net Acreage ¹
18-25-29-0000-0181-0000	6.63	2.47	4.16
18-25-29-0000-0185-0000	6.49	2.35	4.14

¹ Only 7.00 of the net acreage are being proposed to be rezoned.

2.0 PERMITTED USES AND DEVELOPMENT PROGRAM

2.1 Permitted Uses

- governmental administration buildings
- educational institutions
- hospital facilities and supportive health care units
- arts and cultural or civic facilities
- essential public services and facilities (excluding major utilities)
- other similar activities
- places of worship
- cultural or civic centers
- other similar public or private not-for-profit uses

2.2 Development Program

The proposed Institutional project consists of two building pods identified on the Concept Plan as Pod A and Pod B. The project is proposed to be completed in two (2) phases, with Pod A likely being constructed in the first phase and Pod B to be constructed in a second phase. The building use breakdown is as follows:

Commented [INS1]: Why are we referencing Building A and Building B? Our PD doesn't show building locations. This needs to reference pods or districts instead.

Table 2.1 Building Development Program

Building	Building Description	Residential Development Program	Institutional Development Program
A	Service Center with medical & dental care, clothing distribution, other services	-	10,000 square feet
B	Age restricted senior housing units	100 units	-

The layout & number of bedrooms per unit are to be determined at a later phase and will comply with the Land Development Code regulations. The Service Center will have no units and provide no overnight stays for patrons.

3.0 PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT

The proposed project is intended to create an emergency resource service center for seniors and people seeking supportive services. A FLUM amendment to Institutional is proposed for the subject properties. The Institutional Future Land Use Category is intended to accommodate public and semi-public services

including hospital facilities and supportive health care units and essential public services and facilities. Per City of Kissimmee's Comprehensive Plan Policy 1.2.2.1: Non-Residential Intensity, the Floor Area Ratio (FAR) permitted for Institutional is 2.0.

The proposed FLU of Institutional would allow for a Future Land Use category that is complementary to existing uses within the vicinity of the subject site, including a 62+ senior community to the west with MUPUD designation across Yates Road, an apartment community designated RPUD only 0.3 miles west across Yates Road, and a newly approved multi-family residential development just 0.1 miles east across Shingle Creek.

As listed in **Table 1.1**, the subject parcels include 4.82 acres of wetlands. The City has placed a Conservation Overlay over a portion of the property, totaling 9.8 acres. Per the maximum allowable density and intensity stated within the City of Kissimmee's Comprehensive Plan, the existing Future Land Use designation of Recreation would allow a maximum of 60,984 square feet of commercial uses, and no residential development, as shown by **Table 3.1** below.

Table 3.1 Allowable Development Program Under Existing FLUM

FLUM	Acreage	Res. Density	Comm. FAR	Max. Res. DUs	Max Comm. SF.
Recreation	7.00	-	0.2	-	60,984

4.0 PROPOSED REZONING

The Land Development Code Sec. 14-4-8. stipulates that PUD's are encouraged to allow for diversification of uses and housing types, enhanced efficiency and the opportunity for innovation in site planning, and conservation of natural amenities. The proposed rezoning to Planned Unit Development would allow the applicant to achieve these goals and uphold the goals, objectives, and policies of the City's Comprehensive Plan as further described in the Comprehensive Plan Consistency section. Additionally, the proposed project puts forth a development that brings an overall benefit to the community by providing affordable senior housing and essential services to the community.

As shown in **Table 4.1**, the maximum development yield under the proposed FLUM designations will accommodate the requested development program proposed in the PUD.

Table 4.1 Yield Under Existing FLUM Designations as compared to Proposed Development Program

	Existing FLUM	Proposed Program	Net Increase/Decrease
Residential (DUs)	0 DUs	100 DUs	+ 100 DUs
Non-Residential (SF)	60,984 sq. ft.	10,000 sq. ft.	- 50,984 sq. ft.

5.0 DEVELOPMENT AND DESIGN STANDARDS

5.1 Building Setbacks

The proposed building setback along Yates Road shall be a minimum of 10 feet. This frontage area may incorporate civic or functional elements, such as pedestrian walkways, benches, and landscape features, to enhance the arrival experience and complement the senior-focused use of the site. A 10-foot setback is proposed along the side property lines, with a 25-foot building setback provided at the rear property boundary. These setbacks are intended to ensure compatibility with adjacent uses and preserve opportunities for landscaping, stormwater conveyance, or screening as needed.

A 10-foot perimeter buffer will be provided around the boundary of the Residential Planned Unit Development (RPUD) to create a visual and physical transition between the project and surrounding land uses.

A 50-foot minimum buffer shall be maintained adjacent to existing wetlands located within the Property. Opportunities for passive recreation or open space integration may be evaluated in accordance with local environmental regulations.

5.2 Open Space and Recreation

A minimum of 20% of the gross acreage shall be designated as open space. This includes both passive and active open space components, which may consist of walking paths, seating areas, and other outdoor amenities intended to serve the senior resident population and enhance community wellness. The existing trail will remain preserved and be calculated towards the recreational requirements.

5.3 Transportation and Vehicular Access

There will be two main vehicular access points to the site, both from Yates Road. The exact location of the access points will be determined at a later phase.

5.4 Parking

The minimum parking requirement for the age-restricted residential component is 1.0 spaces per 1 bedroom unit. Parking areas will be designed to meet ADA accessibility standards and to accommodate the unique mobility needs of senior residents and service center visitors. An additional ten (10) parking spaces will be designated for staff. The minimum parking requirement for the institutional component is 1 space per 200 square feet.

A parking variance of up to 30% reduction from the required total may be requested in the future, subject to further parking analysis and justification based on anticipated occupancy, service center operations, and multimodal access.

6.0 PUBLIC FACILITIES ANALYSIS

The proposed development program represents an increase in residential dwelling units and a decrease in non-residential square footage.

6.1 Potable Water and Wastewater

The project will be served by the Tohopekalliga Water Authority for water and wastewater. Per policy 8.1.4.1 of the City's Comprehensive Plan, the residential LOS standard for water and wastewater is 96 gallons per day per capita. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on the data, the development program of 100 units would generate a population of 301 people. For Institutional: outpatient and administrative services, the LOS standard is 0.2 gallon per gross square foot of floor area. Based on the requirements found in Policy 8.1.4.1, the project will generate the following demands for water and wastewater service:

Table 6.1 Water and Wastewater Service Demands

Use	Units	Persons per HH	Water and Wastewater LOS (gpd)	Water and Wastewater Demand (gpd)
Residential	100 DU	3.01	96	28,896
Institutional	10,000 sq.ft.	N/A	0.2	2,000
Total				30,896

Per the Data, Inventory, and Analysis within the Public Facilities Element of the Comprehensive Plan (2018), the Toho I (Kissimmee System) has an average of 27 MGD daily water flows and a maximum of 35 MGD daily water flow. The system is permitted for 54.4 MGD, which indicates that the system's average daily flow is 50.4% committed and the system's maximum flow is 63.6% committed. It appears that the system has the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

In terms of wastewater, the City is served by four domestic water reclamation facilities with a total design capacity of 25.5 MGD. The current daily flow is estimated at 17.2 MGD, resulting in an 8.5 MGD surplus capacity. It is anticipated that the existing wastewater system will have the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

6.2 Solid Waste

Per Policy 8.1.4.1., the LOS standard for solid waste is 5.1 pounds per person per day. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on this data, the development program of 100 units would generate a population of 301 people. As such, a solid waste capacity of 1,535.1 pounds per day will be required to maintain the City's LOS standards.

7.0 COMPREHENSIVE PLAN CONSISTENCY

In addition to the consistency with densities and intensities found in the City's Comprehensive Plan, the project is consistent with the City of Kissimmee's Comprehensive Plan, as evidenced by the following policies:

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

The attached public facilities analysis shows the proposed amount of water and wastewater needed to maintain the Level of Service. Capacity appears to be available to serve the development at the proposed densities and intensities.

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

The proposed site plan proposes minimal impact to Shingle Creek, protecting the creek and its littoral zone, and will serve as a natural amenity with the preservation of the existing trail along the shoreline.

POLICY 6.1.2.3: JOINT CITY - COUNTY SHINGLE CREEK CORRIDOR CONSERVATION AND RECREATION PROJECT.

The City shall continue to leverage funding and expand partnerships to enhance and maintain the Shingle Creek Regional Multiuse Trail and the Shingle Creek Regional Park which connect City and unincorporated County lands adjacent to environmentally fragile and scenic segments of Shingle Creek.

The Osceola Emergency Resource Center (OERC) project site plan provides on-site recreational opportunities for senior residents and visitors utilizing the provided facilities and support services by preserving the accessible walking trail that connects to the Joint City-County Shingle Creek Regional Trail.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

The Osceola Emergency Resource Center (OERC) project is uniquely located in an area that provides compatibility with adjacent land uses and allows the City to take responsive action towards the needs identified in related demographic and supportive needs.

Sincerely,



George Kramer, AICP
Principal, Inspire Placemaking Collective

May 6, 2025

Ryan Altizer
101 Church Street, Suite 110
Kissimmee, FL 34741

Dear Ryan,

The Osceola County Yates Road Senior Housing and Service Center project is a proposed mixed-use development intended to permit 100 age-restricted senior housing units and a service center that will provide medical & dental services, clothing, hotel vouchers, amongst other services. The proposed project is located along Yates Road, north of West Vine Street, on two parcels (PIDs 18-25-29-0000-0181-0000 and 18-25-29-0000-0185-0000) within the City of Kissimmee that total approximately 13.12 gross acres in size, inclusive of wetlands and surface waters, and 7.00 net acres exclusive of the wetland area. The subject parcels have a Future Land Use designation of "Recreation", and a zoning designation of "Open Space". The applicant respectfully requests a Land Use Plan Map Amendment to the "Multiple Family Medium Density Residential (MF-MDR)" designation, as well as a rezoning to "Residential Planned Unit Development (RPUD)".

Table 1.1 Subject Parcels

PID	Gross Acreage	Wetlands	Net Acreage ¹	Ownership	Existing FLUM	Existing Zoning
18-25-29-0000-0181-0000	6.63	2.47	4.16	Osceola County	Recreation	Open Space
18-25-29-0000-0185-0000	6.49	2.35	4.14	Osceola County	Recreation	Open Space

¹ Only 7.00 of the net acreage are being proposed to be rezoned.

As indicated in **Table 1.1**, the subject parcels include a considerable amount of wetlands. The City has placed a Conservation Overlay over a portion of the property, totaling 9.8 acres. Per the maximum allowable density and intensity stated within the City of Kissimmee's Comprehensive Plan, the existing Future Land Use designation of Recreation would allow a maximum of 114,301.44 commercial square footage, and no residential development, as shown by **Table 1.2** below.

Table 1.2 Allowable Development Program Under Existing FLUM

FLUM	Acreage	Res. Density	Comm. FAR	Max. Res. DUs	Max Comm. SF.
Recreation	13.12	-	0.2	-	114, 301.44

PROPOSED FLUM AMENDMENT

The proposed project is intended to create a public service center for seniors and people seeking supportive services. In order to accomplish this vision, a FLUM amendment is proposed for the subject properties. Per the City of Kissimmee's Comprehensive Plan Policy 1.2.1.1: Density Defined; the residential density shall be within 10-20 gross units per gross acre for the MF-MDR FLUM designation. The data found in **Table 1.3** represents the maximum development that could be considered under the requested FLUM Amendment and would accommodate the proposed 100 dwelling units, and 10,000 square foot service center as proposed in the requested RPUD zoning.

The proposed FLUC of MF-MDR would allow for a continuation of similar Future Land Use categories that already exist within the vicinity of the subject site, including a 62+ senior community to the west with MUPUD designation across Yates Road, an apartment community designated RPUD only 0.3 miles west across Yates Road, and a newly approved multi-family residential development just 0.1 miles east across Shingle Creek.

The proposed development is located along a collector, Yates Road, which connects to Arterial road, W Vine St, just 0.5 miles south of the subject site. A Land Use Plan Map amendment to MF-MDR furthers the City's goal to preserve the established residential character of the area, while proposing a density that is lower than the maximum allowed to maximize the preservation of open space and conservation area abutting Shingle Creek.

Table 1.3 Allowable Development Program Under Proposed FLUM

Proposed FLUM	Acreage	Res. Density	Max. Res. DUs
MF-MDR	13.12	20 DU/AC	262 DUs

PROPOSED REZONING

The proposed project offers a distinct intent, character, and mix of uses, appropriate for the use of a Residential Planned Unit Development designation. The Land Development Code Sec. 14-4-8. stipulates that PUD's are encouraged to allow for diversification of uses and housing types, enhanced efficiency and the opportunity for innovation in site planning, and conservation of natural amenities. The proposed rezoning to Residential Planned Unit

Development would allow the applicant to achieve these goals and uphold the goals, objectives, and policies of the City's Comprehensive Plan as further described in the Comprehensive Plan Consistency section. Additionally, the proposed project puts forth a development that brings an overall benefit to the community by providing affordable senior housing and essential services to the community.

As shown in Table 1.3, the maximum development yield under the proposed FLUM designations will accommodate the requested development program proposed in the RPUD.

Table 1.3 Yield Under Existing FLUM Designations as Compared to Proposed Development Program

	Existing FLUM	Proposed Program	Net Increase/Decrease
Residential (DUs)	0	100 DUs	+ 100 DUs
Commercial (SF)	114,301.44	10,000	- 104,301.44

PUBLIC FACILITIES ANALYSIS

The proposed development program represents an increase in residential dwelling units and a decrease in commercial square footage.

Potable Water and Wastewater

The project will be served by the Tohopekaliga Water Authority for water and wastewater. Per policy 8.1.4.1 of the City's Comprehensive Plan, the residential LOS standard for water and wastewater is 96 gallons per day per capita. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on the data, the development program of 100 units would generate a population of 301 people. For commercial, the LOS standard is 0.1 gallon per gross square foot of floor area. Based on the requirements found in Policy 8.1.4.1, the project will generate the following demands for water and wastewater service:

Table 1.4 Water and Wastewater Service Demands

Use	Units	Persons per HH	Water and Wastewater LOS (gpd)	Water and Wastewater Demand (gpd)
Residential	100 DU	3.01	96	28,896
Commercial	10,000 sq.ft.	N/A	0.1	1,000
Total				29,896

Per the Data, Inventory, and Analysis within the Public Facilities Element of the Comprehensive Plan (2018), the Toho I (Kissimmee System) has an average of 27 MGD daily water flows and a maximum of 35 MGD daily water flow. The system is permitted for 54.4 MGD, which indicates that the system's average daily flow is 50.4% committed and the systems maximum flow is 63.6% committed. It appears that the system has the capacity to accommodate the 29,896 GPD flow that would be generated from this project.

In terms of wastewater, the City is served by four domestic water reclamation facilities with a total design capacity of 25.5 MGD. The current daily flow is estimated at 17.2 MGD, resulting in an 8.5 MGD surplus capacity. It is anticipated that the existing wastewater system will have the capacity to accommodate the 29,896 GPD flow that would be generated from this project.

Solid Waste

Per Policy 8.1.4.1., the LOS standards for solid waste is 5.1 pounds per person per day. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on this data, the development program of 100 units would generate a population of 301 people. As such, a solid waste capacity of 1,535.1 pounds per day will be required to maintain the City's LOS standards.

COMPREHENSIVE PLAN CONSISTENCY

In addition to the consistency with densities and intensities found in the City's Comprehensive Plan, the project is consistent with the City of Kissimmee's Comprehensive Plan, as evidenced by the following policies:

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

The attached public facilities analysis shows the proposed amount of water and wastewater needed to maintain the Level of Service. Capacity appears to be available to serve the development at the proposed densities and intensities

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major

natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

The proposed site plan proposes minimal impact to Shingle Creek, protecting the creek and its littoral zone, and will serve as a natural amenity with the preservation of the existing trail along the shoreline.

POLICY 6.1.2.3: JOINT CITY - COUNTY SHINGLE CREEK CORRIDOR CONSERVATION AND RECREATION PROJECT.

The City shall continue to leverage funding and expand partnerships to enhance and maintain the Shingle Creek Regional Multiuse Trail and the Shingle Creek Regional Park which connect City and unincorporated County lands adjacent to environmentally fragile and scenic segments of Shingle Creek.

The Yates Road project site plan provides on-site recreational opportunities for senior residents and visitors utilizing the provided facilities and support services by preserving the accessible walking trail that connects to the Joint City-County Shingle Creek Regional Trail.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

The Yates Road project is uniquely located in an area that provides compatibility with adjacent land uses and allows the City to take responsive action towards the needs identified in related demographic and supportive needs.

Sincerely,



George Kramer, AICP
Principal
Inspire Placemaking Collective

May 6, 2025

Ryan Altizer
101 Church Street, Suite 110
Kissimmee, FL 34741

Dear Ryan,

The Osceola County Yates Road Senior Housing and Service Center project is a proposed mixed-use development intended to permit 100 age-restricted senior housing units and a service center that will provide medical & dental services, clothing, hotel vouchers, amongst other services. The proposed project is located along Yates Road, north of West Vine Street, on two parcels (PIDs 18-25-29-0000-0181-0000 and 18-25-29-0000-0185-0000) within the City of Kissimmee that total approximately 13.12 gross acres in size, inclusive of wetlands and surface waters, and 7.00 net acres exclusive of the wetland area. The subject parcels have a Future Land Use designation of “Recreation”, and a zoning designation of “Open Space”. The applicant respectfully requests a Land Use Plan Map Amendment to the “Multiple Family Medium Density Residential (MF-MDR)” designation, as well as a rezoning to “Residential Planned Unit Development (RPUD)”.

Table 1.1 Subject Parcels

PID	Gross Acreage	Wetlands	Net Acreage ¹	Ownership	Existing FLUM	Existing Zoning
18-25-29-0000-0181-0000	6.63	2.47	4.16	Osceola County	Recreation	Open Space
18-25-29-0000-0185-0000	6.49	2.35	4.14	Osceola County	Recreation	Open Space

¹ Only 7.00 of the net acreage are being proposed to be rezoned.

As indicated in **Table 1.1**, the subject parcels include a considerable amount of wetlands. The City has placed a Conservation Overlay over a portion of the property, totaling 9.8 acres. Per the maximum allowable density and intensity stated within the City of Kissimmee's Comprehensive Plan, the existing Future Land Use designation of Recreation would allow a maximum of 114,301.44 commercial square footage, and no residential development, as shown by **Table 1.2** below.

Table 1.2 Allowable Development Program Under Existing FLUM

FLUM	Acreage	Res. Density	Comm. FAR	Max. Res. DUs	Max Comm. SF.
Recreation	13.12	-	0.2	-	114, 301.44

PROPOSED FLUM AMENDMENT

The proposed project is intended to create a public service center for seniors and people seeking supportive services. In order to accomplish this vision, a FLUM amendment is proposed for the subject properties. Per the City of Kissimmee's Comprehensive Plan Policy 1.2.1.1: Density Defined; the residential density shall be within 10-20 gross units per gross acre for the MF-MDR FLUM designation. The data found in **Table 1.3** represents the maximum development that could be considered under the requested FLUM Amendment and would accommodate the proposed 100 dwelling units, and 10,000 square foot service center as proposed in the requested RPUD zoning.

The proposed FLUC of MF-MDR would allow for a continuation of similar Future Land Use categories that already exist within the vicinity of the subject site, including a 62+ senior community to the west with MUPUD designation across Yates Road, an apartment community designated RPUD only 0.3 miles west across Yates Road, and a newly approved multi-family residential development just 0.1 miles east across Shingle Creek.

The proposed development is located along a collector, Yates Road, which connects to Arterial road, W Vine St, just 0.5 miles south of the subject site. A Land Use Plan Map amendment to MF-MDR furthers the City's goal to preserve the established residential character of the area, while proposing a density that is lower than the maximum allowed to maximize the preservation of open space and conservation area abutting Shingle Creek.

Table 1.3 Allowable Development Program Under Proposed FLUM

Proposed FLUM	Acreage	Res. Density	Max. Res. DUs
MF-MDR	13.12	20 DU/AC	262 DUs

PROPOSED REZONING

The proposed project offers a distinct intent, character, and mix of uses, appropriate for the use of a Residential Planned Unit Development designation. The Land Development Code Sec. 14-4-8. stipulates that PUD's are encouraged to allow for diversification of uses and housing types, enhanced efficiency and the opportunity for innovation in site planning, and conservation of natural amenities. The proposed rezoning to Residential Planned Unit

Development would allow the applicant to achieve these goals and uphold the goals, objectives, and policies of the City's Comprehensive Plan as further described in the Comprehensive Plan Consistency section. Additionally, the proposed project puts forth a development that brings an overall benefit to the community by providing affordable senior housing and essential services to the community.

As shown in Table 1.3, the maximum development yield under the proposed FLUM designations will accommodate the requested development program proposed in the RPUD.

Table 1.3 Yield Under Existing FLUM Designations as Compared to Proposed Development Program

	Existing FLUM	Proposed Program	Net Increase/Decrease
Residential (DUs)	0	100 DUs	+ 100 DUs
Commercial (SF)	114,301.44	10,000	- 104,301.44

PUBLIC FACILITIES ANALYSIS

The proposed development program represents an increase in residential dwelling units and a decrease in commercial square footage.

Potable Water and Wastewater

The project will be served by the Tohopekaliga Water Authority for water and wastewater. Per policy 8.1.4.1 of the City's Comprehensive Plan, the residential LOS standard for water and wastewater is 96 gallons per day per capita. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on the data, the development program of 100 units would generate a population of 301 people. For commercial, the LOS standard is 0.1 gallon per gross square foot of floor area. Based on the requirements found in Policy 8.1.4.1, the project will generate the following demands for water and wastewater service:

Table 1.4 Water and Wastewater Service Demands

Use	Units	Persons per HH	Water and Wastewater LOS (gpd)	Water and Wastewater Demand (gpd)
Residential	100 DU	3.01	96	28,896
Commercial	10,000 sq.ft.	N/A	0.1	1,000
Total				29,896

Per the Data, Inventory, and Analysis within the Public Facilities Element of the Comprehensive Plan (2018), the Toho I (Kissimmee System) has an average of 27 MGD daily water flows and a maximum of 35 MGD daily water flow. The system is permitted for 54.4 MGD, which indicates that the system's average daily flow is 50.4% committed and the systems maximum flow is 63.6% committed. It appears that the system has the capacity to accommodate the 29,896 GPD flow that would be generated from this project.

In terms of wastewater, the City is served by four domestic water reclamation facilities with a total design capacity of 25.5 MGD. The current daily flow is estimated at 17.2 MGD, resulting in an 8.5 MGD surplus capacity. It is anticipated that the existing wastewater system will have the capacity to accommodate the 29,896 GPD flow that would be generated from this project.

Solid Waste

Per Policy 8.1.4.1., the LOS standards for solid waste is 5.1 pounds per person per day. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on this data, the development program of 100 units would generate a population of 301 people. As such, a solid waste capacity of 1,535.1 pounds per day will be required to maintain the City's LOS standards.

COMPREHENSIVE PLAN CONSISTENCY

In addition to the consistency with densities and intensities found in the City's Comprehensive Plan, the project is consistent with the City of Kissimmee's Comprehensive Plan, as evidenced by the following policies:

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

The attached public facilities analysis shows the proposed amount of water and wastewater needed to maintain the Level of Service. Capacity appears to be available to serve the development at the proposed densities and intensities

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major

natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

The proposed site plan proposes minimal impact to Shingle Creek, protecting the creek and its littoral zone, and will serve as a natural amenity with the preservation of the existing trail along the shoreline.

POLICY 6.1.2.3: JOINT CITY - COUNTY SHINGLE CREEK CORRIDOR CONSERVATION AND RECREATION PROJECT.

The City shall continue to leverage funding and expand partnerships to enhance and maintain the Shingle Creek Regional Multiuse Trail and the Shingle Creek Regional Park which connect City and unincorporated County lands adjacent to environmentally fragile and scenic segments of Shingle Creek.

The Yates Road project site plan provides on-site recreational opportunities for senior residents and visitors utilizing the provided facilities and support services by preserving the accessible walking trail that connects to the Joint City-County Shingle Creek Regional Trail.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

The Yates Road project is uniquely located in an area that provides compatibility with adjacent land uses and allows the City to take responsive action towards the needs identified in related demographic and supportive needs.

Sincerely,



George Kramer, AICP
Principal
Inspire Placemaking Collective

June 26, 2025

Ryan Altizer
101 Church Street, Suite 110
Kissimmee, FL 34741

Plan Number: LUPA-25-0003

Dear Ryan,

The Development Standards for the Proposed Osceola Emergency Resource Center (OERC) are as follows:

Building Standards:

Front setback	10 ft
Side setback	10 ft
Rear setback	25 ft
PD perimeter buffer	10 ft
Min. wetland buffer	50 ft

Open Space	Min. 20% of gross acreage
Min. Floor Area	TBD

Minimum Parking Requirements:

Age-restricted units	1 space / units
	10 spaces designated for staff

Resource Center	1 space per 200 square feet
-----------------	-----------------------------

Sincerely,



George Kramer, AICP
Principal
Inspire Placemaking Collective, Inc.

June 26, 2025

Ryan Altizer
101 Church Street, Suite 110
Kissimmee, FL 34741

Plan Number: LUPA-25-0003

Dear Ryan,

Per our conversation, a DRC Disclaimer / Agent Authorization is not required if the Applicant of the project and the owner of the subject properties are the same. Since both the owner and the applicant are Osceola County, the DRC Disclaimer/Agent Authorization is not necessary.

Additionally, in our first submittal, our client, Osceola County, had the intention of requesting a Land Use Amendment to Multiple Family Medium Density Residential (MF-MDR). Since then, it was agreed that pursuing the Institutional Future Land Use Category would be a better fit for the proposed development. Hence, certain fields of the EnerGov Citizen Self Service portal application do not reflect that change since it was originally submitted as a LUPA request to MF-MDR. The Project Narrative provides more details as to what the revised LUPA request is.

Sincerely,

Laura Martinez, AICP, *Planner*
Inspire Placemaking Collective

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1 / 4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N00°01'33"E ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 675.00 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SAID SECTION 18, RUN N89°43'36"E, A DISTANCE OF 20.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YATES ROAD, TO THE POINT OF BEGINNING; THENCE CONTINUE N89°43'36"E ALONG SAID LINE, A DISTANCE OF 416.89 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 128.57 FEET AND A CENTRAL ANGLE OF 26°43'50"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.98 FEET (CHORD BEARING = S02°25'17"E, CHORD = 59.44 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 85.73 FEET AND A CENTRAL ANGLE OF 67°49'13"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.48 FEET (CHORD BEARING = S19°50'54"E, CHORD = 95.66 FEET); THENCE RUN S48°53'22"E, A DISTANCE OF 47.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 81.23 FEET AND A CENTRAL ANGLE OF 51°00'23"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.31 FEET (CHORD BEARING = S27°12'18"E, CHORD = 69.95 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 191.57 FEET AND A CENTRAL ANGLE OF 17°16'10"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.74 FEET (CHORD BEARING = S13°44'12"W, CHORD = 57.52 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 168.68 FEET AND A CENTRAL ANGLE OF 31°36'05"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.04 FEET (CHORD BEARING = S03°54'14"W, CHORD = 91.86 FEET); THENCE RUN 09°12'14"E, A DISTANCE OF 87.83 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 94.80 FEET AND A CENTRAL ANGLE OF 43°01'25"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.19 FEET (CHORD BEARING = S20°10'30"W, CHORD = 69.53 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 81.78 FEET AND A CENTRAL ANGLE OF 29°53'43"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.67 FEET (CHORD BEARING = S17°12'52"W, CHORD = 42.19 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 160.67 FEET AND A CENTRAL ANGLE OF 16°23' 41"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.97 FEET (CHORD BEARING = S11°10'09"W, CHORD = 45.82 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.51 FEET AND A CENTRAL ANGLE OF 12°43'03"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.22 FEET (CHORD BEARING = S28°20'52"W, CHORD = 7.20 FEET); THENCE RUN 89°35'48"W, A DISTANCE OF 465.14 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY LINE OF YATES ROAD; THENCE RUN N00°01'33"E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 635.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.00 ACRES, MORE OR LESS.



September 15, 2025

Project #LUPA-25-0003 and #PUD-25-0014

Applicant: Osceola County

Reference: Osceola Emergency Resource Center (OERC) Application Narrative

Table of Contents

1.0	SITE DATA	2
1.1	General Description	2
2.0	PERMITTED USES AND DEVELOPMENT PROGRAM	3
2.1	Permitted Uses	3
2.2	Development Program	3
3.0	PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT	4
4.0	PROPOSED REZONING	4
5.0	DEVELOPMENT AND DESIGN STANDARDS	5
5.1	Building Setbacks	5
5.2	Architectural and Landscaping Design Standards	5
5.3	Open Space and Recreation	5
5.4	Transportation and Vehicular Access	5
5.5	Parking	5
6.0	PUBLIC FACILITIES ANALYSIS	6
6.1	Potable Water and Wastewater	6
6.2	Solid Waste	6
7.0	COMPREHENSIVE PLAN CONSISTENCY	7

1.0 SITE DATA

1.1 General Description

The +/- 13.12-acre subject property ("Property") consists of a portion of Osceola County Parcel ID numbers 18-25-29-0000-0181-0000 and 18-25-29-0000-0185-0000, located along Yates Road, north of West Vine Street, within the City of Kissimmee. The Property lies within a transitional area that supports a mixture of institutional and residential uses and is currently characterized by a combination of uplands, wetlands, and surface waters.

The Property is owned by Osceola County, which is proposing the development of an emergency resource center and senior housing. The development program includes up to 100 age-restricted residential units within approximately +/- 2.5 acres of the developable area, and a 10,000-square-foot emergency resource center within +/- 1.1 acres that will provide a range of essential services including medical and dental care, clothing distribution, and hotel voucher assistance, among others.

Of the total 13.12 +/- gross acres, 7.00 +/- acres are identified as uplands and comprise the area subject to the proposed land use and zoning actions. The Property currently holds a Future Land Use designation of "Recreation" and is zoned "Open Space." The applicant is requesting a Future Land Use Map Amendment to the "Institutional (INST)" designation, as well as a rezoning to Planned Unit Development (PUD)" to allow for the proposed senior-focused mixed-use development.

This project represents an opportunity to provide vital services and housing to Osceola County's senior population while activating an underutilized site through a context-sensitive, community-oriented development.

Table 1.1 Subject Parcels

PID	Gross Acreage	Wetlands	Net Acreage ¹
18-25-29-0000-0181-0000	6.63	2.47	4.16
18-25-29-0000-0185-0000	6.49	2.35	4.14

¹ Only 7.00 of the net acreage are being proposed to be rezoned.

2.0 PERMITTED USES AND DEVELOPMENT PROGRAM

2.1 Permitted Uses

- governmental administration buildings
- educational institutions
- hospital facilities and supportive health care units
- arts and cultural or civic facilities
- essential public services and facilities (excluding major utilities)
- senior housing
- other similar activities
- places of worship
- cultural or civic centers
- other similar public or private not-for-profit uses

2.2 Development Program

The proposed Institutional project consists of two building pods identified on the Concept Plan as Pod A and Pod B. The project is proposed to be completed in two (2) phases, with Pod A likely being constructed in the first phase, as a critical community need, and Pod B to be constructed in a second phase. The building use breakdown is as follows:

Table 2.1 Building Development Program

Building	Building Description	Residential Development Program	Institutional Development Program
A	Emergency Resource Center with medical & dental care, clothing distribution, other services	-	10,000 square feet
B	Age restricted senior housing units	100 units	-

The layout & number of bedrooms per unit are to be determined at a later phase and will comply with the Land Development Code regulations. Minimum living area will be 500 sq.ft. for all units. The Emergency Resource Center will have no units and provide no overnight stays for patrons.

3.0 PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT

The proposed project is intended to create an emergency resource service center for seniors and people seeking supportive services. A FLUM amendment to Institutional is proposed for the subject properties. The Institutional Future Land Use Category is intended to accommodate public and semi-public services including hospital facilities and supportive health care units and essential public services and facilities. Per City of Kissimmee's Comprehensive Plan Policy 1.2.2.1, the Floor Area Ratio (FAR) permitted for Institutional is 2.0.

The proposed FLU of Institutional would allow for a Future Land Use category that is complementary to existing uses within the vicinity of the subject site, including a 62+ senior community to the west with MUPUD designation across Yates Road, an apartment community designated RPUD only 0.3 miles west across Yates Road, and a newly approved multi-family residential development just 0.1 miles east across Shingle Creek.

As listed in **Table 1.1**, the subject parcels include 4.82 acres of wetlands. The City has placed a Conservation Overlay over a portion of the property, totaling 9.8 acres. An Environmental Impact Statement will be provided at Site Plan submittal. Per the maximum allowable density and intensity stated within the City of Kissimmee's Comprehensive Plan, the existing Future Land Use designation of Recreation would allow a maximum of 60,984 square feet of commercial uses, and no residential development, as shown by **Table 3.1** below.

Table 3.1 Allowable Development Program Under Existing FLUM

FLUM	Acreage	Res. Density	Comm. FAR	Max. Res. DUs	Max Comm. SF.
Recreation	7.00	-	0.2	-	60,984

4.0 PROPOSED REZONING

The Land Development Code Sec. 14-4-8. stipulates that PUD's are encouraged to allow for diversification of uses and housing types, enhanced efficiency and the opportunity for innovation in site planning, and conservation of natural amenities. The proposed rezoning to Planned Unit Development would allow the applicant to achieve these goals and uphold the goals, objectives, and policies of the City's Comprehensive Plan as further described in the Comprehensive Plan Consistency section. Additionally, the proposed project puts forth a development that brings an overall benefit to the community by providing affordable senior housing and essential services to the community.

As shown in **Table 4.1**, the maximum development yield under the proposed FLUM designations will accommodate the requested development program proposed in the PUD.

Table 4.1 Yield Under Existing FLUM Designations as compared to Proposed Development Program

	Existing FLUM	Proposed Program	Net Increase/Decrease
Residential (DUs)	0 DUs	100 DUs	+ 100 DUs
Non-Residential (SF)	60,984 sq. ft.	10,000 sq. ft.	- 50,984 sq. ft.

5.0 DEVELOPMENT AND DESIGN STANDARDS

5.1 Building Setbacks

The proposed building setback along Yates Road shall be a minimum of 10 feet. The proposed building separation shall also be a minimum of 10 feet. This frontage area may incorporate civic or functional elements, such as pedestrian walkways, benches, and landscape features, to enhance the arrival experience and complement the senior-focused use of the site. A 10-foot setback is proposed along the side property lines, with a 25-foot building setback provided at the rear property boundary. These setbacks are intended to ensure compatibility with adjacent uses and preserve opportunities for landscaping, stormwater conveyance, or screening as needed.

A 10-foot perimeter buffer will be provided around the boundary of the Residential Planned Unit Development (RPUD) to create a visual and physical transition between the project and surrounding land uses.

A 50-foot minimum buffer shall be maintained adjacent to existing wetlands located within the Property. Opportunities for passive recreation or open space integration may be evaluated in accordance with local environmental regulations.

5.2 Architectural and Landscaping Design Standards

The proposed development will comply with the design, architectural, and landscaping requirements of the City's Land Development Code.

5.3 Open Space and Recreation

A minimum of 20% of the gross acreage shall be designated as open space. This includes both passive and active open space components, which may consist of walking paths, seating areas, and other outdoor amenities intended to serve the senior resident population and enhance community wellness. The existing trail will remain preserved and be calculated towards the recreational requirements.

5.4 Transportation and Vehicular Access

There will be two main vehicular access points to the site, both from Yates Road. The exact location of the access points will be determined at a later phase.

5.5 Parking

The minimum parking requirement for the age-restricted residential component is 1.0 spaces per 1 bedroom unit. Parking areas will be designed to meet ADA accessibility standards and to accommodate the unique mobility needs of senior residents and resource center visitors. An additional ten (10) parking spaces will be designated for staff. The minimum parking requirement for the institutional component is 1 space per 200 square feet.

A parking variance of up to 30% reduction from the required total may be requested in the future, subject to further parking analysis and justification based on anticipated occupancy, resource center operations, and multimodal access.

6.0 PUBLIC FACILITIES ANALYSIS

The proposed development program represents an increase in residential dwelling units and a decrease in non-residential square footage.

6.1 Potable Water and Wastewater

The project will be served by the Tohopekalliga Water Authority for water and wastewater. Per policy 8.1.4.1 of the City's Comprehensive Plan, the residential LOS standard for water and wastewater is 96 gallons per day per capita. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on the data, the development program of 100 units would generate a population of 301 people. For Institutional: outpatient and administrative services, the LOS standard is 0.2 gallon per gross square foot of floor area. Based on the requirements found in Policy 8.1.4.1, the project will generate the following demands for water and wastewater service:

Table 6.1 Water and Wastewater Service Demands

Use	Units	Persons per HH	Water and Wastewater LOS (gpd)	Water and Wastewater Demand (gpd)
Residential	100 DU	3.01	96	28,896
Institutional	10,000 sq.ft.	N/A	0.2	2,000
Total				30,896

Per the Data, Inventory, and Analysis within the Public Facilities Element of the Comprehensive Plan (2018), the Toho I (Kissimmee System) has an average of 27 MGD daily water flows and a maximum of 35 MGD daily water flow. The system is permitted for 54.4 MGD, which indicates that the system's average daily flow is 50.4% committed and the system's maximum flow is 63.6% committed. It appears that the system has the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

In terms of wastewater, the City is served by four domestic water reclamation facilities with a total design capacity of 25.5 MGD. The current daily flow is estimated at 17.2 MGD, resulting in an 8.5 MGD surplus capacity. It is anticipated that the existing wastewater system will have the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

6.2 Solid Waste

Per Policy 8.1.4.1., the LOS standard for solid waste is 5.1 pounds per person per day. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on this data, the development program of 100 units would generate a population of 301 people. As such, a solid waste capacity of 1,535.1 pounds per day will be required to maintain the City's LOS standards.

7.0 COMPREHENSIVE PLAN CONSISTENCY

In addition to the consistency with densities and intensities found in the City's Comprehensive Plan, the project is consistent with the City of Kissimmee's Comprehensive Plan, as evidenced by the following policies:

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

The attached public facilities analysis shows the proposed amount of water and wastewater needed to maintain the Level of Service. Capacity appears to be available to serve the development at the proposed densities and intensities.

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

The proposed site plan proposes minimal impact to Shingle Creek, protecting the creek and its littoral zone, and will serve as a natural amenity with the preservation of the existing trail along the shoreline.

POLICY 6.1.2.3: JOINT CITY - COUNTY SHINGLE CREEK CORRIDOR CONSERVATION AND RECREATION PROJECT.

The City shall continue to leverage funding and expand partnerships to enhance and maintain the Shingle Creek Regional Multiuse Trail and the Shingle Creek Regional Park which connect City and unincorporated County lands adjacent to environmentally fragile and scenic segments of Shingle Creek.

The Osceola Emergency Resource Center (OERC) project site plan provides on-site recreational opportunities for senior residents and visitors utilizing the provided facilities and support services by preserving the accessible walking trail that connects to the Joint City-County Shingle Creek Regional Trail.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

The Osceola Emergency Resource Center (OERC) project is uniquely located in an area that provides compatibility with adjacent land uses and allows the City to take responsive action towards the needs identified in related demographic and supportive needs.

Sincerely,



George Kramer, AICP

Principal, Inspire Placemaking Collective



September 15, 2025

Project #LUPA-25-0003 and #PUD-25-0014

Applicant: Osceola County

Reference: Osceola Emergency Resource Center (OERC) Application Narrative

Table of Contents

1.0	SITE DATA	2
1.1	General Description	2
2.0	PERMITTED USES AND DEVELOPMENT PROGRAM	3
2.1	Permitted Uses	3
2.2	Development Program	3
3.0	PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT	4
4.0	PROPOSED REZONING	4
5.0	DEVELOPMENT AND DESIGN STANDARDS	5
5.1	Building Setbacks	5
5.2	Architectural and Landscaping Design Standards	5
5.3	Open Space and Recreation	5
5.4	Transportation and Vehicular Access	5
5.5	Parking	5
6.0	PUBLIC FACILITIES ANALYSIS	6
6.1	Potable Water and Wastewater	6
6.2	Solid Waste	6
7.0	COMPREHENSIVE PLAN CONSISTENCY	7

1.0 SITE DATA

1.1 General Description

The +/- 13.12-acre subject property ("Property") consists of a portion of Osceola County Parcel ID numbers 18-25-29-0000-0181-0000 and 18-25-29-0000-0185-0000, located along Yates Road, north of West Vine Street, within the City of Kissimmee. The Property lies within a transitional area that supports a mixture of institutional and residential uses and is currently characterized by a combination of uplands, wetlands, and surface waters.

The Property is owned by Osceola County, which is proposing the development of an emergency resource center and senior housing. The development program includes up to 100 age-restricted residential units within approximately +/- 2.5 acres of the developable area, and a 10,000-square-foot emergency resource center within +/- 1.1 acres that will provide a range of essential services including medical and dental care, clothing distribution, and hotel voucher assistance, among others.

Of the total 13.12 +/- gross acres, 7.00 +/- acres are identified as uplands and comprise the area subject to the proposed land use and zoning actions. The Property currently holds a Future Land Use designation of "Recreation" and is zoned "Open Space." The applicant is requesting a Future Land Use Map Amendment to the "Institutional (INST)" designation, as well as a rezoning to Planned Unit Development (PUD)" to allow for the proposed senior-focused mixed-use development.

This project represents an opportunity to provide vital services and housing to Osceola County's senior population while activating an underutilized site through a context-sensitive, community-oriented development.

Table 1.1 Subject Parcels

PID	Gross Acreage	Wetlands	Net Acreage ¹
18-25-29-0000-0181-0000	6.63	2.47	4.16
18-25-29-0000-0185-0000	6.49	2.35	4.14

¹ Only 7.00 of the net acreage are being proposed to be rezoned.

2.0 PERMITTED USES AND DEVELOPMENT PROGRAM

2.1 Permitted Uses

- governmental administration buildings
- educational institutions
- hospital facilities and supportive health care units
- arts and cultural or civic facilities
- essential public services and facilities (excluding major utilities)
- senior housing
- other similar activities
- places of worship
- cultural or civic centers
- other similar public or private not-for-profit uses

2.2 Development Program

The proposed Institutional project consists of two building pods identified on the Concept Plan as Pod A and Pod B. The project is proposed to be completed in two (2) phases, with Pod A likely being constructed in the first phase, as a critical community need, and Pod B to be constructed in a second phase. The building use breakdown is as follows:

Table 2.1 Building Development Program

Building	Building Description	Residential Development Program	Institutional Development Program
A	Emergency Resource Center with medical & dental care, clothing distribution, other services	-	10,000 square feet
B	Age restricted senior housing units	100 units	-

The layout & number of bedrooms per unit are to be determined at a later phase and will comply with the Land Development Code regulations. Minimum living area will be 500 sq.ft. for all units. The Emergency Resource Center will have no units and provide no overnight stays for patrons.

3.0 PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT

The proposed project is intended to create an emergency resource service center for seniors and people seeking supportive services. A FLUM amendment to Institutional is proposed for the subject properties. The Institutional Future Land Use Category is intended to accommodate public and semi-public services including hospital facilities and supportive health care units and essential public services and facilities. Per City of Kissimmee's Comprehensive Plan Policy 1.2.2.1, the Floor Area Ratio (FAR) permitted for Institutional is 2.0.

The proposed FLU of Institutional would allow for a Future Land Use category that is complementary to existing uses within the vicinity of the subject site, including a 62+ senior community to the west with MUPUD designation across Yates Road, an apartment community designated RPUD only 0.3 miles west across Yates Road, and a newly approved multi-family residential development just 0.1 miles east across Shingle Creek.

As listed in **Table 1.1**, the subject parcels include 4.82 acres of wetlands. The City has placed a Conservation Overlay over a portion of the property, totaling 9.8 acres. An Environmental Impact Statement will be provided at Site Plan submittal. Per the maximum allowable density and intensity stated within the City of Kissimmee's Comprehensive Plan, the existing Future Land Use designation of Recreation would allow a maximum of 60,984 square feet of commercial uses, and no residential development, as shown by **Table 3.1** below.

Table 3.1 Allowable Development Program Under Existing FLUM

FLUM	Acreage	Res. Density	Comm. FAR	Max. Res. DUs	Max Comm. SF.
Recreation	7.00	-	0.2	-	60,984

4.0 PROPOSED REZONING

The Land Development Code Sec. 14-4-8. stipulates that PUD's are encouraged to allow for diversification of uses and housing types, enhanced efficiency and the opportunity for innovation in site planning, and conservation of natural amenities. The proposed rezoning to Planned Unit Development would allow the applicant to achieve these goals and uphold the goals, objectives, and policies of the City's Comprehensive Plan as further described in the Comprehensive Plan Consistency section. Additionally, the proposed project puts forth a development that brings an overall benefit to the community by providing affordable senior housing and essential services to the community.

As shown in **Table 4.1**, the maximum development yield under the proposed FLUM designations will accommodate the requested development program proposed in the PUD.

Table 4.1 Yield Under Existing FLUM Designations as compared to Proposed Development Program

	Existing FLUM	Proposed Program	Net Increase/Decrease
Residential (DUs)	0 DUs	100 DUs	+ 100 DUs
Non-Residential (SF)	60,984 sq. ft.	10,000 sq. ft.	- 50,984 sq. ft.

5.0 DEVELOPMENT AND DESIGN STANDARDS

5.1 Building Setbacks

The proposed building setback along Yates Road shall be a minimum of 10 feet. The proposed building separation shall also be a minimum of 10 feet. This frontage area may incorporate civic or functional elements, such as pedestrian walkways, benches, and landscape features, to enhance the arrival experience and complement the senior-focused use of the site. A 10-foot setback is proposed along the side property lines, with a 25-foot building setback provided at the rear property boundary. These setbacks are intended to ensure compatibility with adjacent uses and preserve opportunities for landscaping, stormwater conveyance, or screening as needed.

A 10-foot perimeter buffer will be provided around the boundary of the Residential Planned Unit Development (RPUD) to create a visual and physical transition between the project and surrounding land uses.

A 50-foot minimum buffer shall be maintained adjacent to existing wetlands located within the Property. Opportunities for passive recreation or open space integration may be evaluated in accordance with local environmental regulations.

5.2 Architectural and Landscaping Design Standards

The proposed development will comply with the design, architectural, and landscaping requirements of the City's Land Development Code.

5.3 Open Space and Recreation

A minimum of 20% of the gross acreage shall be designated as open space. This includes both passive and active open space components, which may consist of walking paths, seating areas, and other outdoor amenities intended to serve the senior resident population and enhance community wellness. The existing trail will remain preserved and be calculated towards the recreational requirements.

5.4 Transportation and Vehicular Access

There will be two main vehicular access points to the site, both from Yates Road. The exact location of the access points will be determined at a later phase.

5.5 Parking

The minimum parking requirement for the age-restricted residential component is 1.0 spaces per 1 bedroom unit. Parking areas will be designed to meet ADA accessibility standards and to accommodate the unique mobility needs of senior residents and resource center visitors. An additional ten (10) parking spaces will be designated for staff. The minimum parking requirement for the institutional component is 1 space per 200 square feet.

A parking variance of up to 30% reduction from the required total may be requested in the future, subject to further parking analysis and justification based on anticipated occupancy, resource center operations, and multimodal access.

6.0 PUBLIC FACILITIES ANALYSIS

The proposed development program represents an increase in residential dwelling units and a decrease in non-residential square footage.

6.1 Potable Water and Wastewater

The project will be served by the Tohopekalliga Water Authority for water and wastewater. Per policy 8.1.4.1 of the City's Comprehensive Plan, the residential LOS standard for water and wastewater is 96 gallons per day per capita. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on the data, the development program of 100 units would generate a population of 301 people. For Institutional: outpatient and administrative services, the LOS standard is 0.2 gallon per gross square foot of floor area. Based on the requirements found in Policy 8.1.4.1, the project will generate the following demands for water and wastewater service:

Table 6.1 Water and Wastewater Service Demands

Use	Units	Persons per HH	Water and Wastewater LOS (gpd)	Water and Wastewater Demand (gpd)
Residential	100 DU	3.01	96	28,896
Institutional	10,000 sq.ft.	N/A	0.2	2,000
Total				30,896

Per the Data, Inventory, and Analysis within the Public Facilities Element of the Comprehensive Plan (2018), the Toho I (Kissimmee System) has an average of 27 MGD daily water flows and a maximum of 35 MGD daily water flow. The system is permitted for 54.4 MGD, which indicates that the system's average daily flow is 50.4% committed and the system's maximum flow is 63.6% committed. It appears that the system has the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

In terms of wastewater, the City is served by four domestic water reclamation facilities with a total design capacity of 25.5 MGD. The current daily flow is estimated at 17.2 MGD, resulting in an 8.5 MGD surplus capacity. It is anticipated that the existing wastewater system will have the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

6.2 Solid Waste

Per Policy 8.1.4.1., the LOS standard for solid waste is 5.1 pounds per person per day. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on this data, the development program of 100 units would generate a population of 301 people. As such, a solid waste capacity of 1,535.1 pounds per day will be required to maintain the City's LOS standards.

7.0 COMPREHENSIVE PLAN CONSISTENCY

In addition to the consistency with densities and intensities found in the City's Comprehensive Plan, the project is consistent with the City of Kissimmee's Comprehensive Plan, as evidenced by the following policies:

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

The attached public facilities analysis shows the proposed amount of water and wastewater needed to maintain the Level of Service. Capacity appears to be available to serve the development at the proposed densities and intensities.

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

The proposed site plan proposes minimal impact to Shingle Creek, protecting the creek and its littoral zone, and will serve as a natural amenity with the preservation of the existing trail along the shoreline.

POLICY 6.1.2.3: JOINT CITY - COUNTY SHINGLE CREEK CORRIDOR CONSERVATION AND RECREATION PROJECT.

The City shall continue to leverage funding and expand partnerships to enhance and maintain the Shingle Creek Regional Multiuse Trail and the Shingle Creek Regional Park which connect City and unincorporated County lands adjacent to environmentally fragile and scenic segments of Shingle Creek.

The Osceola Emergency Resource Center (OERC) project site plan provides on-site recreational opportunities for senior residents and visitors utilizing the provided facilities and support services by preserving the accessible walking trail that connects to the Joint City-County Shingle Creek Regional Trail.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

The Osceola Emergency Resource Center (OERC) project is uniquely located in an area that provides compatibility with adjacent land uses and allows the City to take responsive action towards the needs identified in related demographic and supportive needs.

Sincerely,



George Kramer, AICP

Principal, Inspire Placemaking Collective



September 16, 2025

Project #LUPA-25-0003 and #PUD-25-0014

Applicant: Osceola County

Reference: Osceola Emergency Resource Center (OERC) DRC Response Letter

1. Please include a current Survey of the properties proposed in this Mixed-Use Planned Unit Development (MUPUD) to reflect what currently is existing at these sites per LDC 14-3-28.B.2

Per meeting with City Staff on September 9th, existing survey previously submitted is sufficient.

2. A Final Plat to combine the parcels into one parcel is suggested so as to ensure that shared infrastructure in the future be under the same ownership.

Noted.

3. Due to the Institutional Future Land Use not having a density requirement, and only a FAR, please review the Density Bonuses allowed for Planned Unit Developments and try to incorporate as many of the five criteria from Land Development Code Section (LDC) 14-4-8.3.

The Applicant will seek to incorporate the density bonus criteria from LDC 14-4-8.3 where feasible.

4. It is suggested to add a reference to the senior housing or multi-family housing in the list of allowed uses for the proposed development.

The Applicant will add a reference to senior housing.

5. Please provide a minimum living area for the units associated with the senior living component of the proposed development and ensure that it aligns with LDC Section 14-4-6.A.

Consistent with LDC Section 14-4-6.A, the Applicant will provide a minimum of 500 square feet of living area for the units associated with the senior living component of the proposed development.

6. The floor area is shown as TBD. Note that the FAR in the proposed Future Land Use is 2.0.

Noted.

7. Please identify building separation standards.

The primary buildings will be separated by a minimum of 10 feet.

8. Please include the architectural design standards that will accompany this MUPUD per LDC Section 14-3-28.B.1.h.

The Applicant will comply with the design and architectural requirements of the City's Land Development Code for the proposed uses.

9. Please state whether the MUPUD will have its own Landscaping Standards or if it will fall back on the LDC.

The Applicant will comply with the City's LDC Landscaping Standards for the proposed uses.

10. Please be aware of the open space and recreational standards for MUPUDs. Per LDC 14-4-8.D.4.g: "Common open space provided shall at least equal to the amount of pervious area required above or ten percent of the gross area of the development, whichever is less, when the future land use designation assigned by the comprehensive plan is a non-residential designation or when the future land use designation is mixed-use and the primary use is non-residential."

Noted.

11. Please indicate if there will be phasing with the development of this PUD. If so, please include a statement explaining the desired phasing per LDC 14-3-28.B.1.f.

As described in Section 2.2 of the Application Narrative, the development is proposed to be completed in two phases where the first phase includes the emergency resource center.

12. Please be advised that within the phasing of this project, the residential portion will need to take precedent over the non-residential uses per LDC Section 14-4-8.5: "Procedures and requirements for rezoning to MUPUD. See section 14-3-28 except that any phasing plan involving a residential component shall ensure that the proportion of the residential units constructed shall always equal or exceed the proportion of non-residential building square footage constructed if the area with the residential component has been assigned a residential land use classification on the future land use map of the comprehensive plan."

Discussed and resolved at DRC. Provisions of Section 14-3-28 do not apply to an Institutional Future Land Use designation.

13. Be advised that a Site Plan will need to be submitted for review in conjunction with the standards set forth in this MUPUD.

Noted.

14. Be advised that any change to the Conceptual Plan will require another review per LDC Section 14-3-28.A

Noted.

Sincerely,



George Kramer, AICP

Principal, Inspire Placemaking Collective

KISSIMMEE, FLORIDA

MAY 5, 2025

SITE ADDRESS: 0 & 2001 YATES RD
KISSIMMEE, FLORIDA 34746

PARCEL ACREAGE: **13.12 AC.**
EXISTING LAND USE: VACANT / REC
EXISTING ZONING: OPEN SPACE

PROPOSED USE: SENIOR HOUSING & SERVICE CENTER
OWNER: OSCEOLA COUNTY

ADDRESS: COMMUNITY DEVELOPMENT DEPARTMENT
1 COURTHOUSE SQUARE, SUITE 1400
KISSIMMEE, FL 34741

CONTACT NAME: RAYMOND STANGLE
CONTACT E-MAIL ADDRESS: RAYMOND.STANGLE@OSCEOLA.ORG

PROJECT REPRESENTATIVE: GEORGE KRAMER
ADDRESS: 4767 NEW BROAD ST
ORLANDO, FLORIDA 32814

PHONE NO.: 407-202-8387
CONTACT E-MAIL ADDRESS: GKRAMER@INSPIREPLACEMAKING.COM

AREA CALCULATIONS	
PROPOSED RPUD AREA:	7.0 AC
PROPOSED PD RESIDENTIAL UNITS:	100
PROPOSED PD RESIDENTIAL DENSITY:	7.6
 <u>BUILDING STANDARDS</u>	
FRONT:	10 FT
SIDE:	10 FT
REAR:	25 FT
 PD PERIMETER BUFFER:	
MIN. WETLAND BUFFER:	10 FT
50 FT	
 OPEN SPACE:	
MIN. 20% OF GROSS ACREAGE	
 MAX. BUILDING HEIGHT	
MIN. FLOOR AREA:	50 FT (4-STORIES)
TBD	

PROPOSED 24' ROADS - (2) 12' TRAVEL LANES (TYP.) REQUIRED BY CITY CODE

OFF-STREET PARKING
REQUIRED PARKING:
MULTIPLE FAMILY HOUSING DEVELOPMENTS WITH MORE THAN 8 UNITS

DWELLING UNITS WITH EFFICIENCY DESIGN OR ONE BEDROOM: 1 SPACE PER UNIT, PLUS 0.5 SPACES PER UNIT UNASSIGNED FOR GUEST PARKING

DWELLING UNITS WITH 2 OR MORE BEDROOMS: 1.5 SPACES PER UNIT, PLUS 0.5 SPACES PER UNIT UNASSIGNED FOR GUEST PARKING

(100 UNITS X 2.0 SPACES/UNIT = 200)
TOTAL REQUIRED PARKING: 200

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N00°01'33"E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 675.00 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, RUN N89°43'36"E A DISTANCE OF 118.99 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 128.15 FEET AND A CENTRAL ANGLE OF 26°43'50"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.98 FEET (CHORD BEARING = 502°25'17", CHORD = 59.44 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 85.73 FEET AND A CENTRAL ANGLE OF 67°49'13"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.00 FEET (CHORD BEARING = 502°25'17", CHORD = 11.00 FEET); THENCE RUN S48°53'22"E, A DISTANCE OF 47.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 81.23 FEET AND A CENTRAL ANGLE OF 51°00'23"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.31 FEET (CHORD BEARING = S27°12'18"E, CHORD = 69.95 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 191.57 FEET AND A CENTRAL ANGLE OF 17°16'10"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.74 FEET (CHORD BEARING = S13°12'12"W, CHORD = 57.52 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 166.16 FEET AND A CENTRAL ANGLE OF 31°36'05"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.04 FEET (CHORD BEARING = S03°54'14"W, CHORD = 91.86 FEET); THENCE RUN S09°12'14"E, A DISTANCE OF 67.83 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 94.80 FEET AND A CENTRAL ANGLE OF 43°01'25"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.19 FEET (CHORD BEARING = S20°10'30"W, CHORD = 69.53 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 81.78 FEET AND A CENTRAL ANGLE OF 53°15'33"; THENCE RUN S04°53'12"E, A DISTANCE OF 42.21 FEET (CHORD BEARING = S20°10'30"W, CHORD = 42.21 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 160.67 FEET AND A CENTRAL ANGLE OF 16°23' 41"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.97 FEET (CHORD BEARING = S11°10'09"W, CHORD = 45.82 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.51 FEET AND A CENTRAL ANGLE OF 12°43'03"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.22 FEET (CHORD BEARING = S28°20'52"W, CHORD = 7.22 FEET); THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.20 FEET (CHORD BEARING = S28°20'52"W, CHORD = 1.20 FEET); THENCE RUN SOUTHWESTERLY ALONG THE RIGHT OF WAY LINE OF YATES ROAD; THENCE RUN N00°01'33"E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 635.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.00 ACRES, MORE OR LESS.

POTABLE WATER
TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD.
KISSIMMEE, FL 34741

RECLAIM WATER
TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD.
KISSIMMEE, FL 34741

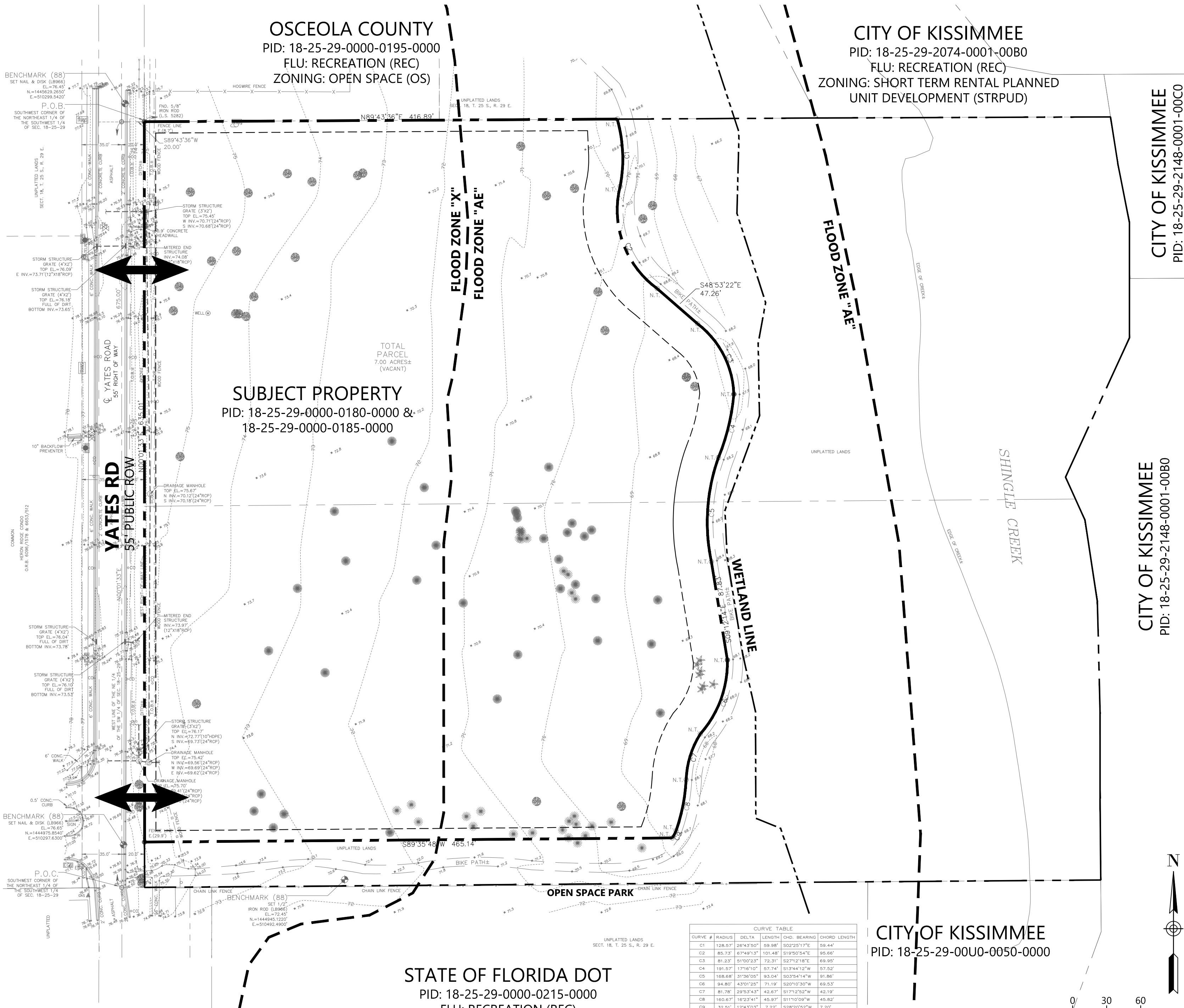
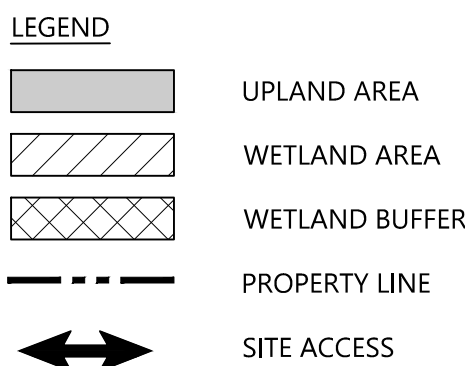
CABLE PROVIDER
SPECTRUM NETWORKS
100 GORDON ST.
SANFORD, FL 32771
PH. 321.805.3081

SANITARY SEWER
KISSIMMEE UTILITY AUTHORITY
 1701 W. CARROLL ST.
 KISSIMMEE, FL 34741
 PH. 407.933.7777

ELECTRIC SERVICE
KISSIMMEE UTILITY AUTHORITY
 1701 W. CARROLL ST.
 KISSIMMEE, FL 34741
 PH. 407.933.7777

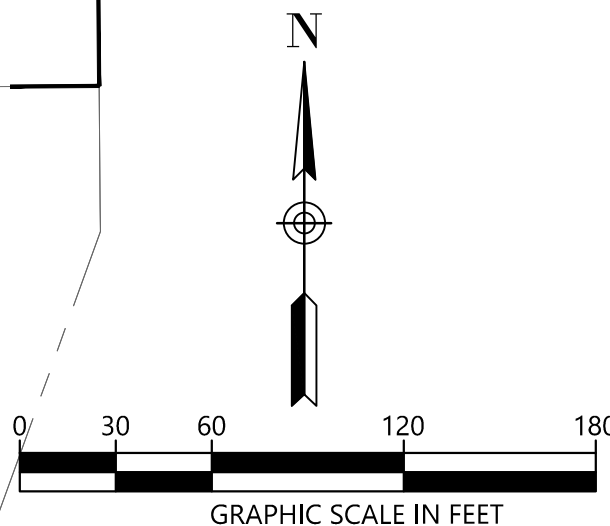
WASTE DISPOSAL
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777

PHONE PROVIDER
AT&T
1227 S. DIVISION AVE.
ORLANDO, FL 34805
PH. 407.351.7100



STATE OF FLORIDA DOT
PID: 18-25-29-0000-0215-0000
FLU: RECREATION (REC)
ZONING: OPEN SPACE (OS)

CITY OF KISSIMMEE
PID: 18-25-29-00U0-0050-0000



4767 New Broad Street,
Orlando, FL, 32814
Ph. 407.202.8387

Yates Road Senior Housing Development
Planned Unit Development

[illegible]

PROJECT NUMBER
240160

DRAWING NAME

MASTER SITE PLAN

DRAWING NUMBER

PUD-0.1

KISSIMMEE, FLORIDA

MAY 5, 2025

SITE ADDRESS: 0 & 2001 YATES RD
KISSIMMEE, FLORIDA 34746

PARCEL ACREAGE: **13.12 AC.**
EXISTING LAND USE: VACANT / REC
EXISTING ZONING: OPEN SPACE

PROPOSED USE: SENIOR HOUSING & SERVICE CENTER
OWNER: OSCEOLA COUNTY
ADDRESS: COMMUNITY DEVELOPMENT DEPARTMENT
1 COURTHOUSE SQUARE, SUITE 1400
KISSIMMEE, FL 34741

CONTACT NAME: RAYMOND STANGLE
CONTACT E-MAIL ADDRESS: RAYMOND.STANGLE@OSCEOLA.ORG

PROJECT REPRESENTATIVE: GEORGE KRAMER
ADDRESS: 4767 NEW BROAD ST
ORLANDO, FLORIDA 32814
PHONE NO.: 407-202-8387
CONTACT E-MAIL ADDRESS: GKRAMER@INSPIREPLACEMAKING.COM

AREA CALCULATIONS	
PROPOSED RPUD AREA:	7.0 AC
PROPOSED PD RESIDENTIAL UNITS:	100
PROPOSED PD RESIDENTIAL DENSITY:	7.6
 <u>BUILDING STANDARDS</u>	
FRONT:	10 FT
SIDE:	10 FT
REAR:	25 FT
 PD PERIMETER BUFFER:	
MIN. WETLAND BUFFER:	10 FT
	50 FT
 OPEN SPACE:	
	MIN. 20% OF GROSS ACREAGE
 MAX. BUILDING HEIGHT	
MIN. FLOOR AREA:	50 FT (4-STORIES)
	TBD

PROPOSED 24' ROADS - (2) 12' TRAVEL LANES (TYP.) REQUIRED BY CITY CODE

OFF-STREET PARKING
REQUIRED PARKING:
MULTIPLE FAMILY HOUSING DEVELOPMENTS WITH MORE THAN 8 UNITS

DWELLING UNITS WITH EFFICIENCY DESIGN OR ONE BEDROOM: 1 SPACE PER UNIT, PLUS 0.5 SPACES PER UNIT UNASSIGNED FOR GUEST PARKING

DWELLING UNITS WITH 2 OR MORE BEDROOMS: 1.5 SPACES PER UNIT, PLUS 0.5 SPACES PER UNIT UNASSIGNED FOR GUEST PARKING

(100 UNITS X 2.0 SPACES/UNIT = 200)
TOTAL REQUIRED PARKING: 200

PHASING
THIS PROJECT MAY BE CONSTRUCTED IN MULTIPLE PHASES

ADDITIONAL NOTES:

1. ACCESS POINTS TO BE DETERMINED AT SITE PLAN DESIGN PHASE
2. THE PROPOSED HOUSING WILL BE AGE-RESTRICTED.
3. THE SERVICE CENTER IS PROPOSED TO BE 10,000 SQ. FT. OF PUBLIC SERVICES INCLUDING MEDICAL & DENTAL SERVICES, CLOTHING, HOTEL VOUCHERS, AND OTHER SERVICES.
4. THE PROPOSED SERVICE CENTER WILL NOT OFFER OVERNIGHT STAYS.

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N00°01'33"E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 675.00 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, RUN N89°43'36"E, A DISTANCE OF 20.00 FEET, TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE CONTINUE N89°43'36"E ALONG SAID LINE, A DISTANCE OF 416.89 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 128.57 FEET AND A CENTRAL ANGLE OF 26°43'50"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.98 FEET (CHORD BEARING: S02°25'17"E, CHORD = 59.44 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 85.73 FEET AND A CENTRAL ANGLE OF 67°49'13"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.48 FEET (CHORD BEARING = S19°50'54"E, CHORD = 99.98 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 91.23 FEET AND A CENTRAL ANGLE OF 51°00'23"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.31 FEET (CHORD BEARING = S27°12'18"E, CHORD = 69.95 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 191.57 FEET AND A CENTRAL ANGLE OF 17°16'10"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.74 FEET (CHORD BEARING = S13°44'12"W, CHORD = 57.52 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 168.68 FEET AND A CENTRAL ANGLE OF 31°36'05"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.04 FEET (CHORD BEARING = S03°54'14"W, CHORD = 91.86 FEET); THENCE RUN 09°12'14"E, A DISTANCE OF 87.83 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 94.80 FEET AND A CENTRAL ANGLE OF 43°01'25"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.19 FEET (CHORD BEARING = S20°10'30"W, CHORD = 69.53 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 81.78 FEET AND A CENTRAL ANGLE OF 29°53'43"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.48 FEET (CHORD BEARING = S19°50'54"E, CHORD = 99.98 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 42.19 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 160.67 FEET AND A CENTRAL ANGLE OF 16°23' 41"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.97 FEET (CHORD BEARING = S11°10'09"W, CHORD = 45.82 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.51 FEET AND A CENTRAL ANGLE OF 12°24'03"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.22 FEET (CHORD BEARING = S28°20'52"W, CHORD = 7.20 FEET); THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.20 FEET TO THE RIGHT OF WAY LINE OF STATE ROAD; THENCE RUN N00°01'33"E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 635.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.00 ACRES, MORE OR LESS.

POTABLE WATER
TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD.
KISSIMMEE, FL 34741

RECLAIM WATER
TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD
KISSIMMEE, FL 34741

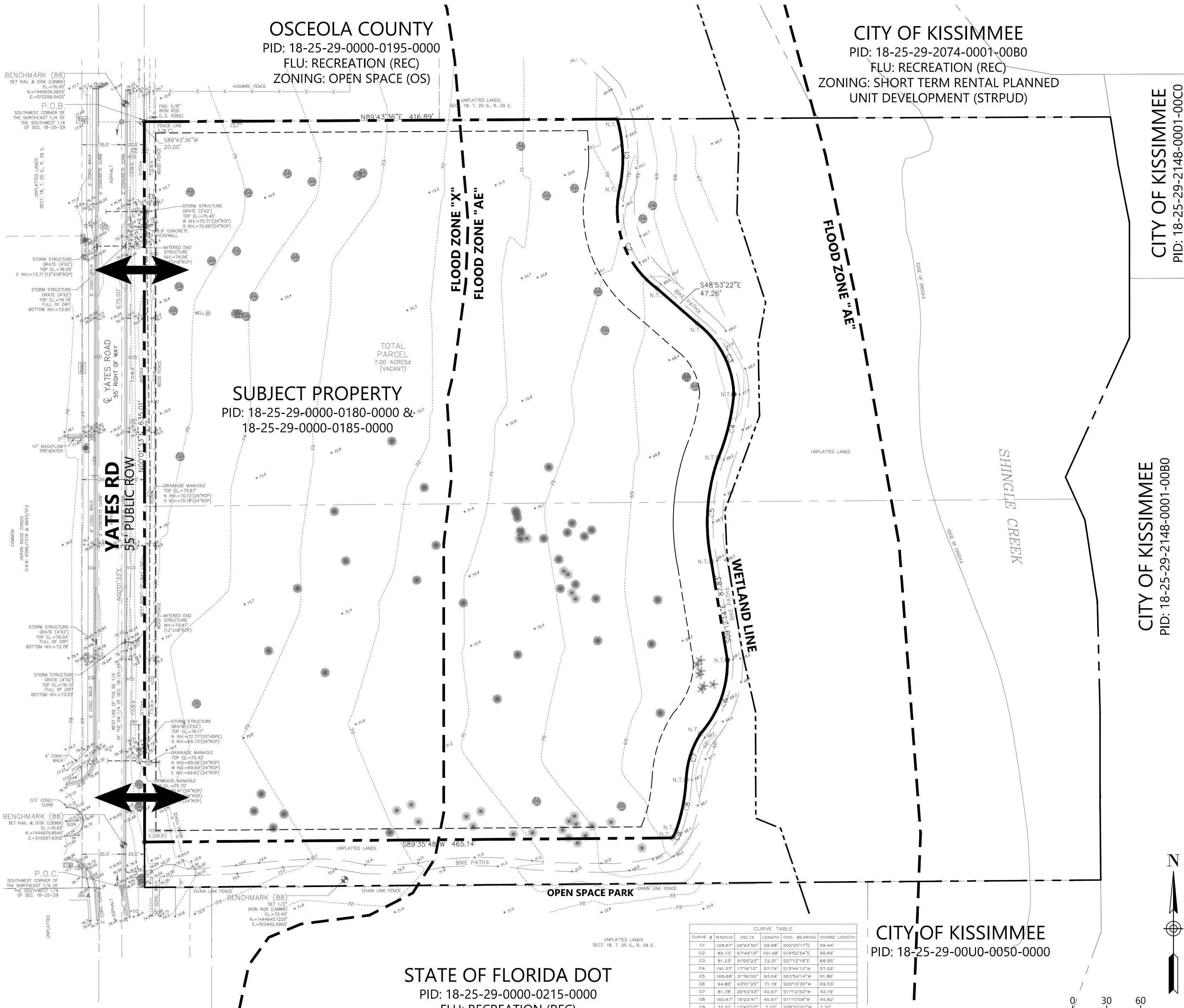
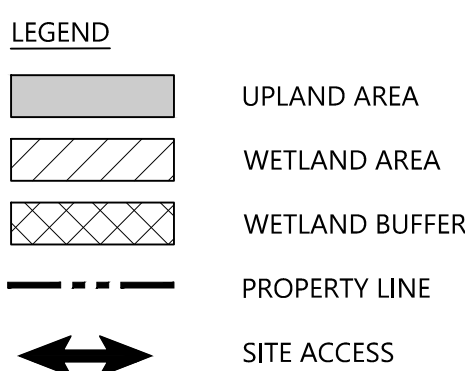
CABLE PROVIDER
SPECTRUM NETWORKS
100 GORDON ST.
SANFORD, FL 32771
PH. 321.805.3081

SANITARY SEWER
KISSIMMEE UTILITY AUTHORITY
 1701 W. CARROLL ST.
 KISSIMMEE, FL 34741
 PH. 407.933.7777

ELECTRIC SERVICE
KISSIMMEE UTILITY AUTHORITY
 1701 W. CARROLL ST.
 KISSIMMEE, FL 34741
 PH. 407.933.7777

WASTE DISPOSAL
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777

PHONE PROVIDER
AT&T
1227 S. DIVISION AVE.
ORLANDO, FL 34805
PH. 407.351.7100



VICINITY MAP

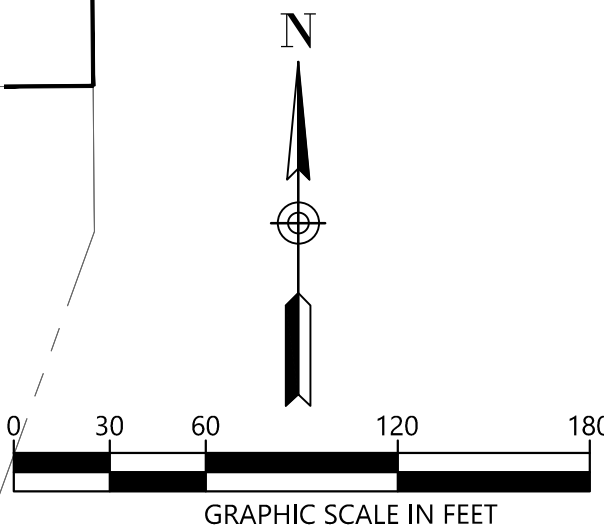
NOT TO SCALE

CITY OF KISSIMMEE
PID: 18-25-29-2074-0001-00B0
FLU: RECREATION (REC)
ING: SHORT TERM RENTAL PLANNED
UNIT DEVELOPMENT (STRPUD)

CITY OF KISSIMMEE
PID: 18-25-29-2148-0001-00C0

CITY OF KISSIMMEE
PID: 18-25-29-2148-0001-00B0

CITY OF KISSIMMEE
PID: 18-25-29-00U0-0050-0000



4767 New Broad Street,
Orlando, FL, 32814
Ph. 407.202.8387

Yates Road Senior Housing Development
Planned Unit Development

[illegible]

PROJECT NUMBER
240160

DRAWING NAME

MASTER SITE PLAN

DRAWING NUMBER

PUD-0.1

PLANNED UNIT DEVELOPMENT OSCEOLA EMERGENCY RESOURCE CENTER

KISSIMMEE, FLORIDA

PARCEL ID: A PORTION OF 18-25-29-0000-0181-0000 & 18-25-29-0000-0185-0000

JUNE 18, 2025

SITE DATA

SITE ADDRESS: 0 & 2001 YATES RD
KISSIMMEE, FLORIDA 34746
PARCEL ACREAGE: 13.12 AC.
EXISTING LAND USE: VACANT / REC
EXISTING ZONING: OPEN SPACE
PROPOSED USE: SENIOR HOUSING & SERVICE CENTER
OWNER: OSCEOLA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
ADDRESS: 1 COURTHOUSE SQUARE, SUITE 1400
KISSIMMEE, FL 34741
CONTACT NAME: RAYMOND STANGLE
CONTACT E-MAIL ADDRESS: RAYMOND.STANGLE@OSCEOLA.ORG
PROJECT REPRESENTATIVE: GEORGE KRAMER
ADDRESS: 4767 NEW BROAD ST
ORLANDO, FLORIDA 32814
PHONE NO.: 407-202-8387
CONTACT E-MAIL ADDRESS: GKRAMER@INSPIREPLACEMAKING.COM

FEMA PANEL:
THE SUBJECT PROPERTY DOES LIE WITHIN A SPECIAL FLOOD HAZARD ZONE
ACCORDING TO COMMUNITY PANEL NO. 12097C0065G, JUNE 18, 2013,
COMMUNITY NAME: CITY OF KISSIMMEE.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N00°01'33"E ALONG THE
WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION
18, A DISTANCE OF 675.00 FEET; THENCE DEPARTING SAID WEST LINE OF THE
NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, RUN N89°43'36"E,
A DISTANCE OF 20.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE
OF YATES ROAD, TO THE POINT OF BEGINNING; THENCE CONTINUE
N89°43'36"E ALONG SAID LINE, A DISTANCE OF 416.89 FEET TO A POINT ON A
NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 128.57
FEET AND A CENTRAL ANGLE OF 26°43'50"; THENCE RUN SOUTHERLY ALONG
THE ARC OF SAID CURVE, A DISTANCE OF 59.98 FEET (CHORD BEARING =
S02°25'17"E, CHORD = 59.44 FEET) TO A POINT ON A NON-TANGENT CURVE,
CONCAVE TO THE EAST, HAVING A RADIUS OF 85.73 FEET AND A CENTRAL
ANGLE OF 67°49'13"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID
CURVE, A DISTANCE OF 101.48 FEET (CHORD BEARING = S19°50'54"E, CHORD =
95.66 FEET); THENCE RUN S48°53'22"E, A DISTANCE OF 47.26 FEET TO A POINT
ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A
RADIUS OF 81.23 FEET AND A CENTRAL ANGLE OF 51°00'23"; THENCE RUN
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.31 FEET
(CHORD BEARING = S27°12'18"E, CHORD = 69.95 FEET) TO A POINT ON A
NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 191.57
FEET AND A CENTRAL ANGLE OF 17°16'10"; THENCE RUN SOUTHERLY ALONG
THE ARC OF SAID CURVE, A DISTANCE OF 57.74 FEET (CHORD BEARING =
S13°44'12"W, CHORD = 57.52 FEET) TO A POINT ON A NON-TANGENT CURVE,
CONCAVE TO THE EAST, HAVING A RADIUS OF 168.68 FEET AND A CENTRAL
ANGLE OF 31°36'05"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID
CURVE, A DISTANCE OF 93.04 FEET (CHORD BEARING = S03°54'14"W, CHORD =
91.86 FEET); THENCE RUN 09°12'14"E, A DISTANCE OF 87.83 FEET TO A POINT
ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF
94.80 FEET AND A CENTRAL ANGLE OF 43°01'25"; THENCE RUN SOUTHERLY
ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.19 FEET (CHORD BEARING
= S20°10'30"W, CHORD = 69.53 FEET) TO A POINT ON A NON-TANGENT CURVE,
CONCAVE TO THE EAST, HAVING A RADIUS OF 81.78 FEET AND A CENTRAL
ANGLE OF 29°53'43"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID
CURVE, A DISTANCE OF 42.67 FEET (CHORD BEARING = S17°12'52"W, CHORD =
42.19 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST,
HAVING A RADIUS OF 160.67 FEET AND A CENTRAL ANGLE OF 16°23' 41";
THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF
45.97 FEET (CHORD BEARING = S11°10'09"W, CHORD = 45.82 FEET) TO A POINT
ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A
RADIUS OF 32.51 FEET AND A CENTRAL ANGLE OF 12°43'03"; THENCE RUN
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.22 FEET
(CHORD BEARING = S28°20'52"W, CHORD = 7.20 FEET); THENCE RUN
89°35'48"W, A DISTANCE OF 465.14 FEET TO A POINT ON AFORESAID WEST
RIGHT OF WAY LINE OF YATES ROAD; THENCE RUN N00°01'33"E ALONG SAID
WEST RIGHT OF WAY LINE A DISTANCE OF 635.01 FEET TO THE POINT OF
BEGINNING.

CONTAINING 7.00 ACRES, MORE OR LESS.

AREA CALCULATIONS

PROPOSED RPUD AREA: 7.0 AC
PROPOSED PD RESIDENTIAL UNITS: 100
PROPOSED PD RESIDENTIAL DENSITY: 7.6

BUILDING STANDARDS

FRONT: 10 FT
SIDE: 10 FT
REAR: 25 FT

PD PERIMETER BUFFER: 10 FT
MIN. WETLAND BUFFER: 50 FT

OPEN SPACE: MIN. 20% OF GROSS ACREAGE

MAX. BUILDING HEIGHT: 50 FT (4-STORIES)
MIN. FLOOR AREA: TBD

PROPOSED 24' ROADS - (2) 12' TRAVEL LANES (TYP.) REQUIRED BY CITY CODE

OFF-STREET PARKING

REQUIRED PARKING:
MULTIPLE FAMILY HOUSING DEVELOPMENTS: 1 SPACE PER UNIT.

10 SPACES TO BE DESIGNATED FOR STAFF.

PARKING REQUIRED FOR RESOURCE CENTER: 1 SPACE PER 200 SF.

PHASING

THIS PROJECT MAY BE CONSTRUCTED IN MULTIPLE PHASES

ADDITIONAL NOTES:

- ACCESS POINTS TO BE DETERMINED AT SITE PLAN DESIGN PHASE
- THE PROPOSED HOUSING WILL BE AGE-RESTRICTED.
- THE SERVICE CENTER IS PROPOSED TO BE 10,000 SQ. FT. OF PUBLIC SERVICES INCLUDING MEDICAL & DENTAL SERVICES, CLOTHING, HOTEL VOUCHERS, AND OTHER SERVICES.
- THE PROPOSED SERVICE CENTER WILL NOT OFFER OVERNIGHT STAYS.

UTILITY PROVIDERS

POTABLE WATER
TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD.
KISSIMMEE, FL 34741

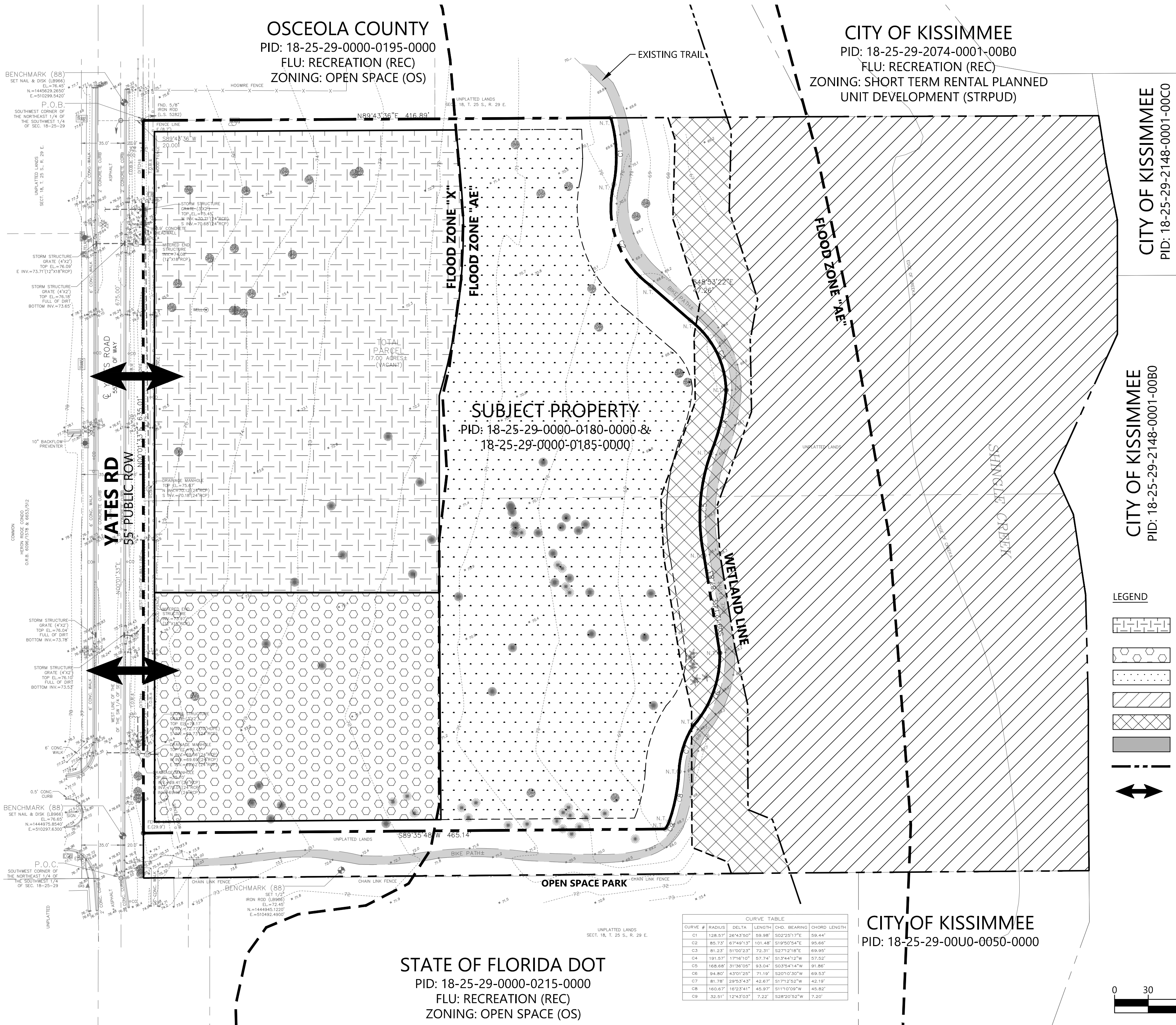
SANITARY SEWER
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777

WASTE DISPOSAL
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777
TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD.
KISSIMMEE, FL 34741

ELECTRIC SERVICE
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777

PHONE PROVIDER
AT&T
1227 S. DIVISION AVE.
ORLANDO, FL 34805
PH. 407.351.7100

CABLE PROVIDER
SPECTRUM NETWORKS
100 GORDON ST.
SANFORD, FL 32771
PH. 321.805.3081



4767 New Broad Street,
Orlando, FL 32814
Ph. 407.202.8387

Yates Road Senior Housing & Service Center
Planned Unit Development

KISSIMMEE, FL

Eric Raasch, AICP

NO.	DATE	DESCRIPTION	BY	CHK	LM	ER	APV
	06/18/25	PUD Submittal					

PROJECT NUMBER
240160

DRAWING NAME
MASTER SITE PLAN

DRAWING NUMBER

PUD-0.1



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

Parcel: 18-25-29-0000-0180-0000

Owner Information

Owner Name OSCEOLA COUNTY

Mailing Address ATTN: REAL ESTATE MANAGEMENT DEPT
1 COURTHOUSE SQ STE 3100
KISSIMMEE, FL 34741

Physical Address 2001 YATES RD, KISSIMMEE FL 34746

Description COUNTY-IMP

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 01/28/2025, which are subject to change prior to certification

Land	\$232,000
AG Benefit	\$0
Extra Features	\$1,200
Buildings	\$57,100
Appraised(just)	\$290,300
Assessed(estimated)	\$282,920
Exemption(estimated)	\$282,920
Taxable(estimated)	\$0

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

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/04/2023

Land	\$185,600
AG Benefit	\$0
Extra Features	\$1,200
Buildings	\$57,100
Appraised(just)	\$243,900
Assessed*	\$243,900
Exemption	\$243,900
Taxable	\$0

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	3858-1995	\$0	2009-07-02	QC
1	3858-1996	\$965,000	2009-07-02	WD
2	3858-2000	\$0	2009-07-02	QC
3	3686-2331	\$0	2008-05-05	OR
4		\$0	2008-03-22	DC
5	0932-0565	\$0	1989-08-04	QC

Land Information - Total Acreage: 6.63

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	6.63	0.00	AC	\$232,100

Extra Features

Extra Feature	Units	Year Built	Feature Value
PREFABRICATED SHED AVERAGE	100	1989	\$300
PREFABRICATED SHED AVERAGE	120	1988	\$360
CARPORT UNFINISHED FAIR	192	1982	\$326
PREFABRICATED SHED AVERAGE	80	1992	\$240

Building Information**Building 1**

Description	MOBILE HOME	Bedrooms	3
Year Built	1990	Bathrooms	2
Value	\$57,100	Fixtures	
Actual Area	924	Roof Cover	1 CORRUGATED METAL
Heated Area	924	Exterior Wall	(1.00) 5 SIDING AVERAGE

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1990	924
METAL PORCH FINISHED	MPF	1990	160
CABANA UNFINISHED	CAU	2000	240

Legal Description

Legal Description	N1/2 OF: BEG AT SW COR OF NE 1/4 OF SW 1/4, N 672 FT, E TO SHINGLE CREEK, S ALONG SHINGLE CREEK TO S/L OF SAID QUARTER, W TO POB
--------------------------	--

Building 1 Property Photo



18-25-29-0000-0180-0000 11/01/2007

ITEM 4.B

Public Hearing — Final Reading - Proposed Ordinance #25-19 — Amending the Zoning Map designation from Open Space (OS) to Planned Unit Development (PUD): 2001 Yates Rd. Rezoning - PUD-25-0014

Request

Request approval of a Zoning Map Amendment to change the Zoning Map designation from Open Space (OS) to Planned Unit Development (PUD) on approximately 13.12 acres of land on Parcel IDs: 18-25-29-0000-0180-0000 and 18-25-29-0000-0185-0000.

Explanation

Currently, these parcels are owned by Osceola County and are vacant, except for a portion of the Shingle Creek Regional Park Trail on the eastern side which will not be impacted by the proposed development. This proposed Planned Unit Development (PUD) is being applied for alongside a Future Land Use Map Amendment (LUPA-25-0003). Osceola County wants to establish vital services for the community including an emergency resource center and senior housing. This community-oriented development will consist of approximately 2.5 acres of senior housing and a 10,000 square-foot center that will focus on a range of essential services such as medical and dental care, clothing distribution and hotel voucher assistance. The proposed PUD establishes development and design standards, as well as phasing for the project.

This Zoning Map Amendment will provide consistency and compatibility with the parcel's proposed Institutional (INST) Future Land Use designations. The intent of the Institutional Future Land Use is to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. The purpose of the PUD Zoning is intended to serve the public interest and encourage land use and housing diversity, efficiency and open spaces. PUD's conserve the natural amenities of the land by encouraging the preservation of scenic and functional open space while providing maximum opportunity for innovative site planning concepts to create pleasing living environments. (Land Development Code Section 14-4-8(A)).

FINDINGS AND REASONS

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.1, Institutional (INST), which is intended to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. The Land Development Code shall implement specific development considerations for this future land use designation. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.
2. Compliance with Land Development Code Section 14-3-28, Zoning Map Amendment to planned unit development, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Land Development Code Section 14-4-8(A), Planned Unit Development (PUD) Zoning District which is intended to serve the public interest and encouraging land use and housing diversity, efficiency, open spaces and site planning. They allow for diversification

of uses (where mixed-use is allowed), housing types and open spaces when not in conflict with abutting properties. They reduce facility improvement and maintenance costs through a more efficient use of land and a smaller network of utilities and streets than is possible through application of conventional site design controls. Also, PUD's conserve the natural amenities of the land by encouraging the preservation of scenic and functional open space while providing maximum opportunity for innovative site planning concepts to create pleasing living environments.

4. Compliance with Comprehensive Plan Policy 1.2.6 in maintaining land resources for institutional facilities and services. The sites shall also fulfill the unique site requirements included in respective functional plans and shall be respective to the needs identified in related demographic and supportive needs analysis.
5. Compliance with Comprehensive Plan Policy 6.1.2.3 in maintaining the Shingle Creek Regional Multiuse trail.

Recommendation

Approve the Final Reading of Proposed Ordinance #25-19 with Conditions.

The Development Review Committee (DRC) recommended approval on September 26, 2025 with conditions.

The Planning Advisory Board recommended denial by a vote of 4-0 on November 5, 2025

CONDITIONS:

1. Approval of the proposed PUD is dependent on the approval of the Future Land Use Map Amendment, LUPA-25-0003.
2. A separate Site Plan submittal will be required to be submitted for review consistent with the standards set forth in this Planned Unit Development (PUD).
3. A Final Plat to combine the parcels into one parcel is strongly advised so as to ensure that shared infrastructure in the future be under the same ownership.
4. Any change to the Conceptual Plan is subject to the amendment standards in LDC Section 14-3-28.G.

REQUESTED CITY COMMISSION ACTION:

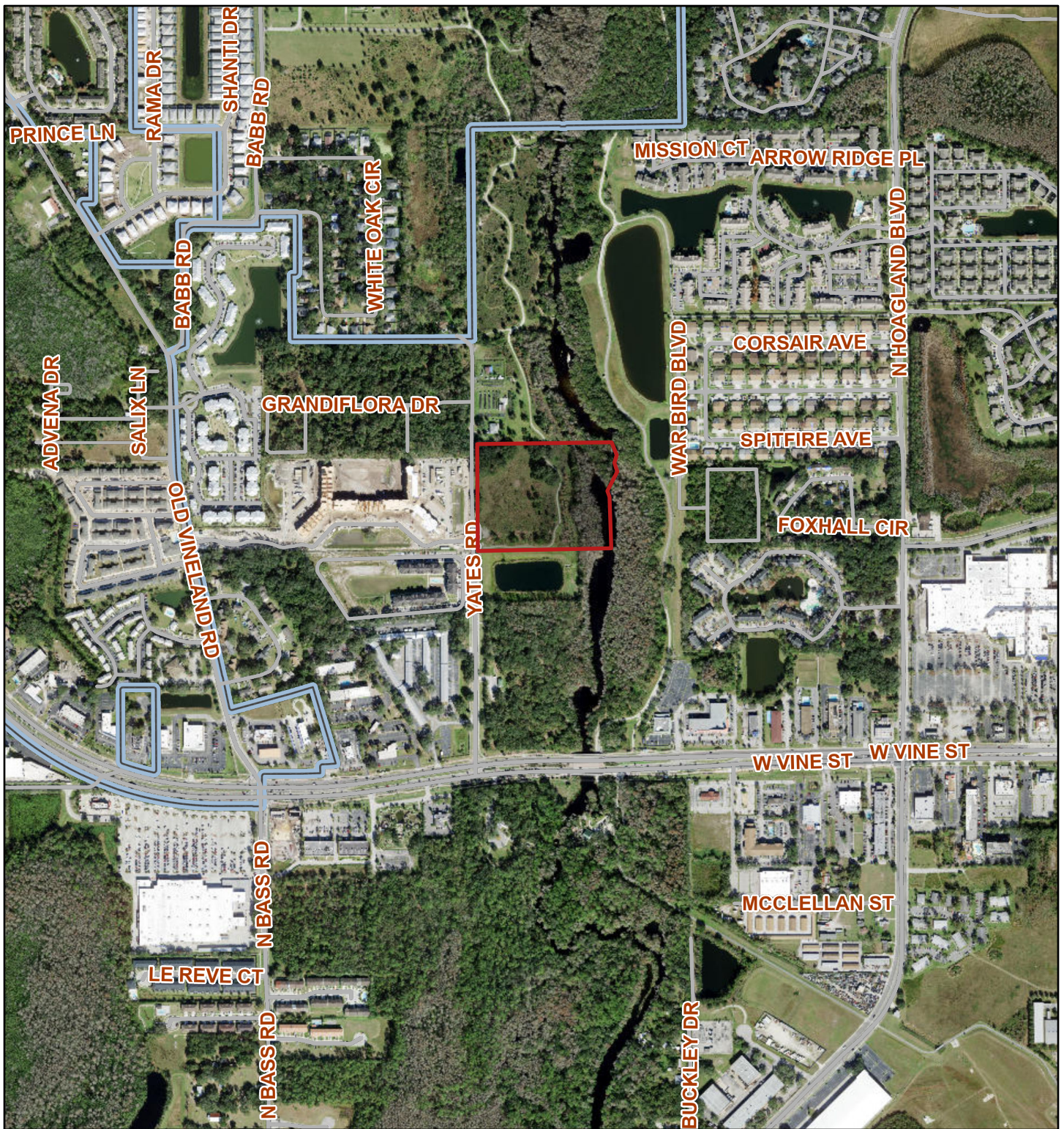
Approve w/Conditions

Department: Development Services

Presenter: Ryan Altizer

Attachment(s):

1. PUD-25-0014 Aerial Map
2. PUD-25-0014 Vicinity Map
3. PUD-25-0014 Site Data Table
4. (S) PUD-25-0014 2001 Yates Rd Proposed Ord 25-19
5. PUD-25-0014 CC Ad
6. PUD-25-0014 DRC Comments
7. PUD-25-0014 Supporting Documents

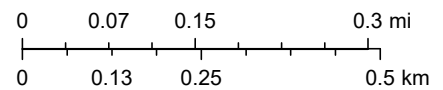


October 14, 2025

1:11,987

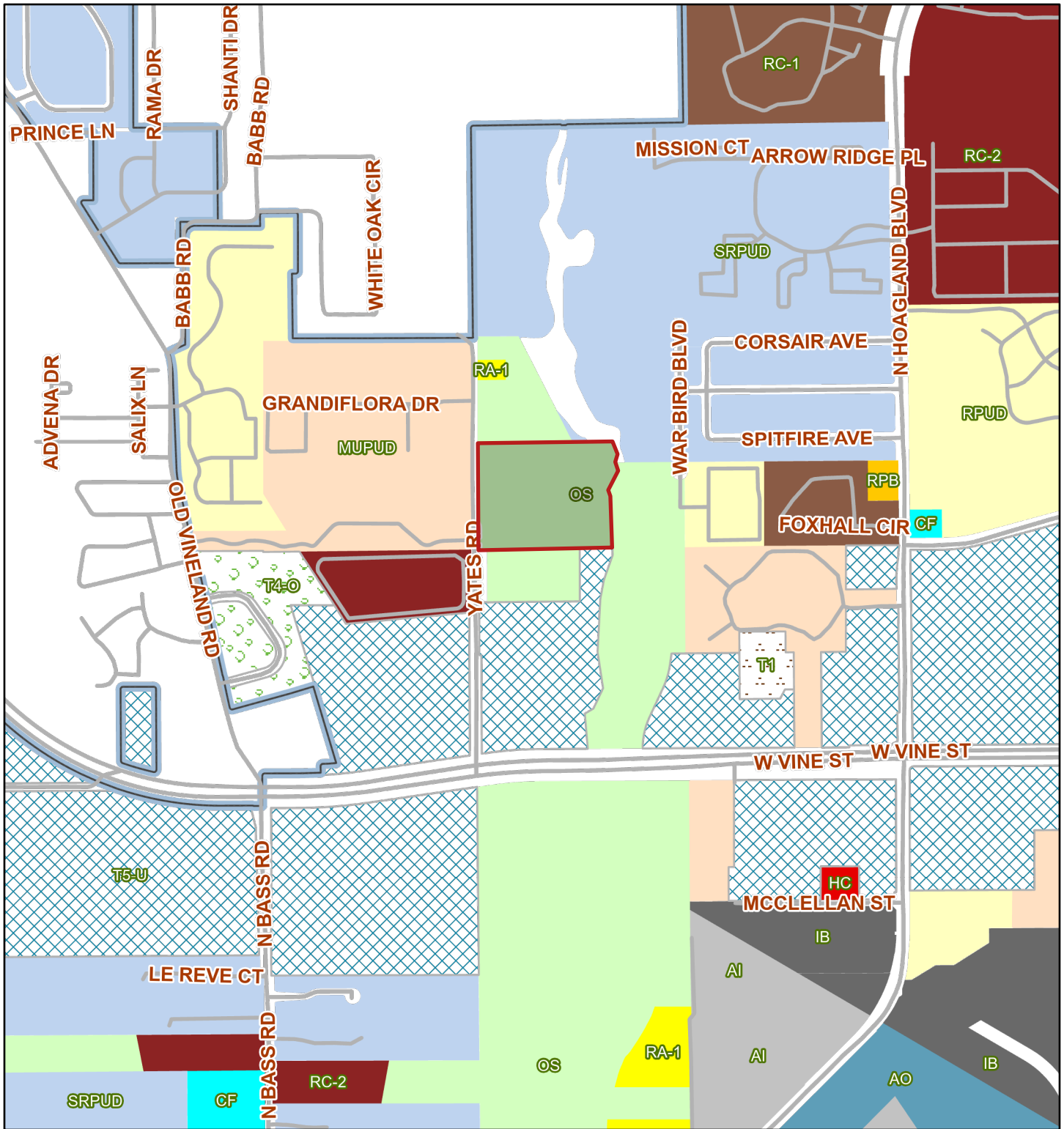
-  Parcels
-  Road Centerlines
- City Limits
-  CITY
-  COUNTY
- World Imagery

- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 2.4m Resolution Metadata



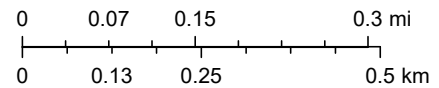
State of Florida, Maxar

2001 Yates Road Rezoning - Planned Unit Development Parcel IDs: 18-25-29-0000-0180-0000 and 18-25-29-0000-0185-0000



October 14, 2025

1:11,987



2001 Yates Rd. Zoning Map Amendment, PUD-25-0014
Parcel ID #18-25-29-0000-0180-0000 and 18-25-29-0000-0185-0000; 2001 Yates Rd.
Site Data Tables

Site Data	
Size	+/- 13.12 acres
Future Land Use Designation	Recreational (REC)
Proposed Future Land Use Designation	Institutional (INST)
Zoning District Designation	Open Space (OS)
Proposed Zoning District Designation	Planned Unit Development (PUD)
Existing Overlay District	Conservation Overlay
Existing Use(s)	Vacant
Proposed Use(s)	Senior Housing and Emergency Resource Center
Adjacent Land Use	
North	Recreational (REC)
South	Recreational (REC)
East	Recreational (REC)
West	Multifamily Medium Density Residential (MF-MDR)
Adjacent Zoning	
North	Open Space (OS)
South	Open Space (OS) and Mixed-Use Urban Core (T5-U)
East	Open Space (OS)
West	Shingle Creek Landings Mixed-Use Planned Unit Development (MUPUD)
Zoning History	N/A
Past/Current Project Tracking	N/A

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

Zoning District Standards District Summary

Land Development Code Section 14-4-8(A), PUD, Planned Unit Development. The Purpose of PUDs is recognized as serving the public interest and encouraged due to land use and housing diversity, efficiency, open spaces and site planning. They allow for diversification of uses (where mixed-use is allowed), housing types and open spaces when not in conflict with abutting properties. They reduce facility improvement and maintenance costs through a more efficient use of land and a smaller network of utilities and streets than is possible through application of conventional site design controls. Also, PUD's conserve the natural amenities of the land by encouraging the preservation of scenic and functional open space while providing maximum opportunity for innovative site planning concepts to create pleasing living environments.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	Recreational (REC)	Institutional (INST)
	Open Space (OS)	Planned Unit Development (PUD)
	Vacant	Senior Housing and Emergency Resource Center

Public Facilities Analysis

Transportation	
Adjacent street	N/A
Street Quality of Service (QOS)	N/A – Compliance
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood	N/A- Compliance

storage LOS standards met?	
----------------------------	--

PROPOSED ORDINANCE NO. 25-19
ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 3110
KNOWN AS THE CITY OF KISSIMMEE LAND
DEVELOPMENT CODE, REZONING THE PROPERTY
HEREINAFTER DESCRIBED, REPEALING ALL
ORDINANCES IN CONFLICT HERewith AND PROVIDING
AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

WHEREAS, the subject proposal incorporates two (2) parcels generally located at or near, 2001 Yates Road within the City of Kissimmee, Florida, containing approximately 13.12 acres of land; and

WHEREAS, the subject properties, are presently designated as (OS) Open Space with a Future Land Use of (REC) Recreation; and

WHEREAS, the proposed zoning map amendment (rezoning) is in compliance with Comprehensive Plan Future Land Use Policy 1.2.6.1; and

WHEREAS, the proposed rezoning is consistent with the City's Comprehensive Land Development Plan, and is generally consistent with the purpose and intent of the Land Development Code; and

WHEREAS, the proposed rezoning amendment is compatible with adjacent zoning districts and promotes the public health, safety and welfare as required by the City Code 14-3-27.C; and

WHEREAS, the Planning Advisory Board, sitting as the Local Planning Agency as required by Fla. Stat. § 163.3147, reviewed the application at its November 5, 2025, after proper notice and hearing.

THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. Ordinance No. 3110, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described properties to-wit:

FROM: OS (Open Space) – City

TO: PUD (Planned Unit Development) – City

The subject property is located at 2001 Yates Road Parcel IDs: 18-25-29-0000-0180-0000 and 18-25-29-0000-0185-0000

Legal Description:

N1/2 OF: BEG AT SW COR OF NE 1/4 OF SW 1/4, N 672 FT, E TO SHINGLE CREEK, S ALONG SHINGLE CREEK TO S/L OF SAID QUARTER, W TO POB

And

S1/2 OF: BEG AT SW COR OF NE 1/4 OF SW 1/4, N 672 FT, E TO SHINGLE CREEK, S ALONG SHINGLE CREEK TO S/L OF SAID QUARTER, W TO POB

A map of the area is included with this ordinance.

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

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3109 as heretofore amended shall remain in full force and effect.

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

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

Mayor - Commissioner

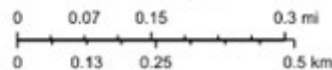
ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

1:11.987



- Page 99 of 574



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

ADDRESS: 2001 Yates Road

DATE: 8/16/2025

PERMIT NUMBER: PUD-25-0014

PROJECT NAME: Yates Road Senior Housing and Service Center

REVIEW VERSION NUMBER: V.1

**Review Status:
REVISE & RESUBMIT.**

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. Please include a current Survey of the properties proposed in this Mixed-Use Planned Unit Development (MUPUD) to reflect what currently is existing at these sites per LDC 14-3-28.B.2
2. A Final Plat to combine the parcels into one parcel is suggested so as to ensure that shared infrastructure in the future be under the same ownership.
3. Due to the Institutional Future Land Use not having a density requirement, and only a FAR, please review the Density Bonuses allowed for Planned Unit Developments and try to incorporate as many of the five criteria from Land Development Code Section (LDC) 14-4-8.3.
4. It is suggested to add a reference to the senior housing or multi-family housing in the list of allowed uses for the proposed development
5. Please provide a minimum living area for the units associated with the senior living component of the proposed development and ensure that it aligns with LDC Section 14-4-6.A.
6. The floor area is shown as TBD. Note that the FAR in the proposed Future Land Use is 2.0.
7. Please identify building separation standards.
8. Please include the architectural design standards that will accompany this MUPUD per LDC Section 14-3-28.B.1.h.
9. Please state whether the MUPUD will have its own Landscaping Standards or if it will fall back on the LDC.
10. Please be aware of the open space and recreational standards for MUPUDs. Per LDC 14-4-8.D.4.g: "Common open space provided shall at least equal to the amount of pervious area required above or ten percent of the gross area of the development, whichever is less, when the future land use designation assigned by the comprehensive plan is a non-residential designation or when the future land use designation is mixed-use and the primary use is non-residential."

11. Please indicate if there will be phasing with the development of this PUD. If so, please include a statement explaining the desired phasing per LDC 14-3-28.B.1.f.
12. Please be advised that within the phasing of this project, the residential portion will need to take precedent over the non-residential uses per LDC Section 14-4-8.5: "Procedures and requirements for rezoning to MUPUD. See section 14-3-28 except that any phasing plan involving a residential component shall ensure that the proportion of the residential units constructed shall always equal or exceed the proportion of non-residential building square footage constructed if the area with the residential component has been assigned a residential land use classification on the future land use map of the comprehensive plan."
13. Be advised that a Site Plan will need to be submitted for review in conjunction with the standards set forth in this MUPUD.
14. Be advised that any change to the Conceptual Plan will require another review per LDC Section 14-3-28.A
15. Based upon the responses to comments, more comments may be forthcoming.

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

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

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

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

DATE: 8/13/2025

PROJECT: Yates Road Senior Housing and Service Center

DRC NUMBER: PUD-25-0014

REVIEW NUMBER: 1 (v1)

Review Status:
APPROVED WITH CONDITIONS

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

SITE SPECIFIC:

- Internal roadway geometry, pavement design, and turning radii must meet City standards at the site plan stage. (LDC Ch. 14-7, 14-10)
- 2. Access point locations will be addressed in more detail during site plan review; however, they must align with those across the road as required by the LDC for intersection spacing and alignment. (LDC Ch. 14-7)
- 3. A slight right-of-way dedication may be required; the exact need and extent will be determined during site plan review. (LDC Ch. 14-7, 14-10)
- 4. ADA-compliant pedestrian routes shall be provided from the public right-of-way to all principal entrances. (LDC Ch. 14-7, 14-10)
- 5. Trail connection to the Shingle Creek Trail shall be coordinated with the City Parks and Recreation Department. (LDC Ch. 14-7, 14-8, 14-10)
- 6. Shared stormwater facilities must comply with City and SFWMD criteria for water quality and attenuation. (LDC Ch. 14-9, 14-10)
- 7. Wetland buffer and hydrologic connections to adjacent areas must be maintained. (LDC Ch. 14-9)
- 8. Water, wastewater, reclaimed water (if available), electric, and telecom connections shall be coordinated with providers. (LDC Ch. 14-10)
- 9. Portions of the site within FEMA Flood Zone AE require compliance with floodplain construction and compensatory storage requirements. (LDC Ch. 14-9)
- 10. Wetland protection measures must be implemented during and after construction. (LDC Ch. 14-9)
- 11. Erosion and sediment control measures must be in place prior to land disturbance and maintained throughout construction. (LDC Ch. 14-9, 14-10)
- 12. Any disturbance to the existing Shingle Creek Trail must be restored to City specifications. (LDC Ch. 14-7, 14-8)
- 13. Maintenance responsibilities for stormwater facilities, landscaping, and lighting shall be clearly defined in recorded agreements before final CO issuance. (LDC Ch. 14-8, 14-10)
- 14. Additional comments will be provided with site plan application.

GENERAL:

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to upload any revisions to plans and/or response to comments.
- If you have any questions regarding the comments/conditions above, please use the contact information provided above.

###



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

ADDRESS: 2001 Yates Road, Kissimmee FL 34746
PLAN (DRC) NUMBER: PUD-25-0014

DATE: 8/13/2025

**Review Status:
APPROVED WITH CONDITIONS.**

TOHO WATER AUTHORITY – Heather Farrow - 407.944.5097 - hfarrow@tohowater.com

Comments/Conditions (if applicable):

- Additional comments at construction review.
- Impact fees may be due.
- If there shall be a tie-in to Toho's infrastructure, please indicate where.
- Please show utilities on the proposed site plan.
- Toho Water Authority utilizes development workflows to assist clients through the development journey. Please visit www.tohowater/development for process tools and resources.
- Toho Water Authority has its own Development Review Portal. Please utilize the link provided to submit your review. <https://tohowaterauthfl-energovweb.tylerhost.net/apps/selfservice#/home>
- The Development Portal includes a tutorial that will take you step by step through the application and submittal process. If you have any questions on how to submit your application, register or any other questions related to the portal, please contact Latoya Hanson at lhanson@tohowater.com or 407-483-3869.
- A Developer's Service Agreement (DSA), as well as the Human Trafficking Affidavit (HTA), section 787.06(13) of the Florida statute must be fully executed prior to plan approval. The DSA and HTA will be sent separately by your assigned Development Project Manager once they are ready for execution. Please take this time to review the [DSA/HTA template](#) and [commonly missed DSA items](#). The Agreement must be signed by the landowner. If the current owner is an entity, it must be licensed in the State of Florida and the signee must provide proof of signing authority.
- Commercial and Residential construction/projects are required to comply with the Toho Efficiency Program, also known as TEP. TEP focuses on landscape design, irrigation systems, appliances, and indoor fixtures. Please call Toho Water Conservation Coordinator at 407-944-5121, you can also email Rodney Tilley, Environmental Supervisor Water Conservation at rtilley@tohowater.com, to obtain approval and compliance with the Toho Environmental Program (TEP).

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

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

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



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

Parcel: 18-25-29-0000-0185-0000

Owner Information

Owner Name OSCEOLA COUNTY

Mailing Address ATTN: REAL ESTATE MANAGEMENT DEPT
1 COURTHOUSE SQ STE 3100
KISSIMMEE, FL 34741

Physical Address YATES RD, KISSIMMEE FL 34746

Description COUNTY-VAC

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 01/28/2025, which are subject to change prior to certification

Land	\$227,200
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$227,200
Assessed(estimated)	\$214,170
Exemption(estimated)	\$214,170
Taxable(estimated)	\$0

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

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/04/2023

Land	\$181,700
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$181,700
Assessed*	\$181,700
Exemption	\$181,700
Taxable	\$0

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

Sales Information

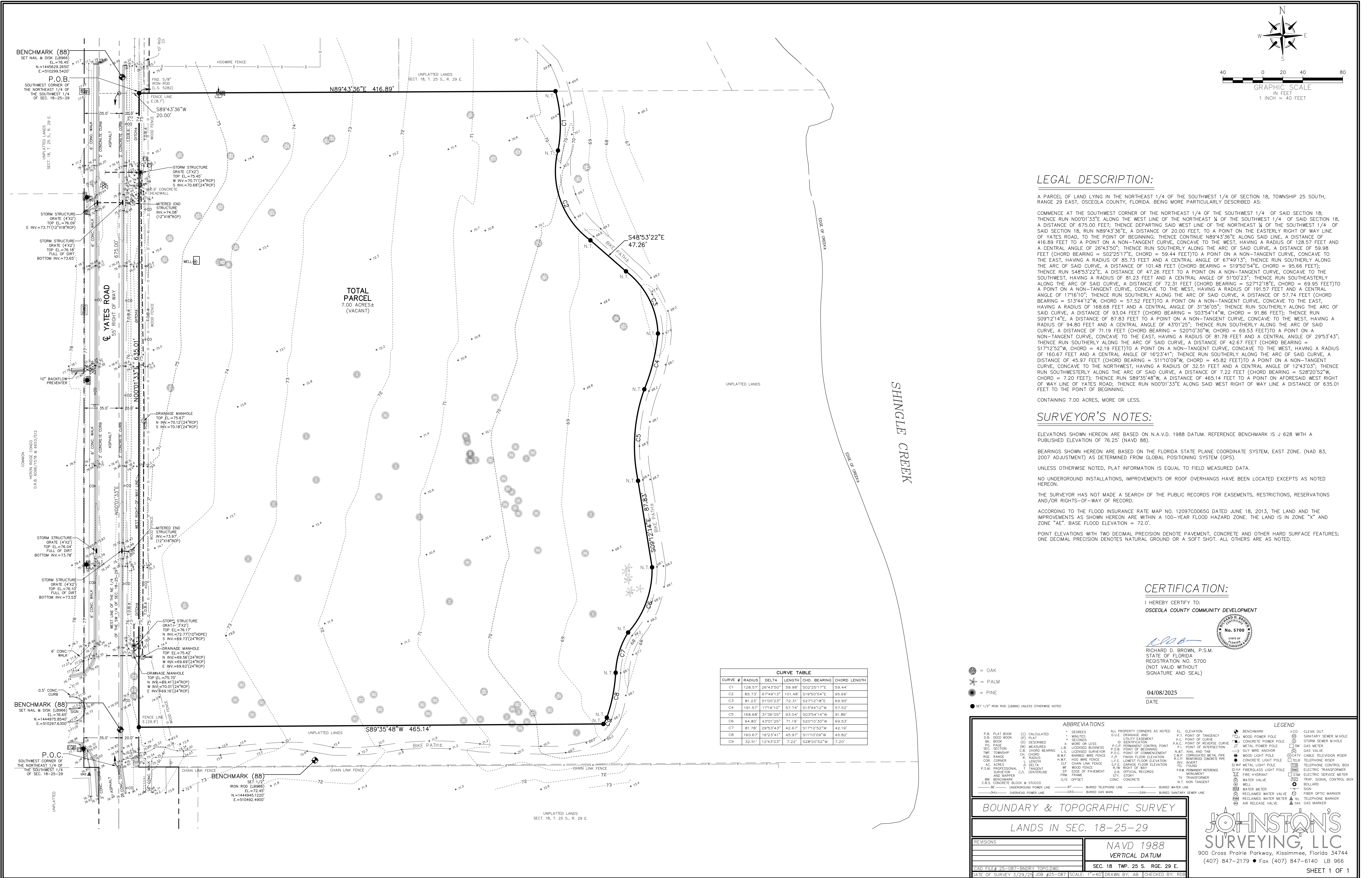
Seq	ORB-Pg	Price	Date	Deed Type
0	3425-0497	\$1,000	2006-12-20	WD
1	3425-0495	\$1,100,000	2006-12-18	WD
2	3425-0494	\$100	2006-12-01	QC
3	0932-0564	\$0	1989-08-04	QC

Land Information - Total Acreage: 6.49

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	6.49	0.00	AC	\$227,200

Legal Description

Legal Description S1/2 OF: BEG AT SW COR OF NE 1/4 OF SW 1/4, N 672 FT, E TO SHINGLE CREEK, S ALONG SHINGLE CREEK TO S/L OF SAID QUARTER, W TO POB



**Osceola Emergency Resource Center (OERC)
Project #LUPA-25-0003
Project Narrative**

Table of Contents

1.0 SITE DATA	2
1.1 General Description.....	2
2.0 PERMITTED USES AND DEVELOPMENT PROGRAM.....	3
2.1 Permitted Uses.....	3
2.2 Development Program	3
3.0 PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT	3
4.0 PROPOSED REZONING	4
5.0 DEVELOPMENT AND DESIGN STANDARDS	5
5.1 Building Setbacks	5
5.2 Open Space and Recreation.....	5
5.3 Transportation and Vehicular Access	5
5.4 Parking.....	5
6.0 PUBLIC FACILITIES ANALYSIS.....	67
6.1 Potable Water and Wastewater	67
6.2 Solid Waste	67
7.0 COMPREHENSIVE PLAN CONSISTENCY.....	78

1.0 SITE DATA

1.1 General Description

The +/- 13.12-acre subject property ("Property") consists of a portion of Osceola County Parcel ID numbers 18-25-29-0000-0181-0000 and 18-25-29-0000-0185-0000, located along Yates Road, north of West Vine Street, within the City of Kissimmee. The Property lies within a transitional area that supports a mixture of institutional and residential uses and is currently characterized by a combination of uplands, wetlands, and surface waters.

The Property is owned by Osceola County, which is proposing the development of an emergency resource center with senior housing. The development program includes up to 100 age-restricted residential units within approximately +/- 2.5 acres of the developable area, and a 10,000-square-foot service center within +/- 1.1 acres that will provide a range of essential services including medical and dental care, clothing distribution, and hotel voucher assistance, among others.

Of the total 13.12 +/- gross acres, 7.00 +/- acres are identified as uplands and comprise the area subject to the proposed land use and zoning actions. The Property currently holds a Future Land Use designation of "Recreation" and is zoned "Open Space." The applicant is requesting a Future Land Use Map Amendment to the "Institutional (INST)" designation, as well as a rezoning to "Residential Planned Unit Development (RPUD)" to allow for the proposed senior-focused mixed-use development.

This project represents an opportunity to provide vital services and housing to Osceola County's senior population while activating an underutilized site through a context-sensitive, community-oriented development.

Table 1.1 Subject Parcels

PID	Gross Acreage	Wetlands	Net Acreage ¹
18-25-29-0000-0181-0000	6.63	2.47	4.16
18-25-29-0000-0185-0000	6.49	2.35	4.14

¹ Only 7.00 of the net acreage are being proposed to be rezoned.

2.0 PERMITTED USES AND DEVELOPMENT PROGRAM

2.1 Permitted Uses

- governmental administration buildings
- educational institutions
- hospital facilities and supportive health care units
- arts and cultural or civic facilities
- essential public services and facilities (excluding major utilities)
- other similar activities
- places of worship
- cultural or civic centers
- other similar public or private not-for-profit uses

2.2 Development Program

The proposed Institutional project consists of two building pods identified on the Concept Plan as Pod A and Pod B. The project is proposed to be completed in two (2) phases, with Pod A likely being constructed in the first phase and Pod B to be constructed in a second phase. The building use breakdown is as follows:

Table 2.1 Building Development Program

Building	Building Description	Residential Development Program	Institutional Development Program
A	Service Center with medical & dental care, clothing distribution, other services	-	10,000 square feet
B	Age restricted senior housing units	100 units	-

Commented [INS1]: Why are we referencing Building A and Building B? Our PD doesn't show building locations. This needs to reference pods or districts instead.

The layout & number of bedrooms per unit are to be determined at a later phase and will comply with the Land Development Code regulations. The Service Center will have no units and provide no overnight stays for patrons.

3.0 PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT

The proposed project is intended to create an emergency resource service center for seniors and people seeking supportive services. A FLUM amendment to Institutional is proposed for the subject properties. The Institutional Future Land Use Category is intended to accommodate public and semi-public services

including hospital facilities and supportive health care units and essential public services and facilities. Per City of Kissimmee's Comprehensive Plan Policy 1.2.2.1: Non-Residential Intensity, the Floor Area Ratio (FAR) permitted for Institutional is 2.0.

The proposed FLU of Institutional would allow for a Future Land Use category that is complementary to existing uses within the vicinity of the subject site, including a 62+ senior community to the west with MUPUD designation across Yates Road, an apartment community designated RPUD only 0.3 miles west across Yates Road, and a newly approved multi-family residential development just 0.1 miles east across Shingle Creek.

As listed in **Table 1.1**, the subject parcels include 4.82 acres of wetlands. The City has placed a Conservation Overlay over a portion of the property, totaling 9.8 acres. Per the maximum allowable density and intensity stated within the City of Kissimmee's Comprehensive Plan, the existing Future Land Use designation of Recreation would allow a maximum of 60,984 square feet of commercial uses, and no residential development, as shown by **Table 3.1** below.

Table 3.1 Allowable Development Program Under Existing FLUM

FLUM	Acreage	Res. Density	Comm. FAR	Max. Res. DUs	Max Comm. SF.
Recreation	7.00	-	0.2	-	60,984

4.0 PROPOSED REZONING

The Land Development Code Sec. 14-4-8. stipulates that PUD's are encouraged to allow for diversification of uses and housing types, enhanced efficiency and the opportunity for innovation in site planning, and conservation of natural amenities. The proposed rezoning to Planned Unit Development would allow the applicant to achieve these goals and uphold the goals, objectives, and policies of the City's Comprehensive Plan as further described in the Comprehensive Plan Consistency section. Additionally, the proposed project puts forth a development that brings an overall benefit to the community by providing affordable senior housing and essential services to the community.

As shown in **Table 4.1**, the maximum development yield under the proposed FLUM designations will accommodate the requested development program proposed in the PUD.

Table 4.1 Yield Under Existing FLUM Designations as compared to Proposed Development Program

	Existing FLUM	Proposed Program	Net Increase/Decrease
Residential (DUs)	0 DUs	100 DUs	+ 100 DUs
Non-Residential (SF)	60,984 sq. ft.	10,000 sq. ft.	- 50,984 sq. ft.

5.0 DEVELOPMENT AND DESIGN STANDARDS

5.1 Building Setbacks

The proposed building setback along Yates Road shall be a minimum of 10 feet. This frontage area may incorporate civic or functional elements, such as pedestrian walkways, benches, and landscape features, to enhance the arrival experience and complement the senior-focused use of the site. A 10-foot setback is proposed along the side property lines, with a 25-foot building setback provided at the rear property boundary. These setbacks are intended to ensure compatibility with adjacent uses and preserve opportunities for landscaping, stormwater conveyance, or screening as needed.

A 10-foot perimeter buffer will be provided around the boundary of the Residential Planned Unit Development (RPUD) to create a visual and physical transition between the project and surrounding land uses.

A 50-foot minimum buffer shall be maintained adjacent to existing wetlands located within the Property. Opportunities for passive recreation or open space integration may be evaluated in accordance with local environmental regulations.

5.2 Open Space and Recreation

A minimum of 20% of the gross acreage shall be designated as open space. This includes both passive and active open space components, which may consist of walking paths, seating areas, and other outdoor amenities intended to serve the senior resident population and enhance community wellness. The existing trail will remain preserved and be calculated towards the recreational requirements.

5.3 Transportation and Vehicular Access

There will be two main vehicular access points to the site, both from Yates Road. The exact location of the access points will be determined at a later phase.

5.4 Parking

The minimum parking requirement for the age-restricted residential component is 1.0 spaces per 1 bedroom unit. Parking areas will be designed to meet ADA accessibility standards and to accommodate the unique mobility needs of senior residents and service center visitors. An additional ten (10) parking spaces will be designated for staff. The minimum parking requirement for the institutional component is 1 space per 200 square feet.

A parking variance of up to 30% reduction from the required total may be requested in the future, subject to further parking analysis and justification based on anticipated occupancy, service center operations, and multimodal access.

6.0 PUBLIC FACILITIES ANALYSIS

The proposed development program represents an increase in residential dwelling units and a decrease in non-residential square footage.

6.1 Potable Water and Wastewater

The project will be served by the Tohopekalliga Water Authority for water and wastewater. Per policy 8.1.4.1 of the City's Comprehensive Plan, the residential LOS standard for water and wastewater is 96 gallons per day per capita. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on the data, the development program of 100 units would generate a population of 301 people. For Institutional: outpatient and administrative services, the LOS standard is 0.2 gallon per gross square foot of floor area. Based on the requirements found in Policy 8.1.4.1, the project will generate the following demands for water and wastewater service:

Table 6.1 Water and Wastewater Service Demands

Use	Units	Persons per HH	Water and Wastewater LOS (gpd)	Water and Wastewater Demand (gpd)
Residential	100 DU	3.01	96	28,896
Institutional	10,000 sq.ft.	N/A	0.2	2,000
Total				30,896

Per the Data, Inventory, and Analysis within the Public Facilities Element of the Comprehensive Plan (2018), the Toho I (Kissimmee System) has an average of 27 MGD daily water flows and a maximum of 35 MGD daily water flow. The system is permitted for 54.4 MGD, which indicates that the system's average daily flow is 50.4% committed and the system's maximum flow is 63.6% committed. It appears that the system has the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

In terms of wastewater, the City is served by four domestic water reclamation facilities with a total design capacity of 25.5 MGD. The current daily flow is estimated at 17.2 MGD, resulting in an 8.5 MGD surplus capacity. It is anticipated that the existing wastewater system will have the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

6.2 Solid Waste

Per Policy 8.1.4.1., the LOS standard for solid waste is 5.1 pounds per person per day. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on this data, the development program of 100 units would generate a population of 301 people. As such, a solid waste capacity of 1,535.1 pounds per day will be required to maintain the City's LOS standards.

7.0 COMPREHENSIVE PLAN CONSISTENCY

In addition to the consistency with densities and intensities found in the City's Comprehensive Plan, the project is consistent with the City of Kissimmee's Comprehensive Plan, as evidenced by the following policies:

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

The attached public facilities analysis shows the proposed amount of water and wastewater needed to maintain the Level of Service. Capacity appears to be available to serve the development at the proposed densities and intensities.

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

The proposed site plan proposes minimal impact to Shingle Creek, protecting the creek and its littoral zone, and will serve as a natural amenity with the preservation of the existing trail along the shoreline.

POLICY 6.1.2.3: JOINT CITY - COUNTY SHINGLE CREEK CORRIDOR CONSERVATION AND RECREATION PROJECT.

The City shall continue to leverage funding and expand partnerships to enhance and maintain the Shingle Creek Regional Multiuse Trail and the Shingle Creek Regional Park which connect City and unincorporated County lands adjacent to environmentally fragile and scenic segments of Shingle Creek.

The Osceola Emergency Resource Center (OERC) project site plan provides on-site recreational opportunities for senior residents and visitors utilizing the provided facilities and support services by preserving the accessible walking trail that connects to the Joint City-County Shingle Creek Regional Trail.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

The Osceola Emergency Resource Center (OERC) project is uniquely located in an area that provides compatibility with adjacent land uses and allows the City to take responsive action towards the needs identified in related demographic and supportive needs.

Sincerely,



George Kramer, AICP
Principal, Inspire Placemaking Collective

May 6, 2025

Ryan Altizer
101 Church Street, Suite 110
Kissimmee, FL 34741

Dear Ryan,

The Osceola County Yates Road Senior Housing and Service Center project is a proposed mixed-use development intended to permit 100 age-restricted senior housing units and a service center that will provide medical & dental services, clothing, hotel vouchers, amongst other services. The proposed project is located along Yates Road, north of West Vine Street, on two parcels (PIDs 18-25-29-0000-0181-0000 and 18-25-29-0000-0185-0000) within the City of Kissimmee that total approximately 13.12 gross acres in size, inclusive of wetlands and surface waters, and 7.00 net acres exclusive of the wetland area. The subject parcels have a Future Land Use designation of "Recreation", and a zoning designation of "Open Space". The applicant respectfully requests a Land Use Plan Map Amendment to the "Multiple Family Medium Density Residential (MF-MDR)" designation, as well as a rezoning to "Residential Planned Unit Development (RPUD)".

Table 1.1 Subject Parcels

PID	Gross Acreage	Wetlands	Net Acreage ¹	Ownership	Existing FLUM	Existing Zoning
18-25-29-0000-0181-0000	6.63	2.47	4.16	Osceola County	Recreation	Open Space
18-25-29-0000-0185-0000	6.49	2.35	4.14	Osceola County	Recreation	Open Space

¹ Only 7.00 of the net acreage are being proposed to be rezoned.

As indicated in **Table 1.1**, the subject parcels include a considerable amount of wetlands. The City has placed a Conservation Overlay over a portion of the property, totaling 9.8 acres. Per the maximum allowable density and intensity stated within the City of Kissimmee's Comprehensive Plan, the existing Future Land Use designation of Recreation would allow a maximum of 114,301.44 commercial square footage, and no residential development, as shown by **Table 1.2** below.

Table 1.2 Allowable Development Program Under Existing FLUM

FLUM	Acreage	Res. Density	Comm. FAR	Max. Res. DUs	Max Comm. SF.
Recreation	13.12	-	0.2	-	114, 301.44

PROPOSED FLUM AMENDMENT

The proposed project is intended to create a public service center for seniors and people seeking supportive services. In order to accomplish this vision, a FLUM amendment is proposed for the subject properties. Per the City of Kissimmee's Comprehensive Plan Policy 1.2.1.1: Density Defined; the residential density shall be within 10-20 gross units per gross acre for the MF-MDR FLUM designation. The data found in **Table 1.3** represents the maximum development that could be considered under the requested FLUM Amendment and would accommodate the proposed 100 dwelling units, and 10,000 square foot service center as proposed in the requested RPUD zoning.

The proposed FLUC of MF-MDR would allow for a continuation of similar Future Land Use categories that already exist within the vicinity of the subject site, including a 62+ senior community to the west with MUPUD designation across Yates Road, an apartment community designated RPUD only 0.3 miles west across Yates Road, and a newly approved multi-family residential development just 0.1 miles east across Shingle Creek.

The proposed development is located along a collector, Yates Road, which connects to Arterial road, W Vine St, just 0.5 miles south of the subject site. A Land Use Plan Map amendment to MF-MDR furthers the City's goal to preserve the established residential character of the area, while proposing a density that is lower than the maximum allowed to maximize the preservation of open space and conservation area abutting Shingle Creek.

Table 1.3 Allowable Development Program Under Proposed FLUM

Proposed FLUM	Acreage	Res. Density	Max. Res. DUs
MF-MDR	13.12	20 DU/AC	262 DUs

PROPOSED REZONING

The proposed project offers a distinct intent, character, and mix of uses, appropriate for the use of a Residential Planned Unit Development designation. The Land Development Code Sec. 14-4-8. stipulates that PUD's are encouraged to allow for diversification of uses and housing types, enhanced efficiency and the opportunity for innovation in site planning, and conservation of natural amenities. The proposed rezoning to Residential Planned Unit

Development would allow the applicant to achieve these goals and uphold the goals, objectives, and policies of the City's Comprehensive Plan as further described in the Comprehensive Plan Consistency section. Additionally, the proposed project puts forth a development that brings an overall benefit to the community by providing affordable senior housing and essential services to the community.

As shown in Table 1.3, the maximum development yield under the proposed FLUM designations will accommodate the requested development program proposed in the RPUD.

Table 1.3 Yield Under Existing FLUM Designations as Compared to Proposed Development Program

	Existing FLUM	Proposed Program	Net Increase/Decrease
Residential (DUs)	0	100 DUs	+ 100 DUs
Commercial (SF)	114,301.44	10,000	- 104,301.44

PUBLIC FACILITIES ANALYSIS

The proposed development program represents an increase in residential dwelling units and a decrease in commercial square footage.

Potable Water and Wastewater

The project will be served by the Tohopekaliga Water Authority for water and wastewater. Per policy 8.1.4.1 of the City's Comprehensive Plan, the residential LOS standard for water and wastewater is 96 gallons per day per capita. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on the data, the development program of 100 units would generate a population of 301 people. For commercial, the LOS standard is 0.1 gallon per gross square foot of floor area. Based on the requirements found in Policy 8.1.4.1, the project will generate the following demands for water and wastewater service:

Table 1.4 Water and Wastewater Service Demands

Use	Units	Persons per HH	Water and Wastewater LOS (gpd)	Water and Wastewater Demand (gpd)
Residential	100 DU	3.01	96	28,896
Commercial	10,000 sq.ft.	N/A	0.1	1,000
Total				29,896

Per the Data, Inventory, and Analysis within the Public Facilities Element of the Comprehensive Plan (2018), the Toho I (Kissimmee System) has an average of 27 MGD daily water flows and a maximum of 35 MGD daily water flow. The system is permitted for 54.4 MGD, which indicates that the system's average daily flow is 50.4% committed and the systems maximum flow is 63.6% committed. It appears that the system has the capacity to accommodate the 29,896 GPD flow that would be generated from this project.

In terms of wastewater, the City is served by four domestic water reclamation facilities with a total design capacity of 25.5 MGD. The current daily flow is estimated at 17.2 MGD, resulting in an 8.5 MGD surplus capacity. It is anticipated that the existing wastewater system will have the capacity to accommodate the 29,896 GPD flow that would be generated from this project.

Solid Waste

Per Policy 8.1.4.1., the LOS standards for solid waste is 5.1 pounds per person per day. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on this data, the development program of 100 units would generate a population of 301 people. As such, a solid waste capacity of 1,535.1 pounds per day will be required to maintain the City's LOS standards.

COMPREHENSIVE PLAN CONSISTENCY

In addition to the consistency with densities and intensities found in the City's Comprehensive Plan, the project is consistent with the City of Kissimmee's Comprehensive Plan, as evidenced by the following policies:

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

The attached public facilities analysis shows the proposed amount of water and wastewater needed to maintain the Level of Service. Capacity appears to be available to serve the development at the proposed densities and intensities

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major

natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

The proposed site plan proposes minimal impact to Shingle Creek, protecting the creek and its littoral zone, and will serve as a natural amenity with the preservation of the existing trail along the shoreline.

POLICY 6.1.2.3: JOINT CITY - COUNTY SHINGLE CREEK CORRIDOR CONSERVATION AND RECREATION PROJECT.

The City shall continue to leverage funding and expand partnerships to enhance and maintain the Shingle Creek Regional Multiuse Trail and the Shingle Creek Regional Park which connect City and unincorporated County lands adjacent to environmentally fragile and scenic segments of Shingle Creek.

The Yates Road project site plan provides on-site recreational opportunities for senior residents and visitors utilizing the provided facilities and support services by preserving the accessible walking trail that connects to the Joint City-County Shingle Creek Regional Trail.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

The Yates Road project is uniquely located in an area that provides compatibility with adjacent land uses and allows the City to take responsive action towards the needs identified in related demographic and supportive needs.

Sincerely,



George Kramer, AICP
Principal
Inspire Placemaking Collective

May 6, 2025

Ryan Altizer
101 Church Street, Suite 110
Kissimmee, FL 34741

Dear Ryan,

The Osceola County Yates Road Senior Housing and Service Center project is a proposed mixed-use development intended to permit 100 age-restricted senior housing units and a service center that will provide medical & dental services, clothing, hotel vouchers, amongst other services. The proposed project is located along Yates Road, north of West Vine Street, on two parcels (PIDs 18-25-29-0000-0181-0000 and 18-25-29-0000-0185-0000) within the City of Kissimmee that total approximately 13.12 gross acres in size, inclusive of wetlands and surface waters, and 7.00 net acres exclusive of the wetland area. The subject parcels have a Future Land Use designation of “Recreation”, and a zoning designation of “Open Space”. The applicant respectfully requests a Land Use Plan Map Amendment to the “Multiple Family Medium Density Residential (MF-MDR)” designation, as well as a rezoning to “Residential Planned Unit Development (RPUD)”.

Table 1.1 Subject Parcels

PID	Gross Acreage	Wetlands	Net Acreage ¹	Ownership	Existing FLUM	Existing Zoning
18-25-29-0000-0181-0000	6.63	2.47	4.16	Osceola County	Recreation	Open Space
18-25-29-0000-0185-0000	6.49	2.35	4.14	Osceola County	Recreation	Open Space

¹ Only 7.00 of the net acreage are being proposed to be rezoned.

As indicated in **Table 1.1**, the subject parcels include a considerable amount of wetlands. The City has placed a Conservation Overlay over a portion of the property, totaling 9.8 acres. Per the maximum allowable density and intensity stated within the City of Kissimmee's Comprehensive Plan, the existing Future Land Use designation of Recreation would allow a maximum of 114,301.44 commercial square footage, and no residential development, as shown by **Table 1.2** below.

Table 1.2 Allowable Development Program Under Existing FLUM

FLUM	Acreage	Res. Density	Comm. FAR	Max. Res. DUs	Max Comm. SF.
Recreation	13.12	-	0.2	-	114, 301.44

PROPOSED FLUM AMENDMENT

The proposed project is intended to create a public service center for seniors and people seeking supportive services. In order to accomplish this vision, a FLUM amendment is proposed for the subject properties. Per the City of Kissimmee's Comprehensive Plan Policy 1.2.1.1: Density Defined; the residential density shall be within 10-20 gross units per gross acre for the MF-MDR FLUM designation. The data found in **Table 1.3** represents the maximum development that could be considered under the requested FLUM Amendment and would accommodate the proposed 100 dwelling units, and 10,000 square foot service center as proposed in the requested RPUD zoning.

The proposed FLUC of MF-MDR would allow for a continuation of similar Future Land Use categories that already exist within the vicinity of the subject site, including a 62+ senior community to the west with MUPUD designation across Yates Road, an apartment community designated RPUD only 0.3 miles west across Yates Road, and a newly approved multi-family residential development just 0.1 miles east across Shingle Creek.

The proposed development is located along a collector, Yates Road, which connects to Arterial road, W Vine St, just 0.5 miles south of the subject site. A Land Use Plan Map amendment to MF-MDR furthers the City's goal to preserve the established residential character of the area, while proposing a density that is lower than the maximum allowed to maximize the preservation of open space and conservation area abutting Shingle Creek.

Table 1.3 Allowable Development Program Under Proposed FLUM

Proposed FLUM	Acreage	Res. Density	Max. Res. DUs
MF-MDR	13.12	20 DU/AC	262 DUs

PROPOSED REZONING

The proposed project offers a distinct intent, character, and mix of uses, appropriate for the use of a Residential Planned Unit Development designation. The Land Development Code Sec. 14-4-8. stipulates that PUD's are encouraged to allow for diversification of uses and housing types, enhanced efficiency and the opportunity for innovation in site planning, and conservation of natural amenities. The proposed rezoning to Residential Planned Unit

Development would allow the applicant to achieve these goals and uphold the goals, objectives, and policies of the City's Comprehensive Plan as further described in the Comprehensive Plan Consistency section. Additionally, the proposed project puts forth a development that brings an overall benefit to the community by providing affordable senior housing and essential services to the community.

As shown in Table 1.3, the maximum development yield under the proposed FLUM designations will accommodate the requested development program proposed in the RPUD.

Table 1.3 Yield Under Existing FLUM Designations as Compared to Proposed Development Program

	Existing FLUM	Proposed Program	Net Increase/Decrease
Residential (DUs)	0	100 DUs	+ 100 DUs
Commercial (SF)	114,301.44	10,000	- 104,301.44

PUBLIC FACILITIES ANALYSIS

The proposed development program represents an increase in residential dwelling units and a decrease in commercial square footage.

Potable Water and Wastewater

The project will be served by the Tohopekaliga Water Authority for water and wastewater. Per policy 8.1.4.1 of the City's Comprehensive Plan, the residential LOS standard for water and wastewater is 96 gallons per day per capita. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on the data, the development program of 100 units would generate a population of 301 people. For commercial, the LOS standard is 0.1 gallon per gross square foot of floor area. Based on the requirements found in Policy 8.1.4.1, the project will generate the following demands for water and wastewater service:

Table 1.4 Water and Wastewater Service Demands

Use	Units	Persons per HH	Water and Wastewater LOS (gpd)	Water and Wastewater Demand (gpd)
Residential	100 DU	3.01	96	28,896
Commercial	10,000 sq.ft.	N/A	0.1	1,000
Total				29,896

Per the Data, Inventory, and Analysis within the Public Facilities Element of the Comprehensive Plan (2018), the Toho I (Kissimmee System) has an average of 27 MGD daily water flows and a maximum of 35 MGD daily water flow. The system is permitted for 54.4 MGD, which indicates that the system's average daily flow is 50.4% committed and the systems maximum flow is 63.6% committed. It appears that the system has the capacity to accommodate the 29,896 GPD flow that would be generated from this project.

In terms of wastewater, the City is served by four domestic water reclamation facilities with a total design capacity of 25.5 MGD. The current daily flow is estimated at 17.2 MGD, resulting in an 8.5 MGD surplus capacity. It is anticipated that the existing wastewater system will have the capacity to accommodate the 29,896 GPD flow that would be generated from this project.

Solid Waste

Per Policy 8.1.4.1., the LOS standards for solid waste is 5.1 pounds per person per day. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on this data, the development program of 100 units would generate a population of 301 people. As such, a solid waste capacity of 1,535.1 pounds per day will be required to maintain the City's LOS standards.

COMPREHENSIVE PLAN CONSISTENCY

In addition to the consistency with densities and intensities found in the City's Comprehensive Plan, the project is consistent with the City of Kissimmee's Comprehensive Plan, as evidenced by the following policies:

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

The attached public facilities analysis shows the proposed amount of water and wastewater needed to maintain the Level of Service. Capacity appears to be available to serve the development at the proposed densities and intensities

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major

natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

The proposed site plan proposes minimal impact to Shingle Creek, protecting the creek and its littoral zone, and will serve as a natural amenity with the preservation of the existing trail along the shoreline.

POLICY 6.1.2.3: JOINT CITY - COUNTY SHINGLE CREEK CORRIDOR CONSERVATION AND RECREATION PROJECT.

The City shall continue to leverage funding and expand partnerships to enhance and maintain the Shingle Creek Regional Multiuse Trail and the Shingle Creek Regional Park which connect City and unincorporated County lands adjacent to environmentally fragile and scenic segments of Shingle Creek.

The Yates Road project site plan provides on-site recreational opportunities for senior residents and visitors utilizing the provided facilities and support services by preserving the accessible walking trail that connects to the Joint City-County Shingle Creek Regional Trail.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

The Yates Road project is uniquely located in an area that provides compatibility with adjacent land uses and allows the City to take responsive action towards the needs identified in related demographic and supportive needs.

Sincerely,



George Kramer, AICP
Principal
Inspire Placemaking Collective

June 26, 2025

Ryan Altizer
101 Church Street, Suite 110
Kissimmee, FL 34741

Plan Number: LUPA-25-0003

Dear Ryan,

The Development Standards for the Proposed Osceola Emergency Resource Center (OERC) are as follows:

Building Standards:

Front setback	10 ft
Side setback	10 ft
Rear setback	25 ft
PD perimeter buffer	10 ft
Min. wetland buffer	50 ft

Open Space	Min. 20% of gross acreage
Min. Floor Area	TBD

Minimum Parking Requirements:

Age-restricted units	1 space / units
	10 spaces designated for staff

Resource Center	1 space per 200 square feet
-----------------	-----------------------------

Sincerely,



George Kramer, AICP
Principal
Inspire Placemaking Collective, Inc.

June 26, 2025

Ryan Altizer
101 Church Street, Suite 110
Kissimmee, FL 34741

Plan Number: LUPA-25-0003

Dear Ryan,

Per our conversation, a DRC Disclaimer / Agent Authorization is not required if the Applicant of the project and the owner of the subject properties are the same. Since both the owner and the applicant are Osceola County, the DRC Disclaimer/Agent Authorization is not necessary.

Additionally, in our first submittal, our client, Osceola County, had the intention of requesting a Land Use Amendment to Multiple Family Medium Density Residential (MF-MDR). Since then, it was agreed that pursuing the Institutional Future Land Use Category would be a better fit for the proposed development. Hence, certain fields of the EnerGov Citizen Self Service portal application do not reflect that change since it was originally submitted as a LUPA request to MF-MDR. The Project Narrative provides more details as to what the revised LUPA request is.

Sincerely,

Laura Martinez, AICP, *Planner*
Inspire Placemaking Collective

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1 / 4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N00°01'33"E ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 675.00 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SAID SECTION 18, RUN N89°43'36"E, A DISTANCE OF 20.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YATES ROAD, TO THE POINT OF BEGINNING; THENCE CONTINUE N89°43'36"E ALONG SAID LINE, A DISTANCE OF 416.89 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 128.57 FEET AND A CENTRAL ANGLE OF 26°43'50"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.98 FEET (CHORD BEARING = S02°25'17"E, CHORD = 59.44 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 85.73 FEET AND A CENTRAL ANGLE OF 67°49'13"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.48 FEET (CHORD BEARING = S19°50'54"E, CHORD = 95.66 FEET); THENCE RUN S48°53'22"E, A DISTANCE OF 47.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 81.23 FEET AND A CENTRAL ANGLE OF 51°00'23"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.31 FEET (CHORD BEARING = S27°12'18"E, CHORD = 69.95 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 191.57 FEET AND A CENTRAL ANGLE OF 17°16'10"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.74 FEET (CHORD BEARING = S13°44'12"W, CHORD = 57.52 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 168.68 FEET AND A CENTRAL ANGLE OF 31°36'05"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.04 FEET (CHORD BEARING = S03°54'14"W, CHORD = 91.86 FEET); THENCE RUN 09°12'14"E, A DISTANCE OF 87.83 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 94.80 FEET AND A CENTRAL ANGLE OF 43°01'25"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.19 FEET (CHORD BEARING = S20°10'30"W, CHORD = 69.53 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 81.78 FEET AND A CENTRAL ANGLE OF 29°53'43"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.67 FEET (CHORD BEARING = S17°12'52"W, CHORD = 42.19 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 160.67 FEET AND A CENTRAL ANGLE OF 16°23' 41"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.97 FEET (CHORD BEARING = S11°10'09"W, CHORD = 45.82 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.51 FEET AND A CENTRAL ANGLE OF 12°43'03"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.22 FEET (CHORD BEARING = S28°20'52"W, CHORD = 7.20 FEET); THENCE RUN 89°35'48"W, A DISTANCE OF 465.14 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY LINE OF YATES ROAD; THENCE RUN N00°01'33"E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 635.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.00 ACRES, MORE OR LESS.



September 15, 2025

Project #LUPA-25-0003 and #PUD-25-0014

Applicant: Osceola County

Reference: Osceola Emergency Resource Center (OERC) Application Narrative

Table of Contents

1.0	SITE DATA	2
1.1	General Description	2
2.0	PERMITTED USES AND DEVELOPMENT PROGRAM	3
2.1	Permitted Uses	3
2.2	Development Program	3
3.0	PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT	4
4.0	PROPOSED REZONING	4
5.0	DEVELOPMENT AND DESIGN STANDARDS	5
5.1	Building Setbacks	5
5.2	Architectural and Landscaping Design Standards	5
5.3	Open Space and Recreation	5
5.4	Transportation and Vehicular Access	5
5.5	Parking	5
6.0	PUBLIC FACILITIES ANALYSIS	6
6.1	Potable Water and Wastewater	6
6.2	Solid Waste	6
7.0	COMPREHENSIVE PLAN CONSISTENCY	7

1.0 SITE DATA

1.1 General Description

The +/- 13.12-acre subject property ("Property") consists of a portion of Osceola County Parcel ID numbers 18-25-29-0000-0181-0000 and 18-25-29-0000-0185-0000, located along Yates Road, north of West Vine Street, within the City of Kissimmee. The Property lies within a transitional area that supports a mixture of institutional and residential uses and is currently characterized by a combination of uplands, wetlands, and surface waters.

The Property is owned by Osceola County, which is proposing the development of an emergency resource center and senior housing. The development program includes up to 100 age-restricted residential units within approximately +/- 2.5 acres of the developable area, and a 10,000-square-foot emergency resource center within +/- 1.1 acres that will provide a range of essential services including medical and dental care, clothing distribution, and hotel voucher assistance, among others.

Of the total 13.12 +/- gross acres, 7.00 +/- acres are identified as uplands and comprise the area subject to the proposed land use and zoning actions. The Property currently holds a Future Land Use designation of "Recreation" and is zoned "Open Space." The applicant is requesting a Future Land Use Map Amendment to the "Institutional (INST)" designation, as well as a rezoning to Planned Unit Development (PUD)" to allow for the proposed senior-focused mixed-use development.

This project represents an opportunity to provide vital services and housing to Osceola County's senior population while activating an underutilized site through a context-sensitive, community-oriented development.

Table 1.1 Subject Parcels

PID	Gross Acreage	Wetlands	Net Acreage ¹
18-25-29-0000-0181-0000	6.63	2.47	4.16
18-25-29-0000-0185-0000	6.49	2.35	4.14

¹ Only 7.00 of the net acreage are being proposed to be rezoned.

2.0 PERMITTED USES AND DEVELOPMENT PROGRAM

2.1 Permitted Uses

- governmental administration buildings
- educational institutions
- hospital facilities and supportive health care units
- arts and cultural or civic facilities
- essential public services and facilities (excluding major utilities)
- senior housing
- other similar activities
- places of worship
- cultural or civic centers
- other similar public or private not-for-profit uses

2.2 Development Program

The proposed Institutional project consists of two building pods identified on the Concept Plan as Pod A and Pod B. The project is proposed to be completed in two (2) phases, with Pod A likely being constructed in the first phase, as a critical community need, and Pod B to be constructed in a second phase. The building use breakdown is as follows:

Table 2.1 Building Development Program

Building	Building Description	Residential Development Program	Institutional Development Program
A	Emergency Resource Center with medical & dental care, clothing distribution, other services	-	10,000 square feet
B	Age restricted senior housing units	100 units	-

The layout & number of bedrooms per unit are to be determined at a later phase and will comply with the Land Development Code regulations. Minimum living area will be 500 sq.ft. for all units. The Emergency Resource Center will have no units and provide no overnight stays for patrons.

3.0 PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT

The proposed project is intended to create an emergency resource service center for seniors and people seeking supportive services. A FLUM amendment to Institutional is proposed for the subject properties. The Institutional Future Land Use Category is intended to accommodate public and semi-public services including hospital facilities and supportive health care units and essential public services and facilities. Per City of Kissimmee's Comprehensive Plan Policy 1.2.2.1, the Floor Area Ratio (FAR) permitted for Institutional is 2.0.

The proposed FLU of Institutional would allow for a Future Land Use category that is complementary to existing uses within the vicinity of the subject site, including a 62+ senior community to the west with MUPUD designation across Yates Road, an apartment community designated RPUD only 0.3 miles west across Yates Road, and a newly approved multi-family residential development just 0.1 miles east across Shingle Creek.

As listed in **Table 1.1**, the subject parcels include 4.82 acres of wetlands. The City has placed a Conservation Overlay over a portion of the property, totaling 9.8 acres. An Environmental Impact Statement will be provided at Site Plan submittal. Per the maximum allowable density and intensity stated within the City of Kissimmee's Comprehensive Plan, the existing Future Land Use designation of Recreation would allow a maximum of 60,984 square feet of commercial uses, and no residential development, as shown by **Table 3.1** below.

Table 3.1 Allowable Development Program Under Existing FLUM

FLUM	Acreage	Res. Density	Comm. FAR	Max. Res. DUs	Max Comm. SF.
Recreation	7.00	-	0.2	-	60,984

4.0 PROPOSED REZONING

The Land Development Code Sec. 14-4-8. stipulates that PUD's are encouraged to allow for diversification of uses and housing types, enhanced efficiency and the opportunity for innovation in site planning, and conservation of natural amenities. The proposed rezoning to Planned Unit Development would allow the applicant to achieve these goals and uphold the goals, objectives, and policies of the City's Comprehensive Plan as further described in the Comprehensive Plan Consistency section. Additionally, the proposed project puts forth a development that brings an overall benefit to the community by providing affordable senior housing and essential services to the community.

As shown in **Table 4.1**, the maximum development yield under the proposed FLUM designations will accommodate the requested development program proposed in the PUD.

Table 4.1 Yield Under Existing FLUM Designations as compared to Proposed Development Program

	Existing FLUM	Proposed Program	Net Increase/Decrease
Residential (DUs)	0 DUs	100 DUs	+ 100 DUs
Non-Residential (SF)	60,984 sq. ft.	10,000 sq. ft.	- 50,984 sq. ft.

5.0 DEVELOPMENT AND DESIGN STANDARDS

5.1 Building Setbacks

The proposed building setback along Yates Road shall be a minimum of 10 feet. The proposed building separation shall also be a minimum of 10 feet. This frontage area may incorporate civic or functional elements, such as pedestrian walkways, benches, and landscape features, to enhance the arrival experience and complement the senior-focused use of the site. A 10-foot setback is proposed along the side property lines, with a 25-foot building setback provided at the rear property boundary. These setbacks are intended to ensure compatibility with adjacent uses and preserve opportunities for landscaping, stormwater conveyance, or screening as needed.

A 10-foot perimeter buffer will be provided around the boundary of the Residential Planned Unit Development (RPUD) to create a visual and physical transition between the project and surrounding land uses.

A 50-foot minimum buffer shall be maintained adjacent to existing wetlands located within the Property. Opportunities for passive recreation or open space integration may be evaluated in accordance with local environmental regulations.

5.2 Architectural and Landscaping Design Standards

The proposed development will comply with the design, architectural, and landscaping requirements of the City's Land Development Code.

5.3 Open Space and Recreation

A minimum of 20% of the gross acreage shall be designated as open space. This includes both passive and active open space components, which may consist of walking paths, seating areas, and other outdoor amenities intended to serve the senior resident population and enhance community wellness. The existing trail will remain preserved and be calculated towards the recreational requirements.

5.4 Transportation and Vehicular Access

There will be two main vehicular access points to the site, both from Yates Road. The exact location of the access points will be determined at a later phase.

5.5 Parking

The minimum parking requirement for the age-restricted residential component is 1.0 spaces per 1 bedroom unit. Parking areas will be designed to meet ADA accessibility standards and to accommodate the unique mobility needs of senior residents and resource center visitors. An additional ten (10) parking spaces will be designated for staff. The minimum parking requirement for the institutional component is 1 space per 200 square feet.

A parking variance of up to 30% reduction from the required total may be requested in the future, subject to further parking analysis and justification based on anticipated occupancy, resource center operations, and multimodal access.

6.0 PUBLIC FACILITIES ANALYSIS

The proposed development program represents an increase in residential dwelling units and a decrease in non-residential square footage.

6.1 Potable Water and Wastewater

The project will be served by the Tohopekalgia Water Authority for water and wastewater. Per policy 8.1.4.1 of the City's Comprehensive Plan, the residential LOS standard for water and wastewater is 96 gallons per day per capita. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on the data, the development program of 100 units would generate a population of 301 people. For Institutional: outpatient and administrative services, the LOS standard is 0.2 gallon per gross square foot of floor area. Based on the requirements found in Policy 8.1.4.1, the project will generate the following demands for water and wastewater service:

Table 6.1 Water and Wastewater Service Demands

Use	Units	Persons per HH	Water and Wastewater LOS (gpd)	Water and Wastewater Demand (gpd)
Residential	100 DU	3.01	96	28,896
Institutional	10,000 sq.ft.	N/A	0.2	2,000
Total				30,896

Per the Data, Inventory, and Analysis within the Public Facilities Element of the Comprehensive Plan (2018), the Toho I (Kissimmee System) has an average of 27 MGD daily water flows and a maximum of 35 MGD daily water flow. The system is permitted for 54.4 MGD, which indicates that the system's average daily flow is 50.4% committed and the system's maximum flow is 63.6% committed. It appears that the system has the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

In terms of wastewater, the City is served by four domestic water reclamation facilities with a total design capacity of 25.5 MGD. The current daily flow is estimated at 17.2 MGD, resulting in an 8.5 MGD surplus capacity. It is anticipated that the existing wastewater system will have the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

6.2 Solid Waste

Per Policy 8.1.4.1., the LOS standard for solid waste is 5.1 pounds per person per day. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on this data, the development program of 100 units would generate a population of 301 people. As such, a solid waste capacity of 1,535.1 pounds per day will be required to maintain the City's LOS standards.

7.0 COMPREHENSIVE PLAN CONSISTENCY

In addition to the consistency with densities and intensities found in the City's Comprehensive Plan, the project is consistent with the City of Kissimmee's Comprehensive Plan, as evidenced by the following policies:

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

The attached public facilities analysis shows the proposed amount of water and wastewater needed to maintain the Level of Service. Capacity appears to be available to serve the development at the proposed densities and intensities.

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

The proposed site plan proposes minimal impact to Shingle Creek, protecting the creek and its littoral zone, and will serve as a natural amenity with the preservation of the existing trail along the shoreline.

POLICY 6.1.2.3: JOINT CITY - COUNTY SHINGLE CREEK CORRIDOR CONSERVATION AND RECREATION PROJECT.

The City shall continue to leverage funding and expand partnerships to enhance and maintain the Shingle Creek Regional Multiuse Trail and the Shingle Creek Regional Park which connect City and unincorporated County lands adjacent to environmentally fragile and scenic segments of Shingle Creek.

The Osceola Emergency Resource Center (OERC) project site plan provides on-site recreational opportunities for senior residents and visitors utilizing the provided facilities and support services by preserving the accessible walking trail that connects to the Joint City-County Shingle Creek Regional Trail.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

The Osceola Emergency Resource Center (OERC) project is uniquely located in an area that provides compatibility with adjacent land uses and allows the City to take responsive action towards the needs identified in related demographic and supportive needs.

Sincerely,



George Kramer, AICP

Principal, Inspire Placemaking Collective



September 15, 2025

Project #LUPA-25-0003 and #PUD-25-0014

Applicant: Osceola County

Reference: Osceola Emergency Resource Center (OERC) Application Narrative

Table of Contents

1.0	SITE DATA	2
1.1	General Description	2
2.0	PERMITTED USES AND DEVELOPMENT PROGRAM	3
2.1	Permitted Uses	3
2.2	Development Program	3
3.0	PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT	4
4.0	PROPOSED REZONING	4
5.0	DEVELOPMENT AND DESIGN STANDARDS	5
5.1	Building Setbacks	5
5.2	Architectural and Landscaping Design Standards	5
5.3	Open Space and Recreation	5
5.4	Transportation and Vehicular Access	5
5.5	Parking	5
6.0	PUBLIC FACILITIES ANALYSIS	6
6.1	Potable Water and Wastewater	6
6.2	Solid Waste	6
7.0	COMPREHENSIVE PLAN CONSISTENCY	7

1.0 SITE DATA

1.1 General Description

The +/- 13.12-acre subject property ("Property") consists of a portion of Osceola County Parcel ID numbers 18-25-29-0000-0181-0000 and 18-25-29-0000-0185-0000, located along Yates Road, north of West Vine Street, within the City of Kissimmee. The Property lies within a transitional area that supports a mixture of institutional and residential uses and is currently characterized by a combination of uplands, wetlands, and surface waters.

The Property is owned by Osceola County, which is proposing the development of an emergency resource center and senior housing. The development program includes up to 100 age-restricted residential units within approximately +/- 2.5 acres of the developable area, and a 10,000-square-foot emergency resource center within +/- 1.1 acres that will provide a range of essential services including medical and dental care, clothing distribution, and hotel voucher assistance, among others.

Of the total 13.12 +/- gross acres, 7.00 +/- acres are identified as uplands and comprise the area subject to the proposed land use and zoning actions. The Property currently holds a Future Land Use designation of "Recreation" and is zoned "Open Space." The applicant is requesting a Future Land Use Map Amendment to the "Institutional (INST)" designation, as well as a rezoning to Planned Unit Development (PUD)" to allow for the proposed senior-focused mixed-use development.

This project represents an opportunity to provide vital services and housing to Osceola County's senior population while activating an underutilized site through a context-sensitive, community-oriented development.

Table 1.1 Subject Parcels

PID	Gross Acreage	Wetlands	Net Acreage ¹
18-25-29-0000-0181-0000	6.63	2.47	4.16
18-25-29-0000-0185-0000	6.49	2.35	4.14

¹ Only 7.00 of the net acreage are being proposed to be rezoned.

2.0 PERMITTED USES AND DEVELOPMENT PROGRAM

2.1 Permitted Uses

- governmental administration buildings
- educational institutions
- hospital facilities and supportive health care units
- arts and cultural or civic facilities
- essential public services and facilities (excluding major utilities)
- senior housing
- other similar activities
- places of worship
- cultural or civic centers
- other similar public or private not-for-profit uses

2.2 Development Program

The proposed Institutional project consists of two building pods identified on the Concept Plan as Pod A and Pod B. The project is proposed to be completed in two (2) phases, with Pod A likely being constructed in the first phase, as a critical community need, and Pod B to be constructed in a second phase. The building use breakdown is as follows:

Table 2.1 Building Development Program

Building	Building Description	Residential Development Program	Institutional Development Program
A	Emergency Resource Center with medical & dental care, clothing distribution, other services	-	10,000 square feet
B	Age restricted senior housing units	100 units	-

The layout & number of bedrooms per unit are to be determined at a later phase and will comply with the Land Development Code regulations. Minimum living area will be 500 sq.ft. for all units. The Emergency Resource Center will have no units and provide no overnight stays for patrons.

3.0 PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT

The proposed project is intended to create an emergency resource service center for seniors and people seeking supportive services. A FLUM amendment to Institutional is proposed for the subject properties. The Institutional Future Land Use Category is intended to accommodate public and semi-public services including hospital facilities and supportive health care units and essential public services and facilities. Per City of Kissimmee's Comprehensive Plan Policy 1.2.2.1, the Floor Area Ratio (FAR) permitted for Institutional is 2.0.

The proposed FLU of Institutional would allow for a Future Land Use category that is complementary to existing uses within the vicinity of the subject site, including a 62+ senior community to the west with MUPUD designation across Yates Road, an apartment community designated RPUD only 0.3 miles west across Yates Road, and a newly approved multi-family residential development just 0.1 miles east across Shingle Creek.

As listed in **Table 1.1**, the subject parcels include 4.82 acres of wetlands. The City has placed a Conservation Overlay over a portion of the property, totaling 9.8 acres. An Environmental Impact Statement will be provided at Site Plan submittal. Per the maximum allowable density and intensity stated within the City of Kissimmee's Comprehensive Plan, the existing Future Land Use designation of Recreation would allow a maximum of 60,984 square feet of commercial uses, and no residential development, as shown by **Table 3.1** below.

Table 3.1 Allowable Development Program Under Existing FLUM

FLUM	Acreage	Res. Density	Comm. FAR	Max. Res. DUs	Max Comm. SF.
Recreation	7.00	-	0.2	-	60,984

4.0 PROPOSED REZONING

The Land Development Code Sec. 14-4-8. stipulates that PUD's are encouraged to allow for diversification of uses and housing types, enhanced efficiency and the opportunity for innovation in site planning, and conservation of natural amenities. The proposed rezoning to Planned Unit Development would allow the applicant to achieve these goals and uphold the goals, objectives, and policies of the City's Comprehensive Plan as further described in the Comprehensive Plan Consistency section. Additionally, the proposed project puts forth a development that brings an overall benefit to the community by providing affordable senior housing and essential services to the community.

As shown in **Table 4.1**, the maximum development yield under the proposed FLUM designations will accommodate the requested development program proposed in the PUD.

Table 4.1 Yield Under Existing FLUM Designations as compared to Proposed Development Program

	Existing FLUM	Proposed Program	Net Increase/Decrease
Residential (DUs)	0 DUs	100 DUs	+ 100 DUs
Non-Residential (SF)	60,984 sq. ft.	10,000 sq. ft.	- 50,984 sq. ft.

5.0 DEVELOPMENT AND DESIGN STANDARDS

5.1 Building Setbacks

The proposed building setback along Yates Road shall be a minimum of 10 feet. The proposed building separation shall also be a minimum of 10 feet. This frontage area may incorporate civic or functional elements, such as pedestrian walkways, benches, and landscape features, to enhance the arrival experience and complement the senior-focused use of the site. A 10-foot setback is proposed along the side property lines, with a 25-foot building setback provided at the rear property boundary. These setbacks are intended to ensure compatibility with adjacent uses and preserve opportunities for landscaping, stormwater conveyance, or screening as needed.

A 10-foot perimeter buffer will be provided around the boundary of the Residential Planned Unit Development (RPUD) to create a visual and physical transition between the project and surrounding land uses.

A 50-foot minimum buffer shall be maintained adjacent to existing wetlands located within the Property. Opportunities for passive recreation or open space integration may be evaluated in accordance with local environmental regulations.

5.2 Architectural and Landscaping Design Standards

The proposed development will comply with the design, architectural, and landscaping requirements of the City's Land Development Code.

5.3 Open Space and Recreation

A minimum of 20% of the gross acreage shall be designated as open space. This includes both passive and active open space components, which may consist of walking paths, seating areas, and other outdoor amenities intended to serve the senior resident population and enhance community wellness. The existing trail will remain preserved and be calculated towards the recreational requirements.

5.4 Transportation and Vehicular Access

There will be two main vehicular access points to the site, both from Yates Road. The exact location of the access points will be determined at a later phase.

5.5 Parking

The minimum parking requirement for the age-restricted residential component is 1.0 spaces per 1 bedroom unit. Parking areas will be designed to meet ADA accessibility standards and to accommodate the unique mobility needs of senior residents and resource center visitors. An additional ten (10) parking spaces will be designated for staff. The minimum parking requirement for the institutional component is 1 space per 200 square feet.

A parking variance of up to 30% reduction from the required total may be requested in the future, subject to further parking analysis and justification based on anticipated occupancy, resource center operations, and multimodal access.

6.0 PUBLIC FACILITIES ANALYSIS

The proposed development program represents an increase in residential dwelling units and a decrease in non-residential square footage.

6.1 Potable Water and Wastewater

The project will be served by the Tohopekalgia Water Authority for water and wastewater. Per policy 8.1.4.1 of the City's Comprehensive Plan, the residential LOS standard for water and wastewater is 96 gallons per day per capita. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on the data, the development program of 100 units would generate a population of 301 people. For Institutional: outpatient and administrative services, the LOS standard is 0.2 gallon per gross square foot of floor area. Based on the requirements found in Policy 8.1.4.1, the project will generate the following demands for water and wastewater service:

Table 6.1 Water and Wastewater Service Demands

Use	Units	Persons per HH	Water and Wastewater LOS (gpd)	Water and Wastewater Demand (gpd)
Residential	100 DU	3.01	96	28,896
Institutional	10,000 sq.ft.	N/A	0.2	2,000
Total				30,896

Per the Data, Inventory, and Analysis within the Public Facilities Element of the Comprehensive Plan (2018), the Toho I (Kissimmee System) has an average of 27 MGD daily water flows and a maximum of 35 MGD daily water flow. The system is permitted for 54.4 MGD, which indicates that the system's average daily flow is 50.4% committed and the system's maximum flow is 63.6% committed. It appears that the system has the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

In terms of wastewater, the City is served by four domestic water reclamation facilities with a total design capacity of 25.5 MGD. The current daily flow is estimated at 17.2 MGD, resulting in an 8.5 MGD surplus capacity. It is anticipated that the existing wastewater system will have the capacity to accommodate the 30,896 GPD flow that would be generated from this project.

6.2 Solid Waste

Per Policy 8.1.4.1., the LOS standard for solid waste is 5.1 pounds per person per day. Per data from the [U.S. Census Bureau](#), the City of Kissimmee had 3.01 persons per household from 2019-2023. Based on this data, the development program of 100 units would generate a population of 301 people. As such, a solid waste capacity of 1,535.1 pounds per day will be required to maintain the City's LOS standards.

7.0 COMPREHENSIVE PLAN CONSISTENCY

In addition to the consistency with densities and intensities found in the City's Comprehensive Plan, the project is consistent with the City of Kissimmee's Comprehensive Plan, as evidenced by the following policies:

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

The attached public facilities analysis shows the proposed amount of water and wastewater needed to maintain the Level of Service. Capacity appears to be available to serve the development at the proposed densities and intensities.

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

The proposed site plan proposes minimal impact to Shingle Creek, protecting the creek and its littoral zone, and will serve as a natural amenity with the preservation of the existing trail along the shoreline.

POLICY 6.1.2.3: JOINT CITY - COUNTY SHINGLE CREEK CORRIDOR CONSERVATION AND RECREATION PROJECT.

The City shall continue to leverage funding and expand partnerships to enhance and maintain the Shingle Creek Regional Multiuse Trail and the Shingle Creek Regional Park which connect City and unincorporated County lands adjacent to environmentally fragile and scenic segments of Shingle Creek.

The Osceola Emergency Resource Center (OERC) project site plan provides on-site recreational opportunities for senior residents and visitors utilizing the provided facilities and support services by preserving the accessible walking trail that connects to the Joint City-County Shingle Creek Regional Trail.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

The Osceola Emergency Resource Center (OERC) project is uniquely located in an area that provides compatibility with adjacent land uses and allows the City to take responsive action towards the needs identified in related demographic and supportive needs.

Sincerely,



George Kramer, AICP

Principal, Inspire Placemaking Collective



September 16, 2025

Project #LUPA-25-0003 and #PUD-25-0014

Applicant: Osceola County

Reference: Osceola Emergency Resource Center (OERC) DRC Response Letter

1. Please include a current Survey of the properties proposed in this Mixed-Use Planned Unit Development (MUPUD) to reflect what currently is existing at these sites per LDC 14-3-28.B.2

Per meeting with City Staff on September 9th, existing survey previously submitted is sufficient.

2. A Final Plat to combine the parcels into one parcel is suggested so as to ensure that shared infrastructure in the future be under the same ownership.

Noted.

3. Due to the Institutional Future Land Use not having a density requirement, and only a FAR, please review the Density Bonuses allowed for Planned Unit Developments and try to incorporate as many of the five criteria from Land Development Code Section (LDC) 14-4-8.3.

The Applicant will seek to incorporate the density bonus criteria from LDC 14-4-8.3 where feasible.

4. It is suggested to add a reference to the senior housing or multi-family housing in the list of allowed uses for the proposed development.

The Applicant will add a reference to senior housing.

5. Please provide a minimum living area for the units associated with the senior living component of the proposed development and ensure that it aligns with LDC Section 14-4-6.A.

Consistent with LDC Section 14-4-6.A, the Applicant will provide a minimum of 500 square feet of living area for the units associated with the senior living component of the proposed development.

6. The floor area is shown as TBD. Note that the FAR in the proposed Future Land Use is 2.0.

Noted.

7. Please identify building separation standards.

The primary buildings will be separated by a minimum of 10 feet.

8. Please include the architectural design standards that will accompany this MUPUD per LDC Section 14-3-28.B.1.h.

The Applicant will comply with the design and architectural requirements of the City's Land Development Code for the proposed uses.

9. Please state whether the MUPUD will have its own Landscaping Standards or if it will fall back on the LDC.

The Applicant will comply with the City's LDC Landscaping Standards for the proposed uses.

10. Please be aware of the open space and recreational standards for MUPUDs. Per LDC 14-4-8.D.4.g: "Common open space provided shall at least equal to the amount of pervious area required above or ten percent of the gross area of the development, whichever is less, when the future land use designation assigned by the comprehensive plan is a non-residential designation or when the future land use designation is mixed-use and the primary use is non-residential."

Noted.

11. Please indicate if there will be phasing with the development of this PUD. If so, please include a statement explaining the desired phasing per LDC 14-3-28.B.1.f.

As described in Section 2.2 of the Application Narrative, the development is proposed to be completed in two phases where the first phase includes the emergency resource center.

12. Please be advised that within the phasing of this project, the residential portion will need to take precedent over the non-residential uses per LDC Section 14-4-8.5: "Procedures and requirements for rezoning to MUPUD. See section 14-3-28 except that any phasing plan involving a residential component shall ensure that the proportion of the residential units constructed shall always equal or exceed the proportion of non-residential building square footage constructed if the area with the residential component has been assigned a residential land use classification on the future land use map of the comprehensive plan."

Discussed and resolved at DRC. Provisions of Section 14-3-28 do not apply to an Institutional Future Land Use designation.

13. Be advised that a Site Plan will need to be submitted for review in conjunction with the standards set forth in this MUPUD.

Noted.

14. Be advised that any change to the Conceptual Plan will require another review per LDC Section 14-3-28.A

Noted.

Sincerely,



George Kramer, AICP

Principal, Inspire Placemaking Collective

PLANNED UNIT DEVELOPMENT

YATES ROAD SENIOR HOUSING

KISSIMMEE, FLORIDA

PARCEL ID: 18-25-29-0000-0181-0000 & 18-25-29-0000-0185-0000

MAY 5, 2025

SITE DATA

SITE ADDRESS: 0 & 2001 YATES RD
KISSIMMEE, FLORIDA 34746
13.12 AC
VACANT / REC
OPEN SPACE
PROPOSED USE: SENIOR HOUSING & SERVICE CENTER
OWNER: OSCEOLA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
ADDRESS: 1 COURTHOUSE SQUARE, SUITE 1400
KISSIMMEE, FL 34741
CONTACT NAME: RAYMOND STANGLE
CONTACT E-MAIL ADDRESS: RAYMOND.STANGLE@OSCEOLA.ORG
PROJECT REPRESENTATIVE: GEORGE KRAMER
ADDRESS: 4767 NEW BROAD ST
ORLANDO, FLORIDA 32814
PHONE NO.: 407-202-8387
CONTACT E-MAIL ADDRESS: GKRAMER@INSPIREPLACEMAKING.COM

FEMA PANEL:
THE SUBJECT PROPERTY DOES LIE WITHIN A SPECIAL FLOOD HAZARD ZONE
ACCORDING TO COMMUNITY PANEL NO. 12097C0065G, JUNE 18, 2013,
COMMUNITY NAME: CITY OF KISSIMMEE.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1 / 4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N00°01'33"E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 675.00 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, RUN N89°43'36"E, A DISTANCE OF 20.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YATES ROAD, TO THE POINT OF BEGINNING; THENCE CONTINUE N89°43'36"E ALONG SAID LINE, A DISTANCE OF 416.89 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 128.57 FEET AND A CENTRAL ANGLE OF 26°43'50"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.98 FEET (CHORD BEARING = 502°25'17"E, CHORD = 59.44 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 85.73 FEET AND A CENTRAL ANGLE OF 67°49'13"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.48 FEET (CHORD BEARING = 519°50'54"E, CHORD = 95.66 FEET); THENCE RUN S48°53'22"E, A DISTANCE OF 47.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 81.23 FEET AND A CENTRAL ANGLE OF 51°00'23"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.31 FEET (CHORD BEARING = 527°12'18"E, CHORD = 69.95 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 191.57 FEET AND A CENTRAL ANGLE OF 17°16'10"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.74 FEET (CHORD BEARING = 513°44'12"W, CHORD = 57.52 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 168.68 FEET AND A CENTRAL ANGLE OF 31°36'05"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.04 FEET (CHORD BEARING = 503°54'14"W, CHORD = 91.86 FEET); THENCE RUN 09°12'14"E, A DISTANCE OF 87.93 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 94.80 FEET AND A CENTRAL ANGLE OF 43°01'25"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.19 FEET (CHORD BEARING = 520°10'30"W, CHORD = 69.53 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 81.78 FEET AND A CENTRAL ANGLE OF 29°53'43"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.67 FEET (CHORD BEARING = 517°12'52"W, CHORD = 42.19 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 160.67 FEET AND A CENTRAL ANGLE OF 16°23'41"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.97 FEET (CHORD BEARING = 511°10'09"W, CHORD = 45.82 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.51 FEET AND A CENTRAL ANGLE OF 12°43'03"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.22 FEET (CHORD BEARING = 528°20'52"W, CHORD = 7.20 FEET); THENCE RUN 89°35'48"W, A DISTANCE OF 465.14 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY LINE OF YATES ROAD; THENCE RUN N00°01'33"E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 635.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.00 ACRES, MORE OR LESS.

UTILITY PROVIDERS

POTABLE WATER
TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD.
KISSIMMEE, FL 34741

SANITARY SEWER
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777

WASTE DISPOSAL
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777

RECLAIM WATER
TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD.
KISSIMMEE, FL 34741

ELECTRIC SERVICE
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777

PHONE PROVIDER
AT&T
1227 S. DIVISION AVE.
ORLANDO, FL 34805
PH. 407.351.7100

CABLE PROVIDER
SPECTRUM NETWORKS
100 GORDON ST.
SANFORD, FL 32771
PH. 321.805.3081

LEGEND

UPLAND AREA
WETLAND AREA
WETLAND BUFFER
PROPERTY LINE
SITE ACCESS

AREA CALCULATIONS
PROPOSED RPUD AREA: 7.0 AC
PROPOSED PD RESIDENTIAL UNITS: 100
PROPOSED PD RESIDENTIAL DENSITY: 7.6

BUILDING STANDARDS
FRONT: 10 FT
SIDE: 10 FT
REAR: 25 FT

PD PERIMETER BUFFER: 10 FT
MIN. WETLAND BUFFER: 50 FT

OPEN SPACE: MIN. 20% OF GROSS ACREAGE

MAX. BUILDING HEIGHT: 50 FT (4-STORIES)
MIN. FLOOR AREA: TBD

PROPOSED 24' ROADS - (2) 12' TRAVEL LANES (TYP.) REQUIRED BY CITY CODE

OFF-STREET PARKING
REQUIRED PARKING:
MULTIPLE FAMILY HOUSING DEVELOPMENTS WITH MORE THAN 8 UNITS:

DWELLING UNITS WITH EFFICIENCY DESIGN OR ONE BEDROOM: 1 SPACE PER UNIT, PLUS 0.5 SPACES PER UNIT UNASSIGNED FOR GUEST PARKING

DWELLING UNITS WITH 2 OR MORE BEDROOMS: 1.5 SPACES PER UNIT, PLUS 0.5 SPACES PER UNIT UNASSIGNED FOR GUEST PARKING

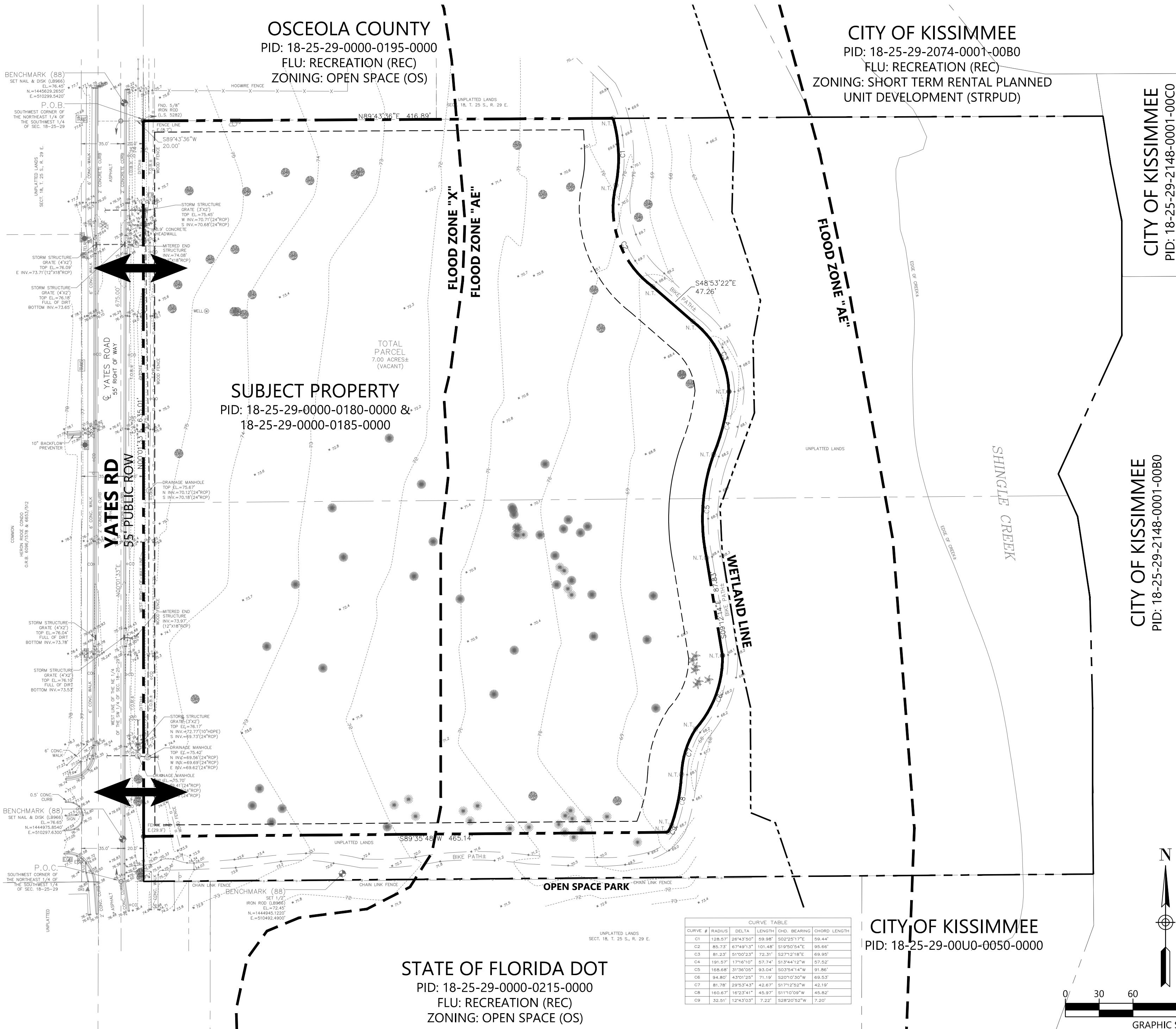
(100 UNITS X 2.0 SPACES/UNIT = 200)
TOTAL REQUIRED PARKING: 200

PHASING

THIS PROJECT MAY BE CONSTRUCTED IN MULTIPLE PHASES

ADDITIONAL NOTES:

- ACCESS POINTS TO BE DETERMINED AT SITE PLAN DESIGN PHASE
- THE PROPOSED HOUSING WILL BE AGE-RESTRICTED.
- THE SERVICE CENTER IS PROPOSED TO BE 10,000 SQ. FT. OF PUBLIC SERVICES INCLUDING MEDICAL & DENTAL SERVICES, CLOTHING, HOTEL VOUCHERS, AND OTHER SERVICES.
- THE PROPOSED SERVICE CENTER WILL NOT OFFER OVERNIGHT STAYS.



4767 New Broad Street,
Orlando, FL 32814
Ph. 407.202.8387

Yates Road Senior Housing Development
Planned Unit Development

KISSIMMEE, FL

Eric Raasch, AICP

NO.	DATE	DESCRIPTION	BY	CHK	LM	ER	APV
1	2/10/25	PUD Submittal					
2							
3							
4							
5							
6							
7							
8							
9							
10							

PROJECT NUMBER
240160
DRAWING NAME
MASTER SITE PLAN
DRAWING NUMBER

PUD-0.1

PLANNED UNIT DEVELOPMENT OSCEOLA EMERGENCY RESOURCE CENTER

KISSIMMEE, FLORIDA

PARCEL ID: A PORTION OF 18-25-29-0000-0181-0000 & 18-25-29-0000-0185-0000

JUNE 18, 2025

SITE DATA

SITE ADDRESS: 0 & 2001 YATES RD
KISSIMMEE, FLORIDA 34746
PARCEL ACREAGE: 13.12 AC.
EXISTING LAND USE: VACANT / REC
EXISTING ZONING: OPEN SPACE

PROPOSED USE: SENIOR HOUSING & SERVICE CENTER
OWNER: OSCEOLA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
ADDRESS: 1 COURTHOUSE SQUARE, SUITE 1400
KISSIMMEE, FL 34741
CONTACT NAME: RAYMOND STANGLE
CONTACT E-MAIL ADDRESS: RAYMOND.STANGLE@OSCEOLA.ORG

PROJECT REPRESENTATIVE: GEORGE KRAMER
ADDRESS: 4767 NEW BROAD ST
ORLANDO, FLORIDA 32814
PHONE NO.: 407-202-8387
CONTACT E-MAIL ADDRESS: GKRAMER@INSPIREPLACEMAKING.COM

FEMA PANEL:
THE SUBJECT PROPERTY DOES LIE WITHIN A SPECIAL FLOOD HAZARD ZONE
ACCORDING TO COMMUNITY PANEL NO. 12097C0065G, JUNE 18, 2013,
COMMUNITY NAME: CITY OF KISSIMMEE.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N00°01'33"E ALONG THE
WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION
18, A DISTANCE OF 675.00 FEET; THENCE DEPARTING SAID WEST LINE OF THE
NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, RUN N89°43'36"E,
A DISTANCE OF 20.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE
OF YATES ROAD, TO THE POINT OF BEGINNING; THENCE CONTINUE
N89°43'36"E ALONG SAID LINE, A DISTANCE OF 416.89 FEET TO A POINT ON A
NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 128.57
FEET AND A CENTRAL ANGLE OF 26°43'50"; THENCE RUN SOUTHERLY ALONG
THE ARC OF SAID CURVE, A DISTANCE OF 59.98 FEET (CHORD BEARING =
S02°25'17"E, CHORD = 59.44 FEET) TO A POINT ON A NON-TANGENT CURVE,
CONCAVE TO THE EAST, HAVING A RADIUS OF 85.73 FEET AND A CENTRAL
ANGLE OF 67°49'13"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID
CURVE, A DISTANCE OF 101.48 FEET (CHORD BEARING = S19°50'54"E, CHORD =
95.66 FEET); THENCE RUN S48°53'22"E, A DISTANCE OF 47.26 FEET TO A POINT
ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A
RADIUS OF 81.23 FEET AND A CENTRAL ANGLE OF 51°00'23"; THENCE RUN
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.31 FEET
(CHORD BEARING = S27°12'18"E, CHORD = 69.95 FEET) TO A POINT ON A
NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 191.57
FEET AND A CENTRAL ANGLE OF 17°16'10"; THENCE RUN SOUTHERLY ALONG
THE ARC OF SAID CURVE, A DISTANCE OF 57.74 FEET (CHORD BEARING =
S13°44'12"W, CHORD = 57.52 FEET) TO A POINT ON A NON-TANGENT CURVE,
CONCAVE TO THE EAST, HAVING A RADIUS OF 168.68 FEET AND A CENTRAL
ANGLE OF 31°36'05"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID
CURVE, A DISTANCE OF 93.04 FEET (CHORD BEARING = S03°54'14"W, CHORD =
91.86 FEET); THENCE RUN 09°12'14"E, A DISTANCE OF 87.83 FEET TO A POINT
ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF
94.80 FEET AND A CENTRAL ANGLE OF 43°01'25"; THENCE RUN SOUTHERLY
ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.19 FEET (CHORD BEARING
= S20°10'30"W, CHORD = 69.53 FEET) TO A POINT ON A NON-TANGENT CURVE,
CONCAVE TO THE EAST, HAVING A RADIUS OF 81.78 FEET AND A CENTRAL
ANGLE OF 29°53'43"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID
CURVE, A DISTANCE OF 42.67 FEET (CHORD BEARING = S17°12'52"W, CHORD =
42.19 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST,
HAVING A RADIUS OF 160.67 FEET AND A CENTRAL ANGLE OF 16°23' 41";
THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF
45.97 FEET (CHORD BEARING = S11°10'09"W, CHORD = 45.82 FEET) TO A POINT
ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A
RADIUS OF 32.51 FEET AND A CENTRAL ANGLE OF 12°43'03"; THENCE RUN
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.22 FEET
(CHORD BEARING = S28°20'52"W, CHORD = 7.20 FEET); THENCE RUN
89°35'48"W, A DISTANCE OF 465.14 FEET TO A POINT ON AFORESAID WEST
RIGHT OF WAY LINE OF YATES ROAD; THENCE RUN N00°01'33"E ALONG SAID
WEST RIGHT OF WAY LINE A DISTANCE OF 635.01 FEET TO THE POINT OF
BEGINNING.

CONTAINING 7.00 ACRES, MORE OR LESS.

AREA CALCULATIONS

PROPOSED RPUD AREA: 7.0 AC
PROPOSED PD RESIDENTIAL UNITS: 100
PROPOSED PD RESIDENTIAL DENSITY: 7.6

BUILDING STANDARDS

FRONT: 10 FT
SIDE: 10 FT
REAR: 25 FT

PD PERIMETER BUFFER: 10 FT
MIN. WETLAND BUFFER: 50 FT

OPEN SPACE: MIN. 20% OF GROSS ACREAGE

MAX. BUILDING HEIGHT: 50 FT (4-STORIES)
MIN. FLOOR AREA: TBD

PROPOSED 24' ROADS - (2) 12' TRAVEL LANES (TYP.) REQUIRED BY CITY CODE

OFF-STREET PARKING

REQUIRED PARKING:
MULTIPLE FAMILY HOUSING DEVELOPMENTS: 1 SPACE PER UNIT.

10 SPACES TO BE DESIGNATED FOR STAFF.

PARKING REQUIRED FOR RESOURCE CENTER: 1 SPACE PER 200 SF.

PHASING

THIS PROJECT MAY BE CONSTRUCTED IN MULTIPLE PHASES

ADDITIONAL NOTES:

- ACCESS POINTS TO BE DETERMINED AT SITE PLAN DESIGN PHASE
- THE PROPOSED HOUSING WILL BE AGE-RESTRICTED.
- THE SERVICE CENTER IS PROPOSED TO BE 10,000 SQ. FT. OF PUBLIC SERVICES INCLUDING MEDICAL & DENTAL SERVICES, CLOTHING, HOTEL VOUCHERS, AND OTHER SERVICES.
- THE PROPOSED SERVICE CENTER WILL NOT OFFER OVERNIGHT STAYS.

UTILITY PROVIDERS

POTABLE WATER
TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD.
KISSIMMEE, FL 34741

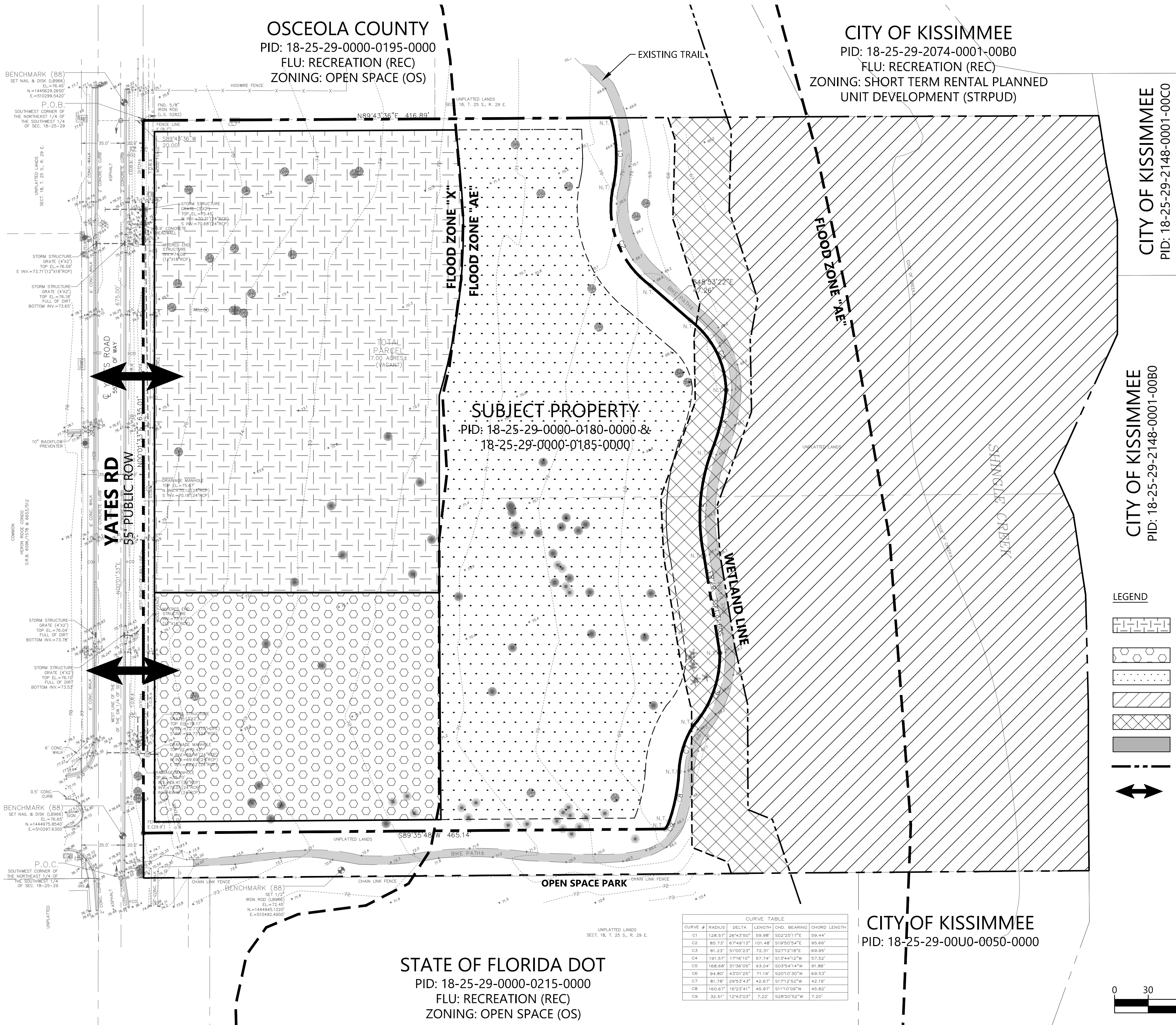
SANITARY SEWER
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777

WASTE DISPOSAL
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777
RECLAIM WATER
TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD.
KISSIMMEE, FL 34741

ELECTRIC SERVICE
KISSIMMEE UTILITY AUTHORITY
1701 W. CARROLL ST.
KISSIMMEE, FL 34741
PH. 407.933.7777

PHONE PROVIDER
AT&T
1227 S. DIVISION AVE.
ORLANDO, FL 34805
PH. 407.351.7100

CABLE PROVIDER
SPECTRUM NETWORKS
100 GORDON ST.
SANFORD, FL 32771
PH. 321.805.3081



4767 New Broad Street,
Orlando, FL 32814
Ph. 407.202.8387

Yates Road Senior Housing & Service Center
Planned Unit Development

KISSIMMEE, FL

Eric Raasch, AICP

NO.	DATE	DESCRIPTION	BY	CHK	LM	ER	APV
	06/18/25	PUD Submittal					

PROJECT NUMBER

240160

DRAWING NAME

MASTER SITE PLAN

DRAWING NUMBER

PUD-0.1



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

Parcel: 18-25-29-0000-0180-0000

Owner Information

Owner Name OSCEOLA COUNTY

Mailing Address ATTN: REAL ESTATE MANAGEMENT DEPT
1 COURTHOUSE SQ STE 3100
KISSIMMEE, FL 34741

Physical Address 2001 YATES RD, KISSIMMEE FL 34746

Description COUNTY-IMP

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 01/28/2025, which are subject to change prior to certification

Land	\$232,000
AG Benefit	\$0
Extra Features	\$1,200
Buildings	\$57,100
Appraised(just)	\$290,300
Assessed(estimated)	\$282,920
Exemption(estimated)	\$282,920
Taxable(estimated)	\$0

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

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/04/2023

Land	\$185,600
AG Benefit	\$0
Extra Features	\$1,200
Buildings	\$57,100
Appraised(just)	\$243,900
Assessed*	\$243,900
Exemption	\$243,900
Taxable	\$0

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	3858-1995	\$0	2009-07-02	QC
1	3858-1996	\$965,000	2009-07-02	WD
2	3858-2000	\$0	2009-07-02	QC
3	3686-2331	\$0	2008-05-05	OR
4		\$0	2008-03-22	DC
5	0932-0565	\$0	1989-08-04	QC

Land Information - Total Acreage: 6.63

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	6.63	0.00	AC	\$232,100

Extra Features

Extra Feature	Units	Year Built	Feature Value
PREFABRICATED SHED AVERAGE	100	1989	\$300
PREFABRICATED SHED AVERAGE	120	1988	\$360
CARPORT UNFINISHED FAIR	192	1982	\$326
PREFABRICATED SHED AVERAGE	80	1992	\$240

Building Information**Building 1**

Description	MOBILE HOME	Bedrooms	3
Year Built	1990	Bathrooms	2
Value	\$57,100	Fixtures	
Actual Area	924	Roof Cover	1 CORRUGATED METAL
Heated Area	924	Exterior Wall	(1.00) 5 SIDING AVERAGE

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1990	924
METAL PORCH FINISHED	MPF	1990	160
CABANA UNFINISHED	CAU	2000	240

Legal Description

Legal Description	N1/2 OF: BEG AT SW COR OF NE 1/4 OF SW 1/4, N 672 FT, E TO SHINGLE CREEK, S ALONG SHINGLE CREEK TO S/L OF SAID QUARTER, W TO POB
--------------------------	--

Building 1 Property Photo



18-25-29-0000-0180-0000 11/01/2007

ITEM 5.A

Public Hearing - Pain Management License for Avita Pharmacy at 1080 Kevstin Dr., Suite B

Request

Approval of a Pain Management License for Avita Pharmacy located at 1080 Kevstin Dr., Suite B.

Explanation

The City adopted the Pain Management License Ordinance at the June 26, 2012 City Commission meeting. The Ordinance included exemptions to the license requirement for pharmacies that meet any one of the exemption criteria. If a pharmacy does not meet any of the exemptions, a pain management license is required to prescribe or dispense any Schedule II controlled substances.

Avita Pharmacy requests approval of a pain management license (CU-25-0010) for its pharmacy business located at 1080 Kevstin Dr., Suite B. The Development Review Committee (DRC) review of the license confirmed that the pharmacy use is a permitted use under the property's Mixed Use Urban Corridor (T5-U) Zoning designation. The staff recommendation for approval include the general conditions established from the Ordinance.

FINDINGS AND REASONS:

1. Compliance with Chapter 10, Article VIII of the City's Code of Ordinances for Pain Management Establishments and Pharmacies.
2. Compliance with the review criteria for pain management licenses in Section 10-464 of the Pain Management Establishments and Pharmacies Ordinance.
3. Compliance with the allowable uses as outlined in Table 5-1, Section 14-5-6A of the Land Development Code as pharmacies are allowed within the T5-U Zoning District.
4. Compliance with Comprehensive Plan Future Land Use Element Policy 1.2.9.3, the Mixed Use Vine (MU-V) Future Land Use designation. The MU-V Future Land Use Land use designation facilitates diverse housing options, retail, and land professional offices.

Recommendation

Approval of a Pain Management License for Viva Pharmacy, subject to conditions.

The Development Review Committee (DRC) recommended approval on September 2, 2025, subject to conditions.

CONDITIONS:

1. A criminal background check of all owners, operators, or any other party with a proprietary interest in the establishment is required in order to provide assurances that such persons have no criminal convictions, including, but not limited to, convictions under F.S. Ch. 893, within the last 10 years.
2. The pharmacy shall only dispense any Schedule II substances, as defined in Section 10-408 of the Pain Management Ordinance, between the hours of 9:00 a.m. to 7:00 p.m.
3. Each pain management clinic or pharmacy shall be registered separately for each location within the City regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy.

4. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy.
5. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only.
6. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of Schedule II substances except for insurance co-pays, coinsurance, or deductibles.
7. The pharmacy shall have a state licensed pharmacist physically on-premises at all times during all hours of operation.
8. The pharmacy shall post a copy of all licensed pharmacists' licenses.
9. The pharmacy shall require a valid state/federal photo identification or passport to identify the patient or, in the case of a minor, parent or legal guardian's similar identification, prior to the dispensing of any Schedule II substances.
10. The pharmacy shall not dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state of Florida. For any patient whose valid identification is outside the state, the pharmacy shall not dispense more than a 72-hour supply of any Schedule II substances.
11. A pharmacy may also dispense up to a 30-day supply of any Schedule II substances provided the patient presents a valid photo identification and a utility bill that is not older than 3 months, that is in the name of the patient or patient's spouse and that shows a city address.
12. The pharmacy shall maintain a legible copy of the prescriptions for Schedule II substances as defined by Section 10-408 of the Pain Management Ordinance, the patient's photo identification for each prescription dispensed or delivered, and the utility bill, if applicable. The records must be maintained for a minimum of 2 years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by F.S. § 893.07, for a minimum of 2 years.
13. The delivery, including mail order delivery, of all Schedule II substances shall be prohibited except to any facility licensed under F.S. Ch. 400 or 429; any address located within the City boundaries and listed on the patient's valid photo identification; or an address listed within the City boundaries on the utility bill for the patient or the patient's spouse, if applicable.
14. Provide a monthly summary report to the Kissimmee Police Department for all Schedule II substances, as defined in Section 10-408 of the Pain Management Ordinance, that have been dispensed by this facility. The monthly report shall be provided by the 7th day of each month for the previous month.
15. The pain medication license shall be issued for a period of 1 year. This license must be renewed annually, subject to a \$200 fee, and approved by the City Manager or designee. The amount of the renewal fee may be modified by resolution of the City Commission after a public hearing.
16. A pain management license shall not be transferable. Any change in ownership shall require the new owner to reapply for a new license prior to prescribing, storing or dispensing Schedule II substances.
17. If, at any time, the City Manager or designee determines that any pain medication license holder has failed to comply with any applicable conditions of its license, or is operating in a manner harmful to the public health, safety or welfare and not in compliance with the terms of this chapter, the City Manager may place on the City Commission public hearing agenda an item to determine whether the pain medication license should be revoked. The City Manager or designee shall prepare a report with analysis showing the noncompliance.

REQUESTED CITY COMMISSION ACTION:

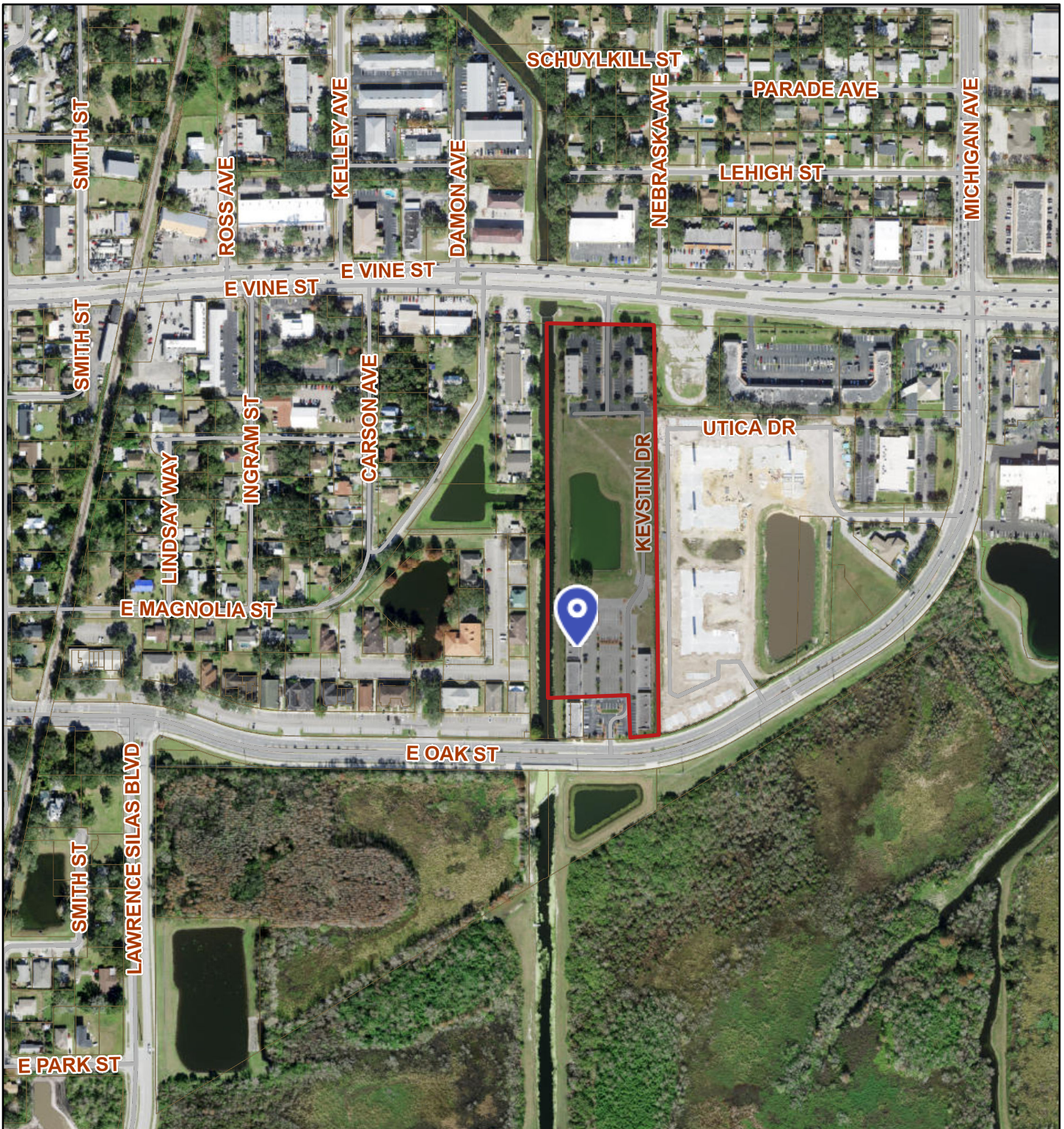
Approve w/Conditions

Department: Development Services

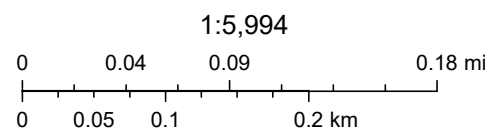
Presenter: Brenda Ryan

Attachment(s):

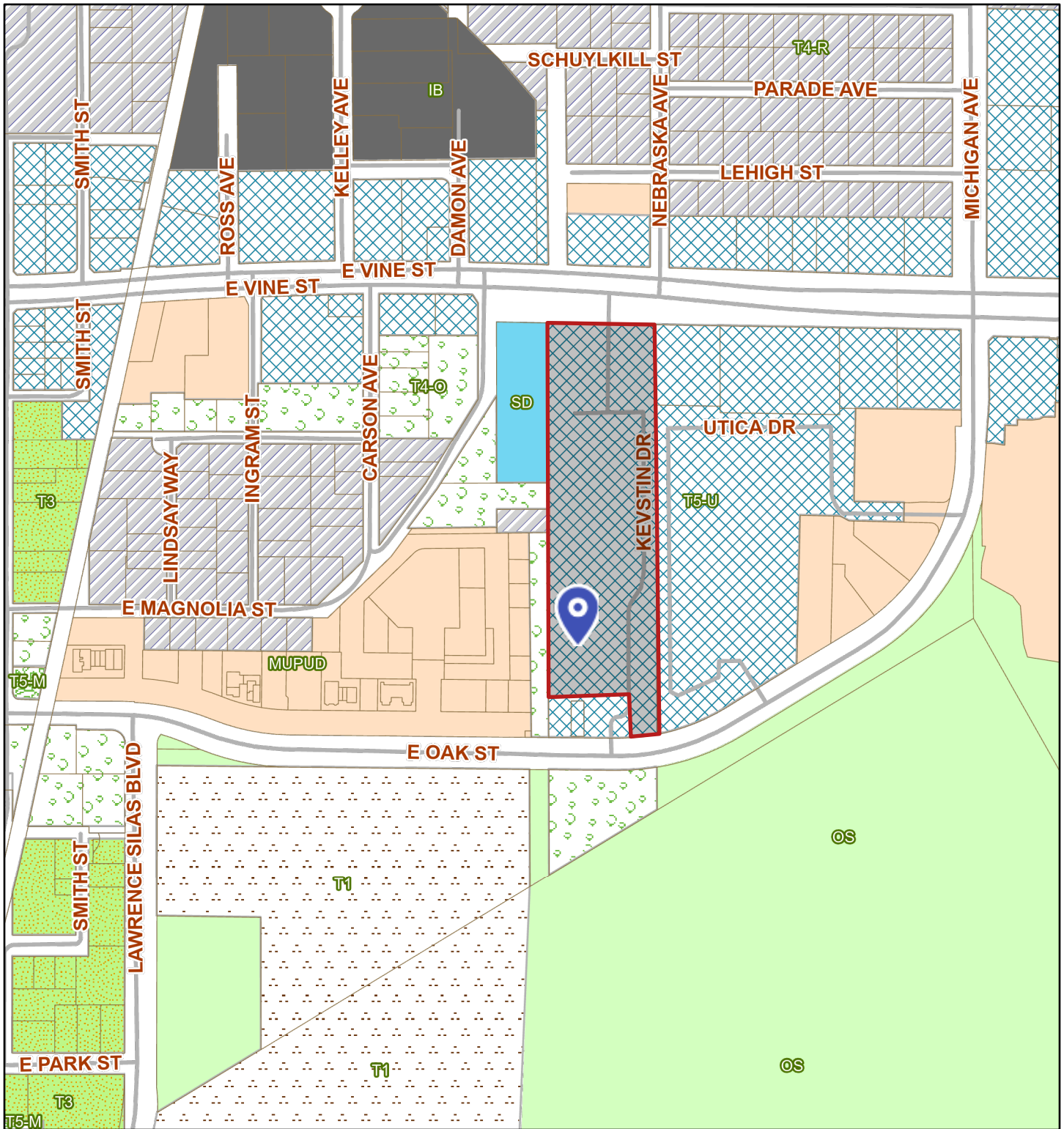
1. CU-25-0010 Aerial Map
2. CU-25-0010 Vicinity Map
3. CU-25-0010 Planning Conditions & Pain Mgt. Ordinance
4. CU-25-0010 Supporting Documents
5. City Commission Ad - Avita Pharmacy



November 7, 2025



State of Florida, Vantor



Legend

City Limits

Zoning District

- AC (Agricultural Conservation)
- AI (Airport Industrial)
- AO (Airport Operations)
- B-2 (Neighborhood Commercial)
- B-3 (General Commercial)
- B-5 (Office Commercial)
- BP (Business Park)
- CF (Community Facility)
- HC (Highway Commercial)
- HF (Hospital Facility)

- IB (Industrial Business)
- MH (Mobile Home 6,000 sqft)
- MHP (Mobile Home Park)
- MUPUD (Mixed Use Planned Unit Development)
- OS (Open Space)
- RA-1 (Single Family Residential)
- RA-2 (Single Family Residential)
- RA-3 (Single Family Residential)
- RA-4 (Single Family Residential)
- RB-1 (Medium Density Residential)
- RB-2 (Medium Density Residential - Office)
- RC-1 (Multiple Family Medium Density Residential)
- RC-2 (Multiple Family High Density Residential)

- RE (Residential Estate)
- RPB (Residential Professional Business)
- RPUD (Residential Planned Unit Development)
- SRPUD (Short Term Rental Planned Unit Development)
- UT (Utilities)
- SD (Special District)
- T1 (Natural)
- T3 (Edge)
- T4-O (Neighborhood Open)
- T4-R (Neighborhood Restricted)
- T5-M (Mixed-Use Center)
- T5-U (Mixed-Use Urban Core)
- T6 (Waterfront)



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

ADDRESS: 1080 Kevstin, Suite B

DATE: 8/30/2024

PLAN NUMBER: CU-25-0010

PROJECT NAME: Pain Management License - Pharmacy

REVIEW VERSION NUMBER: V1

**Review Status:
APPROVED WITH CONDITIONS.**

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

1. Approval of a pain management license for Avita Drugs, LLC Pharmacy at 1080 Kevstin Drive Suite B only.
2. Prior to moving this pain management license to City Commission for final approval, update the 911 Address notification form to reflect that the pharmacy is located at 1080 Kevstin, Suite B. The form included with the application reflects 1110 Kevstin Drive.
3. The staff recommendation for the Pain Management License for this pharmacy will be subject to the conditions and standards in City's Pain Management Establishments and Pharmacies Article VIII, Chapter 10, Businesses and Business Regulations, Part II, Code of Ordinances, Sections 10-464 through Section 10-466, which is attached as reference.

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

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

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

Sec. 10-464. - Review criteria for pain medication licenses.

An application for a pain medication license shall be submitted to the city manager or his designee. The development review committee shall review the application, based on the criteria of this article and consistency of the application with the public health, safety, and welfare of the city, and shall make a recommendation to the city manager or his designee. The city manager or his designee shall prepare a report to the city commission recommending approval, approval with conditions, or denial, based upon the following criteria:

- (1) The amount and degree of law enforcement activities generated by the operation of any such establishment, by previous similar establishments in the same location or at any location involving any of the same owners or operators. Consideration will be given as to whether the calls are initiated by the pain medication license holder and what efforts have been taken to reduce unlawful activity at establishments owned or operated by the applicant;
- (2) A criminal background check of all owners or operators or any other party with a proprietary interest in such establishment shall be conducted in order to provide assurances that such persons have no criminal convictions, including, but not limited to, convictions under F.S. ch. 893, within the last ten years;
- (3) The adverse effects of prescribing, storing, and/or dispensing Schedule II substances shall not place an undue burden on the nearby properties in proximity to the establishment, especially with respect to patron activities and effects of noise, traffic, parking, and vehicular use; and
- (4) The amount and degree of security measures in place, including, but not limited to, impact resistant glass, exterior lighting, security cameras, video recordings, alarm and panic system, Crime prevention through environmental design ("CPTED") standards, principals, and signage.

(Code 1995, § 5-13-5; Ord. No. 2828, 6-26-2012)

Sec. 10-465. - Mandatory conditions for pain medication license.

All pain medication licenses shall require compliance with the following conditions:

- (1) During all hours of operation, the pain management clinic or pharmacy shall comply with the following conditions:
 - a. Each pain management clinic or pharmacy shall be registered separately for each location within the city regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy;
 - b. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy;

- c. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only;
 - d. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of Schedule II substances except for insurance co-pays, coinsurance, or deductibles; and
 - e. Such other conditions as the city commission determines are reasonably related to the public health, safety and welfare.
- (2) Pharmacies. During all hours of operation, the pharmacy shall comply with the following conditions:
- a. The pharmacy shall have a state licensed pharmacist physically on-premises at all times during all hours of operation;
 - b. The pharmacy shall post a copy of all licensed pharmacists' licenses;
 - c. The pharmacy shall require a valid state or federal photo identification, or passport, to identify the patient or, in the case of a minor, his parent or legal guardian's similar identification, prior to the dispensing of any Schedule II substances;
 - d. The pharmacy shall only dispense any Schedule II substances as defined in section 10-408 between the hours of 9:00 a.m. to 7:00 p.m.;
 - e. The pharmacy shall not dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state. For any patient whose valid identification is outside the state, the pharmacy shall not dispense more than a 72-hour supply of any Schedule II substance except that a pharmacy may dispense up to a 30-day supply of any Schedule II substance provided the patient presents a valid photo identification, in accordance with this section, and a utility bill that is not older than three months, that is in the name of the patient or the patient's spouse, and that shows a city address;
 - f. The pharmacy shall maintain a legible copy of the prescription for Schedule II substances as defined by section 10-408, the patient's photo identification for each prescription dispensed or delivered, and the utility bill, if applicable. The records must be maintained for a minimum of two years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by F.S. § 893.07, for a minimum of two years;
 - g. The delivery, including mail order delivery, of all Schedule II substances shall be prohibited except:
 - 1. To any facility licensed under F.S. ch. 400 or 429;
 - 2. While fully complying with this article to any address located within the city boundaries and listed on the patient's valid photo identification; or

3. While fully complying with this article to the address listed within the city boundaries on the utility bill for the patient or the patient's spouse, if applicable;
- h. Provide a monthly summary report to the police department for all Schedule II substances as defined in section 10-408 that have been dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:
 1. A list of all physicians that have prescribed Schedule II substances and the business address of the prescribing physician;
 2. The number of prescriptions written by each physician or physician's office;
 3. The number of prescriptions associated with each type of Schedule II substances;
 4. Certification from the applicant that the pain management clinic or pharmacy is in compliance with all provisions of the pain medication license; and
 5. A current listing of all suppliers/wholesalers for all Schedule II substances.
- (3) Pain management clinics. During all hours of operation, the pain management clinic shall comply with the following conditions:
 - a. The pain management clinic shall only operate between the hours of 9:00 a.m. to 6:00 p.m.;
 - b. Prior to prescribing or dispensing any Schedule II substances, the licensed physician shall perform a physical examination of a patient on the same day at the same location that he dispenses or prescribes any Schedule II substance. The physical exam shall be performed by the licensed physician and shall not be performed by a nurse or physician's assistant. A written report of the physical examination shall be placed in the patient record;
 - c. The physician shall require a valid state or federal photo identification, or passport, to identify the patient or, in the case of a minor, his parent or legal guardian's similar identification, prior to the prescribing or dispensing of any Schedule II substances;
 - d. A physician shall not prescribe or dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state. For any patient whose valid identification is outside the state, the physician shall not prescribe or dispense more than a 72-hour supply of any Schedule II substance except that a physician may prescribe or dispense up to a 30-day supply of any Schedule II substance provided the patient presents:
 1. A valid photo identification in accordance with this section; and
 2. A utility bill that is not older than three months, that is in the name of the patient or the patient's spouse, and that shows a city address;

e.

The physician shall maintain a legible copy of the prescription for Schedule II substances as defined by section 10-408, the patient's photo identification for each prescription, and the utility bill required by this section, if applicable. The records must be maintained for a minimum of two years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by law, for a minimum of two years;

- f. Each prescription must be clearly documented in the patient record. All written prescriptions must include the name, address, substance name, amount prescribed, and detailed instructions;
- g. The pain management clinic shall establish and submit to the city as part of the pain medication license application written policies and procedures governing the management of pain that are reviewed every year and revised more frequently as needed. The written policies and procedures shall include at least the following:
 - 1. A written procedure for systematically conducting periodic assessment of patient's pain;
 - 2. Criteria for the assessment of pain, including, but not limited to, pain intensity or severity, pain character, pain frequency or pattern, or both; pain location, pain duration, precipitating factors, responses to treatment and the personal, cultural, spiritual, and/or ethnic benefits that may impact an individual's perception of pain;
 - 3. A written procedure for the monitoring of a patient's pain;
 - 4. A written procedure to ensure the consistency of pain rating scales across the pain management clinic;
 - 5. Requirements for documentation of a patient's pain status on the medical record;
 - 6. A procedure for educating patients and, if applicable, their families about pain management when identified as part of their treatment;
 - 7. A written procedure for systematically coordinating and updating the pain treatment plan of patient in response to documented pain status;
 - 8. Whether or not the pain management clinic requires patients to enter into a narcotic medication agreement, and, if so, whether the agreement addresses the risks associated with taking Schedule II substances; requirements for the patient to use one pharmacy to fill all Schedule II prescriptions; a requirement that the patient not utilize illegal or illicit drugs or obtain additional prescriptions for Schedule II substances; a requirement that prescriptions not be transferred, shared, traded or sold; authorization for the pain management clinic to contact other physicians and pharmacies to validate compliance; indicators of patient misuse, abuse or diversion

that may result in noncompliance or violation of the agreement; and the consequences for noncompliance or violation of the agreement, including, but not limited to, patient authorization for referral to law enforcement; and

9. Whether or not the physician requires random drug screening.

(4) Each pain management clinic shall develop, revise as necessary and implement a written plan for the purpose of annual training and educating staff on pain management policies and procedures. The plan shall be submitted and reviewed as part of the application for pain medication license. The plan shall include mandatory educational programs that address at least the following:

- a. Orientation of new staff to the pain management clinic's policies and procedures on pain management;
- b. Training of non-clerical staff on the dangers of prescription drug diversion, the signs of misuse and abuse, and the importance of patient compliance with prescribed regimens;
- c. Patient rights; and
- d. Implementation of the plan shall include records of attendance of each program for each member of the pain management clinic's staff.

(5) Provide a monthly summary report to the police department for all Schedule II substances as defined in section 10-408 that have been prescribed or dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:

- a. List of all physicians that have prescribed Schedule II substances, with their business addresses;
- b. The number of prescriptions written by each physician or physician's office; and
- c. The number of prescriptions associated with each type of Schedule II substances.

(Code 1995, § 5-13-6; Ord. No. 2828, 6-26-2012)

Sec. 10-466. - Issuance, revocation, and renewal of pain medication license.

(a) *Approval and issuance.* Following consideration of the application for a pain medication license by the development review committee, the committee shall forward its recommendation for approval, denial, or conditional approval of the license to the city manager or his designee and the city manager or his designee shall place the application, with recommendations, on the next available city commission agenda, for public hearing. Upon approval or conditional approval of an application for a pain management license by the city commission, based on the criteria of this article, the pain medication license shall be issued, for a period of one year.

(b) *Revocation, suspension, or imposition of additional conditions and/or restrictions.*

- (1) If, at any time, the city manager or his designee determines that any pain medication license holder has failed to comply with any applicable conditions of its license, or is operating in a manner harmful to the public health, safety or welfare and not in compliance with the terms of this chapter he may place on the city commission public hearing agenda an item to determine whether the pain medication license should be revoked. The city manager or his designee shall prepare a report with analysis showing the compliance or noncompliance with the following criteria:
 - a. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not complied with all conditions imposed at the time of license issuance;
 - b. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not taken all reasonable precautions to discourage unlawful activity, including vandalism, crimes against property or persons, disturbances, loitering of patrons, narcotics use or distribution, excessive noise, vehicular use by impaired patrons, and illegal activity of any kind by employees, patrons or others associated with the establishment;
 - c. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not taken all reasonable efforts to prevent nuisances and/or criminal activity both inside and outside the establishment;
 - d. During the hours of operation, the pain medication license holder has or has not exceeded the number of occupants set by the city building and fire officials as the maximum capacity (persons) for the establishment; or
 - e. The pain medication license holder is in compliance with public health, safety or welfare.
- (2) The city manager or his designee, on the recommendation of the police chief, shall have the power to enter an order immediately revoking a pain medication license or suspending the operation of said facility.
- (3) Within 30 days of the suspension of the operation of the facility, as noted above, a public hearing on said revocation, suspension, or imposition of additional conditions shall be conducted in the manner described in division 2 of this article. The city commission will consider the matter de novo, and will determine whether the city manager or his designee was justified in revoking and/or suspending the pain medication license. The presumption of the correctness of the decision may be overcome by the license holder, upon a showing of competent substantial evidence that the finding of the city manager or his designee was not correct. The burden of proof will be on the applicant seeking the reinstatement of a revoked license.
- (4)

After consideration of the matter, the city commission may revoke or suspend the pain medication license or allow the licensee to continue operating with the prescribing or dispensing of Schedule II substances, subject to any reasonable additional conditions deemed necessary to mitigate or eliminate the adverse effects of such operation.

- (5) Should the pain medication license be revoked, no reapplication for a pain medication license by the owners or operators shall be considered for any location within a 24-month period following the date of final revocation. After the expiration of the 24-month period, a new application and corresponding fee must be submitted.
- (c) *Renewal of pain medication license.* Each pain medication license shall be required to be renewed no later than one year following the date of initial granting of the license. The annual renewal of any pain medication license shall be processed by the city manager or his designee and reviewed based upon the criteria of this article. If the city manager or his designee approves the renewal, the license shall be renewed upon payment of the nonrefundable annual fee in the amount of \$200.00 per registered address. The amount of the renewal fee may be modified by resolution of the city commission after a public hearing. If the city manager or his designee denies the renewal, the licensee shall have ten days from the date of the notice of denial to appeal the decision to the city commission in accordance with division 2 of this article. The notice of appeal shall be timely submitted to the city manager and the city shall schedule a public hearing within 30 days of the receipt of the notice. The city commission shall consider the appeal and make a decision with reasons stated using the provisions, terms and criteria set forth in this article. At the time of the requested license renewal, the city manager or his designee may, based on the criteria of section 10-463 recommend the imposition of additional conditions upon the pain medication licensee. If additional conditions are recommended by the city manager or his designee, the renewal shall be placed on the city commission agenda for public hearing on the proposed imposition of additional conditions, in accordance with division 2 of this article. If a license is non-renewed or the commission denies an appeal of the non-renewal, the owners and operators shall not be allowed to apply for a new pain medication license for a period of 24 months. In the event the city non-renews, revokes, or denies a pain medication license, the city reserves the right to contact the appropriate local, state and federal agencies for administrative or criminal action.
- (d) *Appeal procedure.* Appeal of any city commission decision regarding the issuance, suspension, revocation or non-renewal of pain medication license shall be to the circuit court, in the manner provided by state law. In accordance with state law, failure to appeal within 30 days of the rendition of the decision shall result in the applicant waiving his right to appeal.
- (e) *Transferability.* A pain management license shall not be transferable. Any change in ownership shall require the new owner to reapply for a new license prior to the prescribing, storing or dispensing of Schedule II substances.

(Code 1995, § 5-13-7; Ord. No. 2828, 6-26-2012)



DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

Important note: The Development Review process associated with this request (as outlined in the attached application) is intended to ensure that the request meets the requirements established in the City of Kissimmee Land Development Code and site development criteria for the City of Kissimmee, and other local, regional and state agencies. It is not intended to constitute approval of building construction or permits as required by external agencies.

Other processes, permits, authorizations, and/or fees may be required prior to construction of requested improvements. These may include, but are not limited to:

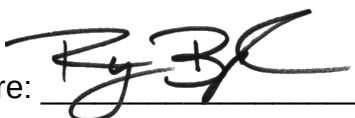
- ❖ Mobility/Impact Fees (Transportation, Water & Sewer, Recreation, School)
- ❖ Building permits and review fees
- ❖ Right-of-Way Utilization permits
- ❖ South Florida Water Management District (SFWMD) permits
- ❖ Utility permits and/or fees
- ❖ Federal Aviation Administration (FAA) authorizations
- ❖ Business Tax Receipts (BTRs)
- ❖ State Permits and/or Licenses
- ❖ Development Service Agreements (Toho Water Authority)
- ❖ Florida Department of Environmental Protection (FDEP) Permits
- ❖ NPDES Permits (Stormwater permitting)

The Agent of record and/or property owner for the attached request is responsible for coordinating with applicable agencies to ensure all requirements for the requested improvements have been met prior to construction.

Please read all information above and complete the lower portion of this disclaimer. This document must be signed by both agent and property owner and shall be included with the attached application. Failure to submit this form with the completed application will result in Staff finding the application to be insufficient for review and will delay your request.

Project Name: Avita Drugs Florida, LLC Pharmacy DRC#

I Certify that I have read the above and understand/acknowledge the information contained therein.

Agent Signature:  Date: 06/27/2025

Agent Name (Print): Ryan Boyle

Property Owner Signature: Date: 06/27/2025

Property Owner Name (Print): Victor Del Pilar Attorney -In-Fact



Affidavit

Mandatory Conditions for Operation of Non-Exempt Pharmacies City of Kissimmee Code of Ordinances, Section 5-13-6

The conditions below shall be adhered to by all licensed Non-exempt Pharmacies established after June 30, 2012. Note: These conditions shall be *in addition to* any conditions imposed by the City Commission upon approval of the Pharmacy License. This affidavit must be completed, signed, notarized and submitted with the Application for a Pain Medication License in order to be accepted.

All pain medication licenses shall require compliance with the following conditions:

1. Each pain management clinic or pharmacy shall be registered separately for each location within the City regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy;
2. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy;
3. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only;
4. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of schedule II substances except for insurance co- pays, coinsurance, or deductibles; and
5. Such other conditions as the City Commission determines are reasonably related to the public health, safety and welfare.

Licensed pharmacies shall comply with the following conditions in addition to those outlined above:

1. The pharmacy shall have a State of Florida licensed pharmacist physically on premises at all times during all hours of operation;
2. The pharmacy shall post a copy of all licensed pharmacists' licenses.

3. The pharmacy shall require a valid State or Federal photo identification, or passport, to identify the patient or, in the case of a minor, his/ her parent or legal guardian's similar identification, prior to the dispensing of any schedule II substances;
4. The pharmacy shall only dispense any schedule II substances as defined in Section 5-13-2 between the hours of 9: 00 a.m. to 7: 00 p.m.;
5. The pharmacy shall not dispense more than a thirty (30) day supply of any schedule II substance provided the patient's valid identification is from the State of Florida. For any patient whose valid identification is outside the State of Florida, the pharmacy shall not dispense more than a seventy two (72) hour supply of any schedule II substance except that a pharmacy may dispense up to a thirty (30) day supply of any schedule II substance provided the patient presents a valid photo identification, in accordance with this section, and a utility bill that is not older three (3) months, that is in the name of the patient or the patient' s spouse, and that shows a City of Kissimmee address.
6. The pharmacy shall maintain a legible copy of the prescription for schedule II substances as defined by section 5-13-2 the patient's photo identification for each prescription dispensed or delivered; and the utility bill, if applicable. The records must be maintained for a minimum of two (2) years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by Section 893. 07, Florida Statutes, for a minimum of two (2) years;
7. The delivery, including mail order delivery, of all schedule II substances shall be prohibited except (i) to any facility licensed under Florida Statutes Chapters 400 or 429, or (ii) while fully complying with this Article to any address located within the Kissimmee City boundaries and listed on the patient's valid photo identification, or (iii) while fully complying with this Article to the address listed within the Kissimmee City boundaries on the utility bill for the patient or the patient' s spouse, if applicable;
8. Provide a monthly summary report to the Police Department for all schedule II substances as defined in section 5-13-2 that have been dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:
 - a) A list of all physicians that have prescribed schedule II substances and the business address of the prescribing physician;
 - b) The number of prescriptions written by each physician or physicians' office;
 - c) The number of prescriptions associated with each type of schedule II substances;
 - d) Certification from the applicant that the pain management clinic or pharmacy is in compliance with all provisions of the pain medication license; and,
 - e) A current listing of all suppliers/ wholesalers for all schedule II substances.

AFFIDAVIT OF AGREEMENT

I have read the above mandatory conditions for Non-exempt Pharmacies. I clearly understand these conditions must be adhered to at all times during the operation of the business licensed at the address below. I am also aware of my responsibilities for the operation of a pharmacy on the property. I further understand that any violation of this affidavit and/or other conditions imposed by the City of Kissimmee for the operation of the business licensed at the address contained in this affidavit may result in code enforcement action and/or revocation of the license to operate said facility.

Applicant Name: Michael Yount (CEO)

Business Name: Avita Drugs Florida, LLC d/b/a Avita Pharmacy 1047

Business Address: 1110 Kevstin Dr. Kissimmee, FL 34744 Suite:

Signature of Applicant:  Date: 6/13/25

NOTARY PUBLIC INFORMATION:

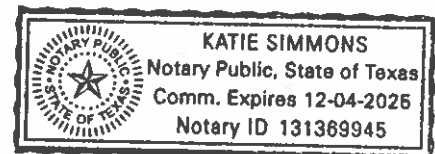
STATE OF FLORIDA

State of Texas

The forgoing instrument was acknowledged before me this 13 day of June, 2025 by Michael Yount
(Name of person acknowledging). He/she is personally known to me or has produced
(type of identification) personally known
as identification.


Notary Public State of Florida at Large Texas

My Commission Expires: 12/4/25





ADDRESS NOTIFICATION

Osceola County Sheriff's Office

911 Addressing

1 Courthouse Square, Suite 1100, Kissimmee, FL 34741

Phone: (407) 742-5911 Fax: (407) 742-5912

911Addressing@osceolasheriff.org

Tax Parcel #R 22 / 25 / 29 / 00U0 / 0015 / 0000

Property owner of record:

Oak Street Project LLC

Address issued for:

Professional Service Bldg-Medical,Dental / Avita Drugs Florida LLC

Please check all boxes that apply:

☒ Verification of Existing

☐ Form Updated

☐ New Issue

☐ Change of Address

Applicant's name: Ryan Boyle

Phone #: 225-236-1538

Cell #: _____

Email: ryan.boyle@avitacaresolutions.com

Applicant's Signature _____

FOR COUNTY 911 USE:

Current address in use: 1080 Kevstin Dr, Unit B, Kissimmee FL 34744

New issued address: N/A

Comments: Existing Address Verification

Date: 9/2/25

Issued By: _____

Nancy Cancel

Please notify the Post Office if this is a newly issued address.
County Ordinance 04-47 requires the posting of your address.

RESIDENTIAL: Must be no less than 4 inches in height and ½ inch in width.
COMMERCIAL: Must be no less than 6 inches in height and ½ inch in width.

(SEE ORDINANCE NEXT PAGE FOR PROPER POSTING OF BUILDING NUMBER(S))

ADR #: _____

Retain this Copy for your Records

Order ID: 7894833

* Agency Commission not included

GROSS PRICE * : **\$193.17**

PACKAGE NAME: Public Hearing/Bid/Misc_Legal

Order ID: 7894833

* Agency Commission not included

GROSS PRICE * : \$193.17

PACKAGE NAME: Public Hearing/Bid/Misc_Legal

Product(s): Orlando Sentinel, Affidavit, Floridapublicnotices.com, Classifieds.OS.com_Legals

AdSize(s): 1 Column

Run Date(s): Wednesday, November 12, 2025

Zone: Full Run

Color Spec. B/W

Preview

**NOTICE OF PUBLIC HEARING CITY
COMMISSION**

The City Commission will hold a Public Hearing on Tuesday, November 18, 2025 at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida 34741 to consider a Pain Management License for Viva Pharmacy.

The subject property is located at 1080 Kevstin Dr., Suite B. Parcel ID: 22-25-29-00U0-0015-0000

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person. Any questions regarding this public hearing may be directed to the Development Services Department at (407) 518-2140 or at planning@kissimmee.gov .

Avita Pharmacy
CITYCOMMISSION
KISSIMMEE, FLORIDA

In accordance with Florida Statutes 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk 847-2821 #2309 prior to the meeting. (FS 286.26)

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

11/12/2025 7894833

ITEM 5.B

Public Hearing - Pain Management License for Kissimmee Pharmacy at 905 W Oak St.

Request

Approval of a Pain Management License for Kissimmee Pharmacy at 905 W Oak St.

Explanation

The City adopted the Pain Management License Ordinance at the June 26, 2012 City Commission meeting. The Ordinance included exemptions to the license requirement for pharmacies that meet any one of the exemption criteria. If a pharmacy does not meet any of the exemptions, a pain management license is required to prescribe or dispense any Schedule II controlled substances.

Kissimmee Pharmacy requests approval of a pain management license (CU-24-0021) for its business located at 905 W Oak St. The Development Review Committee (DRC) review of the license confirmed that the pharmacy use is a permitted use under the property's Mixed Use Center (T5-M) Zoning designation. The staff recommendation for approval include the general conditions established from the Ordinance.

FINDINGS AND REASONS:

1. Compliance with Chapter 10, Article VIII of the City's Code of Ordinances for Pain Management Establishments and Pharmacies.
2. Compliance with the review criteria for pain management licenses in Section 10-464 of the Pain Management Establishments and Pharmacies Ordinance.
3. Compliance with the allowable uses as outlined in Table 5-1, Section 14-5-6A of the Land Development Code as pharmacies are allowed within the T5-M Zoning District.
4. Compliance with Comprehensive Plan Future Land Use Element Policy 1.2.9.3, the Mixed Use Vine (MU-V) Future Land Use designation. The MU-V Future Land Use Land use designation facilitates diverse housing options, retail, and land professional offices.

Recommendation

Approval of a Pain Management License for Kissimmee Pharmacy, subject to conditions.

The Development Review Committee (DRC) recommended approval on November, 4, 2025, subject to conditions.

CONDITIONS:

1. A criminal background check of all owners, operators, or any other party with a proprietary interest in the establishment is required in order to provide assurances that such persons have no criminal convictions, including, but not limited to, convictions under F.S. Ch. 893, within the last 10 years.
2. The pharmacy shall only dispense any Schedule II substances, as defined in Section 10-408 of the Pain Management Ordinance, between the hours of 9:00 a.m. to 7:00 p.m.
3. Each pain management clinic or pharmacy shall be registered separately for each location within the City regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy.

4. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy.
5. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only.
6. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of Schedule II substances except for insurance co-pays, coinsurance, or deductibles.
7. The pharmacy shall have a state licensed pharmacist physically on-premises at all times during all hours of operation.
8. The pharmacy shall post a copy of all licensed pharmacists' licenses.
9. The pharmacy shall require a valid state/federal photo identification or passport to identify the patient or, in the case of a minor, parent or legal guardian's similar identification, prior to the dispensing of any Schedule II substances.
10. The pharmacy shall not dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state of Florida. For any patient whose valid identification is outside the state, the pharmacy shall not dispense more than a 72-hour supply of any Schedule II substances.
11. A pharmacy may also dispense up to a 30-day supply of any Schedule II substances provided the patient presents a valid photo identification and a utility bill that is not older than 3 months, that is in the name of the patient or patient's spouse and that shows a city address.
12. The pharmacy shall maintain a legible copy of the prescriptions for Schedule II substances as defined by Section 10-408 of the Pain Management Ordinance, the patient's photo identification for each prescription dispensed or delivered, and the utility bill, if applicable. The records must be maintained for a minimum of 2 years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by F.S. § 893.07, for a minimum of 2 years.
13. The delivery, including mail order delivery, of all Schedule II substances shall be prohibited except to any facility licensed under F.S. Ch. 400 or 429; any address located within the City boundaries and listed on the patient's valid photo identification; or an address listed within the City boundaries on the utility bill for the patient or the patient's spouse, if applicable.
14. Provide a monthly summary report to the Kissimmee Police Department for all Schedule II substances, as defined in Section 10-408 of the Pain Management Ordinance, that have been dispensed by this facility. The monthly report shall be provided by the 7th day of each month for the previous month.
15. The pain medication license shall be issued for a period of 1 year. This license must be renewed annually, subject to a \$200 fee, and approved by the City Manager or designee. The amount of the renewal fee may be modified by resolution of the City Commission after a public hearing.
16. A pain management license shall not be transferable. Any change in ownership shall require the new owner to reapply for a new license prior to prescribing, storing or dispensing Schedule II substances.
17. If, at any time, the City Manager or designee determines that any pain medication license holder has failed to comply with any applicable conditions of its license, or is operating in a manner harmful to the public health, safety or welfare and not in compliance with the terms of this chapter, the City Manager may place on the City Commission public hearing agenda an item to determine whether the pain medication license should be revoked. The City Manager or designee shall prepare a report with analysis showing the noncompliance.

REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions

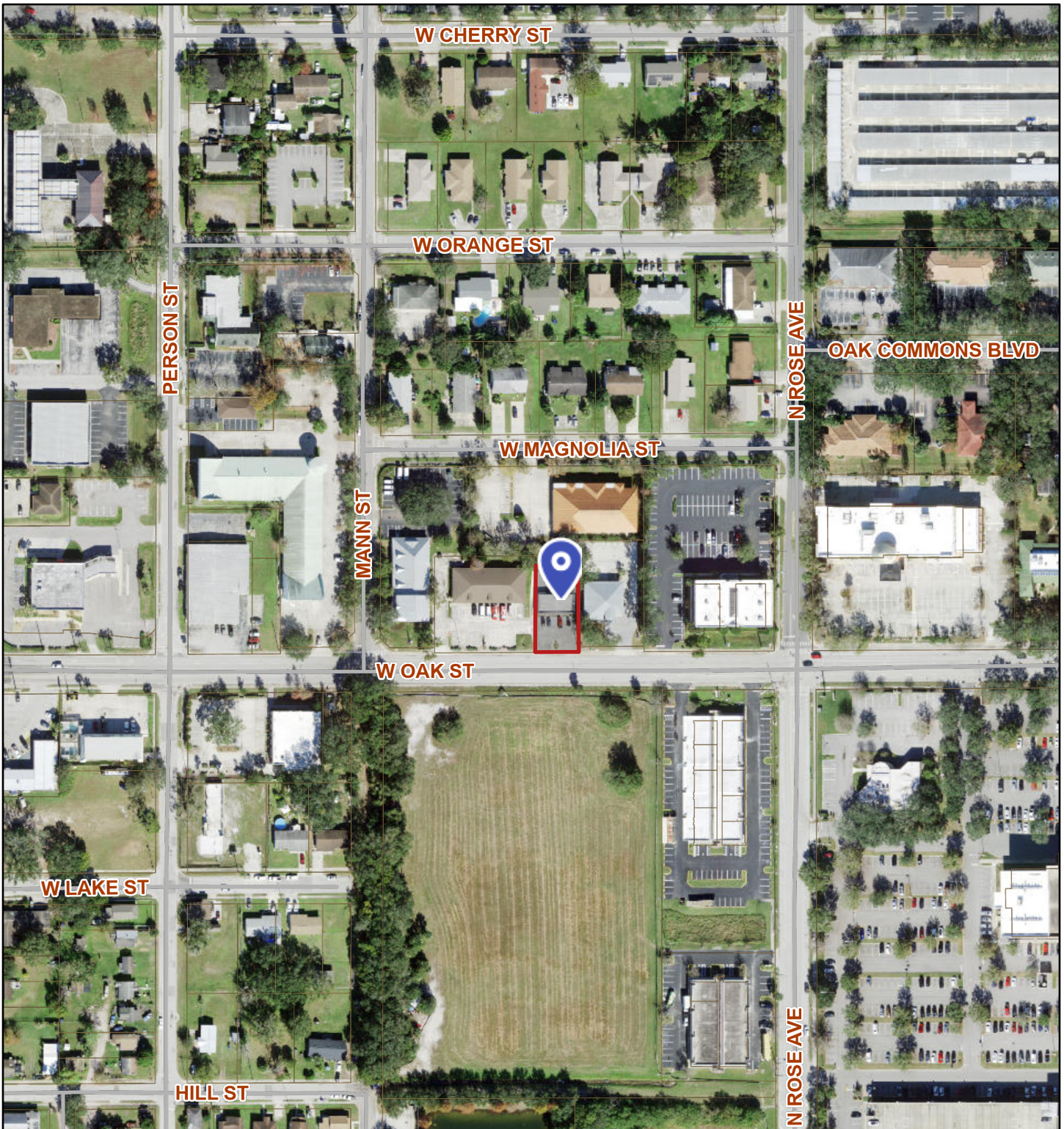
Department: Development Services

Presenter: Brenda Ryan

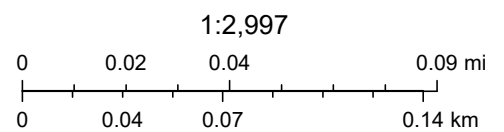
Attachment(s):

1. CU-25-0021 Aerial Map
2. CU-25-0021 Vicinity Map
3. CU-25-0021 Planning Conditions & Pain Mgt. Ordinance
4. CU-25-0021 Supporting Documents
5. City Commission Ad - Kissimmee Pharmacy

Kissimmee Pharmacy
905 W Oak St.
Pain Management License

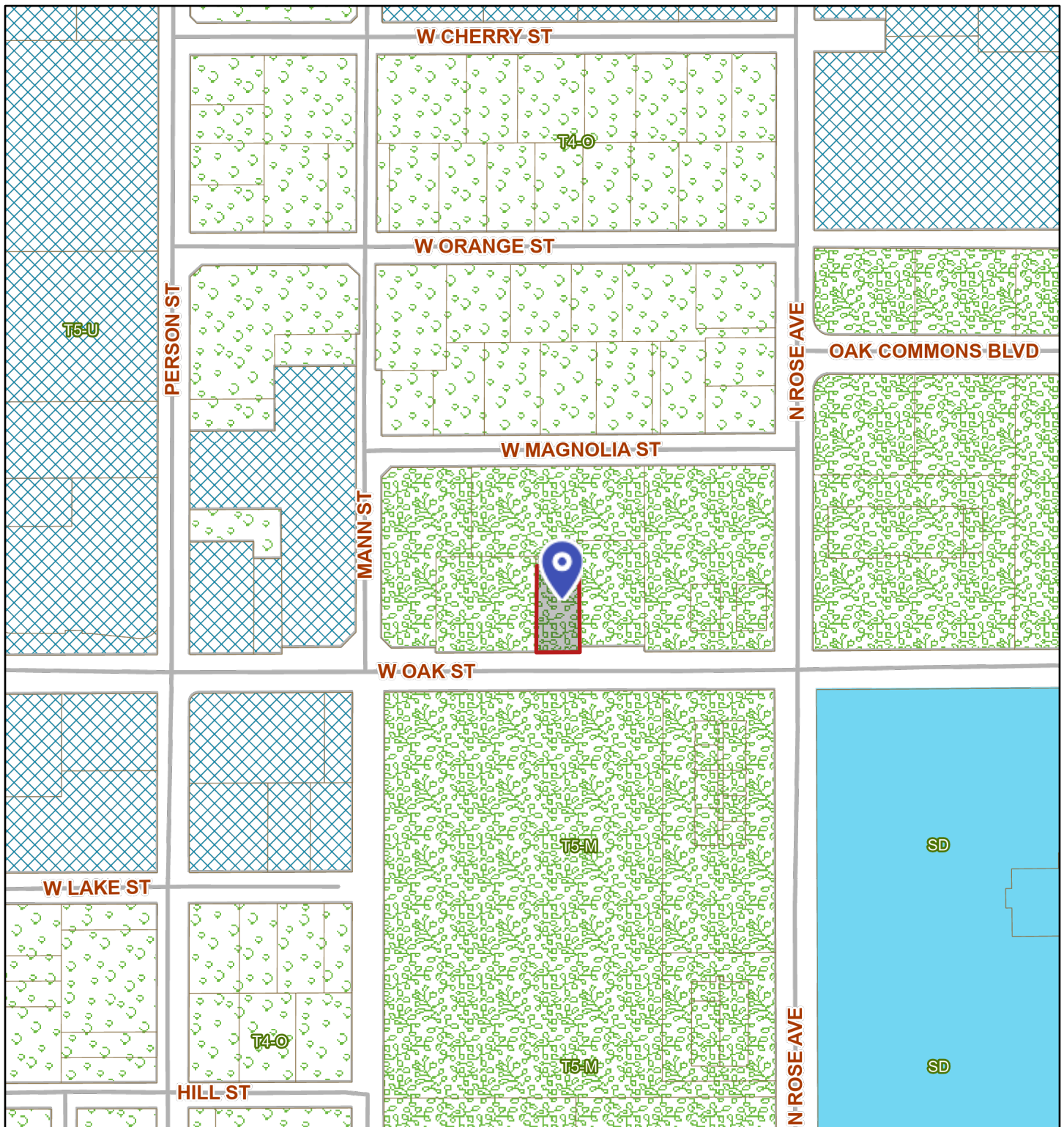


November 7, 2025



State of Florida, Vantor

Kissimmee Pharmacy
905 W Oak St.
Pain Management License



Legend

City Limits

Zoning District

- AC (Agricultural Conservation)
- AI (Airport Industrial)
- AO (Airport Operations)
- B-2 (Neighborhood Commercial)
- B-3 (General Commercial)
- B-5 (Office Commercial)
- BP (Business Park)
- CF (Community Facility)
- HC (Highway Commercial)
- HF (Hospital Facility)

- IB (Industrial Business)
- MH (Mobile Home 6,000 sqft)
- MHP (Mobile Home Park)
- MUPUD (Mixed Use Planned Unit Development)
- OS (Open Space)
- RA-1 (Single Family Residential)
- RA-2 (Single Family Residential)
- RA-3 (Single Family Residential)
- RA-4 (Single Family Residential)
- RB-1 (Medium Density Residential)
- RB-2 (Medium Density Residential - Office)
- RC-1 (Multiple Family Medium Density Residential)
- RC-2 (Multiple Family High Density Residential)

- RE (Residential Estate)
- RPB (Residential Professional Business)
- RPUD (Residential Planned Unit Development)
- SRPUD (Short Term Rental Planned Unit Development)
- UT (Utilities)
- SD (Special District)
- T1 (Natural)
- T3 (Edge)
- T4-O (Neighborhood Open)
- T4-R (Neighborhood Restricted)
- T5-M (Mixed-Use Center)
- T5-U (Mixed-Use Urban Core)
- T6 (Waterfront)



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

ADDRESS: 905 W Oak St.

DATE: 10/29/2025

PLAN NUMBER: CU-25-0021

PROJECT NAME: Pain Management License - Pharmacy

REVIEW VERSION NUMBER: V1

**Review Status:
APPROVED WITH CONDITIONS.**

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

1. Approval of a pain management license for Kissimmee Pharmacy (SVS Health) at 905 W Oak St. only.
2. Subject to the conditions and standards of the City's Pain Management Establishments and Pharmacies Article VIII, Chapter 10, Businesses and Business Regulations, Part II, Code of Ordinances, Sections 10-464 through Section 10-466, which is attached as reference.

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

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

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

Sec. 10-464. - Review criteria for pain medication licenses.

An application for a pain medication license shall be submitted to the city manager or his designee. The development review committee shall review the application, based on the criteria of this article and consistency of the application with the public health, safety, and welfare of the city, and shall make a recommendation to the city manager or his designee. The city manager or his designee shall prepare a report to the city commission recommending approval, approval with conditions, or denial, based upon the following criteria:

- (1) The amount and degree of law enforcement activities generated by the operation of any such establishment, by previous similar establishments in the same location or at any location involving any of the same owners or operators. Consideration will be given as to whether the calls are initiated by the pain medication license holder and what efforts have been taken to reduce unlawful activity at establishments owned or operated by the applicant;
- (2) A criminal background check of all owners or operators or any other party with a proprietary interest in such establishment shall be conducted in order to provide assurances that such persons have no criminal convictions, including, but not limited to, convictions under F.S. ch. 893, within the last ten years;
- (3) The adverse effects of prescribing, storing, and/or dispensing Schedule II substances shall not place an undue burden on the nearby properties in proximity to the establishment, especially with respect to patron activities and effects of noise, traffic, parking, and vehicular use; and
- (4) The amount and degree of security measures in place, including, but not limited to, impact resistant glass, exterior lighting, security cameras, video recordings, alarm and panic system, Crime prevention through environmental design ("CPTED") standards, principals, and signage.

(Code 1995, § 5-13-5; Ord. No. 2828, 6-26-2012)

Sec. 10-465. - Mandatory conditions for pain medication license.

All pain medication licenses shall require compliance with the following conditions:

- (1) During all hours of operation, the pain management clinic or pharmacy shall comply with the following conditions:
 - a. Each pain management clinic or pharmacy shall be registered separately for each location within the city regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy;
 - b. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy;

- c. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only;
 - d. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of Schedule II substances except for insurance co-pays, coinsurance, or deductibles; and
 - e. Such other conditions as the city commission determines are reasonably related to the public health, safety and welfare.
- (2) Pharmacies. During all hours of operation, the pharmacy shall comply with the following conditions:
- a. The pharmacy shall have a state licensed pharmacist physically on-premises at all times during all hours of operation;
 - b. The pharmacy shall post a copy of all licensed pharmacists' licenses;
 - c. The pharmacy shall require a valid state or federal photo identification, or passport, to identify the patient or, in the case of a minor, his parent or legal guardian's similar identification, prior to the dispensing of any Schedule II substances;
 - d. The pharmacy shall only dispense any Schedule II substances as defined in section 10-408 between the hours of 9:00 a.m. to 7:00 p.m.;
 - e. The pharmacy shall not dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state. For any patient whose valid identification is outside the state, the pharmacy shall not dispense more than a 72-hour supply of any Schedule II substance except that a pharmacy may dispense up to a 30-day supply of any Schedule II substance provided the patient presents a valid photo identification, in accordance with this section, and a utility bill that is not older than three months, that is in the name of the patient or the patient's spouse, and that shows a city address;
 - f. The pharmacy shall maintain a legible copy of the prescription for Schedule II substances as defined by section 10-408, the patient's photo identification for each prescription dispensed or delivered, and the utility bill, if applicable. The records must be maintained for a minimum of two years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by F.S. § 893.07, for a minimum of two years;
 - g. The delivery, including mail order delivery, of all Schedule II substances shall be prohibited except:
 - 1. To any facility licensed under F.S. ch. 400 or 429;
 - 2. While fully complying with this article to any address located within the city boundaries and listed on the patient's valid photo identification; or

3. While fully complying with this article to the address listed within the city boundaries on the utility bill for the patient or the patient's spouse, if applicable;
- h. Provide a monthly summary report to the police department for all Schedule II substances as defined in section 10-408 that have been dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:
 1. A list of all physicians that have prescribed Schedule II substances and the business address of the prescribing physician;
 2. The number of prescriptions written by each physician or physician's office;
 3. The number of prescriptions associated with each type of Schedule II substances;
 4. Certification from the applicant that the pain management clinic or pharmacy is in compliance with all provisions of the pain medication license; and
 5. A current listing of all suppliers/wholesalers for all Schedule II substances.
- (3) Pain management clinics. During all hours of operation, the pain management clinic shall comply with the following conditions:
 - a. The pain management clinic shall only operate between the hours of 9:00 a.m. to 6:00 p.m.;
 - b. Prior to prescribing or dispensing any Schedule II substances, the licensed physician shall perform a physical examination of a patient on the same day at the same location that he dispenses or prescribes any Schedule II substance. The physical exam shall be performed by the licensed physician and shall not be performed by a nurse or physician's assistant. A written report of the physical examination shall be placed in the patient record;
 - c. The physician shall require a valid state or federal photo identification, or passport, to identify the patient or, in the case of a minor, his parent or legal guardian's similar identification, prior to the prescribing or dispensing of any Schedule II substances;
 - d. A physician shall not prescribe or dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state. For any patient whose valid identification is outside the state, the physician shall not prescribe or dispense more than a 72-hour supply of any Schedule II substance except that a physician may prescribe or dispense up to a 30-day supply of any Schedule II substance provided the patient presents:
 1. A valid photo identification in accordance with this section; and
 2. A utility bill that is not older than three months, that is in the name of the patient or the patient's spouse, and that shows a city address;

e.

The physician shall maintain a legible copy of the prescription for Schedule II substances as defined by section 10-408, the patient's photo identification for each prescription, and the utility bill required by this section, if applicable. The records must be maintained for a minimum of two years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by law, for a minimum of two years;

- f. Each prescription must be clearly documented in the patient record. All written prescriptions must include the name, address, substance name, amount prescribed, and detailed instructions;
- g. The pain management clinic shall establish and submit to the city as part of the pain medication license application written policies and procedures governing the management of pain that are reviewed every year and revised more frequently as needed. The written policies and procedures shall include at least the following:
 - 1. A written procedure for systematically conducting periodic assessment of patient's pain;
 - 2. Criteria for the assessment of pain, including, but not limited to, pain intensity or severity, pain character, pain frequency or pattern, or both; pain location, pain duration, precipitating factors, responses to treatment and the personal, cultural, spiritual, and/or ethnic benefits that may impact an individual's perception of pain;
 - 3. A written procedure for the monitoring of a patient's pain;
 - 4. A written procedure to ensure the consistency of pain rating scales across the pain management clinic;
 - 5. Requirements for documentation of a patient's pain status on the medical record;
 - 6. A procedure for educating patients and, if applicable, their families about pain management when identified as part of their treatment;
 - 7. A written procedure for systematically coordinating and updating the pain treatment plan of patient in response to documented pain status;
 - 8. Whether or not the pain management clinic requires patients to enter into a narcotic medication agreement, and, if so, whether the agreement addresses the risks associated with taking Schedule II substances; requirements for the patient to use one pharmacy to fill all Schedule II prescriptions; a requirement that the patient not utilize illegal or illicit drugs or obtain additional prescriptions for Schedule II substances; a requirement that prescriptions not be transferred, shared, traded or sold; authorization for the pain management clinic to contact other physicians and pharmacies to validate compliance; indicators of patient misuse, abuse or diversion

that may result in noncompliance or violation of the agreement; and the consequences for noncompliance or violation of the agreement, including, but not limited to, patient authorization for referral to law enforcement; and

9. Whether or not the physician requires random drug screening.

(4) Each pain management clinic shall develop, revise as necessary and implement a written plan for the purpose of annual training and educating staff on pain management policies and procedures. The plan shall be submitted and reviewed as part of the application for pain medication license. The plan shall include mandatory educational programs that address at least the following:

- a. Orientation of new staff to the pain management clinic's policies and procedures on pain management;
- b. Training of non-clerical staff on the dangers of prescription drug diversion, the signs of misuse and abuse, and the importance of patient compliance with prescribed regimens;
- c. Patient rights; and
- d. Implementation of the plan shall include records of attendance of each program for each member of the pain management clinic's staff.

(5) Provide a monthly summary report to the police department for all Schedule II substances as defined in section 10-408 that have been prescribed or dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:

- a. List of all physicians that have prescribed Schedule II substances, with their business addresses;
- b. The number of prescriptions written by each physician or physician's office; and
- c. The number of prescriptions associated with each type of Schedule II substances.

(Code 1995, § 5-13-6; Ord. No. 2828, 6-26-2012)

Sec. 10-466. - Issuance, revocation, and renewal of pain medication license.

(a) *Approval and issuance.* Following consideration of the application for a pain medication license by the development review committee, the committee shall forward its recommendation for approval, denial, or conditional approval of the license to the city manager or his designee and the city manager or his designee shall place the application, with recommendations, on the next available city commission agenda, for public hearing. Upon approval or conditional approval of an application for a pain management license by the city commission, based on the criteria of this article, the pain medication license shall be issued, for a period of one year.

(b) *Revocation, suspension, or imposition of additional conditions and/or restrictions.*

- (1) If, at any time, the city manager or his designee determines that any pain medication license holder has failed to comply with any applicable conditions of its license, or is operating in a manner harmful to the public health, safety or welfare and not in compliance with the terms of this chapter he may place on the city commission public hearing agenda an item to determine whether the pain medication license should be revoked. The city manager or his designee shall prepare a report with analysis showing the compliance or noncompliance with the following criteria:
 - a. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not complied with all conditions imposed at the time of license issuance;
 - b. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not taken all reasonable precautions to discourage unlawful activity, including vandalism, crimes against property or persons, disturbances, loitering of patrons, narcotics use or distribution, excessive noise, vehicular use by impaired patrons, and illegal activity of any kind by employees, patrons or others associated with the establishment;
 - c. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not taken all reasonable efforts to prevent nuisances and/or criminal activity both inside and outside the establishment;
 - d. During the hours of operation, the pain medication license holder has or has not exceeded the number of occupants set by the city building and fire officials as the maximum capacity (persons) for the establishment; or
 - e. The pain medication license holder is in compliance with public health, safety or welfare.
- (2) The city manager or his designee, on the recommendation of the police chief, shall have the power to enter an order immediately revoking a pain medication license or suspending the operation of said facility.
- (3) Within 30 days of the suspension of the operation of the facility, as noted above, a public hearing on said revocation, suspension, or imposition of additional conditions shall be conducted in the manner described in division 2 of this article. The city commission will consider the matter de novo, and will determine whether the city manager or his designee was justified in revoking and/or suspending the pain medication license. The presumption of the correctness of the decision may be overcome by the license holder, upon a showing of competent substantial evidence that the finding of the city manager or his designee was not correct. The burden of proof will be on the applicant seeking the reinstatement of a revoked license.

(4)

After consideration of the matter, the city commission may revoke or suspend the pain medication license or allow the licensee to continue operating with the prescribing or dispensing of Schedule II substances, subject to any reasonable additional conditions deemed necessary to mitigate or eliminate the adverse effects of such operation.

- (5) Should the pain medication license be revoked, no reapplication for a pain medication license by the owners or operators shall be considered for any location within a 24-month period following the date of final revocation. After the expiration of the 24-month period, a new application and corresponding fee must be submitted.
- (c) *Renewal of pain medication license.* Each pain medication license shall be required to be renewed no later than one year following the date of initial granting of the license. The annual renewal of any pain medication license shall be processed by the city manager or his designee and reviewed based upon the criteria of this article. If the city manager or his designee approves the renewal, the license shall be renewed upon payment of the nonrefundable annual fee in the amount of \$200.00 per registered address. The amount of the renewal fee may be modified by resolution of the city commission after a public hearing. If the city manager or his designee denies the renewal, the licensee shall have ten days from the date of the notice of denial to appeal the decision to the city commission in accordance with division 2 of this article. The notice of appeal shall be timely submitted to the city manager and the city shall schedule a public hearing within 30 days of the receipt of the notice. The city commission shall consider the appeal and make a decision with reasons stated using the provisions, terms and criteria set forth in this article. At the time of the requested license renewal, the city manager or his designee may, based on the criteria of section 10-463 recommend the imposition of additional conditions upon the pain medication licensee. If additional conditions are recommended by the city manager or his designee, the renewal shall be placed on the city commission agenda for public hearing on the proposed imposition of additional conditions, in accordance with division 2 of this article. If a license is non-renewed or the commission denies an appeal of the non-renewal, the owners and operators shall not be allowed to apply for a new pain medication license for a period of 24 months. In the event the city non-renews, revokes, or denies a pain medication license, the city reserves the right to contact the appropriate local, state and federal agencies for administrative or criminal action.
- (d) *Appeal procedure.* Appeal of any city commission decision regarding the issuance, suspension, revocation or non-renewal of pain medication license shall be to the circuit court, in the manner provided by state law. In accordance with state law, failure to appeal within 30 days of the rendition of the decision shall result in the applicant waiving his right to appeal.
- (e) *Transferability.* A pain management license shall not be transferable. Any change in ownership shall require the new owner to reapply for a new license prior to the prescribing, storing or dispensing of Schedule II substances.



DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

Important note: The Development Review process associated with this request (as outlined in the attached application) is intended to ensure that the request meets the requirements established in the City of Kissimmee Land Development Code and site development criteria for the City of Kissimmee, and other local, regional and state agencies. It is not intended to constitute approval of building construction or permits as required by external agencies.

Other processes, permits, authorizations, and/or fees may be required prior to construction of requested improvements. These may include, but are not limited to:

- ❖ Mobility/Impact Fees (Transportation, Water & Sewer, Recreation, School)
- ❖ Building permits and review fees
- ❖ Right-of-Way Utilization permits
- ❖ South Florida Water Management District (SFWMD) permits
- ❖ Utility permits and/or fees
- ❖ Federal Aviation Administration (FAA) authorizations
- ❖ Business Tax Receipts (BTRs)
- ❖ State Permits and/or Licenses
- ❖ Development Service Agreements (Toho Water Authority)
- ❖ Florida Department of Environmental Protection (FDEP) Permits
- ❖ NPDES Permits (Stormwater permitting)

The Agent of record and/or property owner for the attached request is responsible for coordinating with applicable agencies to ensure all requirements for the requested improvements have been met prior to construction.

Please read all information above and complete the lower portion of this disclaimer. This document must be signed by both agent and property owner and shall be included with the attached application. Failure to submit this form with the completed application will result in Staff finding the application to be insufficient for review and will delay your request.

Project Name: _____ DRC# _____

I Certify that I have read the above and understand/acknowledge the information contained therein.

Agent Signature: _____ Date: 09/26/25

Agent Name (Print): Militza Dudamel

Property Owner Signature: _____ Date: 09/26/25

Property Owner Name (Print): Vijaya Kode



Affidavit
Mandatory Conditions for Operation of Non-Exempt Pharmacies City of Kissimmee
Code of Ordinances, Section 5-13-6

The conditions below shall be adhered to by all licensed Non-exempt Pharmacies established after June 30, 2012. Note: These conditions shall be *in addition to* any conditions imposed by the City Commission upon approval of the Pharmacy License. This affidavit must be completed, signed, notarized and submitted with the Application for a Pain Medication License in order to be accepted.

All pain medication licenses shall require compliance with the following conditions:

1. Each pain management clinic or pharmacy shall be registered separately for each location within the City regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy;
2. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy;
3. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only;
4. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of schedule II substances except for insurance co- pays, coinsurance, or deductibles; and
5. Such other conditions as the City Commission determines are reasonably related to the public health, safety and welfare.

Licensed pharmacies shall comply with the following conditions in addition to those outlined above:

1. The pharmacy shall have a State of Florida licensed pharmacist physically on premises at all times during all hours of operation;
2. The pharmacy shall post a copy of all licensed pharmacists' licenses.

3. The pharmacy shall require a valid State or Federal photo identification, or passport, to identify the patient or, in the case of a minor, his/ her parent or legal guardian's similar identification, prior to the dispensing of any schedule II substances;
4. The pharmacy shall only dispense any schedule II substances as defined in Section 5-13-2 between the hours of 9: 00 a.m. to 7: 00 p.m.;
5. The pharmacy shall not dispense more than a thirty (30) day supply of any schedule II substance provided the patient's valid identification is from the State of Florida. For any patient whose valid identification is outside the State of Florida, the pharmacy shall not dispense more than a seventy two (72) hour supply of any schedule II substance except that a pharmacy may dispense up to a thirty (30) day supply of any schedule II substance provided the patient presents a valid photo identification, in accordance with this section, and a utility bill that is not older three (3) months, that is in the name of the patient or the patient' s spouse, and that shows a City of Kissimmee address.
6. The pharmacy shall maintain a legible copy of the prescription for schedule II substances as defined by section 5-13-2 the patient's photo identification for each prescription dispensed or delivered; and the utility bill, if applicable. The records must be maintained for a minimum of two (2) years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by Section 893. 07, Florida Statutes, for a minimum of two (2) years;
7. The delivery, including mail order delivery, of all schedule II substances shall be prohibited except (i) to any facility licensed under Florida Statutes Chapters 400 or 429, or (ii) while fully complying with this Article to any address located within the Kissimmee City boundaries and listed on the patient's valid photo identification, or (iii) while fully complying with this Article to the address listed within the Kissimmee City boundaries on the utility bill for the patient or the patient' s spouse, if applicable;
8. Provide a monthly summary report to the Police Department for all schedule II substances as defined in section 5-13-2 that have been dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:
 - a) A list of all physicians that have prescribed schedule II substances and the business address of the prescribing physician;
 - b) The number of prescriptions written by each physician or physicians' office;
 - c) The number of prescriptions associated with each type of schedule II substances;
 - d) Certification from the applicant that the pain management clinic or pharmacy is in compliance with all provisions of the pain medication license; and,
 - e) A current listing of all suppliers/ wholesalers for all schedule II substances.

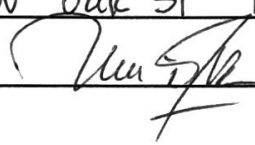
AFFIDAVIT OF AGREEMENT

I have read the above mandatory conditions for Non-exempt Pharmacies. I clearly understand these conditions must be adhered to at all times during the operation of the business licensed at the address below. I am also aware of my responsibilities for the operation of a pharmacy on the property. I further understand that any violation of this affidavit and/or other conditions imposed by the City of Kissimmee for the operation of the business licensed at the address contained in this affidavit may result in code enforcement action and/or revocation of the license to operate said facility.

Applicant Name: Militza Dudamel

Business Name: Kissimmee Pharmacy

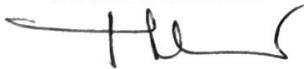
Business Address: 905 W Oak St Kissimmee FL 34741 Suite:

Signature of Applicant:  Date: 01/28/25

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA

The forgoing instrument was acknowledged before me this 28 day of January, 2025 by Militza Dudamel
(Name of person acknowledging). He/she is personally known to me or has produced
(type of identification) ✓
as identification.



Notary Public State of Florida at Large



MILAGROS DE LA CUBA
Commission # HH 610508
Expires December 10, 2028

My Commission Expires: DEC 10, 2028



ADDRESS NOTIFICATION

Osceola County Sheriff's Office

911 Addressing

1 Courthouse Square, Suite 1100, Kissimmee, FL 34741

Phone: (407) 742-5911 Fax: (407) 742-5912

911Addressing@osceolasheriff.org

Tax Parcel #R 21 / 25 / 29 / 1420 / 0001 / 0270

Property owner of record:

SVS Property Group LLC

Address issued for:

Single Story Office Building / Kissimmee Pharmacy

Please check all boxes that apply:

☒ Verification of Existing

☐ New Issue

☐ Form Updated

☐ Change of Address

Applicant's name: Militza Dudamel

Phone #: 407-201-8600

Cell #: 863-589-3354

Email: svshealthinc@gmail.com

Applicant's Signature _____

FOR COUNTY 911 USE:

Current address in use: 905 W Oak St, Kissimmee FL 34741

New issued address: N/A

Comments: Existing Address Verification

Date: 9/26/25

Issued By: _____

Nancy Cancel

Please notify the Post Office if this is a newly issued address.
County Ordinance 04-47 requires the posting of your address.

RESIDENTIAL: Must be no less than 4 inches in height and ½ inch in width.
COMMERCIAL: Must be no less than 6 inches in height and ½ inch in width.

(SEE ORDINANCE NEXT PAGE FOR PROPER POSTING OF BUILDING NUMBER(S))

ADR #: _____

Retain this Copy for your Records



Order ID: 7894836

* Agency Commission not included

GROSS PRICE * : **\$200.68**

PACKAGE NAME: Public Hearing/Bid/Misc_Legal

Order ID: 7894836

* Agency Commission not included

GROSS PRICE * : \$200.68

PACKAGE NAME: Public Hearing/Bid/Misc_Legal

Product(s): Orlando Sentinel, Affidavit, Floridapublicnotices.com, Classifieds.OS.com_Legals

AdSize(s): 1 Column

Run Date(s): Wednesday, November 12, 2025

Zone: Full Run

Color Spec. B/W

Preview

**NOTICE OF PUBLIC HEARING CITY
COMMISSION**

The City Commission will hold a Public Hearing on Tuesday, November 18, 2025 at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida 34741 to consider a Pain Management License for Viva Pharmacy.

The subject property is located at 905 W Oak St. Parcel ID: 21-25-29-1420-0001-0270

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person. Any questions regarding this public hearing may be directed to the Development Services Department at (407) 518-2140 or at planning@kissimmee.gov

Reference # CU-25-0021

Kissimmee Pharmacy
CITYCOMMISSION
KISSIMMEE, FLORIDA

In accordance with Florida Statutes 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk 847-2821 #2309 prior to the meeting. (FS 286.26)

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

11/12/2025 7894836

ITEM 5.C

Public Hearing - Adoption of Resolution to Amend the City's FY24-25 Operating Budget

Request

This request is for Commission approval to adopt a resolution amending the City's operating budget for 2024-2025.

Explanation

As detailed in the attached spreadsheet, the City received additional revenues from grants, donations, line of credit, etc. that resulted in an overall increase of \$24,415,591 in the City's operating budget for FY 2024-2025. According to Florida Statute Section 166.214(4)(c), all budget adjustments that result in a change in total budget appropriations must be approved in the same manner as the original, adopted budget. Therefore, staff has compiled a schedule of all adjustments that have resulted in a change in the overall total budget. Public notice of this hearing was given via an advertisement placed in the newspaper on November 16, 2025. Once approved, staff will adjust the final budget for FY 2024-2025 to reflect the changes included in Exhibit 1.

Recommendation

Staff recommend the Public Hearing be held and that the Commission adopt the Resolution to amend the City's overall budget.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

1. Budget Adjustment Recap Year End FY25
2. (S) Resolution for Final Budget Amendment FY 2025
3. Proof of Advertisement (Orlando Sentinel)

EXHIBIT 1

NOTICE OF BUDGET HEARING

The City of Kissimmee is adopting budget adjustments for FY 2024-2025. A public hearing to approve all adjustments will be held on

Tuesday, November 18, 2025 at 6:00 P.M.

City Hall, Commission Chambers

101 Church Street, Kissimmee, FL 34741

Budget Adjustments - All Funds

Fiscal Year Ending September 30, 2025

<u>Fund/Description</u>	<u>Amount</u>	<u>Funding Source</u>	<u>Fund/Description</u>	<u>Amount</u>	<u>Funding Source</u>
Various Events	\$ 25,000	Kissimmee Utility Authority	EMS County Award	\$ 11,580	Local Grant
Total General Fund (001)	\$ 25,000		Law Enforcement Cyber Task Force Grant	\$ 12,500	State Grant
			Urban and Community Forestry Capacity Grant	\$ 25,000	State Grant
Interest transfer to General Fund	\$ 271,535	Increase in interests	Homeless Service Network	\$ 75,000	State Grant
Total ARPA (032)	\$ 271,535		Equipment Purchase	\$ 200,000	State Grant
			Infrastructure Project	\$ 250,000	State Grant
Repairs on ADA project	\$ 8,155	Transfer from Sales Tax Fund	Infrastructure Project	\$ 1,991,216	Transfer from Sales Tax Fund
Total Hurricane Ian Fund (033)	\$ 8,155		Transportation Project	\$ 2,135,669	State Grant & other funds
			Total State Grants Fund (151)	\$ 4,700,965	
Debt Service	\$ 2,962,093	Transfer from Reserves	Shop with a Cop Event	\$ 3,000	Local Grant
Total Local Option Sales Tax Fund (104)	\$ 2,962,093		Tourism Grants for Events	\$ 60,000	Walmart
			Total Local Grants Fund (152)	\$ 63,000	
Debt Service	\$ 848,408	Transfer from Reserves	Transfer to General Fund	\$ 28,514	Increase in Revenues
Total Downtown CRA Fund (106)	\$ 848,408		Infrastructure Project	\$ 7,714,000	Interlocal Agreement with TWA
			Total Stormwater Fund (409)	\$ 7,742,514	
Transfer to General Fund	\$ 112,785	Increase in Revenues	Advertising	\$ 30,000	Experience Kissimmee
Total Utility Tax Fund (110)	\$ 112,785		Infrastructure Project	\$ 48,000	State Grant & Airport Operating
			Infrastructure Project	\$ 228,681	State Grant
Additional Funds	\$ 19,622	State Grant	Infrastructure Project	\$ 1,140,000	Federal Grant
Total State Housing Initiative Partnership Fund (112)	\$ 19,622		Infrastructure Project	\$ 2,000,000	State Grant
			Total Airport Agreements (470)	\$ 3,446,681	
Victims of Crime Act Grant	\$ 56,001	State Grant	Internship Program	\$ 5,000	State Grant
Total VOCA Grant Fund (114)	\$ 56,001		Additional Operating Expenses	\$ 68,878	Additional Revenues
			Total Airport Operations Fund (461)	\$ 73,878	
Equipment	\$ 12,600	Federal Grant			
Justice Assistance Grant	\$ 35,540	Federal Grant	City Hall Renovations Furniture	\$ 91,322	Various funds
Total Justice Assistance Grant Fund (115)	\$ 48,140		Fleet Maintenance- Parts	\$ 165,000	Transfer from Reserves
			City Hall Renovations	\$ 172,364	Various funds
HIDTA Task Force Grant	\$ 12,000	Federal Grant	Total Central Services Fund (560)	\$ 428,686	
Bulletproof Vest Grant	\$ 25,916	Federal Grant			
USDA Urban and Community Forestry Grant	\$ 62,500	Federal Grant	Excess Claims and Operating Expenses	\$ 539,720	Additional Revenues
Infrastructure Project	\$ 1,800,000	Federal Grant	Total Self-Insurance Fund (567)	\$ 539,720	
Total Federal Grants Fund (150)	\$ 1,900,416				
			Excess Claims and Operating Expenses	\$ 1,167,591	Additional Revenues
			Total Health Insurance Fund (568)	\$ 1,167,591	
			Total City Budget Adjustment	\$ 24,415,190	

**CITY OF KISSIMMEE, FLORIDA
RESOLUTION NO. -2025**

**A RESOLUTION AMENDING THE FINAL
BUDGET FOR FISCAL YEAR 2024-2025
INCREASING THE TOTAL APPROPRIATIONS
FROM SOURCES OTHER THAN AD VALOREM
TAXES.**

WHEREAS, Pursuant to Florida Statute Section 200.065, the City Commission of the City of Kissimmee, Florida adopted a final budget for fiscal year 2024-2025 on September 17, 2024, and

WHEREAS, Florida Statute Section 166.241(4)(c) requires that any amendments to the final budget that changes total appropriations must be adopted in the same manner as the original budget throughout the year but, no later than 60 days following the end of the fiscal year to be amended, and

WHEREAS, the City Commission duly noticed and held a public hearing on the budget amendment, and

WHEREAS, throughout fiscal year 2024-2025, the City received additional appropriations from sources other than ad valorem taxes, outlined in Exhibit 1 attached hereto, such as grants, donations, gifts, etc., and

WHEREAS, the City Commission wishes to accept these appropriations from other sources and amend its 2024-2025 budget to reflect the same,

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

SECTION 1. The City Commission of the City of Kissimmee, Florida hereby accepts the additional appropriations listed in Exhibit 1 attached and incorporated herein, offered from other sources; and declares that these additional appropriations be added to the final budget for fiscal year 2024-2025 and the budget instrument be amended to reflect the same.

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

Dated this 18th day of November 2025.

ATTEST:

Jackie Espinosa
Mayor-Commissioner

Tameara Crespo
City Clerk

NOTICE OF BUDGET HEARING

The City of Kissimmee is adopting budget adjustments for FY 2024-2025.
A public hearing to approve all adjustments will be held on

Tuesday, November 18, 2025 at 6:00 P.M.

**City Hall, Commission Chambers
101 Church Street, Kissimmee, FL 34741**

**Budget Adjustments - All Funds
Fiscal Year Ending September 30, 2025**

Fund/Description	Amount	Funding Source	Fund/Description	Amount	Funding Source
Various Events	\$ 25,000	Kissimmee Utility Authority	EMS County Award	\$ 11,580	Local Grant
Total General Fund (001)	\$ 25,000		Law Enforcement Cyber Task Force Grant	\$ 12,500	State Grant
			Urban and Community Forestry Capacity Grant	\$ 25,000	State Grant
Interest transfer to General Fund	\$ 271,535	Increase in interests	Homeless Service Network	\$ 75,000	State Grant
Total ARPA (032)	\$ 271,535		Equipment Purchase	\$ 200,000	State Grant
			Infrastructure Project	\$ 250,000	State Grant
Repairs on ADA project	\$ 8,155	Transfer from Sales Tax Fund	Infrastructure Project	\$ 1,991,216	Transfer from Sales Tax Fund
Total Hurricane Ian Fund (033)	\$ 8,155		Transportation Project	\$ 2,135,669	State Grant & other funds
			Total State Grants Fund (151)	\$ 4,700,965	
Debt Service	\$ 2,962,093	Transfer from Reserves	Shop with a Cop Event	\$ 3,000	Local Grant
Total Local Option Sales Tax Fund (104)	\$ 2,962,093		Tourism Grants for Events	\$ 60,000	Walmart
			Total Local Grants Fund (152)	\$ 63,000	
Debt Service	\$ 848,408	Transfer from Reserves	Transfer to General Fund	\$ 28,514	Increase in Revenues
Total Downtown CRA Fund (106)	\$ 848,408		Infrastructure Project	\$ 7,714,000	Interlocal Agreement with TWA
			Total Stormwater Fund (409)	\$ 7,742,514	
Transfer to General Fund	\$ 112,785	Increase in Revenues	Advertising	\$ 30,000	Experience Kissimmee
Total Utility Tax Fund (110)	\$ 112,785		Infrastructure Project	\$ 48,000	State Grant & Airport Operating
			Infrastructure Project	\$ 228,681	State Grant
Additional Funds	\$ 19,622	State Grant	Infrastructure Project	\$ 1,140,000	Federal Grant
Total State Housing Initiative Partnership Fund (112)	\$ 19,622		Infrastructure Project	\$ 2,000,000	State Grant
			Total Airport Agreements (470)	\$ 3,446,681	
Victims of Crime Act Grant	\$ 56,001	State Grant	Internship Program	\$ 5,000	State Grant
Total VOCA Grant Fund (114)	\$ 56,001		Additional Operating Expenses	\$ 68,878	Additional Revenues
			Total Airport Operations Fund (461)	\$ 73,878	
Equipment	\$ 12,600	Federal Grant			
Justice Assistance Grant	\$ 35,540	Federal Grant	City Hall Renovations Furniture	\$ 91,322	Various funds
Total Justice Assistance Grant Fund (115)	\$ 48,140		Fleet Maintenance- Parts	\$ 165,000	Transfer from Reserves
			City Hall Renovations	\$ 172,364	Various funds
HIDTA Task Force Grant	\$ 12,000	Federal Grant	Total Central Services Fund (560)	\$ 428,686	
Bulletproof Vest Grant	\$ 25,916	Federal Grant			
USDA Urban and Community Forestry Grant	\$ 62,500	Federal Grant	Excess Claims and Operating Expenses	\$ 539,720	Additional Revenues
Infrastructure Project	\$ 1,800,000	Federal Grant	Total Self-Insurance Fund (567)	\$ 539,720	
Total Federal Grants Fund (150)	\$ 1,900,416				
			Excess Claims and Operating Expenses	\$ 1,167,591	Additional Revenues
			Total Health Insurance Fund (568)	\$ 1,167,591	
			Total City Budget Adjustment	\$ 24,415,190	Page 202 of 574

ITEM 7.A**Approval of City Commission Minutes from the November 4, 2025 meeting****Request**

Approval of the November 4, 2025 commission meeting minutes.

Explanation

Minutes of the commission meeting held on November 4, 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 NOV 04 2025



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, NOVEMBER 4, 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 Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

Mayor Espinosa called the meeting to order at 6:00 PM.

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing in Ceremony for Six New Police Officers

Swearing-in Ceremony for Six New Police Officers

Police Chief Broadway administered the Oath of Office to six new officers as Assistant Chief McGinley read a brief bio on each officer.

3.B Swearing In Ceremony for K9 Bristol

Swearing in ceremony for K9 Bristol.

Police Chief Broadway administered the Oath of Office to K9 Bristol as Assistant Chief McGinley read his bio (Exhibit "A").

3.C Employee of the Month for November

Staff requests that the City Commission join the City Manager in recognizing Joshua Daniel of the Strategic Communication Division as the Employee of the Month for November.

City Manager Steigerwald introduced Joshua Daniel of the Strategic Communication Division and reviewed the qualities and attributes which led to their nomination and selection as employee of the month.

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. Joshua thanked the city and his family for their support over the past 8 years and defined success as a team effort.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

6. HEAR AUDIENCE *Anything requiring a vote will be heard at a later time.*

Mayor Espinosa opened the floor for public comment. A comment card ("Exhibit B") was submitted, and the speaker expressed opposition to the number of smoke shops within the city limits. The city experienced connectivity issues and technical difficulties when attempting to open the virtual comment portion. A brief discussion followed regarding the regulation of

certain types of businesses and the equal opportunity protection clauses that affect how zoning regulations can or cannot limit specific business types.

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

Mayor Espinosa 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 October 21, 2025 meeting and the October 27, 2025 workshop
Request approval of the minutes from the October 21, 2025 City Commission Meeting and the October 27, 2025 Workshop.
- 7.B Acceptance of additional funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program
Approval to authorize the Chief of Police to execute Amendment No. 1 to Letter of Agreement and Contract (Grant HIGHVIS25) with the Institute of Police Technology to accept grant funding from the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program.
- 7.C Permanent Right-of-Way Easement between TRJ 4030 Kissimmee LLC and the City of Kissimmee
Request approval of a Permanent Right-of-Way Easement between TRJ 4030 Kissimmee LLC and the City of Kissimmee to accommodate streetscape zone requirements on Hoagland Boulevard (Contract #20260069).
- 7.D Authorization to apply for the 2025 Patrick Leahy Bulletproof Vest Partnership Program
Authorization to apply for the 2025 Patrick Leahy Bulletproof Vest Partnership Program from the U.S. Bureau of Justice Assistance. (Grant BVP26)
- 7.E Consent To Sub-Lease Between Signature Flight Support, LLC and Fly Smart, LLC
Approval of a Consent to Sub-Lease Between Signature Flight Support, LLC and Fly Smart, LLC (Contract No. 20240466).
- 7.F 2026 Event and Festival Series Calendar
Approval of 2026 Event and Festival Series Calendar
- 7.G Projects to be Carried Forward to FY 2025-2026
Request approval to increase the FY 2025-2026 budget to continue funding certain projects that were approved in prior years.
- 7.H Acceptance of Sidewalk Easement for Osceola Village Center tracts 1 through 3
Approval to accept and record a non-exclusive sidewalk easement granted by Osceola-Kissimmee Development IV, LLC. over tracts 1 thru 3 of Osceola Village Center Commercial and Apartment for public sidewalk purposes (Contract #20260057).
- 7.I Easement and maintenance agreement – Pinnacle at the Wesleyan (The Cove)
Approval to accept the Easement and Maintenance Agreement granted by PINNACLE AT THE WESLEYAN, LLC. tracts B and C of Shingle Creek Plaza, consistent with site plan approval for Pinnacle at the Wesleyan. (Contract #20260058)

- 7.J Approval of agreements with Municipal Equipment Company, LLC, Ten-8 Fire & Safety, LLC, and Bennett Fire Products Company, LLC
Approval and signing of agreements with Municipal Equipment Company, LLC (contract #20260061), Ten-8 Fire & Safety, LLC (contract #20260062), and Bennett Fire Products Company, LLC (Contract #20260063), for the purchase of firefighting tools, equipment, and PPE.
- 7.K Knightsbridge Phase 2C & 2D subdivision final acceptance
Request acceptance of subdivision improvements for Knightsbridge Phase 2C & 2D, with conditions.
- 7.L Acceptance of sidewalk easement for 420 S. Clyde Avenue
Approval to accept and record a non-exclusive sidewalk easement granted by Camsave Properties, LLC., over property located at 420 S. Clyde Avenue, for public sidewalk purposes (Contract #20260056).
- 7.M 2026 Tourism Enhancement Grants for Events
Approval to accept the 2026 Tourism Enhancement Grants for seven Parks and Recreation Events in 2026 for a total of \$110,000 to use toward marketing (Contract #20260047, #20260048, #20260049, #20260050, #20260052, #20260053, #20260054).

8. DISCUSSION ITEMS

- 8.A Memorandum of Understanding with Kissimmee Airport Development Company, LLC
Approval of a Memorandum of Understanding (MOU) with Kissimmee Airport Development Company, LLC (KADC) to develop and manage certain real property located at the airport, consisting of approximately 119.9 acres of land on the southeast border of the airport, contract # 20260044.

Aviation Director Shaun Germolus reviewed the project history and introduced Hector Lizasuain, CEO of Kissimmee Airport Development Company, LLC who presented a PowerPoint Presentation (Exhibit "C"). The boundary survey is expected to be completed within 60–90 days after MOU execution, with key decisions anticipated in March. Discussion covered the MOU timeline, consultant experience, airport master-plan adoption, and interest in a public-private partnership (P3). Outside counsel is assisting with next steps and the due diligence period will incur no cost to the city.

Mayor Espinosa made a motion to approve the MOU with KADC. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER
City Manager Steigerwald provided updates on upcoming events: Veterans Day Parade, Chambers Park Dinner with a Veteran, Orlando Japan Festival and the Business Resource Showcase.
- 9.B CITY ATTORNEY
- 9.C CITY COMMISSION
Commissioner Alvarez commended Public Works Director Ashley Willis for the continued work on Columbia Avenue. Commissioner Ortiz thanked veterans for their service. Commissioner Eady addressed County Commissioner Brandon Arrington's request about forming a Kissimmee Team for the upcoming Lip Sync Battle. Mayor Espinosa requested

the City Manager to follow up with Kissimmee Main Street on another Menorah Lighting Ceremony similar to last year's. She further discussed plans for holiday decorating and marketing efforts, recapped the Boo on Broadway event, which drew nearly 8,000 attendees with no incidents. Additional updates included a brief recap of a conference in Puerto Rico, a recent visit from the Mayor of Yabucoa, a visit from Good Day Orlando to honor community members, and highlighted the Wreaths Across America event.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 6:55 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

K9 Bristol's Bio

Bristol Valor is a 1.5-year-old ½ Golden Retriever and ½ Labrador Retrieve who is KPD's first-ever therapy dog. Bristol is named in honor of Spencer Bristol. Spencer was a Master Patrol Officer with the Hendersonville (TN) Police Department and a United States Navy veteran. He was killed in the line of duty on December 30, 2019, while pursuing a suspect. Spencer was an incredible person and a dog lover.

Donated by Valor Service Dogs, Bristol began his journey at the PD on October 1, 2025. Prior to being placed at our facility, Bristol completed service dog training through Valor Service Dogs, which is an Assistance Dogs International Accredited Member. Valor Service Dogs is a nonprofit organization that helps veterans and first responders regain their independence, return to civilian life, and maintain successful partnerships through the training and placing of mobility assistance and PTSD service dogs.

Bristol will play an essential role in supporting the mental well-being of KPD staff while fostering positive connections with the community. By offering emotional support, Bristol will assist in managing trauma, boosting morale and promoting a healthier work environment. As part of our community engagement efforts, Bristol will visit schools and other local events to strengthen relationships with the community. Bristol works alongside his handler, Wellness Coordinator, Leigh-Ann Cuddy, as a certified K9 team. This is the latest effort to demonstrate KPD's commitment to mental health and wellness of staff within the department.

Therapy dogs like Bristol take a holistic approach to well-being, providing mental and physical health benefits. Research shows that interacting with therapy dogs can:

- Reduce cortisol levels (stress hormone) and lower blood pressure
- Boost mood by increasing oxytocin and serotonin
- Encourage social interaction, reducing feelings of loneliness
- Decrease anxiety and improve focus

Whether he's on or off duty, Bristol LOVES back and belly scratches, performing tricks for treats, and meeting new friends! Bristol has received an overwhelming positive response from the staff and community.



PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 11-3-25

AGENDA ITEM #: _____ OR NON-AGENDA TOPIC: Smoke Shops

NAME: KURT JENSEN

ADDRESS: 3003 Mallory Cir. CITY: Kissimmee STATE: FL ZIP: 34747

POSITION ON ITEM

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

PUBLIC COMMENT

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

INSTRUCTIONS:

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

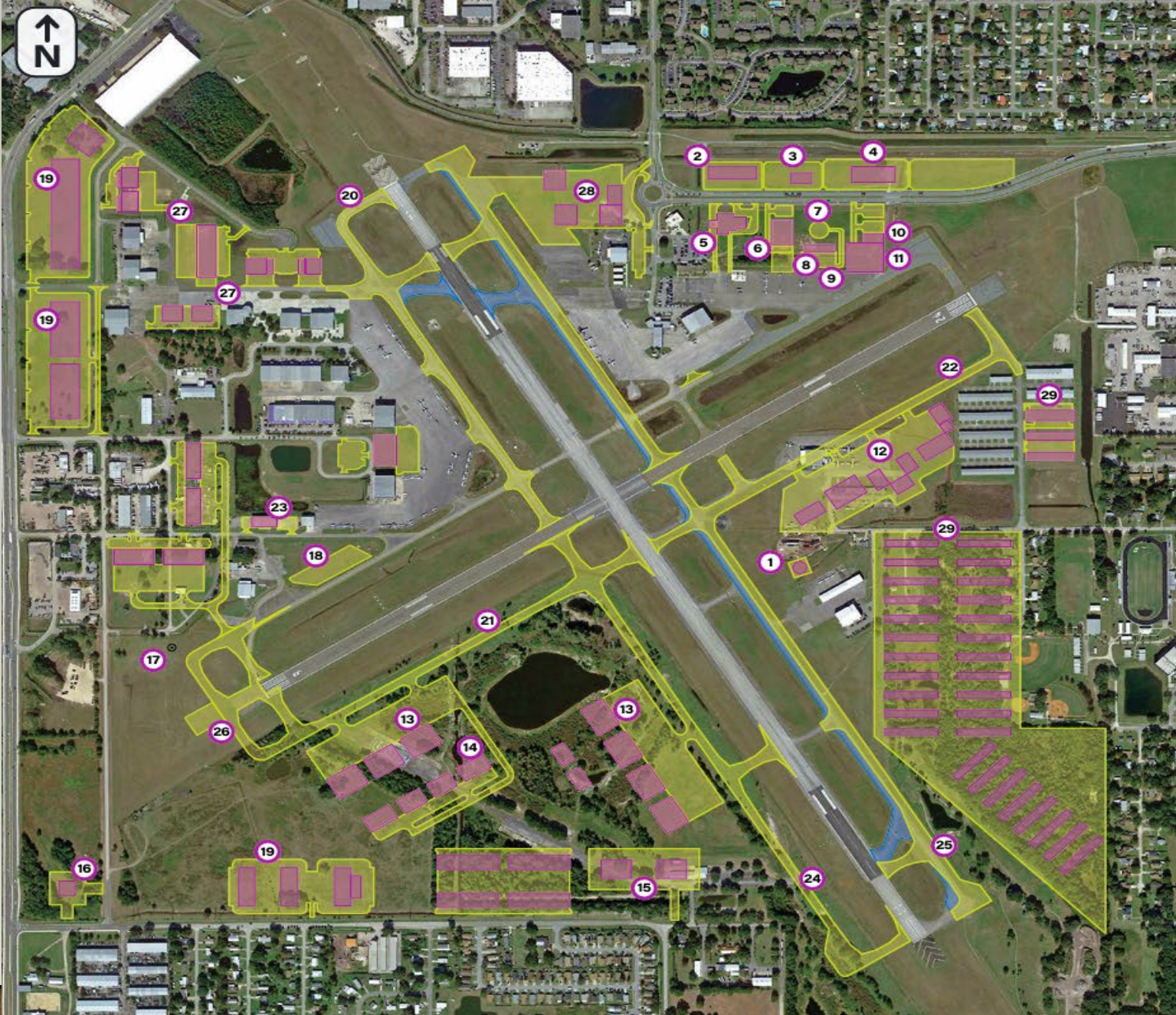
THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL, DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

KISSIMMEE AIRPORT DEVELOPMENT COMPANY, LLC

Kissimmee Gateway Airport

PARCEL 15
APPROXIMATELY 129 ACRES
ZONED AIRPORT/INDUSTRIAL





UPCOMING KISSIMMEE PROJECTS

- | | |
|---------------------------------|--------------------------------------|
| 1 ATCT | 16 Convenience Store |
| 2 Hotel | 17 Secondary Weather Sensor (AWOS-I) |
| 3 Restaurant | 18 Run-Up Pad |
| 4 Offices | 19 Warehousing |
| 5 Fire Department / ARFF | 20 Taxiway D Rehabilitation |
| 6 Customs and Border Protection | 21 Taxiway E Extension West |
| 7 Vertiport | 22 Taxiway E Extension East |
| 8 Vertiport Terminal | 23 Maintenance Facility |
| 9 Vertiport Apron | 24 Taxiway D Extension |
| 10 Office | 25 Taxiway A Relocation to Standards |
| 11 40,000 SF Hangar | 26 Runway 6-24 Extension |
| 12 Patrick Street Project | 27 Business Park |
| 13 30,000 SF Hangars | 28 Cirrus Aircraft |
| 14 15,000 SF Hangars | 29 T-Hangars |
| 15 Florida Coach Project | |



*as of April 2023

INITIAL DEVELOPMENT PROJECT PLAN AND BUDGET PER MOU

A. Predesign - TBD

- a. Draft Lease Agreements
- b. Income Streams
- c. Tenant Prelease & Build to Suit
- d. Infrastructure Bonds
- e. Vertical Funding

INITIAL DEVELOPMENT PROJECT PLAN AND BUDGET MOU

B. Design and Engineering

- a. Site Survey (60 - 90 days from NOC)
- b. Site Design (Consult with Shaun/City of Kissimmee)
- c. Site Engineering
- d. Architecture
- e. Media Plan

DEVELOPMENT PROJECT PLAN AND BUDGET TO BE NEGOTIATED IN TERM SHEET

C. Construction

- a. Permits
- b. Phase 1
- c. Hangar Rd. & Jack Calhoun Dr. 29.5 Acres
 - Aircraft Maintenance
 - FBO Office
 - Warehouse
 - Manufacturing
 - Hangars
 - Box Hangars

DEVELOPMENT PROJECT PLAN AND BUDGET TO BE NEGOTIATED IN TERM SHEET

Phase 2 - Jack Calhoun Rd, 56.4 Acres

- a. Aircraft Maintenance
- b. Manufacturing
- c. Warehouse
- d. Vertiport
- c. Hangars
- e. T-Hangars
- f. Box Hangars

DEVELOPMENT PROJECT PLAN AND BUDGET TO BE NEGOTIATED IN TERM SHEET

Phase 3 - Gilbert Ave. 15 Acres TBD

- a. Hotel & Meeting Space (For consideration/discussion)
- b. Commercial (For consideration/discussion)
- c. First Right of Refusal (For consideration/discussion)

Phase 4 - Jack Calhoun Rd. 34 Acres TBD

KISSIMMEE GATEWAY AIRPORT SITE PLANNING SCHEDULE

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors
1			Project Start	0 days	Mon 11/3/25	Mon 11/3/25	
2			Field Work (by Others)	40 days	Mon 11/3/25	Fri 1/9/26	1
3			Survey	8 wks	Mon 11/3/25	Fri 1/9/26	
4			Geotech Report	6 wks	Mon 11/17/25	Fri 1/9/26	3FF
5			Task A - Horizontal Site Plan	55 days	Mon 11/3/25	Fri 1/30/26	1
6			Set up Initial Existing Conditions Base Plan from Aerial Imagery and GIS Data	2 wks	Mon 11/3/25	Fri 11/14/25	
7			Coordination with City for Initial Program	1 wk	Mon 11/10/25	Fri 11/14/25	6FF
8			Prepare Initial Site Plan	3 wks	Mon 11/17/25	Tue 12/9/25	7
9			Preliminary Stormwater Design	1 wk	Wed 12/3/25	Tue 12/9/25	8FF
10			Review and Comments	2 wks	Wed 12/10/25	Tue 12/23/25	8
11			Finalize Horizontal Site Plan integrated with Survey	3 wks	Mon 1/12/26	Fri 1/30/26	3,10
12			Task B - Access Plan	1 wk	Mon 2/2/26	Fri 2/6/26	11
13			Task C - Utility Plan	2 wks	Mon 1/5/26	Fri 1/16/26	10
14			Task D - Stormwater Management Plan	4 wks	Mon 1/12/26	Fri 2/6/26	3,4,10
15			Task E - Mass Grading Plan	2 wks	Mon 2/9/26	Fri 2/20/26	14
16			Task F - Opinion of Probable Costs	2 wks	Mon 2/23/26	Fri 3/6/26	5,12,13,14,15
17			Taks G - Development Schedule	1 wk	Mon 3/2/26	Fri 3/6/26	16FF

CELEBRATING 80 YEARS OF SERVICE

We at Kissimmee Airport Development Company are eager to bring Kissimmee Gateway Airport into the future while embracing the over 80 years of history there. We met with the Osceola County Historical Society and have had conversations with the Museum of Military History to obtain historical information tied to the airport and Kissimmee. Our goal is to not only make Kissimmee Gateway Airport the true economic development engine it was always meant to be but to also provide an educational opportunity for those visiting and working there.

KADC EXECUTIVE TEAM

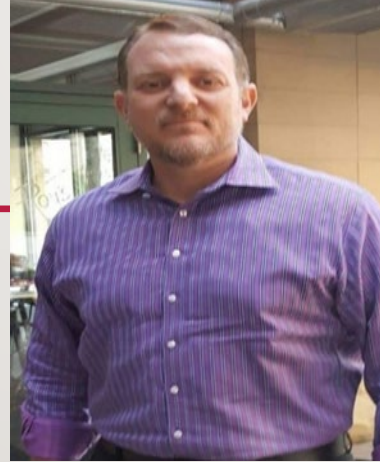
HECTOR LIZASUAIN
CHIEF EXECUTIVE OFFICER



Hector Lizasuain is a pivotal, transformative leader in raising his community's and client's profile, visibility, and perception, attracting local and international investors, and provides distinction and well-deserved attention to projects, providing critical strategy, leadership, and execution working with local government and community organizations promoting and advancing their goals and objectives.

Hector has close to 28 years of government and community leadership experience which is reflective in the awards and recognition he has received over the years. Hector was the former Executive Director of the largest development authority in the State of Florida and largest tax base in Osceola County and his reputation as an influencer is reflected by many in the Central Florida Region.

JIM SHIVERS
CHIEF OPERATING OFFICER



Jim Shivers, Principal and President – Tennessee Development Partners, is a distinguished general contractor and property developer over 31 years of expertise spanning industrial, commercial, residential, tourism, luxury, energy, and medical sectors. His career is defined by visionary leadership, meticulous planning, and consistent delivery of innovative and impactful developments.

ROBERT L. TURCHETTA
CHIEF FINANCIAL OFFICER



Robert L. Turchetta is a dynamic real estate expert, seasoned entrepreneur, and former corporate executive now based in South Carolina, with a career defined by innovation and results. Holding a Bachelor of Science in Marketing and Sales from the University of South Florida, Tampa, Robert built a robust 17-year corporate foundation before transitioning into entrepreneurship, leaving a lasting mark across industries.

KADC TEAM OF EXPERTS



STEVE BOYD

Steve is a well-respected Civil Engineer in the Central Florida region with over 25 years of experience in designing mixed developments.

Design407

c o n c e p t



ELISA GONTIJO

25 years of experience in architecture and interior design, Elisa's work can be seen in more than 300 hotel, office, and commercial projects around the world.



ELAINE A. IMBRUGLIA

Ms. Imbruglia has over 25 years of experience in ecological consulting and scientific studies.



Johnston's Surveying, LLC, is under the leadership of Richard D. Brown as President/Owner since acquiring the firm in 2022 from W. Turner Wallis IV. The depth of our team is demonstrated by the tenure of our staff having a combined 190 years of surveying experience serving the Central Florida area.

TEAM AND RESOURCES



QUESTIONS

ITEM 7.B

Sponsorship from Toho Water Authority for the City of Kissimmee 2026 Festival Series

Request

Approval to accept sponsorship from Toho Water Authority for Parks and Recreation produced festivals in the amount of \$6,500 in order to provide funding for special events at Kissimmee Lakefront Park.

Explanation

On October 6, 2025, the TOHO Water Authority approved a Key Brand & Marketing Partner Agreement for \$6,500 to support the City of Kissimmee Parks and Recreation 2026 Festival Series, which includes: MLK Unity Festival, PrideFest Kissimmee, Kowtown, Juneteenth and 4th of July.

These funds will assist the Parks and Recreation Department in hosting and promoting high-quality community events that create leisure experiences designed to enhance the quality of life for the City's residents and visitors. As a condition of this award of sponsorship, TOHO Water will be listed as a sponsor on promotional materials and event advertisements and have participation at the agreed-upon events to provide water education and conservation.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150663-504901		Increase		6,500.00
00100366-366001		Increase		6,500.00

Financial Summary:

The Events and Venues Division will use this sponsorship for upcoming special events at the Lakefront Park through their advertising account.

Recommendation

Approval to accept sponsorship from Toho Water Authority for Parks and Recreation 2026 Festivals in the amount of \$6,500 to provide funding for special events at the Kissimmee Lakefront Park.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
City of Kissimmee

1. COK Brand Partner Proposal

Key Brand & Marketing Partner Agreement: Toho Water Authority – City of Kissimmee

The purpose of this Agreement is to formalize the partnership between Toho Water Authority (Toho) and the City of Kissimmee (COK) in support of joint brand, marketing, and community engagement activities throughout the fiscal year. This proposal defines financial support, event participation, and the terms under which Toho's resources will be utilized.

Financial Contribution

Toho agrees to provide the Partner with a total of **\$6,500** for Fiscal Year 2026. This funding is intended to support shared branding efforts, community engagement events, and visibility opportunities for both parties.

Event Participation and Representation

COK agrees to include Toho Water Authority in the following events:

- Martin Luther King Jr. Unity Festival
- Pridefest Kissimmee
- Kowtown
- Juneteenth
- 4th of July

Toho is responsible for scheduling in advance to ensure availability of team resources and staff. Toho's participation in events will include, as appropriate:

- A branded booth and outreach table
- Staff representation for community engagement
- Branded promotional materials and educational resources
- Event-specific water education and conservation messaging

Toho's Commitments

Toho agrees to provide the following assets in FY2026 to support this partnership and the above-mentioned event schedule:

- **One (1)** guaranteed appearance of the Toho **Water Buggy**, excluding July 4th to guarantee fairness within this partnership category (value of approx. \$1,500 with equipment usage and staff time)

Proposed by: Caitlin Dineen, Toho's Director of Public Relations & Communications
June 20, 2025

- **Two (2)** events with a guaranteed appearance by **Hydro**, Toho's official mascot
- Toho-managed **water coolers** (upon request) for the non-water buggy events

All requests for resources must be submitted with no less than four (4) weeks' notice, subject to availability and approval by Toho.

Branding and Recognition

At each event where Toho is present or contributing resources, COK agrees to recognize us as a key sponsor or brand partner. This may include but is not limited to:

- Inclusion of Toho's logo in event marketing and materials
- On-site signage identifying Toho as a sponsor
- Verbal acknowledgment during the event program (if applicable)

Reporting and Evaluation

COK agrees to provide a year-end summary report outlining event participation, reach, impressions, and engagement outcomes where Toho was represented. Toho may request photos or anecdotal stories for internal or external communications use.

Post-Agreement Event Modifications

Toho understands events are subject to change for a variety of reasons. In the case an agreed upon event is cancelled, please contact your Toho contact immediately to begin discussing a reallocation of funds for a different event or program. Failure to do so could result in a reduction in funding in the future.

ITEM 7.C

City Hall Elevators Modernization

Request

Approval to utilize the US Communities/OMNIA #EV2516 Contract with KONE, Inc. (Contract #20260065) for the modernization of two passenger elevators at City Hall, in the amount of \$797,370.00.

Explanation

The City of Kissimmee intends to renovate and modernize the two existing passenger elevators at City Hall, located at 101 Church Street, Kissimmee, FL. Both units will be replaced with KONE MonoSpace 500 DX traction elevators, each with 2,500 lb. capacity.

Multiple options were evaluated by City personnel and third-party engineers, who recommended a full replacement of the existing system. Upgrading the obsolete hydraulic system would pose ongoing maintenance and reliability risks. Therefore, KONE was identified as the only vendor capable of providing a traction system that meets the building's existing constraints and ensures long-term operational efficiency.

The scope of work includes full removal and replacement of elevator machinery and controls, with machine-room-less traction equipment, new elevator car finishes, lighting, and stainless-steel components, installation of an emergency communication system, and related trade work, including HVAC, electrical, and fire alarm upgrades as outlined in the project scope.

The modernization will improve energy efficiency, ride comfort, code compliance, and long-term reliability of the City Hall elevators. KONE's pricing is based on OMNIA Contract #EV2516 and includes a \$24,000 tariff allowance. The proposed work will be coordinated by the City's engineering and capital projects team.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
36045606 - 506292	CS2517		\$ 700,000.00	\$ 700,000.00
56045606 – 506292	CS2401		\$382,216.00	\$137,240.00

Financial Summary:

Adequate funding for the City Hall Elevators Replacement Project is readily available in the accounts listed above.

Recommendation

Approval of an Agreement with KONE, Inc. for the modernization of the two passenger elevators at City Hall in the not-to-exceed amount of \$797,370.00, plus a 5% contingency of \$39,868.50, for a City of Kissimmee

total project authorization of \$837,238.50, and authorization for the City Manager or its designee, to execute any related change orders necessary to complete the work.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) Agreement Between the City of Kissimmee and KONE, INC.

AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KONE, INC.
(Omnia – City of Kansas City, Missouri Contract Number: EV2516)

THIS AGREEMENT (“the Agreement”) is hereby made this 18 day of November 2025, by the City of Kissimmee (“City”) and KONE, Inc. (“KONE” or “Vendor”). Collectively, City and KONE are the “Parties.”

WHEREAS, the City is desirous of having KONE provide products and services, as herein described; and

WHEREAS, KONE and Omnia Partners agreed to utilize the City of Kansas City, Missouri Contract Number: EV2516 as for the Omnia Cooperative Contract (“Omnia Contract”) which is incorporated herein by reference; and

WHEREAS, KONE has agreed to provide goods and services within the scope of the Omnia Contract to the City at the same prices in the Omnia Contract; and

WHEREAS, the goods and/or services required by the City and that the City seeks to obtain from KONE are within the scope of the Omnia Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties.

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and specifically incorporated herein and made part of this Agreement.
2. **Scope of Services.** The Parties intend to utilize the Omnia Contract, attached hereto as **Exhibit A**, for the goods and services detailed in Proposal T-0004427046 (the “Proposal”) attached hereto as **Exhibit B**.
3. **Notices.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:

As to KONE:

Ron McCoy
 KONE, Inc.
 9400 Southridge Park Ct #200
 Orlando FL 32819

As to City of Kissimmee:

City of Kissimmee
 City Attorney’s Office
 101 Church St., 5th Floor
 Kissimmee, FL 34741

4. **Term.** The term of this Agreement shall begin upon the date of last signature and shall continue until the Omnia Contract hereunder has expired or has been terminated.
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. 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

9. Foreign Gifts and Contracts. Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

10. Human Trafficking. Vendor shall provide City with the affidavit provided in **Exhibit C** 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.

11. 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.

12. 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.

13. 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.

- 14. Discrimination 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.
- 15. 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.
- 16. Entire Agreement.** This Agreement, together with the Omnia Contract, constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the Parties are merged into and made a part of this Agreement. This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

KONE, Inc.

Signature: *R M S*

Name: Ron McCoy

Title: General Manager

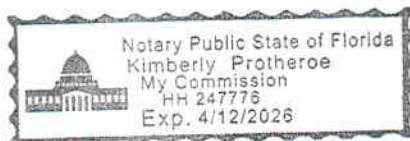
Date: 11/3/2025

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of November, 2025, by RON MCCOY as Gen. Mgr of KONE, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: *Kimberly Protheroe*
 Print Name: KIMBERLY PROTHEROE
 My Commission Expires: _____

City of Kissimmee

Signature: _____

Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

Approved as to form a legal sufficiency:

City Attorney

**FACILITY REPAIR AND MAINTENANCE CONTRACT
EV2516 ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES
GENERAL SERVICES DEPARTMENT**

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

- A. **Initial Term.** The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- B. **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- C. **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.
- D. **The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.**

Sec. 3. Purchase Orders

- A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

- B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor's proposal shall provide all work at the prices contained in Contractor's Proposal that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis:
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone: (816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531- 5523
E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women's Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

- A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.
- C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's

“Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group and skill and the workers’ hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker’s name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
 - c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.
 - d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the “Records.”
6. Contractor shall make all of Contractor’s and Subcontractors’ Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor’s office and shall provide the Records to the City electronically at City’s sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor’s cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor’s expense.
 7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
 8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20’) feet, but the size of the lettering need not be larger than two (2”) inches. In cases where equipment is leased

or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed

whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. "Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – RFP EV2516

Attachment B – Proposer Response dated June 8, 2018

Attachment C - Clarification Questions and Answers

Attachment D - Scope of Services revised per Clarification Questions

Attachment E - Facility Repair and Maintenance Contract Part II

i. Exhibit 1: City of Kansas City Special Requirements

ii. Exhibit 2: City of Kansas City Pricing Schedule

iii. Exhibit 3: National Pricing Schedule

iv. Exhibit 4: Participating Public Agency Service Level Agreement

Attachment F – 00620 Insurance Certificate

THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO**Attachment G – HRD Forms & Instructions**

00440 HRD 5: Construction Contract HRD Instructions
 00450 HRD 8: Contractor Utilization Plan/Request for Waiver
 00450.01 Letter of Intent to Subcontract
 00460 HRD 10: Timetable for MBE/WBE Utilization
 00470 HRD 11: Request for Modification or Substitution
 00485 HRD Monthly Reporting Forms

Attachment H - Bonds

00610 Performance and Maintenance Bond
 00615 Payment Bond

Attachment I – 00830 Wage Rate Requirements

Annual Wage Order #25

County – Cass, Clay, Jackson, Platte or Ray

Work Type: State – Heavy

State – Building

Division of Labor Standards Rules & Regulations

01290.08 Wage Rate Verification Questionnaire

01290.09 Subcontractors and Major Material Suppliers List

01290.11 Daily Labor Force Report

01290.14 Contractor Affidavit for Final Payment

01290.15 Subcontractor Affidavit for Final Payment

Attachment J – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment K – 00630 Revenue Clearance Release Authorization**Attachment L – 00515.01 Employee Eligibility Verification Affidavit**

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases

made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR

I hereby certify that I have authority to execute
this document on behalf of Contractor

Date:

Nov 19, 2018

By:

Title:

Senior Vice President

Date:

12/4/2018

KANSAS CITY, MISSOURI

By:

Cedric Rowan

Title:

Manager of Procurement Services

Approved as to form:

Assistant City Attorney

Attachment D: Scope of Services City of Kansas City/U.S. Communities Master Agreement #EV2516

Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled and will provide an annual written condition report covering each piece of equipment.

1. Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
2. In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
3. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
 - a) Contractor shall proceed with work when so requested and work continuously and diligently until completed.
 - b) Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
 - c) Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
 - d) Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
 - e) Non-Emergency – Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.
 - f) City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
 - g) Contractor shall perform any and all work requested by City.
 - h) Conferences will be held at the request of City or Contractor.
 - i) The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.

4. OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.
5. For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to, or undue interference with, the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.
6. If any maintenance deficiencies are identified during the term of the agreement, KONE will work with Owner/Agency under the terms of the agreement to rectify in a timely manner. Contractor warrants and guarantees to the City that all equipment and materials to be furnished under this agreement are free from all defects in workmanship and materials. Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at Contractor's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this agreement which are or become defective due to such defects within twelve (12) months after new equipment accepted by customer, and 90-days from repair work completed by contractor.
7. If Owner/Agency elects to have a third party perform services on equipment covered under the Agreement, purchaser must promptly notify KONE in writing and provide KONE an opportunity at its own cost to inspect the equipment to ensure compliance with KONE and Industry Standards. Should it be determined that re-work, different or additional work is required, such work will be at purchasers cost. Owner/Agency waives all claims against KONE directly related to a third party's performance of services.
8. Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.
9. Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

Maintenance and Modernization Services to be Performed

1. The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
2. Services shall include, but are not limited to:
 - a) Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
 - b) Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on an as-needed basis.
 - c) Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
 - d) Provide all necessary equipment and supplies.
 - i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.
 - ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.
 - iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.
 - iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.
3. Contractor shall provide a list of planned PM service visits if requested by customer/agency. This list will include the equipment and specific maintenance modules that are scheduled to be performed no less than 1 month in advance of the scheduled PM service visit. If additional schedule requirements are required, KONE will work with said agency locally on a mutual agreeable arrangement.
4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing

each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.

5. KONE will conduct a survey of customer's equipment prior to taking on any piece of equipment when awarded a new contract from our competition by a participating public agency. We will also work with the agency in coordinating an Asset Management Plan that identifies existing condition and state of equipment, recent and upcoming code changes, advancements in technology, and improvements that can be made in ride quality for their customers over a 5-year period.
6. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.
7. In addition, the following scenarios provide a billable call and will be billed in minute long increments:
 - a) Technician answers the trouble call to find the elevator keyed off in some manner by the building (independent service, fire service, etc.).
 - b) Technician answers a call outside his normal maintenance to replace a light bulb in the elevator fixtures.
 - c) Technician answers a call to find debris in the elevator door sill causing the elevator malfunction.
 - d) Technician answers a call to find the elevator doors are timed out due to passengers holding the doors open too long and/or because the elevator infrared edge is dirty.
 - e) Special requests for services to be performed on overtime.
 - f) Code, insurance or local code authority required changes or additional testing required that happen during the contract period.
 - g) Callouts – running on arrival where no technical issues are found (false alarms).

Class "A" Complete Preventative Maintenance

1. Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

1. HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

3. ESCALATORS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

4. WALKWAYS (Class "B" Coverage)

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

5. WHEELCHAIR LIFT (Class "B" Coverage)

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

6. CHAIR LIFT (Class "B" Coverage)

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

7. PLATFORM LIFT (Class "B" Coverage)

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

8. DUMBWAITERS (Class "B" Coverage)

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid state devices, and contactors.

Class "B" Examination, Oil and Grease Service

1. Refer to previous applicable descriptions of work and materials required.
2. Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.
3. Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.
4. All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

Modernization

1. Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to

better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

2. Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
3. Any retained components are to be examined, cleaned, and adjusted as necessary.
4. Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
5. City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
6. Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

Work Sequence

1. Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

Emergency Call Back Services

1. The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:
 - a) Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
 - b) Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

2. "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention immediately or before the contractor's next scheduled preventative maintenance visit.
3. Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
4. Contractor will, at no additional charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance.
5. The City will pay for emergency call back services in accordance with the rates set forth in Attachment 1.
6. Any repeat call backs for the same elevator problem will not be paid for by the City.

Records

1. The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.
2. Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
3. City and any Participating Public Agency can access work order summaries through the KONE Online Portal. In addition, automatic email notifications can be provided upon request.
4. Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
5. At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.
6. Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.
 - a) The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
 - b) Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.
7. In addition to phone service requests, Supplier shall provide an online service to allow City direct access to KONE Online from a personal computer. The Supplier shall provide instructions and

training on how to use the system. KONE offers KONE Care Center 24/7, KONE Online, KONE Mobile and Automatic email notification to assist in placing and monitoring service calls to communicate with all customers. After a service call is placed or registered via KONE Online, Service Center Agents can provide the most up to date ETAs. Our KONE Mobile app provides a notification when technicians arrive, complete work and depart your site.

8. At a minimum, the Supplier's online system will be able to provide the following:
 - a) 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
 - b) Mean Time Between Callback data on a per property and per unit basis
 - c) 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
 - d) Local sales representative and superintendent contact information.
 - e) Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually).
 - f) Indicate if equipment has remote monitoring.
 - g) Data shall be able to be downloaded in to excel or pdf format,
 - h) Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

Contractor Responsibilities

1. Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
2. Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
3. Supply all personnel, equipment, supplies, and services to complete the requested project.
4. Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
5. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
6. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
 - o Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
 - o Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
 - o Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.

- At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
 - The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
 - All communications given to or received from the superintendent shall be binding on Contractor.
 - If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
7. All materials shall be of good quality as provided in the Contract documents.
- All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
 - If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
 - All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

Site Inspections

1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
2. The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

Authorization to Work

1. Work Orders

- a) Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
- b) If Contractor determines the maintenance work order will exceed \$5,000, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:
 - i. Include this Contract Number.
 - ii. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
 - iii. Include proposed number of Calendar Days required to complete the ordered work.
- c) Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.

- d) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

2. Emergency Work

- a) Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
- b) If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling \$5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
- c) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

3. Not-To-Exceed Proposals

- a) Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

4. Stop Work Orders

- a) The City reserves the right to verbally order that all work cease on a project at any time.
- b) The individuals authorized to issue verbal work stop orders are:
 - City's representative
 - City Risk Manager
 - The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

- 1. The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
- 2. The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.

3. Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

Rental Equipment

1. Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
2. Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

Use of Site

1. During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
2. Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
3. Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
4. Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
5. The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
6. Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
7. During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.
8. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
9. Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
10. Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

Labor Compensation

1. Hourly rate will be paid to the Contractor for each workman while on the job site only. US Communities participating agencies will not be expected to pay additional travel expenses (i.e. mileage, fuel, vehicle expense, etc.) outside of the standard hourly billing rates provided. For work

not covered under the Agreement, the travel time will be charged based on the hourly billing rate schedule – billed portal to portal for actual travel time per IUEC (International Union of Elevator Contractors).

2. For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
3. The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
 - o Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
 - o Service trucks and all related expenses.
 - o Normal expendables
 - o General Conditions including Insurance and Bonds
 - o Office expenses
 - o Profit and other overhead

Invoices

1. Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
2. Invoices must include but not be limited to the following information:
 - o Work/Task Order Number if applicable.
 - o Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
 - o Total hours worked by each trade and applicable hourly wage rate bid.
 - o Invoices will include breakout of material expenses and labor.
 - o Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
 - o Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

Airport Security Requirements

1. Contractor shall comply with all airport security requirements at those locations.
2. Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a \$35.00 fee for each employee for fingerprinting and background processing and a \$100.00 security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.
3. Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any

federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), TSA Security Guidelines for General Aviation Airports, and Aviation Department Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

Inspections, Tests and Reports

1. Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.
2. Testing of all safety devices and governors shall be completed as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
3. The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing should be performed during normal business hours.
4. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier shall not be held responsible for any damage to the building and equipment caused by the test, unless such

damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Supplier.

5. Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.

EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, transporter, treater or disposal facility as those

terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal

B. ELEVATOR & Dumbwaiters

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

C. ESCALATOR AND POWERWALK

1. Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

OBSOLESCENCE

Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, such component has been installed 20 or more years, or any reputable third party parts provider no longer supports or has available in stock in the same form, fit and equivalent operation/function. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

PART II
FACILITY REPAIR & MAINTENANCE
CONTRACT

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.

3. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification shall be limited to the coverage and limits of General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all negligent acts or omissions in connection with this Contract but only to the extent caused by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the negligence of City.

D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Independent Contractor. Contractor is an independent contractor and is not City's

agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 3. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. **Commercial General Liability Insurance:** with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests
Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate
Liability Limit

d. No Contractual Liability
Limitation Endorsement

e. An Owners and Contractors
Protective Liability Policy (OCPL).

2. **Workers' Compensation Insurance:** as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory
Employers Liability \$100,000 accident
with limits of:

\$500,000 disease-policy limit

\$100,000 disease-each employee

3. **Commercial Automobile Liability Insurance:** with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as

to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as Named Insureds on the OCPL for the services performed under this Contract and maintain products and completed operations coverage for the duration of this Agreement. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to do business in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts

required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

Sec. 4. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 5. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 6. Termination for Convenience.

A. City may, at any time upon thirty (30) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination

and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 7. Resolution of Claims

A. For purposes of this Section 7 only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.

2. City's Representative--Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

H. The time frame for the Director's decision may be tolled if the parties mutually

agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 8. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City and Contractor.

Sec. 11. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 14. Affirmative Action. Not Used.

Sec. 15. Tax Compliance. Contractor shall provide proof of compliance with the City's tax

ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$150,000.00.

Sec. 16. Assignability or Subcontracting.

A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17. Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to

perform services on behalf of Contractor in this Contract.

Sec. 18. Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 19. Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 20. Employee Eligibility Verification. If this contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_118522_1678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 21. Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 22. Missouri Sales Tax Exemption.

Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 23. Escalator Technical Survey.

Contractor is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, Contractor will provide a separate proposal or recommendation for such work. Contractor's price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during Contractor's technical survey, City will immediately remove the unit from service until repairs are performed. City agrees to indemnify, defend, and hold Contractor harmless for any claims arising out of City's failure to comply with Contractor's recommendations and proposal. If City does not immediately approve Contractor's proposal or recommendation, Contractor reserves the right to terminate this Agreement without penalty.

Sec. 24. Hazardous Materials. Notwithstanding anything contained to the contrary within this bid or contract, Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the City's sole responsibility and expense.

Sec. 25. Consequential Damages. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised

of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

Sec. 26.Force Majeure. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond Contractor 's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Sec. 27.Intellectual Property. All proprietary and intellectual property rights to the equipment, any drawings, technical documentation and software shall remain solely with Contractor.

FACILITY REPAIR CONTRACT**AMENDMENT NO. 1****PROJECT/CONTRACT NO. EV2516 Elevator and Escalator Maintenance and Repair Services
General Services Department**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Kone, Inc. (Contractor). The parties amend the Contract entered into on December 1, 2018, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

1. Updating Exhibit 3-National Pricing Rates from 2024-2029.

Sec 2. Term of Contract and Additional Periods

- A. Initial Term. The initial term of this Contract shall begin on December 1, 2018, and shall end on November 30, 2029 for a eleven (11) year term. The Manager of Procurement Services is authorized to enter into an amendment of this contract with the CONTRACTOR to extend the term of this contract and time of performance for this contract.
- B. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.
- C. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract
- D. City funding for this contract is annually appropriated per each department's budget on May 1st of each year. CITY shall not have any financial obligations to Contractor under this amendment until the CITY issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$1,200,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or resolution authorized amendments without further City Council or Park Board approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: _____

By: Michael Lynch

Title: Key Account Manager

KANSAS CITY, MISSOURI

6/25/2024
Date: _____

By:  DE6901B73458419...

Title: Chief Procurement Officer-Manager of Procurement



6/25/2024

Approved as to form:

 74DB71E68377461...
Assistant City Attorney

7/2/2024



Proposal for

Kissimmee City Hall

CITY OF KISSIMMEE

KONE People Flow Solution Proposal
08/19/2025

Dedicated to
People Flow™

**CITY OF KISSIMMEE**

101 Church St
Kissimmee, Florida 34741-5054

KONE People Flow Solutions Proposal

Kissimmee City Hall

08/19/2025

Proposal Number: T-0004427046

Prepared by: Aaron Smelser, Sr. Sales Executive
407-812-8033
aaron.smelser@kone.com

1. Proposal

Pricing summary

The KONE solution includes design, manufacturing, supply and installation of the following. This proposal is based on the terms, conditions and pricing of the US Communities/OMNIA and KONE Inc Contract #EV2516:

					 Elevator
Equipment name	Solution	Capacity/Speed	Landings/Entrances		Price
 MKOF FRB MonoSpace 500 22.2-1	1 x KONE MonoSpace 500 DX	2500 lbs / 150 fpm	Landings: 5 Entrances: 5 front / 0 rear		\$ 445,846.00
MKOF FRB MonoSpace 500 22.2-2	1 x KONE MonoSpace 500 DX	2500 lbs / 150 fpm	Landings: 5 Entrances: 5 front / 0 rear		\$ 327,524.00
Building 1 Total					\$ 773,370.00
Tariff Allowance (see page 11 – this is per US Communities Agreement)					\$24,000.00
Total Sales Price					\$ 797,370.00

Validity of proposal

Pricing is based on the contents specified in this Proposal and the appendices and Bid Attachments, which are incorporated into this Proposal (the "Proposal"). Contract terms shall be in accordance with Bid Attachment "A" / KONE Inc. General Terms and Conditions and Bid Attachment "B" / Site Safety Requirements/ Work by Others, which are incorporated by reference. In the event of conflicts or inconsistencies between this Proposal and any other contract document (including any contract drawing or specification), this Proposal shall supersede and prevail. This Proposal is valid for 30 days.



2. Your Solution

Elevator Technical Specification

	MKOF FRB MonoSpace 500 22.2-1	MKOF FRB MonoSpace 500 22.2-2
Base solution		
KONE Solution	KONE MonoSpace 500 DX	KONE MonoSpace 500 DX
Machinery location	Guiderail-mounted in overhead of hoistway	Guiderail-mounted in overhead of hoistway
Capacity (lb)	2500	2500
Speed (fpm)	150	150
Travel height (ft)	56 ft 0 in	56 ft 0 in
Stops	5	5
Front entrances	5	5
Rear entrances	0	0
Control system	Full collective Duplex	Full collective Duplex
IBC seismic design Category	A	A
Regulations	ASME A17.1-2019	ASME A17.1-2019
KONE Environmental Product Declarations	https://www.kone.com/en/products-and-services/green-building/lifecycle-impact-assessments/	
Shaft construction		
Shaft size (W x D) (ft)	8 ft 3.1875 in x 6 ft 10.4375 in	8 ft 3.1875 in x 6 ft 10.4375 in
Pit depth (ft)	4 ft 1 in	4 ft 1 in
Clear Height under Ceiling (ft)	12 ft 4 in	12 ft 4 in
Headroom Bracket attach type B side	Welded to horizontal steel (12)	Expansion anchor, concrete (10)
Headroom Bracket attach type D side	Expansion anchor, concrete (10)	Welded to horizontal steel (12)
Mechanical components & machinery		
Power supply, machinery (V / Hz)	480 / 60	480 / 60
Car and doors		
Car size (WxDxH) (in)	6 ft 3.9843 in wide x 4 ft 7.5118 in deep x 7 ft 6 in high	6 ft 3.9843 in wide x 4 ft 7.5118 in deep x 7 ft 6 in high
Door opening dimensions (WxH) (ft)	3 ft 6 in x 7 ft 0 in	3 ft 6 in x 7 ft 0 in
Controller location	1st floor Hoistway to controller (horz) [ft]: 50	1st floor Hoistway to controller (horz) [ft]: 50



Design Group 1 - MKOF FRB MonoSpace 500 22.2-1



Rear and Side walls



Front and Side walls



Do you want to see the
design in 3D view?
Click below

→ KONE CAR DESIGNER



<https://cardesigner.kone.us/#/doc/73226cf8-5553-4421-acdb-e7379474c940>

Design Group 1 - MKOF FRB MonoSpace 500 22.2-2



Rear and Side walls



Front and Side walls



Do you want to see the
design in 3D view?
Click below

→ KONE CAR DESIGNER





<https://cardesigner.kone.us/#/doc/c12bc1e8-7412-4a37-8a9a-aaf6d280492a>

Materials and design

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist including number of wall panels, orientation of design, etc. Final approved layout drawings will reflect the actual cab design.

Elevator MKOF FRB MonoSpace 500 22.2-1

Car walls	Studio Teak (7960K-18 Wilson Art) or other KONE standard laminate
Front wall	#4 Brushed Stainless Steel, pan type door
Ceiling	Direct lighting, round LED (CL80) #4 Brushed Stainless Steel
Flooring by others	Maximum floor thickness: 0.5 in Maximum floor weight: 6 lb/ft2
Handrail	HR64- Tube D38 with rounded ends #4 Brushed Stainless Steel Handrail on side and rear walls
Skirting	#4 Brushed Stainless Steel
Car Fan	Fan Required
Door type	Single-speed, right-hand, side-opening
Entrance equipment	The existing hoistway entrances and hoistway door panels shall be retained and reused in place.
Door material	#4 Brushed Stainless Steel
Sill material	Aluminum
Number of car operating panels (COP)	1
COP details	Dot matrix Flush #4 Brushed Stainless Steel Vertical (VER) Media screen all in 1 (CM3)
Jamb mounted destination indicator	Car Lantern (jamb-mounted) included
Signalization Series	KSS570 series signalization

Additional Options

24/7 Emergency Communications	Yes
Hall/Lobby panel included	No

Hazard Avoidance

Operation of car ventilation	KONE Standard Fan
------------------------------	-------------------



Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
5 Front	5	Retained	Retained		Hall Lantern
4 Front	4	Retained	Retained		Hall Lantern
3 Front	3	Retained	Retained		Hall Lantern
2 Front	2	Retained	Retained		Hall Lantern
1 Front	*1	Retained	Retained		Lantern / Position Indicator

Elevator MKOF FRB MonoSpace 500 22.2-2

Car walls	Studio Teak (7960K-18 Wilson Art) or other KONE standard laminate
Front wall	#4 Brushed Stainless Steel, pan type door
Ceiling	Direct lighting, round LED (CL80) #4 Brushed Stainless Steel
Flooring by others	Maximum floor thickness: 0.5 in Maximum floor weight: 6 lb/ft2
Handrail	HR64- Tube D38 with rounded ends #4 Brushed Stainless Steel Handrail on side and rear walls
Skirting	#4 Brushed Stainless Steel
Car Fan	Fan Required
Door type	Single-speed, right-hand, side-opening
Entrance equipment	The existing hoistway entrances and hoistway door panels shall be retained and reused in place.
Door material	#4 Brushed Stainless Steel
Sill material	Aluminum
Number of car operating panels (COP)	1
COP details	Dot matrix Flush #4 Brushed Stainless Steel Vertical (VER) Media screen all in 1 (CM3)
Jamb mounted destination indicator	Car Lantern (jamb-mounted) included
Signalization Series	KSS570 series signalization

Additional Options

24/7 Emergency Communications	Yes
Hall/Lobby panel included	No



Hazard Avoidance

Operation of car ventilation

KONE Standard Fan

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
5 Front	5	Retained	Retained		Hall Lantern
4 Front	4	Retained	Retained		Hall Lantern
3 Front	3	Retained	Retained		Hall Lantern
2 Front	2	Retained	Retained		Hall Lantern
1 Front	*1	Retained	Retained		Lantern / Position Indicator

3. Project-Specific Clarifications

This proposal includes provisions for KONE 24/7 Emergency Video Communications, which fully meets the intent of IBC 2018 and ASME A17.1 2019 code. In addition to the two-way audio communication, it allows for text-based two-way communication between the elevator cab and the KONE Customer Care Center as well as means to visually verify if the cab is occupied when an emergency call is placed. This solution is turn-key and code compliant, and includes the following:

- Hardware that enables audio and text-based two-way communication and video into the elevator cab, including touchscreen mounted in the car operating panel, camera, and all related wiring
- Wireless communication to KONE Customer Care Center is provided by KONE. No additional data and voice network or phone line is required to be provided by others
- 4-hour battery backup of both of in-car communication devices, wireless data, and voice network
- 24 hour-a-day, 7-day-a-week monitoring of elevator by KONE Customer Care Center
- The customer must provide a LAN network with internet service for the KONE Emergency Video Communications solution to connect with Cloud services. The network should support a 4-hour power backup and DHCP service for KONE devices. A router may be required for network interconnection. However, router delivery and configuration, as well as cables connecting KONE solutions to the LAN network, are not included in KONE's scope. The provided cables must reach the KONE solution's installed location. Specific network requirements will be detailed separately.

KONE 24/7 Emergency Video Communications services are included in the proposal for the duration of the warranty maintenance period. The payment obligation related to the KONE 24/7 Emergency Video Communications services among other provisions, survives termination of any maintenance agreement. Sufficient AT&T or Verizon cellular in the United States, or Rogers Roaming in Canada, connectivity in the control space and a dedicated 110V disconnect are required to be provided by others to enable KONE 24/7 Emergency Video Communications.

Per RFI Response from City of Kissimmee dated 8/11/25. The related trade work (electrical, fire alarm, HVAC) shown below is the entirety of the related trade work included in our scope.

Owner to provide storage area for KONE supplied containers within 100' of elevator hoistways.

SCOPE OF WORK

HVAC

- Installation of a 3 ton mini split system as per the engineers design
- The indoor unit will sit above the entry door
- The outdoor unit will be in the mechanical cage sitting on a hurricane pad (covering up to 150mph, H-class)



-Refrigerant lines will run from the outdoor unit to the building underground. Any exposed lines will be painted with UV protection (on the insulation)

-Thermostat included

-New R454b refrigerant included

-Condensation pump included, if needed

-Condensation line will discharge to the nearest draining point

-Core drills included

Electrical

-Demo cab disconnect and piping in the equipment room

-Install new fuses, a new cab disconnect and piping in the equipment room

-Bring lighting up to code in the equipment room and pit

-Install new GFI in the equipment room and pit

-Run new Fire Alarm piping from the panel to each landing and to equipment room

-Existing 70amp breakers and 70amp fuses

-Run pipe from equipment room to the top of the shaft

-Installation of two, 100amp disconnects for the 20hp motors

-Run pipe up the shaft for the 120amp circuit feeding the lights and receptacles

-Run pipe from the electrical room to the equipment room for the ATS signal wires and shunt trip wires

-Run power for the hvac unit

Fire Alarm

- Reprogram existing relays for new controller

- add any new relays required for elevator recall

- Provide technicians for two (2) elevator inspections

- Test and inspect fire alarm system, send signals to central station utilizing sole path communication

- Train customer on use of system

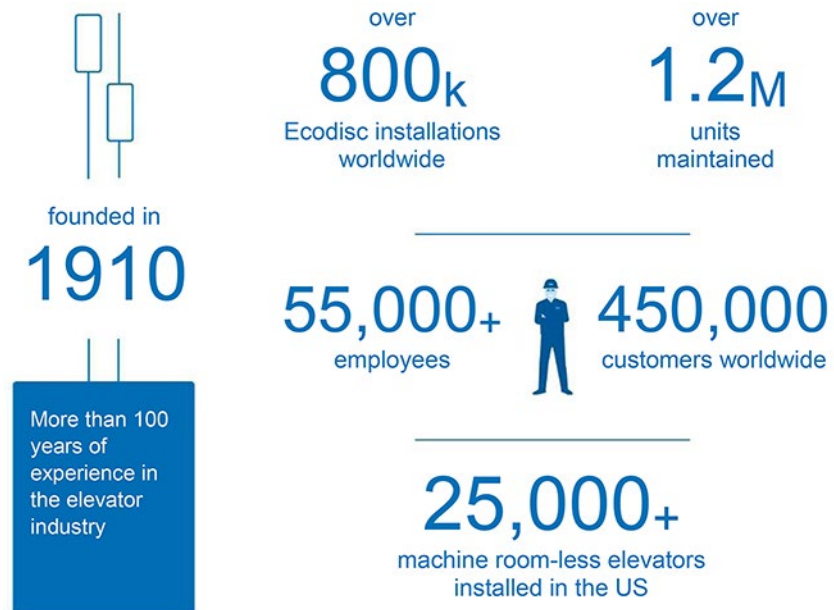


4. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



Product offer

KONE MonoSpace DX®

A flexible machine room-less traction elevator solution for low to mid-rise buildings.

- Excellent eco-efficiency – hoisting technology, lighting, and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator.



KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind

KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and act before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.



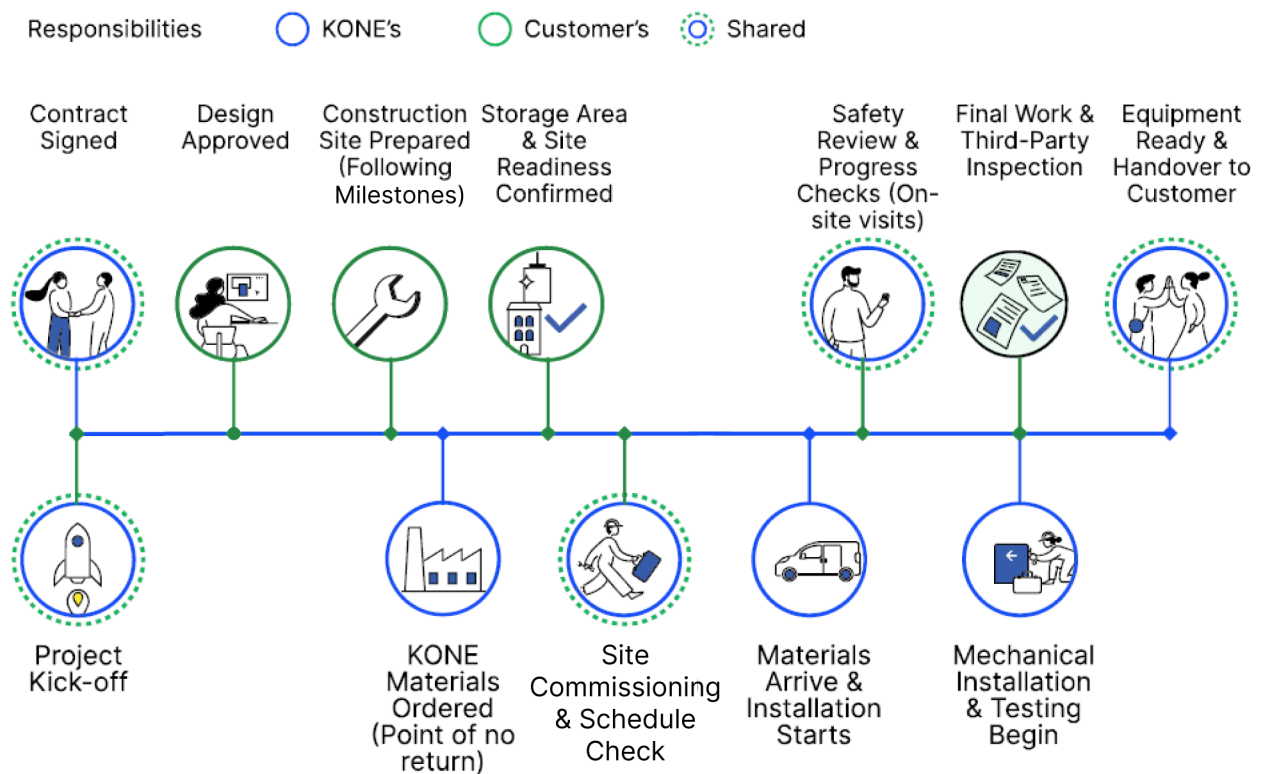
Read more at
kone.us/connected



5. Ensuring Project Success

Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



Preparation of Submittals	2 weeks	From receipt of contract and first payment.
Contract Review	6 weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	2	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	14-18 weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time. Delivery times may be extended due to delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, availability of personnel, logistics providers, and supply chains.



Notice to commence on site and site check	2 weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfils the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Installation	25 weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	1 weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.

Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. These conditions will be verified during the site readiness visit.

- 1 Adequate access for delivery of elevator material + clean/dry 21' x 56' storage space per elevator.
- 2 The hoistway, pit, and machine room must be clean and dry.
- 3 NA
- 4 Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
- 5 NA
- 6 Applicable work areas must have adequate lighting.
- 7 Finished floor marks must be visible from the hoistway openings at all landings.

Warranty

Our Proposal includes 12 months of KONE 24/7 Connected Services. No standard maintenance is included.

Price Adjustment

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or similar means), or any increase in duties or tariffs on imported materials, raw materials and/or finished goods, whether imposed by domestic or foreign governments.

Contractor has set aside an amount of \$24,000.00 within the Scope of Work to specifically cover tariff costs related to this project. Contractor will track all costs associated with this allowance internally. Any changes or modifications to this allowance will be submitted once the duties or tariffs on imported materials, raw materials, and/or finished goods have been delivered to the distribution center. This allowance can be used without special authorization, permission, or approval. Once the allowance is either exhausted, exceeded, or the Scope of Work is completed with remaining funds, the Scope of Work will be formally adjusted with a deductive change order (credit) for any unused portion, or an additive change order if costs exceed the allowance.



Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's electronic invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

Confidentiality

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited.

Completion

The price is based on KONE completing its work by December 31, 2026, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

Storage/delivery/remobilization

If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage (\$3,000 / month per unit) and labor for double handling of the materials (\$4,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of \$4,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.

Changes to the work

KONE shall not be required to proceed with any Customer directed change to the Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. However, should KONE proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such action is specifically conditioned on Customer promptly converting the Extra Work to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds ten percent (10%) of the Subcontract Price. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, will be construed to be a waiver of KONE's right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date, even if a notice period exists in the contract documents. KONE will not proceed with a Construction Change Directives or a Field Order if there is a reasonable safety concern or it is unreasonable to proceed.

Inspections

This Proposal includes one final inspection per elevator by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing



rates. No overtime has been included in this Proposal.

6. Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Kissimmee City Hall

Proposal No: T-0004427046

Site Address: , , Florida,

Total Sales Price: \$797,370.00

Customer

CITY OF KISSIMMEE

Date

A handwritten signature in black ink, appearing to read 'I. M. Lespier', is written over a horizontal line.

Signature

Ivan Lespier
City of Kissimmee
Senior Construction Project Manager

Printed name



THIS PAGE INTENTIONALLY LEFT BLANK

ITEM 7.D

Resolution Approving an Affordable Housing Development Consistent with Florida Statutes 166.04151(6)

Request

Approval of a Resolution approving an affordable housing development consistent with Florida Statutes 166.04151(6).

Explanation

The Florida Live Local Act, Section 166.04151(6), Florida Statutes (2025), authorizes local governments to approve the development of housing that is affordable on any parcel zoned commercial and on any parcel, including any contiguous parcel, that is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included are for housing that is affordable.

BG Kissimmee Owner 1 LP ("BG") is seeking City approval to develop the site based on the provisions of Section 166.04151(6) Florida Statutes (2025) which allows for the development of affordable housing on parcels of land that are zoned for commercial or are owned by a religious institution, subject to the requirements in Section 420.0004, Florida Statutes (2025). BG proposes to develop a multifamily rental community with 300 affordable residential units on a 9.05-acre parcel generally located at the intersection of Fortune Road and Simpson Road. BG has committed 15 units at 35% area median income (AMI) and 285 units at 60% AMI for a period of 15 years. BG submitted a pre-application (PRE-25- 0032) to the City which included a site plan of the Project.

The affected property is currently zoned General Commercial (B-3) with an underlying future land use of Commercial. This Resolution authorizes BG to develop the Project consistent with the requirements of Sections 166.04151(6) and 420.0004, Florida Statutes (2025).

Recommendation

Approval of a Resolution approving an affordable housing development consistent with Florida Statutes 166.04151(6) and 420.0004, Florida Statutes (2025).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S)Proposed Resolution - BG Kissimmee Owner 1 LP - Live Local Act

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF KISSIMMEE, FLORIDA, APPROVING AN
AFFORDABLE HOUSING DEVELOPMENT CONSISTENT
WITH FLORIDA STATUTES SECTION 166.04151(6);
PROVIDING FOR CONFLICTS, PROVIDING FOR
SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Florida Live Local Act, Section 166.04151(6), Florida Statutes (2025), authorizes local governments to approve the development of housing that is affordable on any parcel zoned commercial and on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included are for housing that is affordable; and

WHEREAS, BG Kissimmee Owner 1 LP (“BG”) proposes to develop a multifamily rental community with 300 affordable residential units (the “Project”), on a 9.05-acre parcel located generally at the intersection of Fortune Road and Simpson Road (Parcel ID# 18-25-30-00U0-0050-0000) as described on Exhibit “A” attached hereto; and

WHEREAS, the property is owned by Iglesia Bautista Central Kissimmee and zoned General Commercial (B-3); and

WHEREAS, BG has submitted a pre-application to the City of Kissimmee, which includes a site plan of the Project for review and approval, assigned reference number PRE-25-0032 by the City of Kissimmee; and

WHEREAS, BG has received a City of Kissimmee Affordable Housing Certificate, dated September 23, 2025, approving a total of 300 affordable residential units, as more specifically set forth in Exhibit “B” attached hereto; and

WHEREAS, BG is seeking City of Kissimmee approval to develop the site based on the provisions of Section 166.04151(6) Florida Statutes (2025), which allows for the development of affordable housing on parcels of land that are zoned for commercial or are owned by a religious institution, subject to the requirements in Section 420.0004, Florida Statutes (2025); and

WHEREAS, under Sections 166.04151(6) and 420.0004, Florida Statutes (2025), BG must ensure that at least 10% of the residential units are affordable and BG has advised City staff that it will meet this requirement for a term of fifteen (15) years by restricting 100% of the units within the development to those which are qualified as low-income (one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 60% of the area median income); and

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

SECTION 1. That the recitals set forth above are true and correct and are incorporated in this Resolution.

SECTION 2. That the City Commission of the City of Kissimmee, Florida, hereby approves the Project consistent with the requirements of Sections 166.04151(6) and 420.0004, Florida Statutes (2025).

SECTION 3. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED THIS ____ DAY OF _____, 2025.

Mayor
JACKIE ESPINOSA

ATTEST:

City Clerk
TAMEARA CRESPO

APPROVED AS TO FORM
AND CORRECTNESS

City Attorney
OLGA SANCHEZ DE FUENTES

Exhibit "A"

Legal Description

Commencing at the Northwest corner of SE 1/4 of the SW 1/4 of Section 18, T 25 S, R 30 E, Osceola County, Florida, run S 89° 59' 26" E, along the North line of said SE 1/4 of the SW 1/4, 313.00 ft. to the Northeast corner of Tract C of the plat of BOGGY CREEK PLAZA, as filed and recorded in Plat Book 8, Page 95 of the Public Records of Osceola County, Florida; run thence S 00° 01' 57" E, along the East line of said Tract C, 646.04 ft. to the point of beginning; continue S 00° 01' 57" E, along said East line of Tract C, 365.08 ft. to the projection of the North line of Tract A of aforesaid Boggy Creek Plaza Plat; run thence S 89° 58' 51" E, along said North line of Tract A, 200.07 ft. to the Northeast corner of said Tract A; run thence S 00° 01' 27" E, along the East, line of said Tract A, 250.00 ft. to the North right of way line of Boggy Creek Road; run thence S 89° 58' 55" E, along said right of way line, 350.73 ft. to the point of curve of a 765.31 ft. radius curve to the left; run Northeasterly along arc of said curve, through a central angle of 06° 00' 02", an arc distance of 80.15 ft. to a point; run thence N 00° 01' 03" E, parallel with and 360.0 ft. West of the East line of aforesaid SE 1/4 of the SW 1/4, 712.27 ft. to the Southeast corner of a parcel of land described in O.R. Book 1173, Page 1859 of the Public Records of Osceola County, Florida, run N 89° 59' 55" W, along the South line of said parcel, 453.07 ft.; run thence S 60° 25' 10" W, continuing along said South line, 204.98 ft. to the point of beginning.

Together with an ingress – egress and utility easement shown as Parcel 1 on the plat of BOGGY CREEK PLAZA, as filed and recorded in Plat Book 8, Page 95, of the Public Records of Osceola County, Florida.

Parcel ID Number: 18-25-30-00U0-0050-0000

Exhibit "B"



CITY OF KISSIMMEE

Development Services Department • Housing & Community Development
101 Church Street • Kissimmee, Florida 34741-5054
Phone: 407-518-2140 • Fax: 407-518-2497

September 23, 2025

Matt Hodges
BG Kissimmee Owner 1 LP
10900 Wayzata Blvd.
Minnetonka, MN 55305

Re: Palmera – Parcel ID#18-25-30-00U0-0050-0000

Dear Mr. Bailkin:

Per Florida Statute and adopted by the Kissimmee City Commission, the City must expedite approvals of Development Orders or Permits, as defined in 163.3164 (7) and (8), for affordable housing projects to a greater degree than other projects.

According to the Affordable Housing Certification Application submitted on August 4, 2025, the development will consist of 300 units with the following breakdown:

- 15 units @ 35% of AMI
- 285 units @ 60% of AMI

HCD staff has determined that the proposed project known as Palmera meets the requirements of an affordable housing project. Therefore, it is eligible for expedited permitting.

Please have the contractor submit this letter with the applicable application for a Building Permit or Development Permit.

If you have any questions, please do not hesitate to contact Eugenio Morales, Housing and Community Development Specialist, at (407) 518-2135 or by e-mail at eugenio.morales@kissimmee.gov

Sincerely,

Frances De Jesus

Frances De Jesus
City of Kissimmee
Housing & Community Development Manager
101 Church St
Suite 200A
Kissimmee FL 34741

ITEM 7.E

Supplemental Agreement No. 3 for Connect Kissimmee Project

Request

Request approval for Supplemental Agreement No. 3 with AECOM (Contract #20260071), related to the 'Connect Kissimmee Complete Streets Project', in the amount of \$854,849, and authorization for the City Manager or designee to execute all necessary documents and change orders associated with the consultant agreement.

Explanation

This Supplemental Agreement provides for additional consultant services necessary to modify the design of the Connect Kissimmee Complete Streets Project. The additional scope includes implementing a 'road diet' along Broadway to reduce the roadway to one lane in each direction, and revising the proposed improvements on Dakin Avenue and Sproule Avenue (between the alleyway and Church Street). The improvements on Dakin Avenue and Sproule Avenue will be advanced from Phase 2 to Phase 1 and incorporated as existing conditions in Phase 2.

The current total design cost for the Connect Kissimmee Complete Streets Project is \$2,227,381. Under this agreement, the City will provide an additional \$854,849 in local funds. There is no change to the FDOT grant amount with this agreement. The revised total project design cost will be \$3,082,230.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622206 506393	CR2401	Decrease	\$223,698.00	\$223,698.00
10345656 506393	GT2410	Decrease	\$485,571.00	\$485,571.00
10345656 506393	GT2508	Decrease	\$500,000.00	\$145,580.00
15145656-506393	PW2216	Increase		\$854,849.00

Financial Summary:

The additional consultant services cost will be covered by the City of Kissimmee CRA and Gas Tax funds. This agreement does not affect the current grant funding amount.

Recommendation

Approval of Supplemental Agreement No. 3 with AECOM for design services for the 'Connect Kissimmee Complete Streets Project', in the amount of \$854,849, and authorization for the City Manager or designee to execute all necessary documents and change orders associated with the consultant agreement.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) SA No. 3 Consultants Contract Amendment

**THIRD AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE AND
AECOM
FOR CONNECT KISSIMMEE PROJECT**

THIS THIRD AMENDMENT TO THE AGREEMENT is made and entered into this ___18___ day of November, 2025 between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CITY”, and **AECOM TECHNICAL SERVICES, INC.**, whose business is 390 N. Orange Avenue, Ste. 750, Orlando, FL 32801, hereinafter referred to as “CONSULTANT”.

WITNESSETH:

WHEREAS, CITY and CONSULTANT have heretofore executed an Agreement dated April 15, 2022, First Amendment dated February 6, 2024 and Second Amendment dated October 1, 2024, attached hereto as Composite Exhibit “1”, hereinafter referred to as “Original Agreement” pursuant to which the CONSULTANT is to provide professional services to the CITY as needed for effectuating the CONNECT KISSIMMEE PROJECT as listed in the Original Agreement; and

WHEREAS, CITY and CONSULTANT previously amended the Original Agreement; and

WHEREAS, CITY now desires that CONSULTANT provide additional services to the Original Agreement between the CITY and CONSULTANT for the CONNECT KISSIMMEE PROJECT; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and the CONSULTANT agree to the following modifications to the Original Agreement:

- A. RECITALS**. The foregoing recitals are incorporated in and made a part of this Third Amendment to the same extent as if herein set forth in full. For purposes of changes to the text of the Original Agreement as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text.
- B. ARTICLE 1. CONSULTANT'S SERVICES per the Original Agreement is hereby amended per the Scope of Services attached hereto and incorporated herein as Exhibit “A”.**

C. ARTICLE 2. SCHEDULE of the Original Agreement is amended and restated herein as follows:

The anticipated schedule for the contract duration of 2,674 working days with the Contract end date of July 31, 2029 is as follows:

Final Plans Submittal	06/28/2024
Signed/Sealed Plans Submittal (Phases 1 and 2)	11/06/2024
CRAS Report Complete (Phases 1 and 2)/FDOT and City Approval of LAP Documents (Phase 1)	02/05/2025
Update Signed/Sealed Plans Submittal/FDOT and City Approval of LAP Documents (Phase 2)	08/02/2027
Project Closeout/Final Plans Invoice Submittal	07/31/2029

<u>CRAS Report Complete (Phases 1 and 2)</u>	<u>12/22/2025</u>
<u>(90%) Plans Submittal (Phases 1 and 2)</u>	<u>02/27/2026</u>
<u>Final Plans Submittal (Phases 1 and 2)</u>	<u>06/15/2026</u>
<u>Signed/Sealed Plans Submittal (Phases 1 and 2)</u>	<u>7/13/2026</u>
<u>FDOT and City Approval of All LAP Documents (Phase 1)</u>	<u>8/17/2026</u>
<u>Update Signed/Sealed Plans Submittal (Phase 2)</u>	<u>10/12/2027</u>
<u>FDOT and City Approval of All LAP Documents (Phase 2)</u>	<u>11/23/2027</u>
<u>Project Closeout/Final Plans Invoice Submittal</u>	<u>07/31/2029</u>

D. ARTICLE 7. PAYMENTS AND BASIS OF COMPENSATION

7.1 Supplemental Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B."

E. RATIFICATION. CITY and CONSULTANT hereby confirm the Original Agreement, subject to the modifications effectuated by this Third Amendment. All provisions of the Original Agreement not modified by this Third Amendment will remain in full force and effect and remain unchanged by the terms of this Third Amendment. To the extent of any inconsistency between the Third Amendment and the Original Agreement, the terms and conditions of this Third Amendment shall control.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Third Amendment for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor-Commissioner

Date: _____

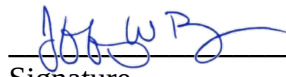
Attest:

City Clerk

Approved as to form and legality:

City Attorney

CONSULTANT:



Signature

Jeff Blazowski
Printed Name

Title: Vice President, AECOM Technical Services, Inc.

Date: 11/7/2025

STATE OF FLORIDA
COUNTY OF OSCEOLA

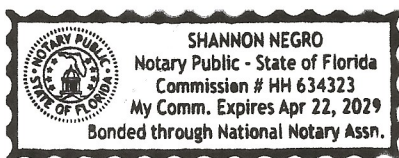
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of November, 2025 by Jeffrey Blawski, as Vice President who is personally known as identification.

Shannon Negro

Notary Public

Shannon Negro

(Print, Type, or Stamp Name)



My Commission Expires: 4-22-2029

**ATTACHMENT “1”
SUPPLEMENTAL AGREEMENT 1**

**AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE AND
AECOM
FOR CONNECT KISSIMMEE PROJECT**

THIS AMENDMENT TO THE AGREEMENT is made and entered into this 6th day of February, 2023, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CITY”, and **AECOM TECHNICAL SERVICES, INC.**, whose business is 150 N. Orange Avenue, Ste. 200, Orlando, FL 32801, hereinafter referred to as “CONSULTANT”.

WITNESSETH:

WHEREAS, CITY and CONSULTANT have heretofore executed an Agreement dated April 15, 2022, attached hereto as Exhibit “1”, hereinafter referred to as “Original Agreement” pursuant to which the CONSULTANT is to provide professional services to the CITY as needed for effectuating the CONNECT KISSIMMEE PROJECT as listed in the Original Agreement; and

WHEREAS, CITY desires that CONSULTANT provide additional services to the Original Agreement between the CITY and CONSULTANT for the CONNECT KISSIMMEE PROJECT; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and the CONSULTANT agree to the following modifications to the Original Agreement:

- A. RECITALS**. The foregoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full. For purposes of changes to the text of the Original Agreement as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text.
- B. ARTICLE 1. CONSULTANT'S SERVICES per the Original Agreement is hereby amended per the Scope of Services attached hereto and incorporated herein as Exhibit “A”.**

C. ARTICLE 2. SCHEDULE of the Original Agreement is amended and restated herein as follows:

The anticipated schedule for the contract duration of ~~437~~703 working days with the Contract end date of ~~June 16, 2023~~ March 8, 2024 is as follows:

Begin Design (or NTP to Executed Design Firm Contract)	04/05/2022
30% Plans Submittal (including reviews)	09/01/2022
60% Plans Submittal (including reviews)	12/01/2022
90% Plans Submittal (including reviews)	03/01/2023
Final Plans Invoice Submittal	06/16/2023

<u>90% Plans Submittal (including reviews)</u>	<u>11/14/2023</u>
<u>Final Plans Invoice Submittal</u>	<u>03/08/2024</u>

D. ARTICLE 7. PAYMENTS AND BASIS OF COMPENSATION

7.1 Supplemental Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B."

E. RATIFICATION. CITY and CONSULTANT hereby confirm the Original Agreement, subject to the modifications effectuated by this Amendment. All provisions of the Original Agreement not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. To the extent of any inconsistency between the Amendment and the Original Agreement, the terms and conditions of this Amendment shall control.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Amendment for the purposes stated herein, as of the date set below.



Attest:

Linda S. Hansell

City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes

City Attorney

CITY OF KISSIMMEE:

Olga Gonzalez

Mayor-Commissioner

Date: February 07, 2024

CONSULTANT:

M. Janet Everett

Signature

M. Janet Everett

Printed Name

Title: Vice President

Date: November 16, 2023

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___16th___ day of November___, 2023 by ___M. Jan Everett_____, as
___Personally Known_____ as identification.



____Shelley_O'Neill_____

____Notary Public_____

____*Shelley O'Neill*_____
(Print, Type, or Stamp Name)

My Commission Expires: April 20, 2024__

ATTACHMENT "2"
SUPPLEMENTAL AGREEMENT 2

**AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE AND
AECOM
FOR CONNECT KISSIMMEE PROJECT**

THIS AMENDMENT TO THE AGREEMENT is made and entered into this 1st day of October, 2024 between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CITY”, and **AECOM TECHNICAL SERVICES, INC.**, whose business is 150 N. Orange Avenue, Ste. 200, Orlando, FL 32801, hereinafter referred to as “CONSULTANT”.

WITNESSETH:

WHEREAS, CITY and CONSULTANT have heretofore executed an Agreement dated April 15, 2022, attached hereto as Exhibit “1”, hereinafter referred to as “Original Agreement” pursuant to which the CONSULTANT is to provide professional services to the CITY as needed for effectuating the CONNECT KISSIMMEE PROJECT as listed in the Original Agreement; and

WHEREAS, CITY desires that CONSULTANT provide additional services to the Original Agreement between the CITY and CONSULTANT for the CONNECT KISSIMMEE PROJECT; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and the CONSULTANT agree to the following modifications to the Original Agreement:

- A. RECITALS**. The foregoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full. For purposes of changes to the text of the Original Agreement as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text.
- B. ARTICLE 1. CONSULTANT'S SERVICES per the Original Agreement is hereby amended per the Scope of Services attached hereto and incorporated herein as Exhibit “A”.**

C. ARTICLE 2. SCHEDULE of the Original Agreement is amended and restated herein as follows:

The anticipated schedule for the contract duration of ~~437~~ 703 2,674 working days with the Contract end date of ~~June 16, 2023~~ March 8, 2024 ~~July 31, 2029~~ is as follows:

Begin Design (or NTP to Executed Design Firm Contract)	04/05/2022
30% Plans Submittal (including reviews)	09/01/2022
60% Plans Submittal (including reviews)	12/01/2022
90% Plans Submittal (including reviews)	03/01/2023
Final Plans Invoice Submittal	06/16/2023

<u>90% Plans Submittal (including reviews)</u>	<u>11/14/2023</u>
<u>Final Plans Invoice Submittal</u>	<u>03/08/2024</u>

<u>Final Plans Submittal</u>	<u>06/28/2024</u>
<u>Signed/Sealed Plans Submittal (Phases 1 and 2)</u>	<u>11/06/2024</u>
<u>CRAS Report Complete (Phases 1 and 2)/FDOT and City Approval of LAP Documents (Phase 1)</u>	<u>02/05/2025</u>
<u>Update Signed/Sealed Plans Submittal/FDOT and City Approval of LAP Documents (Phase 2)</u>	<u>08/02/2027</u>
<u>Project Closeout/Final Plans Invoice Submittal</u>	<u>07/31/2029</u>

D. ARTICLE 7. PAYMENTS AND BASIS OF COMPENSATION

7.1 Supplemental Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B."

E. RATIFICATION. CITY and CONSULTANT hereby confirm the Original Agreement, subject to the modifications effectuated by this Amendment. All provisions of the Original Agreement not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. To the extent of any inconsistency between the Amendment and the Original Agreement, the terms and conditions of this Amendment shall control.

(SIGNATURE PAGES TO FOLLOW)

Professional Engineering Services Supplemental Agreement 2
Connect Kissimmee Project

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Amendment for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

Olga Gonzalez

Mayor-Commissioner

Date: October 01, 2024



Attest:

Tameara Crespo

for

City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes

City Attorney

CONSULTANT:

Jeffrey Blazowski

Signature

Jeffrey Blazowski, PE

Printed Name

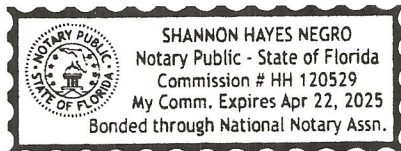
Title: Vice President

Date: September 18, 2024

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of September, 2024 by Jeffrey Blazowski, as Vice President - who is personally known as identification.

Shannon Negro
Notary Public



Shannon Negro
(Print, Type, or Stamp Name)

My Commission Expires: 4-22-2025

EXHIBIT “1”
ORIGINAL AGREEMENT

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND
AECOM
FOR CONNECT KISSIMMEE PROJECT**

THIS AGREEMENT is made and entered into this 15th day of April, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY" and hereinafter "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to the City of Kissimmee for the performance of Engineering complete street and safety improvements for efficient operations for all modes of transportation within the downtown Kissimmee area as needed for effectuating the CONNECT KISSIMMEE PROJECT; and

WHEREAS, CITY has requested qualifications pursuant to RFQ2021 - 002 and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

ARTICLE 1. CONSULTANT'S SERVICES.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services & Project Description, attached hereto and incorporated herein as Exhibit "A". CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto. Consultant will perform the services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

1.2 The CONSULTANT's services shall be performed as expeditiously as possible while exhibiting the professional skill and care, and the orderly progress defined in the Scope

of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT's services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY's review and for approval by authorities having jurisdiction.

1.3 Conduct meetings with CITY staff, the public, the City Commission and appointed boards as necessary to share information and present findings or recommendations.

1.4 Provide CITY staff with a monthly status report of progress, problems, issues, and/or findings associated with an invoice for active projects or task assignments.

1.5 Produce written reports and provide all work product and data developed for assigned projects or tasks to CITY OF KISS IMMEE staff in electronic format for the CITY's use and public review, as requested.

ARTICLE 2. SCHEDULE.

Services shall be provided in accordance with the attached Request for Qualifications. Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a project schedule to include anticipated timelines for key project elements and target deadlines for deliverables in accordance with the Scope of Services in Exhibit "A".

The anticipated schedule for contract duration of 437 days with the Contract end date of June 16, 2023 is as follows:

Begin Design (or NTP to Executed Design Firm Contract)	04/05/2022
30% Plans Submittal (including reviews)	09/01/2022
60% Plans Submittal (including reviews)	12/01/2022
90% Plans Submittal (including reviews)	03/01/2023
Final Plans Invoice Submittal	06/16/2023

ARTICLE 3. CITY'S RESPONSIBILITIES.

3.1 The CITY shall designate an employee authorized to act on the CITY'S behalf as the CONSULTANT's contact, hereinafter referred to as "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents

submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services. All information and document submittals shall be made directly to this individual.

3.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the CITY and of use to the CONSULTANT in performing the Scope of Services.

3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

3.5 With prior review and approval by the Florida Department of Transportation ("FDOT"), The CITY shall give prompt written notice to the CONSULTANT if CITY determines to amend Services, which are to be completed by the CONSULTANT. If such changes increase, (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of such modifications. If CITY and CONSULTANT approve any changes, the task authorization/work order shall be modified to reflect those changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY's and CONSULTANT's designated representatives.

ARTICLE 4. OWNERSHIP AND USE DOCUMENTS.

4.1 The documents prepared by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT service for use solely with respect to this Agreement and, unless otherwise provided, CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights. Any modification, reuse or use of incomplete work product produced under the Agreement shall be without liability to Consultant.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of CITY provided payment of applicable fees for their production has been made to CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT's documents for public record, information and reference and make use

in connection with the CITY's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

4.3 The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 5. TERMINATION.

5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this Agreement for good cause shown before the termination date hereof. Following termination, CONSULTANT may recover from CITY payment for all work completed in accordance with this contract which may be due and owing at the time of such termination.

5.2 If the CITY terminates this contract due to a default by CONSULTANT in performance of any provision herein, or it fails to carry out the work in accordance with the provisions of the contract documents, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

5.3 CONSULTANT may, with 30 days written notice to CITY and the CITY Representative, terminate this contract before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from CITY all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5 TERMINATION WITHOUT CAUSE: Either CITY or CONSULTANT may terminate this agreement for convenience by providing sixty (60) days prior notice. Consultant may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination.

ARTICLE 6. MISCELLANEOUS PROVISIONS.

6.1 Venue. CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement and their relationship. Venue for any action arising out of this Agreement shall lie in Osceola County. The Parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of all attorney's fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a Party unless made in writing signed by that Party or a duly authorized agent of that Party who is empowered by a written authority signed by that Party. The Waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of the Agreement.

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CITY or CONSULTANT.

6.5 Conflict of Interest.

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the CITY's attention in writing. The CITY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the CITY's prior written consent,

and if the CITY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the CITY, as provided herein above, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

6.6 Permits and Licenses. Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, if required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnification. CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

“To the extent provided by law, CONSULTANT shall indemnify, defend and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the Department’s or CITY’s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the CITY for the negligent acts or omissions of the CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

6.11 Time is of the essence to this Agreement.

6.12 Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this agreement, and that the obligations hereunder have been duly authorized.

6.13 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

Article 7. PAYMENTS AND BASIS OF COMPENSATION.

7.1 Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B".

Lump Sum Method:

1. A negotiated fixed fee for specific tasks or projects. Task authorizations shall be negotiated jointly between CITY and CONSULTANT, as authorized in writing in a Letter of Authorization issued by CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
2. CITY's performance and obligation to pay under this Agreement are contingent upon annual appropriations by the City Commission.

7.2 Payment for CONSULTANT's services and for reimbursable expenses shall be made monthly upon presentation of CONSULTANT's statement of services rendered or expenses incurred.

7.3 Payments are due and payable within thirty (30) days from the date the CONSULTANT's invoice is approved for payment by CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from the date of the invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5 Reimbursable expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and subcontractors as follows:

- A. Expenses of reproductions, postage and handling of materials and documents as required.
- B. If authorized in advance by CITY, expenses related to travel, including mileage, airfare, and rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with CONSULTANT engaging services for

specialized studies and data collection, if required and approved by CITY in advance, to complete the Scope of Services.

7.6 CONSULTANT's ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to CITY or City's Representative at mutually convenient times.

ARTICLE 8. NOTICES.

8.1 All notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	CONSULTANT
Ashley Willis	Dustin Perkins
City Engineer	Project Manager
City of Kissimmee Public Works and Engineering Department	AECOM
101 Church Street	150 N. Orange Ave., Ste. 200
Kissimmee, Florida 34741	Orlando, FL 32801

ARTICLE 9. INSURANCE REQUIREMENTS.

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, his agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.
- B. Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.
- C. Workers' Compensation insurance as required by the State of Florida.
- D. Employer's Liability: \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.
- E. Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY along with the Florida Department of Transportation as an Additional Insured on the Commercial General Liability policy/ies procured above. There are not to be any special limitations on the protection being provided to the CITY and/or Department of Transportation, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

9.5 CONSULTANT shall furnish CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be submitted annually each year this Agreement is in effect.

9.6 If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

9.7 CONSULTANT agrees to hold harmless and indemnify the CITY and the FDOT from and against liability arising out of the CONSULTANT's negligent performance the Work. It is specifically understood and agreed that in no case shall CONSULTANT be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more

than actual economic damage.

9.8 Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

9.9 CONSULTANT shall be responsible for their subconsultants and their insurance coverage. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage and terms in accordance with CONSULTANT's requirements.

ARTICLE 10. REQUIRED PROVISIONS AND FORMS.

10.1 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 Contractor 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. Contractor 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. Contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in this section.

10.2 Public Entity Crimes Statement (287.133, Florida Statutes). As required by Section 287.133, Florida Statutes, CONSULTANT warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty six (36) months. CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-consultant, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

10.3 Notifications of Performance Evaluation. At the end of the contract, the CITY will evaluate the CONSULTANT's performance within 30 days of final acceptance, which will become public record. Completed performance evaluation forms shall be provided to the Consultant as part of the project closeout process. Final Contract language shall reflect as such.

10.4 Records Retention and Access to Records. At the conclusion of final payment to CONSULTANT, the work products shall become the sole property of the City of Kissimmee, which shall be retained for five (5) years from final payment.

10.5 Public Records. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.

10.6 Contract Forms. The following contract forms contained in Attachment "A of the RFQ", and incorporated herein by this reference are to be used in connection with this Agreement, as may be deemed legally necessary.

- Drug Free Workplace Certification
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (Requirement 4 – Form 375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form 375-030-33)
- Disclosure of Lobbying Activities (FDOT Form 375-030-34)
- Conflict of Interest Certification (FDOT Form 375-030-50)
- Terms for Federal Aid Contracts (Appendix-Form 375-040-84)
- Truth in Negotiation Form (FDOT Form 375-030-30)

SIGNATURE PAGE TO FOLLOW

Professional Engineering Services Agreement
Connect Kissimmee Project

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

Olga Gonzalez
Mayor-Commissioner
Date: 4/05/2022

Attest:

Linda Hansell
City Clerk

Approved as to form & legality

Olga Sanchez
City Attorney

CONSULTANT:

M. Janet Everett
Signature

M. Janet Everett
Printed Name

Title: Vice President

Date: April 15, 2022

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of April, 2022 by Jan Everett, as Vice President, who is personally known to me or has produced Personally Known as identification.

Shelley O'Neill
Notary Public

Shelley O'Neill

(Print, Type or Stamp Name)

My Commission Expires: April 20, 2024



EXHIBIT “A”
SCOPE OF SERVICES

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES CONNECT KISSIMMEE COMPLETE STREETS

This Exhibit forms an integral part of the agreement between the City of Kissimmee (hereinafter referred to as the CITY) and AECOM Technical Services, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Description: Connect Kissimmee Complete Streets

Financial Project ID: 437472-2-38-01

RFQ2021-002

Federal Aid Project No.: TBD

Roadways: Emmett Street from John Young Parkway (US 17/92) to Stewart/Ruby Avenue, Broadway from Stewart/Ruby Avenue to Neptune Road and Main Street from Neptune Road to Vine Street (US 192)

Context Classification: C5 Urban Center

Consultant's decision to decline any Task Order for Additional Services shall be at its exclusive discretion and shall not be construed as a breach of this Agreement. Agreed upon Task Orders will require signatures from both Parties.

1 PROJECT PURPOSE

This scope of services is prepared for the purpose of providing the City of Kissimmee (the "CITY" hereafter) pre-qualified consulting engineering firm ("CONSULTANT" hereafter) services to design and prepare a complete set of construction contract documents and incidental engineering services, as necessary, for improvements associated with the Connect Kissimmee Corridor Study. This project will be coordinated with local and regional agency partners including the Florida Department of Transportation (FDOT) and Metroplan Orlando (MPO) to provide better pedestrian, bicycle, and transit connectivity, reduce vehicle speeds and cut-through traffic, enhance the sense of place and enhance accessibility to businesses using methods that are appropriate for the changing contexts throughout the corridor.

A "Complete Streets" approach shall be used to provide potential solutions that establish a pedestrian oriented, urban environment using a context-sensitive approach that considers local land development patterns and built form. Therefore, incorporating design methods that require streets to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation:

- ☐ Cyclists
- ☐ Pedestrians
- ☐ Transit riders
- ☐ Motorists
- ☐ Freight handlers

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT LAPManual, procedures and requirements. These Contract documents will be used by the contractor to build the project. These Contract documents will be used by the CITY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work are specifically prescribed to accomplish the work included in this contract and indicates which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

Note that work not to be funded by FDOT is identified in this scope.

Upon notice to proceed, the CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities.

This project consists of improvements to provide efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are on Emmett Street from John Young Pkwy to Stewart/Ruby Ave, Broadway from Stewart/Ruby Ave to Neptune Rd, and Main Street from Neptune Rd to Vine Street (US 192). Total project length is approximately 1.46 miles. Project limits are based on the selected alternative from the Connect Kissimmee Corridor Study and the 2020 Downtown Kissimmee CRA Master Redevelopment Plan Update that were previously performed. This project includes a SIS (Strategic Intermodal System) connector along Main Street from US 192 to Dakin Avenue; for this portion of the project, all applicable SIS criteria will need to be followed as described in the FDM unless otherwise approved by the FDOT District Design Engineer.

Design includes reconfiguration of the existing typical sections to accommodate bike lanes along Emmett Street and Main Street. Main Street travel lanes widths will be reduced to increase existing bike lane widths and have stamped asphalt at the intersection with Cherry Street. The outside lanes of Broadway are to have sharrows and the appropriate pavement markings as shown in the Corridor Development Plan Study. Electronic vehicle charging stations shall be included where feasible. A northbound to westbound left-turn lane at Broadway and Neptune Road is to be designed. All three roadways include milling and resurfacing, signage and striping, drainage improvements, sidewalk improvements, and landscaping of selected medians.

On-street parking on Broadway is to remain. Access management is to remain unchanged. Tabled intersections including brick pavers are proposed at the following intersections:

- Emmett Street and Dillingham
- Emmett Street and Clyde Avenue
- Emmett Street and Rose Avenue
- Emmett Street and Orlando Avenue
- Broadway and Darlington Avenue
- Broadway and Monument Avenue
- Broadway and Dakin Avenue
- Broadway and Sproule Avenue
- Main Street and Park Street
- Main Street and Lake Street
- Main Street and Magnolia Street

A roundabout shall be designed at Emmett Street and Stewart Avenue/Ruby Avenue. The roundabout will impact the parking lot of the City's Police Station and require reconfiguration of the parking lot and circulation. Signal retiming for all traffic signals within the project limits is included. Rectangular rapid flashing beacons (RRFB) shall be installed at selected intersections to increase pedestrian safety with approval from FHWA. Pedestrian hybrid beacons (PHB) are anticipated at the roundabout. Additional lighting is proposed along the project limits. Other improvements include wayfinding signage, ADA compliant curb ramps, detectable warning devices, and drainage improvements.

Side street improvements are proposed for the following locations:

- West Sproule Avenue from Broadway to Church Street
- Dakin Avenue from Broadway to Church Street
- Monument Avenue from Broadway to Church Street
- Stewart Avenue from Broadway to Mabbette Street/Church Street
- East Darlington Avenue from Broadway to Pleasant Street
- West Darlington Avenue from Broadway to Church Street

Design improvements include milling and resurfacing side streets. The side streets' on-street parking areas are to be reconstructed with roadway pavers and 8" ribbon curb. Driveways, sidewalk, and curb ramps along the side streets are to be reconstructed. Bulb outs are anticipated where feasible.

Design intent documents shall be developed for a gateway feature sign to be located at the intersection of Emmett St. and John Young Parkway. The design intent documents shall provide sufficient detail for the Contractor's fabricator to develop the associated design and shop drawings for review by the CITY and their representatives. Note that Design Intent Documents will not be signed and sealed.

2.1 PROJECT GENERAL AND ROADWAY (ACTIVITIES 3, 4, AND 5)

Public Involvement:

CAP Level: 2

Joint Project Agreements: N/A

Specification Package Preparation: Nominal Effort

Value Engineering: N/A

Risk Assessment Workshop: N/A

Plan Type:

This project will be produced at the indicated scales; all other plan sheets shall be prepared in accordance with the FDOT Design Manual (FDM).

Drainage Map: 1" = 100' Horiz., 1" = 10' Vert.

Project Layout: 1" = 500'

Roadway Plans: 1" = 40'

Side street Plans: 1" = 40'

Profiles: Mainline 1" = 40' Horiz., 1" = 4' Vert.

Side street 1" = 40' Horiz., 1" = 4' Vert.

Curb Return 1" = 20' Horiz., 1" = 2' Vert.

Cross Sections: Mainline 1" = 40' Horiz., 1" = 10' Vert.

Side street 1" = 40' Horiz., 1" = 10' Vert.

Cross Section Pattern Sheet: 1" = 500'

Typical Section:

Number of Typical Sections: 7 total – 1 for Roundabout, 1 for Emmett St, 1 for Broadway, 1 for Main St, 1 for Ruby Ave, 1 for N. Stewart Ave, and 1 for the following Side streets (not FDOT funded): W. Monument Ave, W. Sproule Ave, W. Dakin Ave, W. Darlington Ave and E. Darlington Ave (only 1 needed as these side streets have the same features).

Pavement Designs:

Number of Pavement Designs: 3 total - 1 for mill & resurface Emmett St, Broadway, and Main St, 1 for new construction of roundabout approaches, and 1 for mill & resurface side streets (not FDOT funded).

Pavement Type Selection Report:

N/A Cross-Slope Correction: N/A

Access Management Classification: N/A (not on SHS)

Context Classification: C5 – Urban Center

Major Intersections: Stewart/Ruby Avenue and Neptune Road

Level of Temporary Traffic Control Plan (TTCP):

Level II – work zones, lane closures, vehicular detours, ped detours

Temporary Lighting: N/A

Temporary Signals: N/A

Temporary Drainage: Included

Design Variations: N/A

Design Exceptions: N/A

Selective Clearing and Grubbing: N/A

2.2 DRAINAGE (ACTIVITIES 6A AND 6B)

Drainage System Type: Closed storm drain system, bioswales

Number of stormwater management facility sites: 3 (Bioswales)

Number of cross drains: N/A

2.3 UTILITIES COORDINATION (ACTIVITY 7)

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules.

The CONSULTANT shall ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance with the FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
- Identifying and coordinating the completion of any CITY/FDOT or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
- Review and certify to the CITY/FDOT that all Utility Work Schedules are correct and in accordance with the CITY/FDOT standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

Expected Utilities:

- A T & T/ Distribution
- Charter/Spectrum Communications
- City of Kissimmee
- Kissimmee Utility Authority - KUA
- Lumen - CenturyLink
- Lumen - Level 3
- Verizon Business - MCI
- Osceola County Traffic
- Redflex Traffic Systems Inc
- Sprint

- Summit Broadband
- Toho Water Authority
- Uniti Fiber
- Zayo Group / fka Lightwave

2.2 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES (ACTIVITY 8)

The CONSULTANT shall notify the City's Project Manager, in advance of all scheduled meetings with the regulatory agencies to allow a City representative to attend. The CONSULTANT shall copy in the Project Manager on all permit related correspondence and meetings. The CONSULTANT shall use current regulatory guidelines and policies for all permits required. The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The CONSULTANT shall research any existing easements or other restrictions that may exist within or adjacent to the project boundary. Project research may include, but should not be limited to, the review of available federal, state, and local permit files and databases; and local government information including county and property appraiser data.

Expected Permits and Approvals:

- SFWMD ERP
- FDEP Individual Permit

Wetland impacts not anticipated. The CITY will provide compensatory wetland mitigation in accordance with Section 373.4137, Florida Statutes if determined necessary.

2.4 STRUCTURES (ACTIVITIES 9 - 18)

Miscellaneous Structures:

- Mast Arms – 4 pedestrian hybrid beacons at the roundabout; includes data table and special details
- Gateway Sign – preliminary design of pylon and foundation (not FDOT funded)
- Other Structures – 1 CCTV pole; includes foundation/anchor bolt design and details

2.5 SIGNING AND PAVEMENT MARKINGS (ACTIVITIES 19, 19A, 20, & 20A)

Roadway Signing and Pavement Marking: 1.321 miles of mainline, 0.192 miles of side streets; 0.191 miles of side streets (not FDOT funded); three (3) signalized intersections; rectangular rapid flashing beacons (RRFB) at selected intersections; pavement marking at the roundabout, police station parking lot, and 11 tabled intersections.

The project includes a gateway sign feature. The CONSULTANT shall prepare design intent documents detailing the requirements for the gateway sign. The Contractor shall work with the fabricator on the design and associated shop drawings for:

- ❑ one (1) overhead gateway sign type, qty 1 sign (not FDOT funded)
- ❑ one (1) vehicular wayfinding sign type
- ❑ one (1) medium pedestrian sign type
- ❑ one (1) small pedestrian sign type

2.2 SIGNALIZATION (ACTIVITIES 21 & 22)

Pedestrian Hybrid Beacons (PHBs) at roundabout approaches. Signal retiming for all traffic signals.

2.6 LIGHTING (ACTIVITIES 23 & 24)

Limits and Proposed Type of Lighting: Lighting along 1.46-mile length of project; Intersection Roundabout lighting; and Gateway sign lighting (not FDOT funded).

2.7 LANDSCAPE (ACTIVITIES 25 & 26)

Planting Plans: Medians, bioswales, back of sidewalk, street trees.

Irrigation Plans: New landscaping and connections/modifications to existing systems (side streets are not FDOT funded).

Hardscape Plans: Hardscape may include sidewalk paving, brick accent banding, roundabouts, non-organic materials for bioswales, tree grates and special crosswalks. Hardscaping for side streets is not FDOT funded.

Outdoor Advertising: N/A

2.8 SURVEY (ACTIVITY 27)

Horizontal Project Control (HPC): Establish Project Horizontal Control using the FPRN in NAD83/2011 along the main corridor (W Emmett Street, Broadway and Main Street).

Vertical PC / Bench Run: Establish Project Vertical Control on HPC in NAVD 1988.

Establish alignment and Existing R/W Lines.

Topography/DTM (3D): Provide full topographic/DTM survey within the existing r/w along the mainline corridor and side streets. Includes a portion of the parking lot adjacent to the roundabout. Along side streets DTM/Topographics will extend 10' past the existing r/w at driveways and to the radius return on intersecting side streets. See concept plans for limits. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Roadway Cross-Sections/Profiles: Perform check Cross Sections using total station to verify DTM. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Underground Utilities: Provide a bank of 150 (135 FDOT Funded, 15 Non-FDOT Funded) Quality Level A Locates (Test Holes) as directed by the EOR. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Drainage Survey: Locate drainage structures along main corridor and side streets. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)
Geotechnical Support: Survey final x,y,z location of completed Geotech borings.

Sectional / Grant Survey: Locate section corners as required to establish the existing corridor and side street baselines and rights of ways.

Subdivision Location: Locate and close out subdivision blocks necessary to establish the existing corridor and side street baselines and rights of ways.

Miscellaneous Surveys (Vegetation and Tree Surveys): Identify general type and diameter of trees along the mainline median.

2.9 PHOTOGRAMMETRY (ACTIVITY 28) – N/A

2.10 MAPPING (ACTIVITY 29)

Project Network Control sheet: From John Young Parkway (US 17/92) to Vine Street (US 192) along main corridor.

Provide a signed and sealed Topographic Survey for the project.

2.11 TERRESTRIAL MOBILE LIDAR (ACTIVITY 30) – N/A

2.12 ARCHITECTURE (ACTIVITY 31) – N/A

2.13 NOISE BARRIERS (ACTIVITY 32) – N/A

2.14 INTELLIGENT TRANSPORTATION SYSTEMS (ACTIVITIES 33 & 34) The CONSULTANT shall design up to (5) new EV charging stations (Not FDOT funded)

2.15 GEOTECHNICAL (ACTIVITY 35)

Roadway Soil Survey

LBR/Resilient Modulus Sampling and Testing

Mainline Pavement Condition Survey and Pavement Evaluation Report

Side Streets Pavement Condition Survey and Pavement Evaluation Report
(not FDOT funded)

Mast Arms Supporting Pedestrian Hybrid Beacon Foundations

Gateway Feature Foundations (not FDOT funded)

Limited Contamination Screening Evaluation Report (CSER)

2.16 3D MODELING (ACTIVITY 36) – N/A

2.17 PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY

Production Date. The schedule shall be based upon the RFQ 2021-002. The current production date is TBD. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a maximum 3-week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

Periodically, throughout the life of the contract, the project schedule, payout, and fiscal progress curves shall be reviewed and, with the approval of the CITY, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in an FDOT system-compatible format.

2.18 SUBMITTALS

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal.

2.19 PROVISIONS FOR WORK

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the CITY which include, but are not limited to, publications such as:

General:

- ☐ Americans with Disabilities Act (ADA) Standards for Accessible Design
- ☐ FDOT Basis of Estimates Manual
- ☐ FDOT Computer Aided Design and Drafting (CADD) Manual
- ☐ FDOT Handbook for Preparation of Specifications Package
- ☐ FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements
- ☐ FDOT Public Involvement Handbook
- ☐ FDOT Standard Specifications for Road and Bridge Construction
- ☐ FDOT Utility Accommodation

Manual Roadway:

- ☐ FDOT Design Manual
- ☐ FDOT Standard Plans
- ☐ FDOT Flexible Pavement Design Manual
- ☐ AASHTO - Roadside Design Guide
- ☐ FDOT - Florida Roundabout Guide

- FHWA - National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook")
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT - Florida Intersection Design Guide Permits:
- Chapter 373, F.S. - Water Resources
- US Fish and Wildlife Service Endangered Species Programs
- Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
- Florida Department of Environmental Protection Rules
- SFWMD SWERP (Volume I) ERP Applicant Handbook
- SFWMD SWERP (Volume II) ERP Applicant Handbook
- SFWMD Environmental Resource Permit Information

Manual Drainage:

- FDOT Drainage Manual
- FDOT Erosion and Sediment Control Manual
- FDOT Hydrology Handbook
- FDOT Open Channel Handbook
- FDOT Storm Drain Handbook
- FDOT Stormwater Management Facility Handbook
- FDOT Temporary Drainage Design Handbook
- Osceola County Land Development

Code Survey and Mapping:

- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
- Chapters 177 and 472, F.S.
- Florida Department of Transportation Surveying

Handbook Traffic Engineering and Operations, Lighting, and ITS:

- AASHTO - Guide for Development of Bicycle Facilities
- FDOT Manual on Uniform Traffic Studies (MUTS)
- AASHTO - Roadway Lighting Design Guide
- FDOT Traffic Engineering Manual
- National Electric Safety Code
- National Electrical

Code Structures:

- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims
- FDOT Structures Manual
- FDOT Design Manual
- FDOT Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction

- FDOT Structures Detailing Manual
- Soils and Foundation

Handbook Landscape Architecture:

- Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.20 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide project data including:

- Numbers for survey field books
- Preliminary Horizontal Network Control
- Access for the CONSULTANT to utilize the CITY's Information Technology Resources
- All Department and City agreements with Utility Agency Owner (UAO)
- All certifications necessary for project letting
- All information that may come to the CITY pertaining to future improvements
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work
- Available traffic and planning data
- All approved utility relocations
- Project utility certification to the Department's Central Office
- Any necessary title searches
- Engineering standards review services
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way
- Systems traffic for Projected Design Year, with K, D, and T factors
- Previously constructed Highway Beautification or Landscape Construction Plans
- Existing right of way maps
- PD&E/Feasibility Documents
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274
- Phase reviews of plans and engineering documents
- Regarding Environmental Permitting Services:
 - All existing/historical permits within the project limits
 - Approved Permit Document when available
 - Approval of all contacts with environmental agencies
 - Appropriate signatures on application forms

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to project activities 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans or completion of quantities, the CONSULTANT shall develop a conceptual estimate. Once the quantities have been developed (beginning at 30% plans and no later than 60% plans) the CONSULTANT shall be responsible for providing updated Cost Estimates for each subsequent design submittal. A Summary of Pay Items sheet shall be prepared with all required Plans submittals as required.

Technical Special Provisions: No Technical Special Provisions are expected; however, if Technical Special Provisions are required, they will be considered an optional service. The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the CITY for initial review at the time of the 60% plans review submission. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the FDOT Handbook for Preparation of Specification Packages. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

Modified Special Provisions: The CONSULTANT shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

Field Reviews: The CONSULTANT shall make up to 23 trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend up to 67 technical meetings, including meetings with CITY and/or Agency staff, between disciplines and subconsultants, progress review meetings (phase review), and miscellaneous meetings.

Plans Review: Will be performed by the CITY and FDOT at the 30%, 60%, and 100% completion level. Plans review is anticipated to follow the FDOT Electronic Review Comments (ERC) process. Four (4) sets as well as a PDF of plans, specifications, cost estimate, and quantity computations will be submitted to the CITY and FDOT. Consultant shall submit responses to comments within the ERC system prior to submittal of Final Plans.

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the CITY, with each phase submittal. The responsible

Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Final Deliverables: The Consultant shall deliver final contract plans in electronic/digital format and provide four (4) sets of Design Documentation Memorandum (signed/sealed), Final Plans (signed/sealed), Specifications, Cost Estimate, Quantity Computations, and PDF and CAD design files on CD. Consultant shall prepare Construction Duration Calculations, Utility Work Schedules, Final construction plans, permits, and all other documentation needed to assist the City in bidding the construction of the recommended improvements.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 PUBLIC INVOLVEMENT

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the CITY drafts of all Public Involvement documents (e.g., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least 10 business days prior to printing and / or distribution.

3.1.1 Community Awareness Plan

Prepare a Community Awareness Plan (CAP) for review and approval by the CITY within 30 calendar days after receiving Notice to Proceed. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the CITY'S proposed construction and the anticipated impact of that construction. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement requirement for the project. The CAP will also document all public involvement activities conducted throughout the project's duration and will identify community leaders and events, interest groups, demographics, surrounding neighborhoods and elected and appointed officials. The CAP will also identify a Community Advisory Group (CAG) who will be informed through the life of the project. In addition to the benefits of advance notification, the process should allow the CITY to resolve controversial issues during the design phase. This item shall be reviewed and updated periodically as directed by the CITY throughout the life of the project.

3.1.2 Notifications

In addition to public involvement data collection, the CONSULTANT shall prepare notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants at intervals during plans production as identified by the CITY in English and Spanish. All letters and notices shall be reviewed by the CITY to ensure that they are addressed to the correct and current public officials.

3.1.3 Preparing Mailing Lists

At the beginning of the project, the CONSULTANT shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor) and any interested parties that were identified in the previous Planning study. The CONSULTANT shall prepare a mailing list of all such entities and shall update the mailing list as needed during the life of the project.

3.1.4 Median Modification Letters – N/A

3.1.5 Driveway Modification Letters – N/A

3.1.6 Newsletters

As part of the project outreach, the CONSULTANT shall prepare one (1) public involvement survey for business owners along the corridor and one (1) notification, in the form of door hangers, for distribution to property owners and tenants in the project area. The intent of the door hangers is to introduce the project and direct residents to the project website for additional information. The notifications will be distributed by the CONSULTANT and be published in English and Spanish.

3.1.7 Renderings and Flythroughs

The CONSULTANT shall prepare up to 3 still renderings for use in public presentations.

3.1.8 Presentations

The CONSULTANT shall prepare audio/visual presentations for use in two (2) City Commission meetings and three (3) CAG meetings.

3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare roll plots and graphic exhibits for use in two (2) public meetings, three (3) CAG meetings and 3 festival/walk-through events.

If an in-person public meeting/hearing is required, the CONSULTANT will hold the in-person public meeting/hearing at an appropriate location identified in the CAP. The CITY will pay all costs for meeting site rents and insurance as required.

3.1.10 Public Meeting/Hearing Attendance and Follow-up

The CONSULTANT shall attend two (2) public meeting(s), three (3) CAG meetings, two (2) City Commission Meetings and three (3) festival/transit walk-through events and will assist with meeting setup and take down. The CONSULTANT shall also conduct a survey of business and property owners within the project area. The CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CITY'S Project Manager.

3.1.11 Other Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in meetings with local governing authorities and/or Metropolitan Planning Organization (MPO). The CONSULTANT's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be ten (10) meetings with business owners, EJ/Community Groups, local governing authorities and/or MPOs during the design.

3.1.12 Web Site

The CONSULTANT shall create and/or maintain a web site for the project, which will be presented in English and Spanish.

3.2 JOINT PROJECT AGREEMENTS – N/A

3.3 SPECIFICATIONS PACKAGE PREPARATION

The CONSULTANT shall prepare and provide a project specifications package in accordance with the CITY and FDOT procedures. The CONSULTANT shall be responsible for development of the Divisions II and III components of the project specification package and any Technical Special Provisions as necessary. The CITY shall be responsible for the development of the Division I component of the project specification package.

3.4 CONTRACT MAINTENANCE AND PROJECT DOCUMENTATION

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans.

3.5 VALUE ENGINEERING (MULTI-DISCIPLINE TEAM) REVIEW – N/A

3.6 PRIME CONSULTANT PROJECT MANAGER MEETINGS

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 PLANS UPDATE – N/A

3.8 POST-DESIGN SERVICES – N/A

Specific services will be negotiated as necessary as a contract amendment.

3.9 DIGITAL DELIVERY – N/A

3.10 RISK ASSESSMENT WORKSHOP – N/A

3.11 RAILROAD, TRANSIT AND/OR AIRPORT COORDINATION

The CONSULTANT shall coordinate with the Local Transit Authority (LYNX) to resolve current and future transit locations within the project corridor. All coordination with LYNX shall include applicable CITY personnel. One (1) meeting each with LYNX, SunRail and Kissimmee Gateway Airport are anticipated.

3.11.1 Aeronautical Evaluation

An FAA permit is needed per FAA Notice Criteria Tool.

3.12 LANDSCAPE AND EXISTING VEGETATION COORDINATION – N/A

3.13 OTHER PROJECT GENERAL TASKS – N/A

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. NOTE: W. SPROULE AVE, W. DAKIN AVE, W. DARLINGTON AVE AND E. DARLINGTON AVE ARE NOT FDOT FUNDED

4.1 TYPICAL SECTION PACKAGE

The CONSULTANT shall provide an approved Typical Section Package prior to the 30% plans submittal.

4.2 PAVEMENT TYPE SELECTION REPORT – N/A

4.3 PAVEMENT DESIGN PACKAGE

The CONSULTANT shall provide an approved Pavement Design Package prior to the 60% plans submittal.

4.4 CROSS-SLOPE CORRECTION – N/A

4.5 HORIZONTAL/VERTICAL MASTER DESIGN FILES

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, access management, and scope of work. The CONSULTANT shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by the CITY. Includes profile analysis for 2 side street roundabout approaches, 6 curb returns at roundabout approaches, and 11 tabled intersections.

4.6 ACCESS MANAGEMENT - N/A (to remain unchanged per RFQ)

4.7 ROUNDABOUT EVALUATION - N/A

4.8 ROUNDABOUT FINAL DESIGN ANALYSIS - N/A

4.9 CROSS SECTION DESIGN FILES

The CONSULTANT shall establish and develop cross section design files in accordance with the FDOT CADD Manual. Mainline @ 100 ft intervals: Side streets @ 50 ft intervals.

4.10 TEMPORARY TRAFFIC CONTROL PLAN (TTCP) ANALYSIS

The CONSULTANT shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, signing and pavement markings, roadway pavement, drainage features, ditches, front slopes, back slopes, drop-offs within clear zone, and transit stops. Special consideration shall be given to temporary drainage when developing the construction phases; positive drainage must be maintained at all times.

Includes analysis for determining overall phasing concept, lane closure analysis, temporary bus stops, detours, quantities, TTCP cross sections, general notes, minor details, and typical sections. The Traffic Control Plan shall be prepared by a certified designer who has a current Advanced MOT training certificate. Before proceeding with the TTCP concept, the CONSULTANT shall meet with the appropriate CITY and FDOT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final TTCP efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the CITY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the CITY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain the local authorities' permission for use of detour routes.

4.11 MASTER TTCP DESIGN FILES

The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing temporary lane configurations, lane shifts, work zone signing, pavement markings, traffic control devices, and pedestrian ways.

4.12 SELECTIVE CLEARING AND GRUBBING – N/A

4.13 TREE DISPOSITION PLANS – N/A

4.14 DESIGN VARIATIONS AND EXCEPTIONS – N/A

4.15 ROADWAY DESIGN REPORT

The CONSULTANT shall prepare all applicable Roadway Design Reports containing design criteria, calculations, approved individual reports, and any miscellaneous project documentation applicable to roadway design.

4.16 QUANTITIES

The CONSULTANT shall develop accurate quantities, supporting documentation, and construction days when required. Includes developing quantities for tree protection barricades and trees to be removed.

4.17 COST ESTIMATE

The CONSULTANT shall prepare cost estimates for 30%, 60%, 100%, and Final (based on comments from final plan review).

4.18 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

4.19 OTHER ROADWAY ANALYSES – N/A

4.20 FIELD REVIEWS

4.21 MONITOR EXISTING STRUCTURES

Includes visual field observations, identification of structures of concern, completing the quantity table, and travel time.

4.1 TECHNICAL MEETINGS

4.2 QUALITY ASSURANCE/QUALITY CONTROL

4.3 INDEPENDENT PEER REVIEW – N/A

4.4 SUPERVISION

4.5 COORDINATION

5 ROADWAY PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: W. Sproule Avenue, W. Dakin Avenue, Darlington Avenue and E. Darlington Avenue are not FDOT funded.

5.1 KEY SHEET

5.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT

5.3 TYPICAL SECTION SHEETS

5.3.1 TypicalSections

5.3.2 TypicalSectionDetails

5.4 GENERAL NOTES/PAY ITEM NOTES

5.5 SUMMARY OF QUANTITIES SHEETS

5.6 PROJECT LAYOUT

5.7 PLAN/PROFILE SHEET – N/A

5.8 PROFILE SHEET

5.9 PLAN SHEET

5.10 SPECIAL PROFILE (CURB RETURN PROFILES AT ROUNDABOUT)

5.11 BACK-OF-SIDEWALK PROFILE SHEET – N/A

5.12 INTERCHANGE LAYOUT SHEET – N/A

5.13 RAMP TERMINAL DETAILS (PLAN VIEW) – N/A

5.14 INTERSECTION LAYOUT DETAILS (ROUNDABOUT)

5.15 SPECIAL DETAILS – N/A

5.16 CROSS-SECTION PATTERN SHEETS

5.17 ROADWAY SOIL SURVEY SHEETS

5.18 CROSS SECTIONS

5.19 TEMPORARY TRAFFIC CONTROL PLAN SHEETS

5.20 TEMPORARY TRAFFIC CONTROL CROSS SECTION SHEETS

5.22 TEMPORARY TRAFFIC CONTROL DETAIL SHEETS

5.23 UTILITY ADJUSTMENT SHEETS

5.24 SELECTIVE CLEARING AND GRUBBING SHEETS – N/A

5.25 TREE DISPOSITION PLAN SHEETS – N/A

5.26 PROJECT CONTROL SHEETS

5.27 ENVIRONMENTAL DETAIL SHEETS – N/A

5.28 UTILITY VERIFICATION SHEETS (SUE DATA)

5.29 QUALITY ASSURANCE/QUALITY CONTROL

5.30 SUPERVISION

6a DRAINAGE ANALYSIS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

6a.1 Drainage Map Hydrology

Create a (pre- and post-condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Include coordination hours needed to convey drainage hydrologic features onto produced drainage maps. Drainage maps to include several buildings' roof downspouts along the corridor, onsite and offsite drainage areas, BMPs, and bioswale locations.

6a.2 Base Clearance Calculations – N/A

6a.3 Pond Siting Analysis and Report –

N/A 6a.4 Design of Cross Drains – N/A

6a.5 Design of Ditches – N/A

6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) – N/A

6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)

Three bioswales are anticipated around the proposed roundabout location; one to provide compensation for the impacts to the City of Kissimmee Police Department pond and 2 additional locations for roadway runoff treatment.

6a.8 Design of Floodplain Compensation – N/A

6a.9 Design of Storm Drains

Spread evaluation for 43 existing structures assuming they will not be impacted by proposed improvements. Storm system layout revisions, inlets relocations, and upstream/downstream pipe evaluations for 9 structures that will be impacted within the round a bout footprint. Inlet relocation and evaluation at proposed tabled intersections, including 1 inlet top replacement at Main St/Vine St.

6a.10 Optional Culvert Material – N/A

6a.11 French Drain Systems – N/A

6a.12 Drainage Wells – N/A

6a.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions. The drainage report will include storm drain calculations for spread and pipes, RC channel design considerations, drainage basin curve number, and bioswale calculations. Existing permits and documents shall be used in the proposed design and plans preparation.

6a.14 Bridge Hydraulic Report – N/A 6a.15

Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Temporary drainage is to be evaluated along the corridor including the 12 proposed tabled intersections and roundabout. The majority of the temporary drainage evaluation effort is anticipated to be at the proposed roundabout based on the impacts to the existing police department pond and curb inlets.

6a.16 Cost Estimate

Coordination with Roadway to provide quantities to be included in the cost estimate.

6a.17 Technical Special Provisions / Modified Special Provisions – N/A

6a.18 Hydroplaning Analysis – N/A

6a.19 Existing Permit Analysis

Includes evaluation of the existing permits along the corridor in order to identify existing offsite storm systems, drainage patterns, and storm drain system evaluation.

6a.20 Other Drainage Analysis

RC channels are anticipated at the following tabled intersections: Broadway/Darlington Ave (not enough room to add drainage structure/ possible conflict with pedestrian crossing), Main St./Magnolia St and Main St. /Orange St (can be used to provide drainage for the depressed area created by the proposed tabled intersection and existing side street profile).

6a.21 Field Reviews

6a.22 Technical Meetings

6a.23 Environmental Look-Around (ELA) Meeting – N/A 6a.24

Quality Assurance/Quality Control

6a.25 Independent Peer Review – N/A

6a.26 Supervision

6a.27 Coordination

6b DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details necessary to convey the intent and scope of the project for the purposes of construction.

6b.1 Drainage Map

6b.2 Bridge Hydraulics Recommendation Sheets – N/A

6b.3 Summary of Drainage Structures

6b.4 Optional Pipe/Culvert Material – N/A

6b.5 Drainage Structure Sheet(s) (Per Structure)

6b.6 Miscellaneous Drainage Detail Sheets

RC channel is currently a developmental standard which will need to be detailed.

6b.7 Lateral Ditch Plan/Profile – N/A

6b.8 Lateral Ditch Cross Sections – N/A

6b.9 Retention/Detention Pond Detail Sheet(s)

Three bioswales are anticipated at the proposed roundabout. Each bioswale will require detail sheets including channel geometry, inflow pipe, outlet detail, and special filter design.

6b.10 Retention Pond Cross Sections – N/A

6b.11 Erosion Control Plan Sheets

6b.12 SWPPP Sheets

6b.13 Quality Assurance/Quality Control

6b.14 Supervision

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

7.1 UTILITY KICKOFF MEETING

Before any contact with the UAO(s), the CONSULTANT shall meet with the CITY to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with CITY procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

7.2 IDENTIFY EXISTING UTILITY AGENCY OWNER(S)

The Consultant shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

7.3 MAKE UTILITY CONTACTS

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the CITY Offices as required. Includes contact by

phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to CITY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the CITY) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Third Contact: the CONSULTANT shall transmit two complete sets of Phase IV plans and the final utility conflict information (when applicable and in the format requested by the CITY) to each UAO having facilities located within the project limits, and one set to the CITY Offices as required by the District. Include the design schedule.

7.4 EXCEPTION PROCESSING – N/A

7.5 PRELIMINARY UTILITY MEETING – N/A

7.6 INDIVIDUAL/FIELD MEETINGS

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 COLLECT AND REVIEW PLANS AND DATA FROM UAO(S)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the CITY.

7.8 SUBORDINATION OF EASEMENTS COORDINATION - NA

7.9 UTILITY DESIGN MEETING

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from CITY Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 REVIEW UTILITY MARKUPS & WORK SCHEDULES AND PROCESSING OF SCHEDULES & AGREEMENTS

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and CITY Traffic Operations for review and comment if required by the CITY. Coordinate with the CITY for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

7.11 UTILITY COORDINATION/FOLLOW-UP

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 UTILITY CONSTRUCTABILITY REVIEW

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 ADDITIONAL UTILITY SERVICES – N/A

7.14 PROCESSING UTILITY WORK BY HIGHWAY CONTRACTOR (UWHC) – N/A

7.15 CONTRACT PLANS TO UAO(S) - NA

7.16 CERTIFICATION/CLOSE-OUT

This includes hours for transmitting utility files to the CITY and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate CITY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made, and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 OTHER UTILITIES – N/A

8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

The CONSULTANT shall notify the CITY Project Manager, Environmental Permit Coordinator, and other appropriate CITY personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings. The Consultant shall use current regulatory guidelines and

policies for all permits required as identified in Section 2.4.

8.1 PRELIMINARY PROJECT RESEARCH

The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. Includes evaluation of the existing environmental permits, research of possible conservation easements, and field reviews to gather relevant project documentation.

The CONSULTANT shall research any existing easements or other restrictions that may exist within or adjacent to the project boundary. Project research may include but should not be limited to review of available federal, state, and local permit files and databases; and local government information including City and property appraiser data. Determination of any Sovereign Submerged Lands is not included.

8.2 FIELD WORK

8.2.1 Pond Site Alternatives – N/A

8.2.2 Establish Wetland Jurisdictional Lines and Assessments:

The CONSULTANT shall be responsible for, but not limited to, the following activities:

- Based on available data from the National Wetland Inventory and field verification, no wetlands were assumed within the project limits; however, coordination with survey will be needed to confirm these assumptions. Also includes verification of any other surface water within the project limits, coordination, and documentation preparation as needed.
- If applicable, determine landward extent of wetlands and other surface waters as detailed in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.; United States Army Corps of Engineers (USACE) Wetland Delineation Manual (Technical Report Y-87- 1); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERD/EL TR- 10-20).

8.2.3 Species Surveys – N/A

8.3 AGENCY VERIFICATION OF WETLAND DATA – N/A

8.4 COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS

The CONSULTANT shall collect the data and information necessary to prepare the permit

applications and obtain the environmental permits required to construct the project as identified in the Project Description and as described in 8.4.1 and 8.4.2. The CONSULTANT shall prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The permit application packages must be approved by the CITY prior to submittal to regulatory agencies.

The CONSULTANT will submit all permit applications, as directed by the CITY, and be responsible for payment of all permit and public noticing fees.

8.4.1 Complete and Submit All Required Wetland Permit Applications:

The CONSULTANT shall prepare, complete, and submit required wetland permit (i.e., ERP, Section 404) application packages to the appropriate regulatory agencies. This includes, but is not limited to, applications submitted to WMDs and/or DEP. The application package may include but is not limited to attachments (e.g., project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), a cover letter with project description as well as completion of applicable agency forms. The CONSULTANT shall prepare and respond to agency Requests for Additional Information (RAIs), including necessary revisions to the application package. All responses and completed application packages must be approved by the District Permit Coordinator prior to submittal to the regulatory agencies. Geotechnical permitting should also be prepared, submitted, and obtained

8.4.2 Complete and Submit All Required Species Permit Applications – N/A

8.5 COORDINATE AND REVIEW DREDGE AND FILL SKETCHES – N/A

8.6 PREPARE USCG PERMIT APPLICATION – N/A

8.7 PREPARE WATER MANAGEMENT DISTRICT OR LOCAL WATER CONTROL DISTRICT RIGHT OF WAY OCCUPANCY PERMIT APPLICATION – N/A

8.8 PREPARE COASTAL CONSTRUCTION CONTROL LINE (CCCL) PERMIT APPLICATION – N/A

8.9 PREPARE TREE PERMIT INFORMATION – N/A

8.10 COMPENSATORY MITIGATION PLAN – N/A

8.11 MITIGATION COORDINATION AND MEETINGS – N/A

8.12 OTHER ENVIRONMENTAL PERMITS – N/A

8.13 TECHNICAL SUPPORT TO THE CITY AND FDOT FOR ENVIRONMENTAL CLEARANCES AND REEVALUATIONS (USE WHEN CONSULTANT PROVIDES TECHNICAL SUPPORT) – N/A

8.13.1 NEPA or SEIR Reevaluation – N/A

8.13.2 Archaeological and Historical Features – N/A

8.13.3 Wetland Impact Analysis

8.13.4 Essential Fish Habitat Impact Analysis – N/A

8.13.5 Protected Species and Habitat Impact Analysis – N/A

8.14 PREPARATION OF ENVIRONMENTAL CLEARANCES AND RE-EVALUATIONS (USE WHEN CONSULTANT PREPARES ALL DOCUMENTS ASSOCIATED WITH REEVALUATION) – N/A

8.14.1 NEPA or SEIR Reevaluation – N/A

8.14.2 Archaeological and Historical Features – N/A

8.14.3 Wetland Impact Analysis – N/A

8.14.4 Essential Fish Habitat Impact Analysis – N/A

8.14.5 Protected Species and Habitat Impact Analysis – N/A

8.15 CONTAMINATION IMPACT ANALYSIS – N/A

8.16 ASBESTOS SURVEY – N/A

8.17 TECHNICAL MEETINGS

8.18 QUALITY ASSURANCE/QUALITY CONTROL

8.19 SUPERVISION

8.20 COORDINATION

9 STRUCTURES SUMMARY

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

11 STRUCTURES - TEMPORARY BRIDGE – N/A

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A

16 STRUCTURES - MOVABLE SPAN – N/A

17 STRUCTURES - RETAINING WALLS – N/A

18 STRUCTURES - MISCELLANEOUS

18.1 thru 18.8 – N/A

18.9 MAST ARMS

Includes using Mathcad to design 4 mast arms that will support pedestrian hybrid beacons at the roundabout; mast arms to include standard luminaires.

18.10 MAST ARMS DATA TABLE PLAN SHEETS

1 table for 4 mast arms with Pedestrian Hybrid Beacons.

18.11 MAST ARM SPECIAL DETAILS PLAN SHEETS

Develop special details for Pedestrian Hybrid Beacon mast arms and luminaires.

18.12 thru 18.27 – N/A

18.28 GATEWAY SIGN PYLONS AND FOUNDATIONS

Special pylon design with 2 cross sections for a gateway sign (one for upper column and 1 for lower column), pile foundation design, plan production and architectural details.

18.29 GATEWAY SIGN/PYLON CONNECTIONS

Bolted connection/end diaphragm design and special details.

18.30 SPECIAL STRUCTURES – N/A

18.31 OTHER STRUCTURES

Includes 1 new CCTV pole foundation design, one anchor bolt design & plan production for a 30-foot height camera pole. Foundation and anchor bolts will be designed to support a steel pole that withstands 150 mph wind. Wind load and dead load of pole will be calculated by hand. This effort also includes necessary details for a non-standard pole height.

19 SIGNING AND PAVEMENT MARKING ANALYSIS (GATEWAY/WAYFINDING SIGNS)

The CONSULTANT shall prepare conceptual design options for vehicular and pedestrian signs.

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE (Gateway Sign not FDOT funded)

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS (Gateway Sign not FDOT funded)

The CONSULTANT shall prepare two (2) conceptual design options for one (1) overhead gateway sign type, one (1) conceptual design option for one (1) vehicular wayfinding sign type, one (1) conceptual design option for one (1) medium pedestrian sign type, and one (1) conceptual design option for one (1) small pedestrian sign type based on the sign face layout provided by the City of Kissimmee on September 7, 2021.

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

The CONSULTANT shall provide quantities for each of the three phase submittals.

19.8 COST ESTIMATE (Gateway Sign work efforts are not FDOT funded)

The CONSULTANT shall provide a conceptual estimate for each of the three phase submittals (funded and non-funded).

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS – N/A

19.12 TECHNICAL MEETINGS (Gateway Sign meetings not FDOT funded)

The CONSULTANT shall hold a teleconference meeting with the CITY to present the design concepts and feedback. The meeting will be attended by up to two (2) AECOM staff for up to two (2) hours. The CITY will provide one (1) set of consolidated written comments and select the preferred concept within ten (10) business days of receipt.

19.13 QUALITY ASSURANCE/QUALITY CONTROL

The CONSULTANT shall perform internal QC of all deliverables prior to submittal.

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

The CONSULTANT shall oversee all design and consulting activities related to wayfinding and signage

19.16 COORDINATION

20 SIGNING AND PAVEMENT MARKING PLANS (GATEWAY/WAYFINDING SIGNS)

The CONSULTANT shall produce design intent documents for one (1) overhead gateway

sign type, two (2) pedestrian wayfinding sign types, and one (1) vehicular wayfinding sign type. The deliverable will include sign location plans, sign type fabrication drawings, sign face layouts, and technical performance specifications.

20.1 KEY SHEET – N/A

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

The CONSULTANT shall prepare a matrix of sign types, descriptions, and quantities for bidding (funded and non-funded).

20.4 GENERAL NOTES/PAY ITEM NOTES

The CONSULTANT shall prepare a general notes and graphic standards sheet.

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET

The CONSULTANT shall prepare sign location plans by reviewing circulation, determining decision points, and recommending locations for signs.

20.7 TYPICAL DETAILS

The CONSULTANT shall prepare dimensioned fabrication details with materials and finishes to such a level to allow pricing during procurement.

20.8 GUIDE SIGN WORK SHEETS

The CONSULTANT shall prepare scaled and dimensioned sign face layouts for each unique sign face message.

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS

The CONSULTANT shall prepare technical performance specifications for wayfinding signage.

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

19A SIGNING AND PAVEMENT MARKING ANALYSIS

NOTE: The signing on W. Sproule Ave, W. Dakin Ave, E. Darlington Avenue and W. Darlington Avenue is not FDOT funded.

19.1 TRAFFIC DATA ANALYSIS

Review engineering report, typical section package, proposed geometric alignment and queue analysis.

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements.

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS – N/A

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

19.8 COST ESTIMATE

The CONSULTANT shall provide a cost estimate for each of the three phase submittals.

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED
SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall design the signing and pavement markings for the Roundabout, Police Station parking lot, and 11 tabled intersections.

19.11 FIELD REVIEWS

19.12 TECHNICAL MEETINGS

19.13 QUALITY ASSURANCE/QUALITY CONTROL

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

19.16 COORDINATION

20A SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: W, Sproule Avenue, W. Dakin Avenue, E. Darlington Ave and W. Darlington Avenue are not FDOT funded).

20.1 KEY SHEET

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

20.4 GENERAL NOTES/PAY ITEM NOTES

20.5 PROJECT LAYOUT

20.6 PLAN SHEET

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS – N/A

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS

The CONSULTANT shall design 1 detail for the Rectangular Rapid Flashing Beacons.

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

21 SIGNALIZATION ANALYSIS

21.1 TRAFFIC DATA COLLECTION – N/A

21.2 TRAFFIC DATA ANALYSIS – N/A

21.3 SIGNAL WARRANT STUDY – N/A

21.4 SYSTEMS TIMINGS – N/A

21.5 REFERENCE AND MASTER SIGNALIZATION DESIGN FILE

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements. Broadway at Neptune Rd: Add signal head and determining detection zone for new left turn. For Broadway at Ruby Ave: Show removal of existing mast arm and adjustments to communications pull boxes.

21.5 A Reference and Master Signalization Design File (Roundabout)

For Pedestrian Hybrid Beacons at Roundabout crosswalks (optional)

21.6 REFERENCE AND MASTER INTERCONNECT

COMMUNICATION DESIGN FILE

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements. Includes analysis of fiber optic interconnect design and layout of proposed interconnect conduit, pull boxes, splice boxes, etc. Analysis of existing interconnect to remain where impacted by sidewalk reconstruction.

21.7 OVERHEAD STREET NAME SIGN DESIGN – N/A

21.8 POLE ELEVATION ANALYSIS – N/A

21.9 TRAFFIC SIGNAL OPERATION REPORT – N/A

21.10 QUANTITIES

21.11 COST ESTIMATE

21.12 TECHNICAL SPECIAL PROVISIONS – N/A

21.13 OTHER SIGNALIZATION ANALYSIS

Includes general analysis and electrical/voltage drop analysis of CCTV at roundabout. Existing CCTV will be removed and replaced on new pole.

21.14 FIELD REVIEWS

21.15 TECHNICAL MEETINGS

21.16 QUALITY ASSURANCE/QUALITY CONTROL

21.17 INDEPENDENT PEER REVIEW – N/A

21.18 SUPERVISION

21.19 COORDINATION

22 SIGNALIZATION PLANS

22.1 KEY SHEET

22.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE
(TRNS*PORT) INPUT – N/A

22.3 TABULATION OF QUANTITIES

22.4 GENERAL NOTES/PAY ITEM NOTES

22.5 PLAN SHEET

22.6 INTERCONNECT PLANS

22.7 TRAFFIC MONITORING SITE – N/A

22.8 GUIDE SIGN WORKSHEET – N/A

22.9 SPECIAL DETAILS

Details for communications overview, splice diagram (assume splice into fiber interconnect just west of Stewart Ave and replace to just east of Neptune Rd), cabinet, cabinet wiring diagram, and pole installation.

22.10 SPECIAL SERVICE POINT DETAILS

Electrical service detail for the CCTV pole at the roundabout.

22.11 MAST ARM/MONOTUBE TABULATION SHEET

For addition of signal head at Broadway and Neptune.

22.12 STRAIN POLE SCHEDULE – N/A

22.13 TCP SIGNAL (TEMPORARY) – N/A

22.14 TEMPORARY DETECTION SHEET – N/A

22.15 UTILITY CONFLICT SHEET – N/A

22.16 INTERIM STANDARDS – N/A

22.17 QUALITY ASSURANCE/QUALITY CONTROL

22.18 SUPERVISION

23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting/Electrical Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. NOTE: The lighting for the gateway sign is not FDOT funded.

23.1 LIGHTING JUSTIFICATION REPORT – N/A

23.2 LIGHTING DESIGN ANALYSIS REPORT

The report includes an LDAR in accordance with the requirements of the FDOT Design Manual. Also includes photometric analysis at the roundabout, in the median along Broadway between Ruby Ave/Stewart Ave and Neptune Rd., and the remaining corridor.

23.3 VOLTAGE DROP CALCULATIONS

KUA installs the secondary wires and sizes it for KUA owned lights. KUA also does not own nor maintain any streetlights that are on signal poles. Includes services for proposed irrigation controller(s) and voltage drop calculations for proposed Gateway sign lighting.

23.4 FDEP COORDINATION AND REPORT – N/A

23.5 REFERENCE AND MASTER DESIGN FILES (Gateway Sign not FDOT funded)

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements for lighting the roundabout and corridor lighting. Includes all work to create elements showing the alignment in plan view, design and layout of proposed light poles, conductors and conduit runs, load center locations, pull box, service points, electrical service feed, and landscape irrigation design for controller.

Also includes lighting for the Gateway Sign lighting infrastructure, all work to create elements showing the alignment in plan view, design and layout of proposed gateway sign lights, conductors and conduit runs, load center locations, pull box, service points, and electrical service feed.

23.6 TEMPORARY LIGHTING – N/A

23.7 DESIGN DOCUMENTATION – N/A

23.8 QUANTITIES

23.9 COST ESTIMATE

23.10 TECHNICAL SPECIAL PROVISIONS

Decorative fixtures to be defined by the City. Use of Technical Special Provisions (TSP) and Modified Special Provisions (MSP) for previous installations can be used. Assume aesthetic requirements for decorative lights for Gateway sign.

23.11 OTHER LIGHTING ANALYSIS (Gateway Sign not FDOT funded)

Preliminary FAA Notice Criteria tool requests that we file due to location of Kissimmee Gateway Airport. Efforts to coordinate with FAA for light poles, signal poles, CCTV poles, and Gateway Sign.

23.12 FIELD REVIEWS

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review.

23.13 TECHNICAL MEETINGS

23.14 QUALITY ASSURANCE/QUALITY CONTROL

23.15 INDEPENDENT PEER REVIEW – N/A

23.16 SUPERVISION

23.17 COORDINATION

24 LIGHTING PLANS

24.1 KEY SHEET

24.2 SUMMARY OF PAY ITEM SHEET INCLUDING DESIGNER INTERFACE (TRANS*PORT) INPUT – N/A

24.3 TABULATION OF QUANTITIES

24.4 GENERAL NOTES/PAY ITEM NOTES

24.5 POLE DATA, LEGEND & CRITERIA

24.6 SERVICE POINT DETAIL

The CONSULTANT shall design the service point detail for Gateway sign.

24.7 PROJECT LAYOUT – N/A

24.8 PLAN SHEET

24.9 SPECIAL DETAILS

The CONSULTANT shall prepare the electrical riser diagram and one single line diagram for Gateway sign.

24.10 TEMPORARY LIGHTING DATA AND DETAILS – N/A

24.11 TRAFFIC CONTROL PLAN SHEETS – N/A

24.12 INTERIM STANDARDS – N/A

24.13 QUALITY ASSURANCE/QUALITY CONTROL

24.14 SUPERVISION

25 LANDSCAPE ANALYSIS

The CONSULTANT shall perform landscape analysis tasks to assess the existing conditions and the proposed improvements. Tasks include evaluation of existing trees and determination of any impacts by the proposed improvements. Where impacts are unavoidable, trees will be proposed for removal and depicted as such in the contract plans. Trees that are not impacted will be designated in the contract plans to be protected during construction. Tasks also include landscape, irrigation, and hardscape design, including side streets where they connect to the main project corridor, as well as design of landscape improvements for the proposed bioswales within the new roundabout area at W. Emmett St., Ruby Ave., and Broadway. Includes coordination with design

discipline leads such as roadway, drainage, utilities, signing, and lighting. Includes coordination with existing and/or proposed underground and overhead utilities including but not limited to lighting, drainage, force mains, potable water, and fiber optic cable. NOTE: The landscape analysis and design for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded)

25.1 DATA COLLECTION

All research required to collect data necessary to complete the initial design analysis. Includes identifying applicable local ordinances and collection of other project data, assembling design information. Collect data prepared by others, such as survey, topo, tree survey, overhead and underground utilities, as-built irrigation plans and/or record drawings of same, existing roadway inventory, signing and features along the sidewalks adjacent to right-of-way and businesses.

25.2 SITE INVENTORY AND ANALYSIS FOR PROPOSED LANDSCAPE

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions and proposed improvements. Perform inventory of existing conditions, proposed improvements, and analysis of opportunities for landscape, hardscape, and irrigation improvement. Analysis of drainage, roadway, signing, and pavement marking, and other design plans prepared by other disciplines.

25.3 PLANTING DESIGN

Planting design for medians, bioswales in the roundabout areas, rights-of-way back of sidewalk, street trees in sidewalks where feasible. Includes identifying the species/type, size, location, spacing, and quality of all plants. Tasks include development of landscape design enhancements for parking areas, curb bulb-outs and pedestrian crosswalks in the commercial district only.

25.4 IRRIGATION DESIGN

Feasibility Report: Includes analysis of existing conditions, available water and power sources, potential materials and application methods, review of existing and proposed utility adjustments, directional bores and sleeves associated with proposed irrigation system(s) design.

Design: Prepare irrigation design, materials list, and quantities for new landscaping, and

connections and modifications to existing systems where they occur within the project limits. Irrigation sleeves for side streets only; sleeves will be shown on plans to allow for future expansion of the irrigation system. Assumes City has existing irrigation along the project corridor for existing trees, palms, and landscaping. Record drawings and as-builts are assumed to be available from the city. Potable water source anticipated. Well and pump station design not included. Electrical design for irrigation controls system not included in this task.

25.5 HARDSCAPE DESIGN

Tasks include hardscape design for specialty sidewalk paving, brick accent banding to match existing conditions in the businesses, shops and restaurant areas, as well as the roundabout improvements, and design for non-organic materials (rock, drainage media) to be used in the bioswales, tree grates or flexible pavement for street trees within the sidewalks, and special paving for ADA crosswalks and curb bulb-outs at intersections, if applicable.

25.6 PLAN SUMMARY BOXES

Not using ORD or EQ Report. This effort applied to developing Pay Items and Summary of Quantities tables and sheets. Quantities for plants, mulch, soil, backfill, hardscape items, irrigation materials, and incidental items depicted in the proposed improvements.

25.7 COST ESTIMATES

One estimate at 30%, and updates at 60% and 100% design phases.

25.8 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS

Prepare technical special provision for proposed irrigation improvements. Assumes Owner does not have standard specifications language. FDOT Standard Specifications do not address irrigation systems.

25.9 OTHER LANDSCAPE SERVICES

Analysis of existing trees based on survey data. Coordination with surveyor for existing tree inventory, determine tree disposition and species identification. Coordination with roadway and drainage design and utility adjustments.

Prepare a roll plot of the conceptual design improvements noted in Tasks 25.3, 25.4 and 25.5 to be used for once (1) client design review meeting and to support public meetings.

25.10 OUTDOOR ADVERTISING – N/A

25.11 FIELD REVIEWS

Perform field reviews of the project site for purposes of developing an inventory of existing conditions and to assess potential impacts to existing trees, landscaping, and irrigation to be protected during construction and/or to be removed due to proposed improvements, where applicable.

25.12 TECHNICAL/PUBLIC MEETINGS

25.13 QUALITY ASSURANCE/QUALITY CONTROL

25.14 INDEPENDENT PEER REVIEW – N/A

25.15 SUPERVISION

25.16 PROJECT COORDINATION

25.17 INTERDISCIPLINARY COORDINATION

26 LANDSCAPE PLANS

The CONSULTANT shall prepare a set of Landscape Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums
NOTE: The landscape plans for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

26.1 KEY SHEET

26.2 TABULATION OF QUANTITIES

Prepare tabulation of quantities sheets for proposed landscape, irrigation, and hardscape improvements.

26.3 GENERAL NOTES

Prepare general notes describing the work to be performed as depicted and quantified in the

plans.

26.4 TREE AND VEGETATION PROTECTION AND RELOCATION PLANS AND TREE DISPOSITION PLANS

Prepare plan sheets to address existing trees and vegetation to remain protected during construction and trees and vegetation to be removed where impacted by construction.

26.5 PLANTING PLANS FOR LINEAR ROADWAY PROJECTS

Prepare landscape plans for proposed landscape improvements within the project corridor where applicable.

26.6 PLANTING PLANS (INTERCHANGES AND TOLL PLAZAS) – N/A

26.7 PLANTING DETAILS AND NOTES

Prepare planting details and notes for specific conditions not addressed in the FDOT Standard Plans.

26.8 IRRIGATION PLANS FOR LINEAR ROADWAY PROJECT

Prepare irrigation design plans for the proposed landscape improvements within the project corridor and side street connections, where applicable. Prepare plans depicting proposed irrigation sleeves for side streets.

26.9 IRRIGATION PLANS FOR INTERCHANGE AND TOLL PLAZAS – N/A

26.10 IRRIGATION DETAILS AND NOTES

Prepare irrigation installation details and notes for specific site conditions, materials, and equipment.

26.11 HARDSCAPE PLANS

Prepare plans for proposed hardscape improvements within the project corridor and side street connections, where applicable.

26.12 HARDSCAPE DETAILS AND NOTES

Prepare details and notes for specific hardscape improvements within the project corridor and side street connections, where feasible.

26.13 LANDSCAPE MAINTENANCE PLAN

Includes preparing a technical plan for care and maintenance of the plants and beds, hardscape, and irrigation system after the establishment period. The landscape maintenance plan will be developed in performance-based language and will be in coordination with the Owner's preferences for the maintenance of proposed improvements.

26.14 COST ESTIMATE

Includes development of quantities for proposed materials to be included in the 30%, 60% and 100% phase submittals for inclusion in the overall Engineer's Estimate.

26.15 QUALITY ASSURANCE/QUALITY CONTROL

26.16 SUPERVISION

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the CITY. Field books submitted to the CITY must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset.

NOTE: Survey for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

27.1 HORIZONTAL PROJECT CONTROL (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the CITY; may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.2 VERTICAL PROJECT CONTROL (VPC)

Establish or recover VPC, for the purpose of establishing vertical control on datum approved by the CITY; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.3 ALIGNMENT AND/OR EXISTING RIGHT OF WAY (R/W) LINES

Establish, recover, or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per FDOT R/W Maps, platted or dedicated rights of way.

27.4 AERIAL TARGETS – N/A

27.5 REFERENCE POINTS – N/A

27.6 TOPOGRAPHY/DIGITAL TERRAIN MODEL (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.7 PLANIMETRIC (2D) – N/A

27.8 ROADWAY CROSS SECTIONS/PROFILES

Perform Check Cross Sections to verify DTM.

27.9 SIDE STREET SURVEYS

Perform required Topographic, Drainage and Underground Utility surveys on Side Streets.

27.10 UNDERGROUND UTILITIES

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.11 OUTFALL SURVEY – N/A

27.12 DRAINAGE SURVEY

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.13 BRIDGE SURVEY (MINOR/MAJOR) – N/A

27.14 CHANNEL SURVEY – N/A

27.15 POND SITE SURVEY – N/A

27.16 MITIGATION SURVEY – N/A

27.17 JURISDICTION LINE SURVEY – N/A

27.18 GEOTECHNICAL SUPPORT

NOTE: WORK FOR W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

27.19 SECTIONAL/GRANTSURVEY

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

27.20 SUBDIVISION LOCATION

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject City, tie existing monumentation of the beginning and end of unrecorded subdivision.

27.21 MAINTAINED R/W – N/A

27.22 BOUNDARY SURVEY – N/A

27.23 WATER BOUNDARY SURVEY – N/A

27.24 RIGHT OF WAY STAKING, PARCEL / RIGHT OF WAY LINE – N/A

27.25 RIGHT OF WAY MONUMENTATION – N/A

27.26 LINE CUTTING – N/A

27.27 WORK ZONE SAFETY

Provide work zone as required by CITY and FDOT standards.

27.28 MISCELLANEOUS SURVEYS (TREE AND VEGETATION SURVEYS)

Identify general type and diameter of trees along the mainline.

27.29 SUPPLEMENTAL SURVEYS – N/A

27.30 DOCUMENT RESEARCH

27.31 FIELD REVIEW

Perform field review to ensure all topographic items were collected.

27.32 TECHNICAL MEETINGS

27.33 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 SUPERVISION

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

27.35 COORDINATION

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

28 PHOTOGRAMMETRY – N/A

29 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable FDOT Manuals, Procedures, Handbooks FDOT District 5 specific requirements, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to CITY size and format requirements utilizing FDOT approved software and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the FDOT for review at stages of completion as negotiated.

29.1 ALIGNMENT – N/A

29.2 SECTION AND 1/4 SECTION LINES – N/A

29.3 SUBDIVISIONS / PROPERTY LINES – N/A

29.4 EXISTING RIGHT OF WAY – N/A

29.5 TOPOGRAPHY – N/A

29.6 PARENT TRACT PROPERTIES AND EXISTING EASEMENTS – N/A

29.7 PROPOSED RIGHT OF WAY REQUIREMENTS

The ENGINEER OF RECORD (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry. Notification of Final Right of Way Requirements along with the purpose and duration of all easements will be specified in writing.

29.8 LIMITS OF CONSTRUCTION – N/A

29.9 JURISDICTIONAL/AGENCY LINES – N/A

The following sheet files will be completed.

29.10 CONTROL SURVEY COVER SHEET – N/A

29.11 CONTROL SURVEY KEY SHEET – N/A

29.12 CONTROL SURVEY DETAIL SHEET – N/A

29.13 RIGHT OF WAY MAP COVER SHEET – N/A

29.14 RIGHT OF WAY MAP KEY SHEET – N/A

29.15 RIGHT OF WAY MAP DETAIL SHEET – N/A

29.16 MAINTENANCE MAP COVER SHEET – N/A

29.17 MAINTENANCE MAP KEY SHEET – N/A

29.18 MAINTENANCE MAP DETAIL SHEET – N/A

29.19 REFERENCE POINT SHEET – N/A

29.20 PROJECT CONTROL SHEET

This sheet depicts the baseline and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles.

29.21 TABLE OF OWNERSHIPS SHEET – N/A

29.22 PARCEL SKETCHES – N/A

29.23 TIITF SKETCHES – N/A

29.24 OTHER SPECIFIC PURPOSE SURVEY(S)

A topographic map will be submitted.

29.25 BOUNDARY SURVEY(S) MAP – N/A

29.26 RIGHT OF WAY MONUMENTATION MAP – N/A

29.27 TITLE SEARCH MAP – N/A

29.28 TITLE SEARCH REPORT – N/A

29.29 LEGAL DESCRIPTIONS – N/A

29.30 FINAL MAP/PLANS COMPARISON – N/A

29.31 FIELD REVIEWS – N/A

29.32 TECHNICAL MEETINGS – N/A

29.33 QUALITY ASSURANCE/QUALITY CONTROL

29.34 SUPERVISION

29.35 COORDINATION

29.36 SUPPLEMENTAL MAPPING – N/A

30 TERRESTRIAL MOBILE LiDAR

The Consultant will perform Mobile LiDAR from John Young Parkway (US 17/92) to Vine Street (US 192) along main corridor and the first block of 7 side streets off the main corridor. NOTE: The sides streets on W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

31 ARCHITECTURE DEVELOPMENT – N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE – N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS

The CONSULTANT shall analyze and document ITS tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

NOTE: None of the ITS elements are FDOT funded.

33.1 ITS ANALYSIS – N/A

33.2 COMMUNICATION PLAN ANALYSIS – N/A

33.3 LIGHTNING PROTECTION ANALYSIS – N/A

33.4 POWER SUBSYSTEM – N/A (KUA to provide power to each EV charging station)

33.5 VOLTAGE DROP CALCULATIONS – N/A (KUA to determine conductor and conduit size for each charging station)

33.6 DESIGN DOCUMENTATION

The CONSULTANT shall determine number and location of charging stations; the City shall verify these findings. The CONSULTANT shall submit a Design Documentation Book with each plan submittal.

33.7 EXISTING ITS SYSTEM – N/A

33.8 QUEUE ANALYSIS – N/A

33.9 REFERENCE AND MASTER ITS DESIGN FILE

The CONSULTANT shall prepare the ITS design file to include all efforts required per EV charging station for layout of proposed conductors and conduit runs, load center locations, pull box, service points, and electrical service feed. All existing ITS infrastructure shall be referenced to the new ITS plan sheets if applicable.

33.10 REFERENCE AND MASTER COMMUNICATIONS DESIGN FILE – N/A

33.11 POLE ELEVATION ANALYSIS – N/A

33.12 SIGN PANEL DESIGN ANALYSIS – N/A

33.13 QUANTITIES

Includes all work required to determine the quantities for all items associated with the EV charging stations and conduit runs.

33.14 COST ESTIMATE

33.15 TECHNICAL SPECIAL PROVISIONS – N/A (KUA TO PERFORM THIS

WORK)

33.16 OTHER ITS ANALYSES – N/A

33.17 FIELD REVIEWS

33.18 TECHNICAL MEETINGS

33.19 QUALITY ASSURANCE/QUALITY CONTROL

33.20 SUPERVISION

33.21 COORDINATION

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: None of the ITS elements are FDOT funded.

34.1 KEY SHEET

34.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE
(TRANS*PORT) INPUT – N/A

34.3 TABULATION OF QUANTITIES

34.4 GENERAL NOTES / PAY ITEM NOTES

34.5 PROJECT LAYOUT

34.6 TYPICAL AND SPECIAL DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.7 PLAN SHEET

34.8 ITS COMMUNICATIONS PLANS – N/A

34.9 FIBER OPTIC SPLICE DIAGRAMS – N/A

34.10 LIGHTNING PROTECTION PLANS – N/A

34.11 CROSS SECTIONS – N/A

34.12 GUIDE SIGN WORK SHEET(S) – N/A

34.13 SPECIAL SERVICE POINT DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.14 STRAIN POLE SCHEDULE – N/A

34.15 OVERHEAD / CANTILEVER SIGN STRUCTURE – N/A

34.16 OTHER OVERHEAD SIGN STRUCTURES (LONG SPAN, MONOTUBE, ETC.) – N/A

34.17 TRAFFIC CONTROL PLANS – N/A

34.18 INTERIM STANDARDS – N/A

34.19 GIS DATA AND ASSET MANAGEMENT REQUIREMENTS – N/A

34.20 QUALITY ASSURANCE / QUALITY CONTROL

34.21 SUPERVISION

35 GEOTECHNICAL

Based on the project information provided, our experience, and in accordance with the FDOT 2020 Soils and Foundation Handbook, we recommend the following scope of services:

Geotechnical Services

- Roadway Subsurface Investigation
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Perform 2 hand auger borings at 100' centers to depth of 5 feet each at north WB turn lane from Broadway to Neptune.
 - Perform Perform 3 drainage hand auger borings at 3 bioswale locations to depth of 7 feet each.
 - Perform 2 hand auger borings at 100' centers to depth of 5 feet each for gravity wall at south side Broadway (about Station 123+00).
 - Obtain 2 bulk soil samples for Limerick Bearing Ratio (LBR) testing at

Roundabout.

- o Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained. This includes LBR testing of shallow subgrade soils for use in pavement design and corrosion series sampling of soils along the project alignment for optional pipe materials analysis.
- Mainline Roadway Pavement Coring
 - o Develop coring plan and mark core locations at the site.
 - o Develop maintenance of traffic plan and coordinate lane closures with FDOT and City of Kissimmee.
 - o Mobilize maintenance of traffic equipment including signs, cones, and arrow board.
 - o Mobilize pavement coring equipment and personnel. Pavement coring anticipated to be performed during daytime.
 - o Obtain a total of 6 pavement cores.
 - o Submit the results of pavement coring program in a Pavement Condition Survey and Pavement Evaluation Report. The report will include the following:
 - Measured crack depths, rut depths, cross slope, pavement thickness and base thickness at each pavement core location.
 - Field evaluation of pavement condition and photographs of pavement core location and pavement core.
 - Recommendations regarding milling depth and pavement rehabilitation in areas of milling and resurfacing.
- Side Streets Roadway Pavement Coring (Not FDOT Funded)
 - o Develop coring plan and mark core locations at the site.
 - o Develop maintenance of traffic plan and coordinate lane closures with FDOT and City of Kissimmee.
 - o Mobilize maintenance of traffic equipment including signs, cones, and arrow board.
 - o Mobilize pavement coring equipment and personnel. Pavement coring anticipated to be performed during daytime.
 - o Obtain a total of 3 pavement cores.
 - o Submit the results of pavement coring program in a Pavement Condition Survey and Pavement Evaluation Report. The report will include the following:
 - Measured crack depths, rut depths, cross slope, pavement thickness and base thickness at each pavement core location.
 - Field evaluation of pavement condition and photographs of pavement core location and pavement core.
 - Recommendations regarding milling depth and pavement rehabilitation in areas of milling and resurfacing.

- Structures Subsurface Investigation
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Mobilize truck or mud bug mounted drilling equipment and personnel as needed.
 - Perform 4 Standard Penetration Test (SPT) borings to a depth of 25 feet each for mast arm poles supporting hybrid beacons.
 - Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained.
 - Provide soil parameters for use in drilled shaft design (by others) for proposed mast arm poles supporting hybrid beacons.
- Structures Subsurface Investigation (Not FDOT Funded)
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Mobilize truck or mud bug mounted drilling equipment and personnel as needed.
 - Perform 2 Standard Penetration Test (SPT) borings to a depth of 30 feet each for gateway feature.
 - Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained.
 - Provide soil parameters for use in drilled shaft design (by others) for proposed gateway feature.
- Roadway Soil Survey Report
 - Issue a Preliminary and Final Roadway Soil Survey Report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:
 - Subsurface conditions at the boring locations
 - Measured and estimated seasonal high groundwater depths
 - Subsoil removal limits
 - Fill selection, placement and compaction
 - Recommended design LBR to assist with pavement design
- Limited Contamination Screening Evaluation Report (CSER)
 - Conduct a desktop contamination screening. This will include a review of historic aerial photos, other readily available historic resources, if available, and contamination database information to identify potential contamination sites. Site reconnaissance will be conducted to ground truth the database information, if necessary, and identify other potential contamination sites, if any. Files maintained by the Florida Department of Environmental Protection or other regulatory Agencies will be review as well for identified sites. A Limited Contamination Screening Evaluation Report (CSER) will be prepared and issued.

Limitations

The scope of work is subject to the following limitations:

- The site will be accessible to the drilling equipment and crew assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary
- The CONSULTANT assumes no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine 811
- This proposed exploration is not intended to be an evaluation for sinkhole potential
- Survey support will be provided by others.

36 3D MODELING – N/A

37 PROJECT REQUIREMENTS

37.1 LIAISON OFFICE

The CITY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 KEY PERSONNEL

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

37.3 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 CORRESPONDENCE

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

37.5 PROFESSIONAL ENDORSEMENT

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by CITY standards.

37.6 COMPUTER AUTOMATION

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

37.7 COORDINATION WITH OTHER CONSULTANTS – N/A

37.8 OPTIONAL SERVICES

At the CITY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Method of Compensation for this contract, for a fair, competitive and reasonable cost, considering the scope and complexity of the work. Additional services may be authorized by Letter of Authorization or Supplemental Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final "As-Built" plans based on documents provided by the CITY (CADD services only), or other services as required.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with the Method of Compensation for this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY Project Manager and the CONSULTANT shall monitor

the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
CONNECT KISSIMMEE COMPLETE STREETS
Supplemental Agreement 1**

This Exhibit forms an integral part of Supplemental Agreement 1 agreement between the City of Kissimmee (hereinafter referred to as the CITY) and AECOM Technical Services, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Description: Connect Kissimmee Complete Streets

Financial Project ID: 437472-2-38-01

RFQ2021-002

Federal Aid Project No.: D521 065 B

Roadways: Emmett Street from John Young Parkway (US 17/92) to Stewart/Ruby Avenue, Broadway from Stewart/Ruby Avenue to Neptune Road and Main Street from Neptune Road to Vine Street (US 192)

Context Classification: C5 Urban Center

1 PROJECT PURPOSE

The general objective is for the CONSULTANT to separate the Phase II contract documents prepared under the original agreement into two (2) separate standalone phases including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT LAP Manual, procedures and requirements. These Contract documents will be used by the contractor to build the project in these two phases. These Contract documents will be used by the CITY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work are specifically prescribed to accomplish the work included in this contract and indicates which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may

provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

Note that work not funded by FDOT is identified in this scope.

Upon notice to proceed, the CONSULTANT shall separate the current 60% plans into two separate standalone phases.

Exhibit “D” summarizes the work to be performed in Phases 1 and 2.

2.1 PROJECT GENERAL AND ROADWAY (ACTIVITIES 3, 4, AND 5)

Plan Type:

This project will be produced at the indicated scales; all other plan sheets shall be prepared in accordance with the FDOT Design Manual (FDM).

Drainage Map: 1” = 100’ Horiz., 1” = 10’ Vert.

Project Layout: 1” = 500’

Roadway Plans: 1” = 40’

Side street Plans: 1” = 40’

Profiles: Mainline 1” = 40’ Horiz., 1” = 4’ Vert.

Side street 1” = 40’ Horiz., 1” = 4’ Vert.

Curb Return 1” = 20’ Horiz., 1” = 2’ Vert.

Cross Sections: Mainline 1” = 40’ Horiz., 1” = 10’ Vert.

Side street 1” = 40’ Horiz., 1” = 10’ Vert.

Cross Section Pattern Sheet: 1” = 500’

2.2 DRAINAGE (ACTIVITIES 6A AND 6B)

Separate the current 60% plans into 2 phases.

2.3 UTILITIES COORDINATION (ACTIVITY 7) - N/A

2.4 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES (ACTIVITY 8)

The Permit activities were included in the original Scope of Work. This Supplemental Agreement only includes filing for a Permit extension for Phase 2. The project will be permitted as one project but constructed in 2 standalone phases.

2.5 STRUCTURES (ACTIVITIES 9 - 18) – N/A

2.6 SIGNING AND PAVEMENT MARKINGS (ACTIVITIES 19, 19A, 20, & 20A)

Separate the current 60% plans into 2 phases.

2.7 SIGNALIZATION (ACTIVITIES 21 & 22) – N/A

2.8 LIGHTING (ACTIVITIES 23 & 24)

Separate the current 60% plans into 2 phases.

2.9 LANDSCAPE (ACTIVITIES 25 & 26)

Separate the current 60% plans into 2 phases.

2.10 SURVEY (ACTIVITY 27)

2.11 PHOTOGRAMMETRY (ACTIVITY 28) – N/A

2.12 MAPPING (ACTIVITY 29)

2.13 TERRESTRIAL MOBILE LIDAR (ACTIVITY 30) – N/A

2.14 ARCHITECTURE (ACTIVITY 31) – N/A

2.15 NOISE BARRIERS (ACTIVITY 32) – N/A

2.16 INTELLIGENT TRANSPORTATION SYSTEMS (ACTIVITIES 33 & 34)

Separate the current 60% plans into 2 phases.

2.17 GEOTECHNICAL (ACTIVITY 35) – N/A

2.18 3D MODELING (ACTIVITY 36) – N/A

2.19 PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY Production Date.

2.20 SUBMITTALS

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal.

2.21 PROVISIONS FOR WORK

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the CITY which include, but are not limited to, publications such as:

General:

- Americans with Disabilities Act (ADA) Standards for Accessible Design
- FDOT Basis of Estimates Manual
- FDOT Computer Aided Design and Drafting (CADD) Manual
- FDOT Handbook for Preparation of Specifications Package
- FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements

- FDOT Public Involvement Handbook
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual

Roadway:

- FDOT Design Manual
- FDOT Standard Plans
- FDOT Flexible Pavement Design Manual
- AASHTO - Roadside Design Guide
- FDOT - Florida Roundabout Guide
- FHWA - National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook")
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT - Florida Intersection Design Guide

Permits:

- Chapter 373, F.S. - Water Resources
- US Fish and Wildlife Service Endangered Species Programs
- Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
- Florida Department of Environmental Protection Rules
- SFWMD SWERP (Volume I) ERP Applicant Handbook
- SFWMD SWERP (Volume II) ERP Applicant Handbook
- SFWMD Environmental Resource Permit Information Manual

Drainage:

- FDOT Drainage Manual
- FDOT Erosion and Sediment Control Manual
- FDOT Hydrology Handbook
- FDOT Open Channel Handbook
- FDOT Storm Drain Handbook
- FDOT Stormwater Management Facility Handbook
- FDOT Temporary Drainage Design Handbook
- Osceola County Land Development Code

Survey and Mapping:

- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
- Chapters 177 and 472, F.S.
- Florida Department of Transportation Surveying Handbook

Traffic Engineering and Operations, Lighting, and ITS:

- AASHTO - Guide for Development of Bicycle Facilities
- FDOT Manual on Uniform Traffic Studies (MUTS)
- AASHTO - Roadway Lighting Design Guide
- FDOT Traffic Engineering Manual
- National Electric Safety Code
- National Electrical Code

Landscape Architecture:

- Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.22 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide project data including:

- Numbers for survey field books
- Preliminary Horizontal Network Control
- Access for the CONSULTANT to utilize the CITY's Information Technology Resources
- All Department and City agreements with Utility Agency Owner (UAO)
- All certifications necessary for project letting
- All information that may come to the CITY pertaining to future improvements
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work
- Available traffic and planning data
- All approved utility relocations
- Project utility certification to the Department's Central Office
- Any necessary title searches
- Engineering standards review services
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way
- Systems traffic for Projected Design Year, with K, D, and T factors
- Previously constructed Highway Beautification or Landscape Construction Plans
- Existing right of way maps
- PD&E/Feasibility Documents

- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274
- Phase reviews of plans and engineering documents
- Regarding Environmental Permitting Services:
 - All existing/historical permits within the project limits
 - Approved Permit Document when available
 - Approval of all contacts with environmental agencies
 - Appropriate signatures on application forms

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to project activities 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing Phase 1 and 2 construction cost estimates at 100% and Final submittals.

Technical Special Provisions: N/A

Modified Special Provisions: N/A

Field Reviews: N/A

Technical Meetings: The CONSULTANT shall attend up to nine (9) technical meetings, including meetings with CITY and/or Agency staff, between disciplines and subconsultants, and progress meetings.

Plans Review: N/A

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall

be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Final Deliverables: The Consultant shall deliver final contract plans in electronic/digital format and provide four (4) sets of Design Documentation Memorandum (signed/sealed), Final Plans (signed/sealed), Specifications, Cost Estimate, Quantity Computations, and PDF and CAD design files on CD. Consultant shall prepare Construction Duration Calculations, Utility Work Schedules, Final construction plans, permits, and all other documentation needed to assist the City in bidding the construction of the recommended improvements.

Project General Tasks – N/A

4 ROADWAY ANALYSIS

NOTE: W. Sproule Ave, W. Dakin Ave, N. Stewart Ave., and W. Darlington Ave are not FDOT funded.

4.1 TYPICAL SECTION PACKAGE – N/A

4.2 PAVEMENT TYPE SELECTION REPORT – N/A

4.3 PAVEMENT DESIGN PACKAGE – N/A

4.4 CROSS-SLOPE CORRECTION – N/A

4.5 HORIZONTAL/VERTICAL MASTER DESIGN FILES

The CONSULTANT shall separate the current 60% Roadway design files into 2 phases and show proposed features from Phase 1 as existing conditions in the Phase 2 plans.

4.6 ACCESS MANAGEMENT - N/A

4.7 ROUNDABOUT EVALUATION - N/A

4.8 ROUNDABOUT FINAL DESIGN ANALYSIS - N/A

4.9 CROSS SECTION DESIGN FILES

The CONSULTANT shall by separate the current 60% cross section design files into 2 phases, including showing the Phase 1 elements as existing conditions in Phase 2.

4.10 TEMPORARY TRAFFIC CONTROL PLAN (TTCP) ANALYSIS – N/A

4.11 MASTER TTCP DESIGN FILES

The CONSULTANT shall separate the current 60% TTCP design files into 2 phases, including showing the Phase 1 elements as existing conditions in Phase 2.

4.12 SELECTIVE CLEARING AND GRUBBING – N/A

4.13 TREE DISPOSITION PLANS – N/A

4.14 DESIGN VARIATIONS AND EXCEPTIONS – N/A

4.15 ROADWAY DESIGN REPORT

The CONSULTANT shall separate the current 60% Roadway Calculations into 2 phases.

4.16 QUANTITIES

The CONSULTANT shall separate the Summary of Quantities design files into 2 phases.

4.17 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final submittals.

4.18 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL

PROVISIONS – N/A

4.19 OTHER ROADWAY ANALYSES – N/A

4.20 FIELD REVIEWS – N/A

4.21 MONITOR EXISTING STRUCTURES - N/A

4.22 TECHNICAL MEETINGS

4.23 QUALITY ASSURANCE/QUALITY CONTROL

4.24 INDEPENDENT PEER REVIEW – N/A

4.25 SUPERVISION

4.26 COORDINATION

5 ROADWAY PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Roadway Plans into 2 phases. **NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.**

5.1 KEY SHEET

5.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT

5.3 TYPICAL SECTION SHEETS

5.3.1 Typical Sections

5.3.2 Typical Section Details

5.4 GENERAL NOTES/PAY ITEM NOTES

5.5 SUMMARY OF QUANTITIES SHEETS

5.6 PROJECT LAYOUT

5.7 PLAN/PROFILE SHEET – N/A

5.8 PROFILE SHEET

5.9 PLAN SHEET

5.10 SPECIAL PROFILE (CURB RETURN PROFILES AT ROUNDABOUT) – N/A

5.11 BACK-OF-SIDEWALK PROFILE SHEET – N/A

5.12 INTERCHANGE LAYOUT SHEET – N/A

5.13 RAMP TERMINAL DETAILS (PLAN VIEW) – N/A

5.14 INTERSECTION LAYOUT DETAILS (ROUNDABOUT) – N/A

5.15 SPECIAL DETAILS – N/A

5.16 CROSS-SECTION PATTERN SHEETS

5.17 ROADWAY SOIL SURVEY SHEETS – N/A

5.18 CROSS SECTIONS

5.19 TEMPORARY TRAFFIC CONTROL PLAN SHEETS

5.20 TEMPORARY TRAFFIC CONTROL CROSS SECTION SHEETS – N/A

5.21 TEMPORARY TRAFFIC CONTROL DETAIL SHEETS

5.22 UTILITY ADJUSTMENT SHEETS

5.23 SELECTIVE CLEARING AND GRUBBING SHEETS – N/A

5.24 TREE DISPOSITION PLAN SHEETS – N/A

5.25 PROJECT CONTROL SHEETS – N/A

5.26 ENVIRONMENTAL DETAIL SHEETS – N/A

5.27 UTILITY VERIFICATION SHEETS (SUE DATA) – N/A

5.28 QUALITY ASSURANCE/QUALITY CONTROL

5.29 SUPERVISION

6a DRAINAGE ANALYSIS

NOTE: W. Sproule Ave, W. Dakin Ave, N. Stewart Ave., and W. Darlington Ave are not FDOT funded.

6a.1 Drainage Map Hydrology

The CONSULTANT shall separate the current Drainage Map Hydrology design into 2 phases, including Phase 1 elements as existing conditions in Phase 2.

6a.2 Base Clearance Calculations – N/A

6a.3 Pond Siting Analysis and Report – N/A

6a.4 Design of Cross Drains – N/A

6a.5 Design of Ditches – N/A

6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) – N/A

6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) – N/A

6a.8 Design of Floodplain Compensation – N/A

6a.9 Design of Storm Drains

The CONSULTANT shall separate the current 60% Drainage design files into 2 phases and show proposed features from Phase 1 as existing conditions in Phase 2.

6a.10 Optional Culvert Material – N/A

6a.11 French Drain Systems – N/A

6a.12 Drainage Wells – N/A

6a.13 Drainage Design Documentation Report – N/A

6a.14 Bridge Hydraulic Report – N/A

6a.15 Temporary Drainage Analysis

The CONSULTANT shall separate the temporary drainage analysis for the tabled intersections into 2 Phases.

6a.16 Cost Estimate

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

6a.17 Technical Special Provisions / Modified Special Provisions – N/A

6a.18 Hydroplaning Analysis – N/A

6a.19 Existing Permit Analysis – N/A

6a.20 Other Drainage Analysis – N/A

6a.21 Field Reviews

6a.22 Technical Meetings

6a.23 Environmental Look-Around (ELA) Meeting – N/A

6a.24 Quality Assurance/Quality Control

6a.25 Independent Peer Review – N/A

6a.26 Supervision

6a.27 Coordination

6b DRAINAGE PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Drainage Plans into 2 phases. **NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.**

- 6b.1 Drainage Map**
- 6b.2 Bridge Hydraulics Recommendation Sheets – N/A**
- 6b.3 Summary of Drainage Structures**
- 6b.4 Optional Pipe/Culvert Material – N/A**
- 6b.5 Drainage Structure Sheet(s) (Per Structure)**
- 6b.6 Miscellaneous Drainage Detail Sheets – N/A**
- 6b.7 Lateral Ditch Plan/Profile – N/A**
- 6b.8 Lateral Ditch Cross Sections – N/A**
- 6b.9 Retention/Detention Pond Detail Sheet(s) – N/A**
- 6b.10 Retention Pond Cross Sections – N/A**
- 6b.11 Erosion Control Plan Sheets**
- 6b.12 SWPPP Sheets**
- 6b.13 Quality Assurance/Quality Control**
- 6b.14 Supervision**

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken. The CONSULTANT shall coordinate with the utilities two separate sets of roadway design files. Roadway design files will be

separated into 2 phases, Utility plans will show proposed features from Phase 1 as existing conditions in Phase 2.

7.1 UTILITY KICKOFF MEETING – N/A

7.2 IDENTIFY EXISTING UTILITY AGENCY OWNER(S) – N/A

7.3 MAKE UTILITY CONTACTS

Second Contact (Phase 2): At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the CITY) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Third Contact (Phase 2): the CONSULTANT shall transmit two complete sets of Phase IV plans and the final utility conflict information (when applicable and in the format requested by the CITY) to each UAO having facilities located within the project limits, and one set to the CITY Offices as required by the District. Include the design schedule.

7.4 EXCEPTION PROCESSING – N/A

7.5 PRELIMINARY UTILITY MEETING – N/A

7.6 INDIVIDUAL/FIELD MEETINGS

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 COLLECT AND REVIEW PLANS AND DATA FROM UAO(S)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent

to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the CITY.

7.8 SUBORDINATION OF EASEMENTS COORDINATION – NA

7.9 UTILITY DESIGN MEETING

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from CITY Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 REVIEW UTILITY MARKUPS & WORK SCHEDULES AND PROCESSING OF SCHEDULES & AGREEMENTS

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and CITY Traffic Operations for review and comment if required by the CITY. Coordinate with the CITY for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

7.11 UTILITY COORDINATION/FOLLOW-UP

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and

agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project

7.12 UTILITY CONSTRUCTABILITY REVIEW

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 ADDITIONAL UTILITY SERVICES – N/A

7.14 PROCESSING UTILITY WORK BY HIGHWAY CONTRACTOR (UWHC) – N/A

7.15 CONTRACT PLANS TO UAO(S) – NA

7.16 CERTIFICATION/CLOSE-OUT

This includes hours for transmitting utility files to the CITY and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate CITY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

7.17 OTHER UTILITIES – N/A

8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

8.1 PRELIMINARY PROJECT RESEARCH

8.2 FIELD WORK

8.2.1 Pond Site Alternatives – N/A

8.2.2 Establish Wetland Jurisdictional Lines and Assessments – N/A

8.2.3 Species Surveys – N/A

8.3 AGENCY VERIFICATION OF WETLAND DATA – N/A

8.4 COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS

8.4.1 Complete and Submit All Required Wetland Permit Applications

The CONSULTANT shall file for a permit extension for the Phase 2 construction only due to the project schedule revision as a result of the project being separated into 2 phases.

8.4.2 Complete and Submit All Required Species Permit Applications – N/A

8.5 COORDINATE AND REVIEW DREDGE AND FILL SKETCHES – N/A

8.6 PREPARE USCG PERMIT APPLICATION – N/A

8.7 PREPARE WATER MANAGEMENT DISTRICT OR LOCAL WATER CONTROL DISTRICT RIGHT OF WAY OCCUPANCY PERMIT APPLICATION – N/A

8.8 PREPARE COASTAL CONSTRUCTION CONTROL LINE (CCCL) PERMIT APPLICATION – N/A

8.9 PREPARE TREE PERMIT INFORMATION – N/A

8.10 COMPENSATORY MITIGATION PLAN – N/A

8.11 MITIGATION COORDINATION AND MEETINGS – N/A

8.12 OTHER ENVIRONMENTAL PERMITS – N/A

8.13 TECHNICAL SUPPORT TO THE CITY AND FDOT FOR ENVIRONMENTAL CLEARANCES AND REEVALUATIONS (USE WHEN CONSULTANT PROVIDES TECHNICAL SUPPORT) – N/A

8.13.1 NEPA or SEIR Reevaluation – N/A

8.13.2 Archaeological and Historical Features – N/A

8.13.3 Wetland Impact Analysis – N/A

8.13.4 Essential Fish Habitat Impact Analysis – N/A

8.13.5 Protected Species and Habitat Impact Analysis – N/A

8.14 PREPARATION OF ENVIRONMENTAL CLEARANCES AND RE-EVALUATIONS (USE WHEN CONSULTANT PREPARES ALL DOCUMENTS ASSOCIATED WITH REEVALUATION) – N/A

8.14.1 NEPA or SEIR Reevaluation – N/A

8.14.2 Archaeological and Historical Features – N/A

8.14.3 Wetland Impact Analysis – N/A

8.14.4 Essential Fish Habitat Impact Analysis – N/A

8.14.5 Protected Species and Habitat Impact Analysis – N/A

8.15 CONTAMINATION IMPACT ANALYSIS – N/A

8.16 ASBESTOS SURVEY – N/A

8.17 TECHNICAL MEETINGS

8.18 QUALITY ASSURANCE/QUALITY CONTROL

8.19 SUPERVISION

8.20 COORDINATION

9 STRUCTURES SUMMARY

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

11 STRUCTURES - TEMPORARY BRIDGE – N/A

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A

16 STRUCTURES - MOVABLE SPAN – N/A

17 STRUCTURES - RETAINING WALLS – N/A

18 STRUCTURES - MISCELLANEOUS

18.1 thru 18.8 – N/A

18.9 MAST ARMS – N/A

18.10 MAST ARMS DATA TABLE PLAN SHEETS – N/A

18.11 MAST ARM SPECIAL DETAILS PLAN SHEETS – N/A

18.12 thru 18.27 – N/A

18.28 GATEWAY SIGN PYLONS AND FOUNDATIONS – N/A

18.29 GATEWAY SIGN/PYLON CONNECTIONS – N/A

18.30 SPECIAL STRUCTURES – N/A

18.31 OTHER STRUCTURES – N/A

19 SIGNING AND PAVEMENT MARKING ANALYSIS (GATEWAY/WAYFINDING SIGNS)

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE (Gateway Sign not FDOT funded) – N/A

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS (Gateway Sign not FDOT funded) – N/A

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES – N/A

19.8 COST ESTIMATE (Gateway Sign work efforts are not FDOT funded) – N/A

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS – N/A

19.12 TECHNICAL MEETINGS (Gateway Sign meetings not FDOT funded) – N/A

19.13 QUALITY ASSURANCE/QUALITY CONTROL – N/A

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION – N/A

19.16 COORDINATION – N/A

20 SIGNING AND PAVEMENT MARKING PLANS (GATEWAY/WAYFINDING SIGNS)

20.1 KEY SHEET – N/A

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES – N/A

20.4 GENERAL NOTES/PAY ITEM NOTES – N/A

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET – N/A

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS – N/A

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL – N/A

20.15 SUPERVISION – N/A

19A SIGNING AND PAVEMENT MARKING ANALYSIS

NOTE: W. Sproule Ave, W. Dakin Ave, N. Stewart Ave., and W. Darlington Ave are not FDOT funded.

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE

The CONSULTANT shall separate the current 60% Signing & Marking Design files into 2 phases and show proposed features from Phase 1 as existing in Phase 2.

For Phase 1, this includes designing Broadway with tie-ins to existing lane widths on Emmett

St and Main St. For Phase 2, this includes modifying tie-ins to new lane widths.

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS

The CONSULTANT shall prepare guide sign details per 60% comment received from the City's Engineering Department stating to add street sign details to the construction drawings in conformance with City Construction Standards and Specifications.

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

The CONSULTANT shall separate the Tabulation of Quantities files into 2 phases.

19.8 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS

19.12 TECHNICAL MEETINGS

19.13 QUALITY ASSURANCE/QUALITY CONTROL

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

19.16 COORDINATION

20A SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60%

Signing and Pavement Marking Plans into 2 phases. **NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.**

20.1 KEY SHEET – N/A

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

20.4 GENERAL NOTES/PAY ITEM NOTES – N/A

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

21 SIGNALIZATION ANALYSIS – N/A

22 SIGNALIZATION PLANS – N/A

23 LIGHTING ANALYSIS

NOTE: All of the Lighting elements are FDOT funded.

23.1 LIGHTING JUSTIFICATION REPORT – N/A

23.2 LIGHTING DESIGN ANALYSIS REPORT

The CONSULTANT shall update the LDAR documenting separating the current 60% Lighting Plans into 2 Phases.

23.3 VOLTAGE DROP CALCULATIONS – N/A

23.4 FDEP COORDINATION AND REPORT – N/A

23.5 REFERENCE AND MASTER DESIGN FILES

The CONSULTANT shall separate the current 60% Lighting design files into 2 phases and show Phase 1 elements as existing conditions in Phase 2.

23.6 TEMPORARY LIGHTING – N/A

23.7 DESIGN DOCUMENTATION – N/A

23.8 QUANTITIES

The CONSULTANT shall separate the Tabulation of Quantities files into 2 phases.

23.9 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

23.10 TECHNICAL SPECIAL PROVISIONS – N/A

23.11 OTHER LIGHTING ANALYSIS – N/A

23.12 FIELD REVIEWS – N/A

23.13 TECHNICAL MEETINGS

23.14 QUALITY ASSURANCE/QUALITY CONTROL

23.15 INDEPENDENT PEER REVIEW – N/A

23.16 SUPERVISION

23.17 COORDINATION

24 LIGHTING PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Lighting Plans into 2 phases.

24.1 KEY SHEET

24.2 SUMMARY OF PAY ITEM SHEET INCLUDING DESIGNER INTERFACE (TRNS*PORT) INPUT – N/A

24.3 TABULATION OF QUANTITIES

24.4 GENERAL NOTES/PAY ITEM NOTES – N/A

24.5 POLE DATA, LEGEND & CRITERIA

24.6 SERVICE POINT DETAIL – N/A

24.7 PROJECT LAYOUT – N/A

24.8 PLAN SHEET

24.9 SPECIAL DETAILS – N/A

24.10 TEMPORARY LIGHTING DATA AND DETAILS – N/A

24.11 TRAFFIC CONTROL PLAN SHEETS – N/A

24.12 INTERIM STANDARDS – N/A

24.13 QUALITY ASSURANCE/QUALITY CONTROL

24.14 SUPERVISION

25 LANDSCAPE ANALYSIS

NOTE: The landscape analysis and design for W. Sproule Ave, W. Dakin Ave, N. Stewart

Ave., and W. Darlington Ave are not FDOT funded.

25.1 DATA COLLECTION – N/A

25.2 SITE INVENTORY AND ANALYSIS FOR PROPOSED LANDSCAPE – N/A

25.3 PLANTING DESIGN

The CONSULTANT shall separate the current 60% Landscape design files into 2 phases and show proposed features from Phase 1 as existing in Phase 2.

25.4 IRRIGATION DESIGN – N/A

25.5 HARDSCAPE DESIGN – N/A

25.6 PLAN SUMMARY BOXES – N/A

25.7 COST ESTIMATES

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final submittals.

25.8 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

25.9 OTHER LANDSCAPE SERVICES – N/A

25.10 OUTDOOR ADVERTISING – N/A

25.11 FIELD REVIEWS – N/A

25.12 TECHNICAL/PUBLIC MEETINGS

25.13 QUALITY ASSURANCE/QUALITY CONTROL

25.14 INDEPENDENT PEER REVIEW – N/A

25.15 SUPERVISION

25.16 PROJECT COORDINATION

25.17 INTERDISCIPLINARY COORDINATION

26 LANDSCAPE PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Landscape Plans into 2 phases. **NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.**

26.1 KEY SHEET

26.2 TABULATION OF QUANTITIES

26.3 GENERAL NOTES

26.4 TREE AND VEGETATION PROTECTION AND RELOCATION PLANS AND TREE DISPOSITION PLANS – N/A

26.5 PLANTING PLANS FOR LINEAR ROADWAY PROJECTS

26.6 PLANTING PLANS (INTERCHANGES AND TOLL PLAZAS) – N/A

26.7 PLANTING DETAILS AND NOTES

26.8 IRRIGATION PLANS FOR LINEAR ROADWAY PROJECT – N/A

26.9 IRRIGATION PLANS FOR INTERCHANGE AND TOLL PLAZAS – N/A

26.10 IRRIGATION DETAILS AND NOTES – N/A

26.11 HARDSCAPE PLANS – N/A

26.12 HARDSCAPE DETAILS AND NOTES – N/A

26.13 LANDSCAPE MAINTENANCE PLAN

26.14 COST ESTIMATE

See line item 25.7 above.

26.15 QUALITY ASSURANCE/QUALITY CONTROL

26.16 SUPERVISION

27 SURVEY

This scope is derived with the intention to survey the new boundary for the City of Kissimmee Police Station property swap.

27.1 HORIZONTAL PROJECT CONTROL (HPC)

Recover and set horizontal control as required utilizing GPS/RTK FPRN methods. Datum: NAD 83/ Latest Adjustment.

27.2 VERTICAL PROJECT CONTROL (VPC) – N/A

27.3 ALIGNMENT AND/OR EXISTING RIGHT OF WAY (R/W) LINES – N/A

27.4 AERIAL TARGETS – N/A

27.5 REFERENCE POINTS – N/A

27.6 TOPOGRAPHY/DIGITAL TERRAIN MODEL (DTM) (3D) – N/A

27.7 PLANIMETRIC (2D) – N/A

27.8 ROADWAY CROSS SECTIONS/PROFILES – N/A

27.9 SIDE STREET SURVEYS – N/A

27.10 UNDERGROUND UTILITIES – N/A

27.11 OUTFALL SURVEY – N/A

27.12 DRAINAGE SURVEY – N/A

27.13 BRIDGE SURVEY (MINOR/MAJOR) – N/A

27.14 CHANNEL SURVEY – N/A

27.15 POND SITE SURVEY – N/A

27.16 MITIGATION SURVEY – N/A

27.17 JURISDICTION LINE SURVEY – N/A

27.18 GEOTECHNICAL SUPPORT – N/A

27.19 SECTIONAL/GRANT SURVEY – N/A

27.20 SUBDIVISION LOCATION – N/A

27.21 MAINTAINED R/W – N/A

27.22 BOUNDARY SURVEY

Perform 1 boundary survey for the Police Station parcel. Only above ground features will be located.

27.23 WATER BOUNDARY SURVEY – N/A

27.24 RIGHT OF WAY STAKING, PARCEL / RIGHT OF WAY LINE – N/A

27.25 RIGHT OF WAY MONUMENTATION – N/A

27.26 LINE CUTTING – N/A

27.27 WORK ZONE SAFETY

Provide work zone as required by CITY and FDOT standards.

27.28 MISCELLANEOUS SURVEYS (TREE AND VEGETATION SURVEYS) – N/A

27.29 SUPPLEMENTAL SURVEYS – N/A

27.30 DOCUMENT RESEARCH – N/A

27.31 FIELD REVIEW

Perform field review to ensure all topographic items were collected.

27.32 TECHNICAL MEETINGS – N/A

27.33 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 SUPERVISION

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

27.35 COORDINATION

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

28 PHOTOGRAMMETRY – N/A

29 MAPPING

This scope is derived with the intention to map the new boundary for the City of Kissimmee Police Station property swap.

29.1 ALIGNMENT – N/A

29.2 SECTION AND 1/4 SECTION LINES – N/A

29.3 SUBDIVISIONS / PROPERTY LINES – N/A

29.4 EXISTING RIGHT OF WAY – N/A

29.5 TOPOGRAPHY – N/A

29.6 PARENT TRACT PROPERTIES AND EXISTING EASEMENTS – N/A

29.7 PROPOSED RIGHT OF WAY AND TCE REQUIREMENTS – N/A

29.8 LIMITS OF CONSTRUCTION – N/A

29.9 JURISDICTIONAL/AGENCY LINES – N/A

29.10 CONTROL SURVEY COVER SHEET – N/A

29.11 CONTROL SURVEY KEY SHEET – N/A

29.12 CONTROL SURVEY DETAIL SHEET – N/A

29.13 RIGHT OF WAY MAP COVER SHEET – N/A

29.14 RIGHT OF WAY MAP KEY SHEET – N/A

29.15 RIGHT OF WAY MAP DETAIL SHEET – N/A

29.16 MAINTENANCE MAP COVER SHEET – N/A

29.17 MAINTENANCE MAP KEY SHEET – N/A

29.18 MAINTENANCE MAP DETAIL SHEET – N/A

29.19 REFERENCE POINT SHEET – N/A

29.20 PROJECT CONTROL SHEET – N/A

29.21 TABLE OF OWNERSHIPS SHEET – N/A

29.22 PARCEL SKETCHES – N/A

29.23 TIITF SKETCHES – N/A

29.24 OTHER SPECIFIC PURPOSE SURVEY(S) – N/A

29.25 BOUNDARY SURVEY(S) MAP

Create stand-alone Boundary Survey for 1 parcel's R/W acquisition/transfer. (24" x 36")

29.26 RIGHT OF WAY MONUMENTATION MAP – N/A

29.27 TITLE SEARCH MAP – N/A

29.28 TITLE SEARCH REPORT

Review, calculate, and plot the Parcel Title Search Report. Estimate 1 title search. Note that title searches are to be supplied by the City of Kissimmee and are not included in this Scope.

29.29 LEGAL DESCRIPTIONS

Create supporting legal description for parcel. Estimated 1 description.

29.30 FINAL MAP/PLANS COMPARISON – N/A

29.31 FIELD REVIEWS – N/A

29.32 TECHNICAL MEETINGS – N/A

29.33 QUALITY ASSURANCE/QUALITY CONTROL

29.34 SUPERVISION

29.35 COORDINATION

29.36 SUPPLEMENTAL MAPPING – N/A

30 TERRESTRIAL MOBILE LIDAR – N/A

31 ARCHITECTURE DEVELOPMENT – N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE – N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS

NOTE: None of the ITS elements are FDOT funded.

33.1 ITS ANALYSIS – N/A

33.2 COMMUNICATION PLAN ANALYSIS – N/A

33.3 LIGHTNING PROTECTION ANALYSIS – N/A

33.4 POWER SUBSYSTEM – N/A (KUA to provide power to each EV charging station)

33.5 VOLTAGE DROP CALCULATIONS – N/A (KUA to determine conductor and conduit size for each charging station)

33.6 DESIGN DOCUMENTATION – N/A

33.7 EXISTING ITS SYSTEM – N/A

33.8 QUEUE ANALYSIS – N/A

33.9 REFERENCE AND MASTER ITS DESIGN FILE

The CONSULTANT shall separate the current 60% ITS design files into 2 phases and show proposed features from Phase 1 as existing in Phase 2.

33.10 REFERENCE AND MASTER COMMUNICATIONS DESIGN FILE – N/A

33.11 POLE ELEVATION ANALYSIS – N/A

33.12 SIGN PANEL DESIGN ANALYSIS – N/A

33.13 QUANTITIES

The CONSULTANT shall separate the Tabulation of Quantities files into 2 phases.

33.14 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

33.15 TECHNICAL SPECIAL PROVISIONS – N/A (KUA TO PERFORM THIS WORK)

33.16 OTHER ITS ANALYSES – N/A

33.17 FIELD REVIEWS – N/A

33.18 TECHNICAL MEETINGS

33.19 QUALITY ASSURANCE / QUALITY CONTROL

33.20 SUPERVISION

33.21 COORDINATION

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% ITS Plans into 2 phases. **NOTE: None of the ITS elements are FDOT funded.**

34.1 KEY SHEET

34.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE (TRNS*PORT) INPUT – N/A

34.3 TABULATION OF QUANTITIES

34.4 GENERAL NOTES / PAY ITEM NOTES

34.5 PROJECT LAYOUT – N/A

34.6 TYPICAL AND SPECIAL DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.7 PLAN SHEET

34.8 ITS COMMUNICATIONS PLANS – N/A

34.9 FIBER OPTIC SPLICE DIAGRAMS – N/A

34.10 LIGHTNING PROTECTION PLANS – N/A

34.11 CROSS SECTIONS – N/A

34.12 GUIDE SIGN WORK SHEET(S) – N/A

34.13 SPECIAL SERVICE POINT DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.14 STRAIN POLE SCHEDULE – N/A

34.15 OVERHEAD / CANTILEVER SIGN STRUCTURE – N/A

34.16 OTHER OVERHEAD SIGN STRUCTURES (LONG SPAN, MONOTUBE, ETC.) – N/A

34.17 TRAFFIC CONTROL PLANS – N/A

34.18 INTERIM STANDARDS – N/A

34.19 GIS DATA AND ASSET MANAGEMENT REQUIREMENTS – N/A

34.20 QUALITY ASSURANCE / QUALITY CONTROL

34.21 SUPERVISION

35 GEOTECHNICAL – N/A

36 3D MODELING – N/A

37 PROJECT REQUIREMENTS

37.1 LIAISON OFFICE

The CITY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 KEY PERSONNEL

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

37.3 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 CORRESPONDENCE

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

37.5 PROFESSIONAL ENDORSEMENT

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by CITY standards.

37.6 COMPUTER AUTOMATION

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

37.7 COORDINATION WITH OTHER CONSULTANTS – N/A

37.8 OPTIONAL SERVICES

At the CITY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Method of Compensation for this contract, for a fair, competitive and reasonable cost, considering the scope and complexity of the work. Additional services may be authorized by Letter of Authorization or Supplemental Agreement. The additional services may include

Construction Assistance, Review of Shop Drawings, Final "As-Built" plans based on documents provided by the CITY (CADD services only), or other services as required.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with the Method of Compensation for this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
CONNECT KISSIMMEE COMPLETE STREETS
Supplemental Agreement 2

This Exhibit forms an integral part of Supplemental Agreement 2 agreement between the City of Kissimmee (hereinafter referred to as the CITY) and AECOM Technical Services, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Description: Connect Kissimmee Complete Streets

Financial Project ID: 437472-2-38-01

RFQ2021-002

Federal Aid Project No.: D521 065 B

Roadways: Emmett Street from John Young Parkway (US 17/92) to Stewart/Ruby Avenue, Broadway from Stewart/Ruby Avenue to Neptune Road and Main Street from Neptune Road to Vine Street (US 192)

Context Classification: C5 Urban Center

1 PROJECT PURPOSE

The CONSULTANT will prepare Cultural Resources Assessment Survey (CRAS) documentation detailing the results of the survey and assessments of resource significance, including a Florida Master Site File (FMSF) form. The Research Design and Survey Methodology and the Pond Site Technical Memo (if applicable) will be included in the CRAS appendix.

The CONSULTANT will assist the DEPARTMENT in meetings by providing technical support in Section 106 Meetings, such as Cultural Resource Committee Meeting.

2 PROJECT DESCRIPTION

This project consists of improvements to provide efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are Emmett St from John Young Pkwy to Stewart Ave/Ruby Ave, Broadway from Stewart Ave/Ruby Ave to Neptune Rd, and Main St from Neptune Rd to Vine St (US 192). Total project length is approximately 1.46 miles.

Design includes reconfiguration of the existing typical sections to accommodate bike lanes along Emmett St and Main St. The outside lanes of Broadway are to have sharrows and the appropriate pavement markings. Electronic vehicle charging stations shall be included where feasible. A

northbound to westbound left-turn lane at Broadway and Neptune Road is to be in designed. All three roadways include milling and resurfacing, signage and striping, drainage improvements, sidewalk improvements, and landscaping of selected medians.

Tabled intersections including brick pavers along with Rectangular Rapid Flashing Beacons (RRFB) are proposed at selected intersections along the mainline. A roundabout will be installed at the intersection of Emmett St and Stewart Ave/Ruby Ave. A gateway sign will be installed at the intersection of Emmett St and John Young Pkwy.

The side streets' on-street parking areas are to be reconstructed with roadway pavers and 8" ribbon curb. Driveways, sidewalk, and curb ramps along the side streets are to be reconstructed.

2.1 PROJECT GENERAL AND ROADWAY (ACTIVITIES 3, 4, AND 5)

This Supplemental Agreement consists of PM meetings with City staff and contract maintenance.

2.2 DRAINAGE (ACTIVITIES 6A AND 6B) – N/A

2.3 UTILITIES COORDINATION (ACTIVITY 7) - N/A

2.4 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES (ACTIVITY 8)

This Supplemental Agreement consists of Architectural and Archaeological efforts to prepare the Cultural Resources Assessment Survey (CRAS) report.

2.5 STRUCTURES (ACTIVITIES 9 - 18) – N/A

2.6 SIGNING AND PAVEMENT MARKINGS (ACTIVITIES 19, 19A, 20, & 20A) - N/A

2.7 SIGNALIZATION (ACTIVITIES 21 & 22) – N/A

2.8 LIGHTING (ACTIVITIES 23 & 24) – N/A

2.9 LANDSCAPE (ACTIVITIES 25 & 26) – N/A

2.10 SURVEY (ACTIVITY 27) – N/A

2.11 PHOTOGRAMMETRY (ACTIVITY 28) – N/A

2.12 MAPPING (ACTIVITY 29) – N/A

2.13 TERRESTRIAL MOBILE LIDAR (ACTIVITY 30) – N/A

2.14 ARCHITECTURE (ACTIVITY 31) – N/A

2.15 NOISE BARRIERS (ACTIVITY 32) – N/A

2.16 INTELLIGENT TRANSPORTATION SYSTEMS (ACTIVITIES 33 & 34) - N/A

2.17 GEOTECHNICAL (ACTIVITY 35) – N/A

2.18 3D MODELING (ACTIVITY 36) – N/A

2.19 PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY Production Date.

2.20 SUBMITTALS

The CONSULTANT shall furnish contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal.

2.21 PROVISIONS FOR WORK

All work shall be prepared using the following references:

Environmental:

- Cultural Resource Management Handbook
- Part 2, Chapter 8 of the PD&E Manual
- National Historic Preservation Act of 1966

2.22 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide project data including:

- Access for the CONSULTANT to utilize the CITY's Information Technology Resources
- All information that may come to the CITY pertaining to future improvements
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work
- Any necessary title searches
- Existing right of way maps
- PD&E/Feasibility Documents
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274
- Phase reviews of plans and engineering documents
- Regarding Environmental Permitting Services:
 - All existing/historical permits within the project limits
 - Approved Permit Document when available

- o Approval of all contacts with environmental agencies
- o Appropriate signatures on application forms

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to project activities 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: N/A

Technical Special Provisions: N/A

Modified Special Provisions: N/A

Field Reviews: N/A

Technical Meetings: The CONSULTANT's PM shall attend up to two (2) technical meetings, including meetings with CITY and/or Agency staff, between disciplines and subconsultants, and progress meetings.

Plans Review: N/A

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS are held responsible for their work. The purpose of CONSULTANT document reviews is to ensure that CONSULTANT documents follow state and federal criteria and that the CONSULTANT submittals are complete.

It is the CONSULTANT'S responsibility to independently and continually QC their deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all documents under this contract.

The CONSULTANT shall, without additional compensation, correct all errors or

deficiencies.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project in order to produce a final set of documents.

Final Deliverables: Consultant shall prepare all documentation needed to assist the City in bidding the construction of the recommended improvements as listed in the Project Description.

4 ROADWAY ANALYSIS – N/A

5 ROADWAY PLANS – N/A

6A DRAINAGE ANALYSIS – N/A

6B DRAINAGE PLANS – N/A

7 UTILITIES – N/A

8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

8.1 PRELIMINARY PROJECT RESEARCH – N/A

8.2 FIELD WORK – N/A

8.3 AGENCY VERIFICATION OF WETLAND DATA – N/A

8.4 COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS – N/A

8.5 COORDINATE AND REVIEW DREDGE AND FILL SKETCHES – N/A

8.6 PREPARE USCG PERMIT APPLICATION – N/A

8.7 PREPARE WATER MANAGEMENT DISTRICT OR LOCAL WATER

**CONTROL DISTRICT RIGHT OF WAY OCCUPANCY PERMIT APPLICATION
– N/A**

**8.8 PREPARE COASTAL CONSTRUCTION CONTROL LINE (CCCL) PERMIT
APPLICATION – N/A**

8.9 PREPARE TREE PERMIT INFORMATION – N/A

8.10 COMPENSATORY MITIGATION PLAN – N/A

8.11 MITIGATION COORDINATION AND MEETINGS – N/A

8.12 OTHER ENVIRONMENTAL PERMITS – N/A

**8.13 TECHNICAL SUPPORT TO THE CITY AND FDOT FOR
ENVIRONMENTAL CLEARANCES AND REEVALUATIONS (USE WHEN
CONSULTANT PROVIDES TECHNICAL SUPPORT) – N/A**

**8.14 PREPARATION OF ENVIRONMENTAL CLEARANCES AND RE-
EVALUATIONS (USE WHEN CONSULTANT PREPARES ALL
DOCUMENTS ASSOCIATED WITH REEVALUATION)**

The CONSULTANT will prepare a Research Design and Survey Methodology for the project, to be submitted to the DEPARTMENT for approval prior to the initiation of field work. The CONSULTANT shall identify and map out the zones of probability for the Project study area and identify any previously recorded resources. The Area of Potential Effect (APE) will be determined (including pond sites if applicable). The CONSULTANT will summarize each of the cultural resource issues in the Environmental Document. If noninvolvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will use a professional qualified under the provisions of **36 CFR 61** in compliance with the **National Historic Preservation Act of 1966 (Public Law 89-665, as amended)** and the implementing regulations (**36 CFR 800**), as well as with the provisions contained in **Chapter 267, Florida Statutes**, to perform all work in this task.

The CONSULTANT will assess the direct and indirect effects and will document the severity of the following items in the Environmental Document and Project file:

The CONSULTANT will identify and analyze impacts to archaeological sites and historic resources within the Project's Area of Potential Effects (APE). The APE must include

potential pond sites if applicable. The CONSULTANT will prepare a research design methodology and perform a Cultural Resources Assessment Survey in accordance with **Part 2, Chapter 8** of the **PD&E Manual**. All work will be documented and coordinated with appropriate agencies per **Part 2, Chapter 8** of the **PD&E Manual**, and the DEPARTMENT's **Cultural Resource Management Handbook**. In addition, attendance at public meetings may be required. The CONSULTANT will review and address any resources issues or comments by the State Historic Preservation Office (SHPO) listed in the Programming Screen Summary Report.

The Area of Potential Effect (APE) and project limits are shown in Exhibit E.

8.14.1 Archaeological Background Research

AECOM's team of qualified archaeologists, all of whom meet the Secretary of Interior's Professional Qualification Standards for archaeological projects, will complete a preliminary desktop analysis of the project area prior to fieldwork. The background research will identify all previously recorded archaeological resources within the APE.

8.14.2 Archaeological Field Work

AECOM will perform archaeological field survey to evaluate field conditions within the APE and identify areas conducive to subsurface testing. Documentation of the corridor will include photographs and field notes. Shovel test pits excavated to Florida DHR standards will be excavated in areas identified during the initial evaluation.

In addition to completing a physical field-survey of the project APE, AECOM will conduct research at local libraries and archival repositories within Kissimmee and Osceola County, as needed. Further desktop archival research will also occur following completion of the field survey.

8.14.3 Archaeological Report Production and State Forms

AECOM will prepare a report of findings detailing the methods employed, sites investigated, NRHP-eligibility recommendations, and other findings of the effort. This will include a draft and final Cultural Resource Assessment (CRAS) report. The deliverables will identify, through fieldwork results, fieldwork descriptions, photographs, and maps, which areas contained archaeological resources and if any are recommended as eligible for NRHP listing.

Florida Master Site File (FMSF) Forms will be prepared for each new archaeological site discovered and any forms will be updated for any existing FMSF sites encountered.

8.14.4 Historic Architecture Desktop Research/Field Survey Preparation

AECOM's team of qualified architectural historians, all of whom meet the Secretary of Interior's Professional Qualification Standards for historic and architectural history projects, will complete a preliminary desktop analysis of the project APE in preparation of physical field survey. This will include the identification of all previously surveyed

resources within the project APE and its vicinity and the preliminary identification of all un-surveyed resources 50-years of age or older within the APE, which may be eligible for the National Register of Historic Places (NRHP). Field preparation will also include examination of existing Florida Master Site Files (FMSF) in addition to the consultation of historic maps to support a more thorough understanding of the project area's development.

8.14.5 Historic Architecture Field Survey and Research

AECOM will perform architectural field survey to identify and survey all resources within the APE that have been previously surveyed and all un-surveyed resources 50-years in order to evaluate their potential NRHP-eligibility. Documentation will include photographs of each research and field-evaluation of each resource's architectural features and overall architectural integrity. Preliminary scoping suggests that survey will include the resurvey of two resource groups: Kissimmee Historic District (OS1724), the Florida Midland Railroad (OC02541); and 164 previously surveyed individual resources, many of which fall within the bounds of the Kissimmee Historic District. AECOM anticipates that survey effort will also include the documentation of approximately 75 previously un-surveyed resources, which boast construction dates of 1975 or earlier.

In addition to completing a physical field-survey of the project APE, AECOM will conduct research at local libraries and archival repositories within Kissimmee and Osceola County, as needed. Further desktop archival research will also occur following completion of the field survey.

8.14.6 Historic Architecture FMSF Survey Forms

AECOM will complete FMSF survey forms for resource surveyed. This effort will include updating existing FMSF forms for previously surveyed resources in addition to recreating new form for those resources that are newly recorded.

8.14.7 Historic Architecture Draft Report

AECOM will prepare a report of findings detailing the methods employed, sites investigated, NRHP-eligibility recommendations, and other findings of the effort. This will include a draft and final Cultural Resource Assessment (CRAS) report. The deliverables will identify, through photographs, maps, narrative histories, and architectural descriptions, which historic architectural resources are recommended as eligible for NRHP listing. The deliverable will also include justified recommended NRHP boundaries, when appropriate. The document will additionally make a preliminary assessment of effects on NRHP-eligible above-ground resources; however, a separate effects document is required to determine the potential adverse nature of these effects.

8.15 CONTAMINATION IMPACT ANALYSIS – N/A

- 8.16 ASBESTOS SURVEY – N/A**
- 8.17 TECHNICAL MEETINGS**
- 8.18 QUALITY ASSURANCE/QUALITY CONTROL**
- 8.19 SUPERVISION**
- 8.20 COORDINATION**
- 9 STRUCTURES SUMMARY– N/A**
- 10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A**
- 11 STRUCTURES - TEMPORARY BRIDGE – N/A**
- 12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A**
- 13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A**
- 14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A**
- 15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A**
- 16 STRUCTURES - MOVABLE SPAN – N/A**
- 17 STRUCTURES - RETAINING WALLS – N/A**
- 18 STRUCTURES – MISCELLANEOUS – N/A**
- 19 SIGNING AND PAVEMENT MARKING ANALYSIS (GATEWAY/WAYFINDING SIGNS) – N/A**
- 20 SIGNING AND PAVEMENT MARKING PLANS (GATEWAY/WAYFINDING SIGNS) – N/A**
- 19A SIGNING AND PAVEMENT MARKING ANALYSIS – N/A**
- 20A SIGNING AND PAVEMENT MARKING PLANS – N/A**

21 SIGNALIZATION ANALYSIS – N/A

22 SIGNALIZATION PLANS – N/A

23 LIGHTING ANALYSIS – N/A

24 LIGHTING PLANS – N/A

25 LANDSCAPE ANALYSIS – N/A

26 LANDSCAPE PLANS – N/A

27 SURVEY – N/A

28 PHOTOGRAMMETRY – N/A

29 MAPPING – N/A

30 TERRESTRIAL MOBILE LIDAR – N/A

31 ARCHITECTURE DEVELOPMENT – N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE – N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS – N/A

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS – N/A

35 GEOTECHNICAL – N/A

36 3D MODELING – N/A

37 PROJECT REQUIREMENTS

37.1 LIAISON OFFICE

The CITY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional,

and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 KEY PERSONNEL

The CONSULTANT's work shall be performed and directed by the qualified personnel. Any changes in the indicated personnel shall be subject to review and approval by CITY.

37.3 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 CORRESPONDENCE

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

37.5 PROFESSIONAL ENDORSEMENT

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, and plans, if applicable, as required by CITY standards.

37.6 COMPUTER AUTOMATION

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

37.7 COORDINATION WITH OTHER CONSULTANTS – N/A

37.8 OPTIONAL SERVICES

At the CITY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Method of Compensation for this contract, for a fair, competitive and reasonable cost, considering the scope and complexity of the work. Additional services may be authorized by Letter of Authorization or Supplemental Agreement.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with the Method of Compensation for this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
CONNECT KISSIMMEE COMPLETE STREETS
Supplemental Agreement 3

This Exhibit forms an integral part of Supplemental Agreement 3 agreement between the City of Kissimmee (hereinafter referred to as the CITY) and AECOM Technical Services, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Description: Connect Kissimmee Complete Streets

Financial Project ID: 437472-2-38-01

RFQ2021-002

Federal Aid Project No.: D521 065 B

Roadways: Emmett Street from John Young Parkway (US 17/92) to Stewart/Ruby Avenue, Broadway from Stewart/Ruby Avenue to Neptune Road and Main Street from Neptune Road to Vine Street (US 192)

Context Classification: C5 Urban Center

1 PROJECT PURPOSE

The general objective is for the CONSULTANT to reduce Broadway to one lane in each direction (hereinafter referred to as “road diet”) and to move the proposed improvements on Dakin Ave and Sproule Ave from the alley to Church St from Phase 2 to Phase 1 and present these same improvements as existing conditions in Phase 2.

The Scope of Services establishes which items of work are specifically prescribed to accomplish the work included in this contract and indicates which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

The proposed road diet design consists of reducing Broadway from 4 lanes (two lanes in each direction) to 2 lanes (one lane in each direction), which requires transitioning the typical section back to the 4 lanes at each end of Broadway. This will be accomplished by moving the curb and on-street parking 8 ft toward the median, which results in 11 ft wide thru lanes, 6 ft wide bike lanes (includes a 2 ft buffer), and widening the sidewalk by 5 ft for a total width of 14.5 ft. Pavement analysis of asphalt versus brick pavers for travel lanes and on-street parking for Broadway from Stewart Ave to Neptune Rd and design of the preferred pavement type (asphalt or brick pavers) will be performed.

The work associated with Dakin Ave and Sproule Ave is a production effort that includes moving improvements from the Phase 2 plans to the Phase 1 plans and showing the same as existing in the Phase 2 plans.

2.1 PROJECT GENERAL AND ROADWAY (ACTIVITIES 3, 4, AND 5)

Public Involvement: CAP Level 2

Roadway design to accommodate the road diet and move roadway elements on Dakin Ave and Sproule Ave from the alley to Church St from Phase 2 to Phase 1 and present these same improvements as existing conditions in Phase 2.

2.2 DRAINAGE (ACTIVITIES 6A AND 6B)

Storm sewer design to accommodate the road diet and move storm sewer on Dakin Ave and Sproule Ave from the alley to Church St from Phase 2 to Phase 1 and present these same improvements as existing conditions in Phase 2.

2.3 UTILITIES COORDINATION (ACTIVITY 7)

Coordinate with UAO's to relocate utilities if necessary in order to accommodate the road diet and moving proposed design elements on Dakin Ave and Sproule Ave from the alley to Church St from Phase 2 to Phase 1 and present these same improvements as existing conditions in Phase 2.

(Road diet optional – Broadway/Dakin Ave. Intersection): Coordinate utilities as needed as part of the design for the two proposed mast arms.

2.4 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES (ACTIVITY 8) – N/A

2.5 STRUCTURES (ACTIVITIES 9 - 18)

Perform structural analysis for adjusting signal heads on the mast arms at Monument Ave and Neptune Rd to accommodate the road diet.

(Road diet optional – Broadway/Dakin Ave. Intersection): Design of two standard dual arm mast arms at the intersection of Broadway and Dakin Ave.

2.6 SIGNING AND PAVEMENT MARKINGS (ACTIVITIES 19A & 20A)

Signing and pavement marking design to accommodate the road diet and move Dakin Ave and Sproule Ave design from the alley to Church St from Phase 2 to Phase 1 and present these same improvements as existing conditions in Phase 2.

(Road diet optional – Broadway/Dakin Ave. Intersection): Signing and pavement marking design as a result of the two proposed mast arms.

2.7 SIGNALIZATION (ACTIVITIES 21 & 22)

Signalization design to accommodate the road diet, including a signal warrant study for the Broadway/Dakin intersection.

(Road diet optional – Broadway/Dakin Ave. Intersection): Signal design to include layout of proposed interconnect conduit, pull boxes, splice boxes, overhead signs, and voltage drop calculations.

2.8 LIGHTING (ACTIVITIES 23 & 24)

Lighting design to accommodate the road diet.

(Road diet optional – Broadway/Dakin Ave. Intersection): Lighting design includes updating the LDAR, photometric analysis, and voltage drop calculations.

2.9 LANDSCAPE (ACTIVITIES 25 & 26)

Landscape, Irrigation, and Hardscape design to accommodate the road diet and move same on Dakin Ave and Sproule Ave from the alley to Church St from Phase 2 to Phase 1 and present these same improvements as existing conditions in Phase 2.

2.10 SURVEY (ACTIVITY 27)

Designate existing utilities and perform test holes to analyze potential utility conflicts as a result for the road diet and NORD Systems.

(Road diet optional – Broadway/Dakin Ave. Intersection): Designate existing utilities and perform test holes to analyze potential utility conflicts.

2.11 PHOTOGRAMMETRY (ACTIVITY 28) – N/A

2.12 MAPPING (ACTIVITY 29) – N/A

2.13 TERRESTRIAL MOBILE LIDAR (ACTIVITY 30) – N/A

2.14 ARCHITECTURE (ACTIVITY 31) – N/A

2.15 NOISE BARRIERS (ACTIVITY 32) – N/A

2.16 INTELLIGENT TRANSPORTATION SYSTEMS (ACTIVITIES 33 & 34) - N/A

2.17 GEOTECHNICAL (ACTIVITY 35)

Perform soil borings and pavement corings to support roadway and drainage design as part of the road diet.

(Road diet optional – Broadway/Dakin Ave. Intersection): Perform soil borings and pavement corings to support design of the two mast arm signals.

2.18 3D MODELING (ACTIVITY 36) – N/A

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to project activities 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the work described is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing Phase 1 construction cost estimates at 90% and Final submittals.

Technical Special Provisions: N/A

Modified Special Provisions: N/A

Field Reviews: Visit the project site to note existing conditions and better understand impacts of the proposed design elements.

Technical Meetings: The CONSULTANT shall attend up to twenty-seven (27) technical meetings, including meetings with CITY and/or Agency staff, between disciplines and subconsultants, and progress meetings.

Plans Review: N/A

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall

be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Final Deliverables: The Consultant shall deliver final contract plans in electronic/digital format and provide four (4) sets of Design Documentation Memorandum (signed/sealed), Final Plans (signed/sealed), Specifications, Cost Estimate, Quantity Computations, and PDF and CAD design files on CD. Consultant shall prepare Construction Duration Calculations, Utility Work Schedules, Final construction plans, permits, and all other documentation needed to assist the City in bidding the construction of the recommended improvements.

4 ROADWAY ANALYSIS

4.1 TYPICAL SECTION PACKAGE – N/A

4.2 PAVEMENT TYPE SELECTION REPORT – N/A

4.3 PAVEMENT DESIGN PACKAGE

Road Diet: Obtain traffic counts/ESAL's and perform 3 pavement designs (1 for Broadway + 2 side streets)

4.4 CROSS-SLOPE CORRECTION – N/A

4.5 HORIZONTAL/VERTICAL MASTER DESIGN FILES

Dakin Ave/Sproule Ave: Copy proposed roadway features from the alley to Church St from Phase 2 to Phase 1 and show same as existing in Phase 2.

Road diet: Revise curb and sidewalk on Broadway, revise side street curb returns (plan and profile)/bulb-outs, add 2 proposed edge of pavement profiles (one per direction), add proposed profiles to the roadway model, grade driveway profiles, revise curb and existing ramp and add curb ramp for the new Stewart Ave crosswalk at Church St. (both ramps and crosswalk to be ADA compliant), and review Utility Conflict Matrix. Adjustments to the roadway design are included to accommodate underground NORD System containers at seven (7) locations previously discussed: Dakin (2), Sproule (2), Monument (2), Darlington (1). The locations are 7 ft x 14 ft and 12 ft deep. The City will provide the specifications for the NORD Systems.

4.6 ACCESS MANAGEMENT - N/A

4.7 ROUNDABOUT EVALUATION

Road diet: For conceptual roundabout at Neptune Rd: screening (assessment of potential site impacts such as utility adjustments/relocations and right-of-way takes), geometric and operational analysis (preliminary design that establishes the roundabout alignment, geometry and lane requirements), and a traffic study report to determine lane configuration and provide a risk benefit analysis for the roundabout recommendation.

4.8 ROUNDABOUT FINAL DESIGN ANALYSIS - N/A

4.9 CROSS SECTION DESIGN FILES

Dakin Ave/Sproule Ave: Move cross sections from the alley to Church St from Phase 2 into Phase 1.

Road Diet: Update cross sections.

4.10 TEMPORARY TRAFFIC CONTROL PLAN (TTCP) ANALYSIS

Road Diet: Update phase notes.

4.11 MASTER TTCP DESIGN FILES

Road Diet: Update work zones and detours.

4.12 SELECTIVE CLEARING AND GRUBBING – N/A

4.13 TREE DISPOSITION PLANS – N/A

4.14 DESIGN VARIATIONS AND EXCEPTIONS – N/A

4.15 ROADWAY DESIGN REPORT

Dakin Ave/Sproule Ave: Update Phase 1 calculations to include portion of profile for Dakin Ave and Sproule Ave from the alley to Church St.

Road Diet: Update Phase 1 calculations per updated roundabout curb return profiles.

4.16 QUANTITIES

Dakin Ave/Sproule Ave and Road Diet: Update quantities.

4.17 COST ESTIMATE

Dakin Ave/Sproule Ave: Update Phase 1 and 2 cost estimates for the 90% and Final submittals.

Road Diet: Update Phase 1 cost estimate for the 90% and Final submittals (includes separate cost estimate to compare cost of asphalt vs brick pavers for Broadway from Stewart Ave to Neptune Rd).

4.18 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

4.19 OTHER ROADWAY ANALYSES

Dakin Ave/Sproule Ave and Road Diet: Assist the City with TTCP in order for MG Vera to obtain test holes.

Road diet: For Broadway: traffic study report to address any potential adverse impacts of the project, including, but not limited to, changes in traffic congestion and impacts on safety.

4.20 FIELD REVIEWS

4.21 MONITOR EXISTING STRUCTURES - N/A

4.22 TECHNICAL MEETINGS

4.23 QUALITY ASSURANCE/QUALITY CONTROL

4.24 INDEPENDENT PEER REVIEW – N/A

4.25 SUPERVISION

4.26 COORDINATION

5 ROADWAY PLANS

Update the following sheets:

5.1 KEY SHEET

5.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT

5.3 TYPICAL SECTION SHEETS

5.3.1 Typical Sections

5.3.2 Typical Section Details

5.4 GENERAL NOTES/PAY ITEM NOTES – N/A

5.5 SUMMARY OF QUANTITIES SHEETS

5.6 PROJECT LAYOUT – N/A

5.7 PLAN/PROFILE SHEET – N/A

5.8 PROFILE SHEET

5.9 PLAN SHEET

5.10 SPECIAL PROFILE – N/A

5.11 BACK-OF-SIDEWALK PROFILE SHEET – N/A

5.12 INTERCHANGE LAYOUT SHEET – N/A

5.13 RAMP TERMINAL DETAILS (PLAN VIEW) – N/A

5.14 INTERSECTION LAYOUT DETAILS

- 5.15 SPECIAL DETAILS – N/A
- 5.16 CROSS-SECTION PATTERN SHEETS – N/A
- 5.17 ROADWAY SOIL SURVEY SHEETS (ADD SHEETS FROM TERRACON)
- 5.18 CROSS SECTIONS
- 5.19 TEMPORARY TRAFFIC CONTROL PLAN SHEETS
- 5.20 TEMPORARY TRAFFIC CONTROL CROSS SECTION SHEETS – N/A
- 5.21 TEMPORARY TRAFFIC CONTROL DETAIL SHEETS
- 5.22 UTILITY ADJUSTMENT SHEETS
- 5.23 SELECTIVE CLEARING AND GRUBBING SHEETS – N/A
- 5.24 TREE DISPOSITION PLAN SHEETS – N/A
- 5.25 PROJECT CONTROL SHEETS – N/A
- 5.26 ENVIRONMENTAL DETAIL SHEETS – N/A
- 5.27 UTILITY VERIFICATION SHEETS (ADD SHEETS FROM MG VERA)
- 5.28 QUALITY ASSURANCE/QUALITY CONTROL
- 5.29 SUPERVISION

6a DRAINAGE ANALYSIS

6a.1 Drainage Map Hydrology

Dakin/Sproule: Update to show Dakin Ave/Sproule Ave proposed drainage structures installed in Phase 1.

Road Diet: Basin delineations for proposed storm drain system and verify drainage patterns.

6a.2 Base Clearance Calculations – N/A

6a.3 Pond Siting Analysis and Report – N/A

6a.4 Design of Cross Drains – N/A

6a.5 Design of Ditches – N/A

6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) – N/A

6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)

Quantify additional impervious area in roundabout, updating CN tables, WQV calcs, ICPR modeling, and report. Assume that exfiltration system re-design will not be needed to accommodate this additional impervious area.

6a.8 Design of Floodplain Compensation – N/A

6a.9 Design of Storm Drains

Road Diet: Storm sewer design including GeoPak Modeling and updating storm tabs/spread calculations.

6a.10 Optional Culvert Material – N/A

6a.11 French Drain Systems – N/A

6a.12 Drainage Wells – N/A

6a.13 Drainage Design Documentation Report

Road Diet: Update as needed.

6a.14 Bridge Hydraulic Report – N/A

6a.15 Temporary Drainage Analysis

Road Diet: Update as needed.

6a.16 Cost Estimate

Dakin Ave/Sproule Ave: Update Phase 1 and 2 cost estimates for the 90% and Final submittals.

Road Diet: Update Phase 1 cost estimate for the 90% and Final submittals.

6a.17 Technical Special Provisions / Modified Special Provisions – N/A

6a.18 Hydroplaning Analysis – N/A

6a.19 Existing Permit Analysis – N/A

6a.20 Other Drainage Analysis

Dakin Ave/Sproule Ave and Road Diet: Verify and correct utility conflicts with storm drain system.

6a.21 Field Reviews

6a.22 Technical Meetings

6a.23 Environmental Look-Around (ELA) Meeting – N/A

6a.24 Quality Assurance/Quality Control

6a.25 Independent Peer Review – N/A

6a.26 Supervision

6a.27 Coordination

6b DRAINAGE PLANS

Update the following sheets:

6b.1 Drainage Map

6b.2 Bridge Hydraulics Recommendation Sheets – N/A

6b.3 Summary of Drainage Structures

6b.4 Optional Pipe/Culvert Material – N/A

6b.5 Drainage Structure Sheet(s) (Per Structure)

6b.6 Miscellaneous Drainage Detail Sheets – N/A

6b.7 Lateral Ditch Plan/Profile – N/A

6b.8 Lateral Ditch Cross Sections – N/A

6b.9 Retention/Detention Pond Detail Sheet(s) – N/A

6b.10 Retention Pond Cross Sections – N/A

6b.11 Erosion Control Plan Sheets

6b.12 SWPPP Sheets

6b.13 Quality Assurance/Quality Control

6b.14 Supervision

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken. The CONSULTANT shall coordinate with the utilities two separate sets of roadway design files. Roadway design files will be separated into 2 phases, Utility plans will show proposed features from Phase 1 as existing conditions in Phase 2. The utility coordination shall include the new underground NORD Systems.

(Road diet optional – Broadway/Dakin Ave. Intersection): Coordinate utilities as needed as part of the design for the two proposed mast arms.

7.1 UTILITY KICKOFF MEETING – N/A

7.2 IDENTIFY EXISTING UTILITY AGENCY OWNER(S)

Set up project files, contact list, status sheet for project communications, as-built drawings, and utility permits.

7.3 MAKE UTILITY CONTACTS

One contact with revised Roadway plans: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the CITY) and two sets of plans to the UAO(s) including all component sets; one set for the utility office and one set for construction and maintenance if required. Include the design schedule and typical meeting agenda. When scheduling a meeting, give 4 weeks advance notice.

7.4 EXCEPTION PROCESSING – N/A

7.5 PRELIMINARY UTILITY MEETING – N/A

7.6 INDIVIDUAL/FIELD MEETINGS

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 COLLECT AND REVIEW PLANS AND DATA FROM UAO(S) – N/A

7.8 SUBORDINATION OF EASEMENTS COORDINATION – N/A

7.9 UTILITY DESIGN MEETING

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from CITY Legal Office, discuss with each UAO the utility work

by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days.

7.10 REVIEW UTILITY MARKUPS & WORK SCHEDULES AND PROCESSING OF SCHEDULES & AGREEMENTS

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and CITY Traffic Operations for review and comment if required by the CITY. Coordinate with the CITY for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

7.11 UTILITY COORDINATION/FOLLOW-UP

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 UTILITY CONSTRUCTABILITY REVIEW

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office.

7.13 ADDITIONAL UTILITY SERVICES

Coordination with SUE for VVH and utility and disposition data.

7.14 PROCESSING UTILITY WORK BY HIGHWAY CONTRACTOR (UWHC)

TWA coordination for ILA work within project limits.

7.15 CONTRACT PLANS TO UAO(S) – NA

7.16 CERTIFICATION/CLOSE-OUT

This includes hours for transmitting utility files to the CITY and preparation of the Utility Certification Letter. The CONSULTANT shall certify the following to the appropriate CITY representative:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

7.17 OTHER UTILITIES – N/A

8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES – N/A **(Road Diet improvements will be exempt from environmental permit modification approval by SFWMD)**

9 STRUCTURES SUMMARY

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

11 STRUCTURES - TEMPORARY BRIDGE – N/A

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A

16 STRUCTURES - MOVABLE SPAN – N/A

17 STRUCTURES - RETAINING WALLS – N/A

18 STRUCTURES - MISCELLANEOUS

18.1 thru 18.8 – N/A

18.9 MAST ARMS

Road Diet: Gather information and review shop drawings for three existing mast arms and their foundations (one at Neptune Rd and two at Monument Ave), analyze one existing mast arm at Neptune Rd for new signal head configurations, design two new mast arms at Monument Ave for new signal head configurations (to be supported by existing drilled shafts), and perform analysis to verify if existing drilled shafts have capacity to support the new mast arms.

(Road diet optional – Broadway/Dakin Ave. Intersection): Design two new dual arm mast arms.

18.10 MAST ARMS DATA TABLE PLAN SHEETS

Road Diet: One Data Table Plan Sheet for two new mast arms at Monument Ave.

(Road diet optional – Broadway/Dakin Ave. Intersection): One Data Table Plan Sheet for two new mast arms.

18.11 MAST ARM SPECIAL DETAILS PLAN SHEETS – N/A

18.12 thru 18.27 – N/A

18.28 GATEWAY SIGN PYLONS AND FOUNDATIONS – N/A

18.29 GATEWAY SIGN/PYLON CONNECTIONS – N/A

18.30 SPECIAL STRUCTURES – N/A

18.31 OTHER STRUCTURES – N/A

19 SIGNING AND PAVEMENT MARKING ANALYSIS (GATEWAY/WAYFINDING SIGNS) – N/A

20 SIGNING AND PAVEMENT MARKING PLANS (GATEWAY/WAYFINDING SIGNS) – N/A

19A SIGNING AND PAVEMENT MARKING ANALYSIS (ROADWAY)

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE

Dakin Ave/Sproule Ave: Copy proposed features from the alley to Church St from Phase 2 to Phase 1 and show same as existing in Phase 2.

Road diet: Revise signing and pavement markings as necessary.

(Road diet optional): Update signing and pavement markings for new signal at Broadway Ave at Dakin Ave.

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS – N/A

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

Dakin Ave/Sproule Ave and Road Diet: Update quantities.

(Road diet optional): Update quantities for new signal at Broadway Ave at Dakin Ave.

19.8 COST ESTIMATE

Dakin Ave/Sproule Ave: Update Phase 1 and 2 cost estimates for the 90% and Final submittals.

Road Diet: Update Phase 1 cost estimate for the 90% and Final submittals.

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS – N/A

19.12 TECHNICAL MEETINGS – N/A

19.13 QUALITY ASSURANCE/QUALITY CONTROL

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

19.16 COORDINATION

20A SIGNING AND PAVEMENT MARKING PLANS (ROADWAY)

Update the following sheets:

20.1 KEY SHEET

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

(Road diet optional): Update Tabulation of Quantities for new signal at Broadway Ave at Dakin Ave.

20.4 GENERAL NOTES/PAY ITEM NOTES – N/A

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET

(Road diet optional): Update plan sheet for new signal at Broadway Ave at Dakin.

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS – N/A

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

21 SIGNALIZATION ANALYSIS

21.1 TRAFFIC DATA COLLECTION – N/A

21.2 TRAFFIC DATA ANALYSIS

(Road diet optional – Broadway/Dakin Ave. Intersection): New signal installation; add SOP and pedestrian phases.

21.3 SIGNAL WARRANT STUDY

Road Diet: Perform signal warrant study for the intersection of Broadway and Dakin Ave.

21.4 SYSTEMS TIMINGS – N/A

21.5 REFERENCE AND MASTER SIGNALIZATION DESIGN FILE

Road Diet: Modify existing signal heads on 3 mast arms, adjust detection system, and relocate pedestrian signals as necessary.

(Road diet optional – Broadway/Dakin Ave. Intersection): Two proposed standard double mast arms.

21.5A Reference and Master Signalization Design File (Roundabout) – N/A

21.6 REFERENCE AND MASTER INTERCONNECT COMMUNICATION DESIGN FILE

(Road diet optional – Broadway/Dakin Ave. Intersection): Analysis of fiber optic interconnect design and layout of proposed interconnect conduit, pull boxes, splice boxes, etc. on Broadway from Monument Ave to Dakin Ave. Connect proposed signal to existing interconnect system. Includes interconnect conduit on Dakin Ave from Broadway to Church St.

21.7 OVERHEAD STREET NAME SIGN DESIGN

(Road diet optional – Broadway/Dakin Ave. Intersection): Broadway and Dakin Ave overhead signs.

21.8 POLE ELEVATION ANALYSIS

(Road diet optional – Broadway/Dakin Ave. Intersection): 2 new pole locations.

21.9 TRAFFIC SIGNAL OPERATION REPORT – N/A

21.10 QUANTITIES

Road Diet: Update quantities.

(Road diet optional – Broadway/Dakin Ave. Intersection): 2 additional submittals.

21.11 COST ESTIMATE

Road Diet: Update Phase 1 cost estimate for the 90% and Final submittals.

(Road diet optional – Broadway/Dakin Ave. Intersection): 2 additional submittals.

21.12 TECHNICAL SPECIAL PROVISIONS

(Road diet optional – Broadway/Dakin Ave. Intersection): PPC for signal equipment.

21.13 OTHER SIGNALIZATION ANALYSIS

(Road diet optional – Broadway/Dakin Ave. Intersection): Voltage drop analysis for signal Broadway and Dakin Ave.

21.14 FIELD REVIEWS

21.15 TECHNICAL MEETINGS

21.16 QUALITY ASSURANCE/QUALITY CONTROL

21.17 INDEPENDENT PEER REVIEW – N/A

21.18 SUPERVISION

21.19 COORDINATION

22 SIGNALIZATION PLANS

Update the following sheets:

22.1 KEY SHEET

22.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE (TRANS*PORT) INPUT – N/A

22.3 TABULATION OF QUANTITIES

(Road diet optional – Broadway/Dakin Ave. Intersection): Modify tabulation of quantities sheet for addition of signals.

22.4 GENERAL NOTES/PAY ITEM NOTES

(Road diet optional – Broadway/Dakin Ave. Intersection): Modify general notes sheet and pay item notes sheet for addition of signals.

22.5 PLAN SHEET

(Road diet optional): Update plan sheet for new signal at Broadway Ave at Dakin.

22.6 INTERCONNECT PLANS

(Road diet optional – Broadway/Dakin Ave. Intersection): For signal interconnect layout on Broadway from Monument Ave to Dakin Ave and on Dakin Ave from Broadway to Church St.

22.7 TRAFFIC MONITORING SITE – N/A

22.8 GUIDE SIGN WORKSHEET – N/A

22.9 SPECIAL DETAILS

(Road diet optional – Broadway/Dakin Ave. Intersection): Details for ped features and splice diagram.

22.10 SPECIAL SERVICE POINT DETAILS – N/A

22.11 MAST ARM/MONOTUBE TABULATION SHEET

(Road diet optional – Broadway/Dakin Ave. Intersection): For addition of signals.

22.12 STRAIN POLE SCHEDULE – N/A

22.13 TCP SIGNAL (TEMPORARY) – N/A

22.14 TEMPORARY DETECTION SHEET – N/A

22.15 UTILITY CONFLICT SHEET – N/A

22.16 INTERIM STANDARDS – N/A

22.17 QUALITY ASSURANCE/QUALITY CONTROL

22.18 SUPERVISION

23 LIGHTING ANALYSIS

23.1 LIGHTING JUSTIFICATION REPORT – N/A

23.2 LIGHTING DESIGN ANALYSIS REPORT

Road Diet: Update background files used for photometric plans to reflect new roadway design.

(Road diet optional – Broadway/Dakin Ave. Intersection): Update the LDAR for the new signal at Broadway and Dakin Ave. Photometric analysis for full signal intersection lighting design.

23.3 VOLTAGE DROP CALCULATIONS

Road Diet: Analysis for one new electrical service for roundabout feature lighting.

(Road diet optional – Broadway/Dakin Ave. Intersection): If lights are requested on top of signal mast arms by KUA, voltage drop calculations will be required.

23.4 FDEP COORDINATION AND REPORT – N/A

23.5 REFERENCE AND MASTER DESIGN FILES

Road Diet: Update to reflect conductors, relocated conduit, load center locations, pull boxes, and service points. Includes adding electrical service feed for new irrigation service at the roundabout.

(Road diet optional – Broadway/Dakin Ave. Intersection): Update the master lighting design file for new signal at Broadway and Dakin Ave.

23.6 TEMPORARY LIGHTING – N/A

23.7 DESIGN DOCUMENTATION – N/A

23.8 QUANTITIES

Road Diet: Update quantities.

(Road diet optional – Broadway/Dakin Ave. Intersection): 2 additional submittals.

23.9 COST ESTIMATE

Road Diet: Update Phase 1 cost estimate for the 90% and Final submittals.

(Road diet optional – Broadway/Dakin Ave. Intersection): 2 additional submittals.

23.10 TECHNICAL SPECIAL PROVISIONS – N/A

23.11 OTHER LIGHTING ANALYSIS – N/A

23.12 FIELD REVIEWS – N/A

23.13 TECHNICAL MEETINGS – N/A

23.14 QUALITY ASSURANCE/QUALITY CONTROL

23.15 INDEPENDENT PEER REVIEW – N/A

23.16 SUPERVISION

23.17 COORDINATION

24 LIGHTING PLANS

Update the following sheets:

24.1 KEY SHEET – N/A

**24.2 SUMMARY OF PAY ITEM SHEET INCLUDING DESIGNER INTERFACE
(TRNS*PORT) INPUT – N/A**

24.3 TABULATION OF QUANTITIES

(Road diet optional – Broadway/Dakin Ave. Intersection): Modify tabulation of quantities sheet for addition of signals.

24.4 GENERAL NOTES/PAY ITEM NOTES – N/A

24.5 POLE DATA, LEGEND & CRITERIA

(Road diet optional – Broadway/Dakin Ave. Intersection): Assumes 2 new light poles will be required to properly illuminate the Broadway/Dakin Ave intersection.

24.6 SERVICE POINT DETAIL

(Road diet optional – Broadway/Dakin Ave. Intersection): Service point detail for new cabinet.

24.7 PROJECT LAYOUT – N/A

24.8 PLAN SHEET

(Road diet optional – Broadway/Dakin Ave. Intersection): For addition of signals.

24.9 SPECIAL DETAILS – N/A

24.10 TEMPORARY LIGHTING DATA AND DETAILS – N/A

24.11 TRAFFIC CONTROL PLAN SHEETS – N/A

24.12 INTERIM STANDARDS – N/A

24.13 QUALITY ASSURANCE/QUALITY CONTROL

24.14 SUPERVISION

25 LANDSCAPE ANALYSIS

25.1 DATA COLLECTION

Road Diet: Review and incorporation of base files such as architecture, roadway, drainage, utilities, etc.

25.2 SITE INVENTORY AND ANALYSIS FOR PROPOSED LANDSCAPE

Road Diet: Site analysis including review and incorporation of existing elements.

25.3 PLANTING DESIGN

Road Diet: For roundabout at Stewart Ave: Conceptual landscape design for two roundabout features and final landscape design for preferred roundabout feature.

25.4 IRRIGATION DESIGN

Road Diet: For roundabout at Stewart Ave: Final irrigation design for preferred roundabout feature.

25.5 HARDSCAPE DESIGN

Road Diet: For roundabout at Stewart Ave: Conceptual hardscape design for two roundabout features and final hardscape design for preferred roundabout feature.

25.6 PLAN SUMMARY BOXES

Update summary boxes to include proposed hardscape.

25.7 COST ESTIMATES

Dakin Ave/Sproule Ave: Update Phase 1 and 2 cost estimates for the 90% and Final submittals.

Road Diet: Update Phase 1 cost estimate for the 90% and Final submittals (includes research to obtain cost for two concept roundabout features).

25.8 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

25.9 OTHER LANDSCAPE ARCHITECTURE – N/A

25.10 OUTDOOR ADVERTISING – N/A

25.11 FIELD REVIEWS – N/A

25.12 TECHNICAL/PUBLIC MEETINGS

25.13 QUALITY ASSURANCE/QUALITY CONTROL

25.14 INDEPENDENT PEER REVIEW – N/A

25.15 SUPERVISION

25.16 PROJECT COORDINATION

25.17 INTERDISCIPLINARY COORDINATION

26 LANDSCAPE PLANS

Update the following sheets:

26.1 KEY SHEET

26.2 TABULATION OF QUANTITIES

26.3 GENERAL NOTES – N/A

**26.4 TREE AND VEGETATION PROTECTION AND RELOCATION PLANS AND
TREE DISPOSITION PLANS – N/A**

26.5 PLANTING PLANS FOR LINEAR ROADWAY PROJECTS

26.6 PLANTING PLANS (INTERCHANGES AND TOLL PLAZAS) – N/A

26.7 PLANTING DETAILS AND NOTES – N/A

26.8 IRRIGATION PLANS FOR LINEAR ROADWAY PROJECT

26.9 IRRIGATION PLANS FOR INTERCHANGE AND TOLL PLAZAS – N/A

26.10 IRRIGATION DETAILS AND NOTES – N/A

26.11 HARDSCAPE PLANS

26.12 HARDSCAPE DETAILS AND NOTES

26.13 LANDSCAPE MAINTENANCE PLAN

26.14 COST ESTIMATE

See line item 25.7 above.

26.15 QUALITY ASSURANCE/QUALITY CONTROL

26.16 SUPERVISION

27 SURVEY

This scope is derived with the intention to provide Design Survey and Utility Locating per the following tasks:

27.1 HORIZONTAL PROJECT CONTROL (HPC)

Dakin Ave/Sproule Ave and Road Diet: Establish or Recover Horizontal Project Control using the FPRN on NAD83/2011.

27.2 VERTICAL PROJECT CONTROL (VPC)

Dakin Ave/Sproule Ave and Road Diet: Establish or Recover Vertical Project Control on NAVD 88.

27.3 ALIGNMENT AND/OR EXISTING RIGHT OF WAY (R/W) LINES – N/A

27.4 AERIAL TARGETS – N/A

27.5 REFERENCE POINTS – N/A

27.6 TOPOGRAPHY/DIGITAL TERRAIN MODEL (DTM) (3D) – N/A

27.7 PLANIMETRIC (2D) – N/A

27.8 ROADWAY CROSS SECTIONS/PROFILES – N/A

27.9 SIDE STREET SURVEYS – N/A

27.10 UNDERGROUND UTILITIES

Dakin Ave/Sproule Ave: Provide Quality Level B designates for W Dakin Ave and W Sproule Ave from Broadway to Church St and 3 10' x 20' NORD System sites (2 on W Monument Ave and 1 on W. Darlington Ave). Provide a bank of 15 Quality Level A Locates (test holes).

Road Diet: Provide Quality Level B designates along Broadway (does not include utilities already designated at Broadway and Darlington or any traffic loops). Provide a bank of 50 Quality Level A Locates (test holes).

(Road diet optional – Broadway/Dakin Ave. Intersection): Provide a bank of 20 Quality Level A Locates (test holes) for two proposed mast arms and two proposed pedestrian poles.

27.11 OUTFALL SURVEY – N/A

27.12 DRAINAGE SURVEY – N/A

27.13 BRIDGE SURVEY (MINOR/MAJOR) – N/A

27.14 CHANNEL SURVEY – N/A

27.15 POND SITE SURVEY – N/A

27.16 MITIGATION SURVEY – N/A

27.17 JURISDICTION LINE SURVEY – N/A

27.18 GEOTECHNICAL SUPPORT – N/A

27.19 SECTIONAL/GRANT SURVEY – N/A

27.20 SUBDIVISION LOCATION – N/A

27.21 MAINTAINED R/W – N/A

27.22 BOUNDARY SURVEY – N/A

27.23 WATER BOUNDARY SURVEY – N/A

27.24 RIGHT OF WAY STAKING, PARCEL / RIGHT OF WAY LINE – N/A

27.25 RIGHT OF WAY MONUMENTATION – N/A

27.26 LINE CUTTING – N/A

27.27 WORK ZONE SAFETY

Provide work zone as required by CITY and FDOT standards.

27.28 MISCELLANEOUS SURVEYS (TREE AND VEGETATION SURVEYS) – N/A

27.29 SUPPLEMENTAL SURVEYS – N/A

27.30 DOCUMENT RESEARCH

27.31 FIELD REVIEW

Perform field review to ensure all topographic items were collected.

27.32 TECHNICAL MEETINGS – N/A

27.33 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 SUPERVISION

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

27.35 COORDINATION

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

28 PHOTOGRAMMETRY – N/A

29 MAPPING – N/A

30 TERRESTRIAL MOBILE LiDAR – N/A

31 ARCHITECTURE DEVELOPMENT – N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT – N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS – N/A

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS – N/A

35 GEOTECHNICAL

Based on the project information provided, our experience, and in accordance with the FDOT 2024 Soils and Foundation Handbook, we recommend the following scope of services:

Geotechnical Services

- **Roadway Subsurface Investigation**

- Develop boring plan and stake boring locations at the site.
- Clear utilities at the boring locations.
- Perform a total of 8 hand auger borings at various locations as follows:
 - Broadway: 3 hand auger borings to a depth of 5 feet each
 - Stewart Ave: 1 hand auger boring to a depth of 5 feet
 - Darlington Ave: 1 hand auger boring to a depth of 5 feet
 - Monument Ave: 1 hand auger boring to a depth of 5 feet
 - Dakin Ave: 1 hand auger boring to a depth of 5 feet
 - Sproule Ave: 1 hand auger boring to a depth of 5 feet
- Obtain 4 bulk soil samples for Limerock Bearing Ratio (LBR) testing at various areas of proposed improvements.
- Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained. This includes LBR testing of shallow subgrade soils for use in pavement design.

(Road diet optional – Broadway/Dakin Ave. Intersection): 1 SPT boring each to a depth of 25 feet for 2 proposed mast arms (2 total) and 1 SPT boring each to a depth of 15 feet for 2 proposed pedestrian poles (2 total).

- **Roadway Pavement Coring**

- Develop coring plan and mark core locations at the site.
- Develop maintenance of traffic plan and coordinate lane closures with FDOT and City of Kissimmee.
- Mobilize maintenance of traffic equipment including signs, cones, and arrow board.
- Mobilize pavement coring equipment and personnel. Pavement coring anticipated to be performed during daytime.
- Obtain a total of 6 pavement cores at various locations as follows:
 - Broadway: 4 pavement cores
 - Stewart Ave: 1 pavement core
 - Monument Ave: 1 pavement core
- Submit the results of pavement coring program in a Pavement Condition Survey and Pavement Evaluation Report. The report will include the following:
 - Measured crack depths, rut depths, cross slope, pavement thickness and

base thickness at each pavement core location.

- Field evaluation of pavement condition and photographs of pavement core location and pavement core.
- Recommendations regarding milling depth and pavement rehabilitation in areas of milling and resurfacing.

(Road diet optional – Broadway/Dakin Ave. Intersection): 1 pavement coring each for 2 proposed mast arms (2 total).

- **Roadway Soil Survey Report**

- Issue a Preliminary and Final Roadway Soil Survey Report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:

- Subsurface conditions at the boring locations
- Measured and estimated seasonal high groundwater depths
- Subsoil removal limits, if any.
- Fill selection, placement and compaction
- Suitability of soil excavated from pond for use as engineered fill
- Recommended design LBR to assist with pavement design

- **Limitations**

The scope of work is subject to the following limitations:

- The site will be accessible to the drilling equipment and crew assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary
- The CONSULTANT assumes no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine 811
- This proposed exploration is not intended to be an evaluation for sinkhole potential
- Survey support will be provided by others.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

36 3D MODELING – N/A

37 PROJECT REQUIREMENTS

37.1 LIAISON OFFICE

The CITY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 KEY PERSONNEL

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

37.3 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 CORRESPONDENCE

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

37.5 PROFESSIONAL ENDORSEMENT

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by CITY standards.

37.6 COMPUTER AUTOMATION

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

37.7 COORDINATION WITH OTHER CONSULTANTS – N/A

37.8 OPTIONAL SERVICES

At the CITY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Method of Compensation for this contract, for a fair, competitive and reasonable cost, considering the scope and complexity of the work. Additional services may be authorized by Letter of Authorization or Supplemental Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final "As-Built" plans based on documents provided by the CITY (CADD services only), or other services as required.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with the Method of Compensation for this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

EXHIBIT “B”
COMPENSATION

ESTIMATE OF WORK EFFORT AND COST - AECOM - NON-FDOT FUNDED

Name of Project:	Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
County:	Osceola
FPN:	437472-2-38-01
FAP No.:	D521 065 B

Consultant Name: AECOM
Consultant No.: N/A
Date: 8/7/2025
Estimator: Dustin Perkins

[illegible]

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

[illegible]

ESTIMATE OF WORK EFFORT AND COST - MG VERA - NON-FDOT FUNDED

Name of Project: Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
County: Osceola
FPN: 437472-2-38-01
FAP No.: D521 065 B

Consultant Name: MG VERA
Consultant No.: N/A
Date: 8/7/2025
Estimator: Mark Sowers

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Surveyor	Senior Surveyor	Survey Technician 3	Survey/GIS/SU E Analyst 3	Engineer 1	Senior Designer	CEI Senior Project Engineer	Senior Engineering Technician	Engineering Technician	CADD/ Computer Technician	Senior Landscape Architect	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$61.20	\$55.89	\$38.50	\$40.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19.A Signing & Pavement Marking Analysis (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20.A Signing & Pavement Marking Plans (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	249	15	50	35	149	0	0	0	0	0	0	0	0	249	\$11,050	\$44.38
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	249	15	50	35	149	0	0	0	0	0	0	0	0	249		
Total Staff Cost		\$918.00	\$2,794.50	\$1,347.50	\$5,989.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11,049.80	\$44.38

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:			Check =	\$11,049.80
OVERHEAD:			132.67%	\$14,659.77
OPERATING MARGIN:			31.00%	\$3,425.44
FCCM (Facilities Capital Cost Money):			0.177%	\$19.56
EXPENSES:			28.25%	\$3,121.57
SUBTOTAL ESTIMATED FEE:				\$32,276.14
Survey (Field)	0	4-person crew days @	\$ 1,962.96 / day	\$0.00
Survey (Field)	5	3-person crew days @	\$ 1,589.04 / day	\$7,945.20
Utility Designate/Locate	45	3-person crew days @	\$ 1,647.41 / day	\$74,133.45
Utility Designate/Locate	0	2-person crew days @	\$ 1,156.75 / day	\$0.00
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				\$82,078.65
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$114,354.79

ESTIMATE OF WORK EFFORT AND COST - TERRACON - NON-FDOT FUNDED

Name of Project: Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
 County: Osceola
 FPN: 437472-2-38-01
 FAP No.: D521 065 B

Consultant Name: TERRACON
 Consultant No.: N/A
 Date: 7/3/2025
 Estimator: Elias Jammal

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Engineer	Project/Staff Engineer	Engineer Intern	Sr Eng Technician	CADD Technician	Clerical	CEI Senior Project Engineer	Senior Engineering Technician	Engineering Technician	CADD/Computer Technician	Senior Landscape Architect	Secretary/Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$61.97	\$49.21	\$32.83	\$26.99	\$29.40	\$22.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19.A Signing & Pavement Marking Analysis (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20.A Signing & Pavement Marking Plans (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	62	8	21	10	14	7	2	0	0	0	0	0	0	62	\$2,487	\$40.11
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	62	8	21	10	14	7	2	0	0	0	0	0	0	62		
Total Staff Cost		\$495.73	\$1,033.31	\$328.33	\$377.92	\$205.82	\$45.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,486.81	\$40.11

Check = \$2,486.81

SALARY RELATED COSTS:				\$2,486.81
OVERHEAD:		184.65%		\$4,591.89
OPERATING MARGIN:		30.00%		\$746.04
FCCM (Facilities Capital Cost Money):		0.531%		\$13.20
EXPENSES:		18.26%		\$454.09
SUBTOTAL ESTIMATED FEE:				\$8,292.03
Survey (Field)	0	4-person crew	\$ - / day	\$0.00
Geotechnical Field and Lab Testing (see tab 35A)				\$8,919.00
SUBTOTAL ESTIMATED FEE:				\$17,211.03
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$17,211.03

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

Geotechnical Field & Lab Testing (Tab 35A)

Scope of work to be performed for reconstruction of Broadway (outside lane only) and side streets is as follows:

Broadway: 3 Hand Auger Borings to 5 ft and 4 pavement cores

Stewart Ave: 1 Hand Auger Boring to 5 ft and 1 pavement core

Darlington Ave: 1 Hand Auger Boring to 5 ft

Monument Ave: 1 Hand Auger Boring to 5 ft and 1 pavement core

Dakin Ave: 1 Hand Auger Boring to 5 ft

Sproule Ave: 1 Hand Auger Boring to 5 ft

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
I. FIELD EXPLORATION				
A. Geo Auger Borings - Hand & Truck Mount	40	\$ 11.50	LF	\$ 460.00
B. Mobilization Mudbug/ All Terrain Vehicle	0	\$ 700.00	Each	\$ -
C. Geo Drilling Crew 2-Person	4	\$ 175.00	Hour	\$ 700.00
D. Geo SPT Truck/Mud Bug 0-50 Ft	0	\$ 13.50	LF	\$ -
E. Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	0	\$ 5.00	LF	\$ -
F. Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	1	\$ 325.00	Each	\$ 325.00
G. Asphalt Pavement Coring - 6in dia with Base Depth Check	6	\$ 150.00	Day	\$ 900.00
H. MOT Portable Sign *	16	\$ 15.00	Day	\$ 240.00
I. MOT Portable Changeable Message Sign (PCMS) *	0	\$ 85.00	Day	\$ -
J. MOT Channelizing Devices - Type I, II, VP, Drum (each) *	0	\$ 5.50	Day	\$ -
K. MOT Provide Channelizing Devices - Cone *	160	\$ 1.00	Day	\$ 160.00
L. MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator *	16	\$ 138.00	Hour	\$ 2,208.00
M. MOT Shadow Vhcle w/Advanced Warning Arrow Board *	0	\$ 103.50	Hour	\$ -
N. Geoview Private Utility Locate	1	\$ 1,600.00	Day	\$ 1,600.00
Subtotal				\$ 6,593.00
II. LABORATORY TESTING				
A. Soils Moisture Content Laboratory AASHTO T265	8	\$ 15.00	Test	\$ 120.00
B. Soils Organic Content Ignition FM 1 T-267	2	\$ 35.00	Test	\$ 70.00
C. Soils Liquid Limit AASHTO T89	2	\$ 50.00	Test	\$ 100.00
D. Soils Plastic Limit & Plasticity Index AASHTO T90	2	\$ 50.00	Test	\$ 100.00
E. Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	8	\$ 62.00	Test	\$ 496.00
F. Soils Materials Finer than 200 Sieve FM 1-T011	0	\$ 35.00	Test	\$ -
G. Soils Permeability Constant Head AASHTO T215	0	\$ 275.00	Test	\$ -
H. Soils Limerock bearing Ratio (LBR) FM-515	4	\$ 360.00	Test	\$ 1,440.00
Subtotal				\$ 2,326.00
TOTAL FOR GEOTECHNICAL FIELD & LAB				\$ 8,919.00

ESTIMATE OF WORK EFFORT AND COST - CID - NON-FDOT FUNDED

Name of Project:
County:
FPN:
FAP No.:

Connect Kissimmee Complete Streets From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street

437472-2-38-01
D521 065 B

Consultant Name: Crawford Irrigation Design
Consultant No.: N/A
Date: 7/3/2025
Estimator: J. Crawford

Staff Classification	Total Staff Hours From *SH Summary - Firm*	Senior Designer	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Senior Designer	CEI Senior Project Engineer	Senior Engineering Technician	Engineering Technician	CADD/ Computer Technician	Senior Landscape Architect	Secretary/ Clerical	SH	Salary	Average
														By Activity	Cost By Activity	Rate Per Task
		\$74.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19 A Signing & Pavement Marking Analysis (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20 A Signing & Pavement Marking Plans (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	41	41	0	0	0	0	0	0	0	0	0	0	0	41	\$3,067	\$74.81
26. Landscape Architecture Plans	23	23	0	0	0	0	0	0	0	0	0	0	0	23	\$1,721	\$74.81
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	64	64	0	0	0	0	0	0	0	0	0	0	0	64		
Total Staff Cost		\$4,787.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,787.84	\$74.81

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				Check =	\$4,787.84
OVERHEAD:			23.70%		\$4,787.84
OPERATING MARGIN:			18.50%		\$1,134.72
FCCM (Facilities Capital Cost Money):			0.00%		\$885.75
EXPENSES:			0.00%		\$0.00
Survey (Field - if by Prime)	0	4-person crew		\$ - / day	\$0.00
SUBTOTAL ESTIMATED FEE:					\$6,808.31
Subconsultant:					\$0.00
Subconsultant:					\$0.00
Subconsultant:					\$0.00
Subconsultant:					\$0.00
Subconsultant:					\$0.00
Subconsultant:					\$0.00
Subconsultant:					\$0.00
Subconsultant:					\$0.00
Subconsultant:					\$0.00
Subconsultant:					\$0.00
Subconsultant:					\$0.00
Subconsultant:					\$0.00
SUBTOTAL ESTIMATED FEE:					\$6,808.31
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$6,808.31
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$6,808.31

**OPTIONAL SERVICES FOR DESIGN OF TWO MAST ARMS
AT THE BROADWAY/DAKIN AVE INTERSECTION**

ESTIMATE OF WORK EFFORT AND COST - AECOM - NON-FDOT FUNDED

Name of Project:	Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
County:	Osceola
FPN:	437472-2-38-01
FAP No.:	D521 065 B

Consultant Name: AECOM
Consultant No.: N/A
Date: 8/7/2025
Estimator: Dustin Perkins

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Senior Designer	CEI Senior Project Engineer	Senior Engineering Technician	Engineering Technician	CADD/ Computer Technician	Senior Landscape Architect	Landscape Architect	Landscape Architect Intern	Senior Utility Coordinator	Transportation Data Scientist	Chief Scientist	Senior Scientist	Scientist	Secretary/ Clerical	SH By	Salary Cost By	Average Rate Per
		\$96.19	\$93.56	\$73.00	\$61.61	\$52.75	\$46.40	\$50.89	\$123.35	\$39.33	\$36.65	\$33.51	\$64.49	\$39.70	\$28.10	\$52.88	\$72.78	\$71.26	\$44.25	\$27.11	\$31.92	Activity	Activity	Task
3. Project General and Project Common Tasks	10	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	\$949	\$94.88
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	0	0	0	0	0	26	\$1,375	\$52.88
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg's, Non-Tech.	18	0	0	11	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	18	\$1,060	\$58.86
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	54	0	4	30	0	0	0	0	0	0	21	0	0	0	0	0	0	0	0	0	0	55	\$3,334	\$60.62
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19.A Signing & Pavement Marking Analysis (RDWY)	13	0	0	0	4	0	3	0	0	5	0	0	0	0	0	0	0	0	0	0	12	\$582	\$48.52	
20.A Signing & Pavement Marking Plans (RDWY)	5	0	0	0	1	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	5	\$233	\$46.61	
21. Signalization Analysis	137	3	4	0	45	0	34	0	0	48	0	0	0	0	0	0	0	0	0	3	137	\$6,996	\$51.07	
22. Signalization Plans	32	0	2	0	7	0	11	0	0	11	0	0	0	0	0	0	0	0	0	0	31	\$1,561	\$50.37	
23. Lighting Analysis	39	2	5	0	8	0	6	10	0	9	0	0	0	0	0	0	0	0	0	0	40	\$2,294	\$57.36	
24. Lighting Plans	9	0	0	0	2	0	2	1	0	3	0	0	0	0	0	0	0	0	0	0	8	\$385	\$48.11	
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
Total Staff Hours	343	10	20	41	67	0	58	11	0	78	28	0	0	0	0	26	0	0	0	3	342			
Total Staff Cost		\$961.90	\$1,871.20	\$2,993.00	\$4,127.87	\$0.00	\$2,691.20	\$559.79	\$0.00	\$3,067.74	\$1,026.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1,374.88	\$0.00	\$0.00	\$0.00	\$0.00	\$95.76		\$18,769.54	\$54.88

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

[illegible]

ESTIMATE OF WORK EFFORT AND COST - MG VERA - NON-FDOT FUNDED

Name of Project: Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
 County: Osceola
 FPN: 437472-2-38-01
 FAP No.: D521 065 B

Consultant Name: MG VERA
 Consultant No.: N/A
 Date: 8/7/2025
 Estimator: Mark Sowers

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Surveyor	Senior Surveyor	Survey Technician 3	Survey/GIS/SUE Analyst 3	Engineer 1	Senior Designer	CEI Senior Project Engineer	Senior Engineering Technician	Engineering Technician	CADD/Computer Technician	Senior Landscape Architect	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$61.20	\$55.89	\$38.50	\$40.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19.A Signing & Pavement Marking Analysis (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20.A Signing & Pavement Marking Plans (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	36	2	7	5	21	0	0	0	0	0	0	0	0	35	\$1,550	\$44.30
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	36	2	7	5	21	0	0	0	0	0	0	0	0	35		
Total Staff Cost		\$122.40	\$391.23	\$192.50	\$844.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,550.33	\$44.30

Check = \$1,550.33

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:				\$1,550.33
OVERHEAD:		132.67%		\$2,056.82
OPERATING MARGIN:		31.00%		\$480.60
FCCM (Facilities Capital Cost Money):		0.177%		\$2.74
EXPENSES:		28.25%		\$437.97
SUBTOTAL ESTIMATED FEE:				\$4,528.46
Survey (Field)		4-person crew days @	\$ 1,962.96 / day	\$0.00
Survey (Field)	1	3-person crew days @	\$ 1,589.04 / day	\$1,589.04
Utility Designate/Locate	5	3-person crew days @	\$ 1,647.41 / day	\$8,237.05
Utility Designate/Locate	0	2-person crew days @	\$ 1,156.75 / day	\$0.00
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				\$9,826.09
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$14,354.55

ESTIMATE OF WORK EFFORT AND COST - TERRACON - NON-FDOT FUNDED

Name of Project: Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
 County: Osceola
 FPN: 437472-2-38-01
 FAP No.: D521 065 B

Consultant Name: Terracon
 Consultant No.: N/A
 Date: 8/7/2025
 Estimator: Elias Jammal

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Engineer	Project/Staff Engineer	Engineer Intern	Sr Eng Technician	CADD Technician	Clerical	CEI Senior Project Engineer	Senior Engineering Technician	Engineering Technician	CADD/ Computer Technician	Senior Landscape Architect	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$61.97	\$49.21	\$32.83	\$26.99	\$29.40	\$22.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19.A Signing & Pavement Marking Analysis (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20.A Signing & Pavement Marking Plans (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	51	7	17	8	12	5	2	0	0	0	0	0	0	51	\$2,050	\$40.19
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	51	7	17	8	12	5	2	0	0	0	0	0	0	51		
Total Staff Cost		\$433.76	\$836.49	\$262.66	\$323.93	\$147.02	\$45.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,049.56	\$40.19

Check = \$2,049.56

Notes:

- This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:				\$2,049.56
OVERHEAD:		184.65%		\$3,784.53
OPERATING MARGIN:		30.00%		\$614.87
FCCM (Facilities Capital Cost Money):		0.531%		\$10.88
EXPENSES:		18.26%		\$374.25
SUBTOTAL ESTIMATED FEE:				\$6,834.09
Survey (Field)	0	4-person crew	\$ - / day	\$0.00
Geotechnical Field and Lab Testing (see tab 35A)				\$11,760.00
SUBTOTAL ESTIMATED FEE:				\$18,594.09
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$18,594.09

Scope of work to be performed for Mast Arm(s) and Pedestrian Poles
 Perform 2 pavement cores and 2 SPT borings to a depth of 25 feet each at mast arm locations
 Perform 2 SPT borings to a depth of 15 feet each at Pedestrian pole locations

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
I. FIELD EXPLORATION				
A. Geo Auger Borings - Hand & Truck Mount	0	\$ 11.50	LF	\$ -
B. Mobilization Mudbug/ All Terrain Vehicle	1	\$ 700.00	Each	\$ 700.00
C. Geo Drilling Crew 2-Person	6	\$ 175.00	Hour	\$ 1,050.00
D. Geo SPT Truck/Mud Bug 0-50 Ft	80	\$ 13.50	LF	\$ 1,080.00
E. Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	80	\$ 5.00	LF	\$ 400.00
F. Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	0	\$ 9.00	LF	\$ -
G. Asphalt Pavement Coring - 6in dia with Base Depth Check	2	\$ 150.00	Each	\$ 300.00
H. MOT Portable Sign *	20	\$ 15.00	Hour	\$ 300.00
I. MOT Portable Changeable Message Sign (PCMS) *	20	\$ 85.00	Hour	\$ 1,700.00
J. MOT Channelizing Devices - Type I, II, VP, Drum (each) *	0	\$ 5.50	Hour	\$ -
K. MOT Provide Channelizing Devices - Cone *	120	\$ 1.00	Each/Day	\$ 120.00
L. MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator *	0	\$ 138.00	Hour	\$ -
M. MOT Shadow Vhcle w/Advanced Warning Arrow Board *	20	\$ 103.50	Hour	\$ 2,070.00
N. Geoview Private Utility Locate	2	\$ 1,600.00	Day	\$ 3,200.00
Subtotal				\$ 10,920.00
II. LABORATORY TESTING				
A. Soils Moisture Content Laboratory AASHTO T265	6	\$ 15.00	Test	\$ 90.00
B. Soils Organic Content Ignition FM 1 T-267	2	\$ 35.00	Test	\$ 70.00
C. Soils Liquid Limit AASHTO T89	4	\$ 50.00	Test	\$ 200.00
D. Soils Plastic Limit & Plasticity Index AASHTO T90	4	\$ 50.00	Test	\$ 200.00
E. Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	0	\$ 62.00	Test	\$ -
F. Soils Materials Finer than 200 Sieve FM 1-T011	8	\$ 35.00	Test	\$ 280.00
G. Soils Corrosion Series FM 5-550 through 5-553	0	\$ 200.00	Test	\$ -
H. Soils Limerock bearing Ratio (LBR) FM-515	0	\$ 360.00	Test	\$ -
Subtotal				\$ 840.00
TOTAL FOR GEOTECHNICAL FIELD & LAB				\$ 11,760.00

**EXHIBIT “C”
CONSULTANT'S
QUALIFICATION
PROPOSAL**

NO CHANGE

**EXHIBIT “D”
WORK
PHASE
SUMMARY**

NO CHANGE

**EXHIBIT “E”
AREA OF POTENTIAL EFFECT (APE)
AND PROJECT LIMITS**

NO CHANGE

ITEM 7.F

Resolution Requesting Florida's Support for the Development and Enhancement of Customs and Border Protection (CBP) Services at Kissimmee Gateway Airport

Request

Resolution Requesting the State of Florida's Support for the Development of Landing Rights at Kissimmee Gateway Airport (ISM) and the Enhancement of Customs and Border Protection (CBP) Services.

Explanation

Kissimmee Gateway Airport (ISM) is strategically poised to become a key player in regional and international connectivity. Establishing Customs and Border Patrol (CBP) services at ISM will enhance economic growth and, serving as a general aviation reliever airport, provide additional international traffic management for Central Florida. This resolution will complete the formal application request to obtain CBP approval, allowing ISM to move forward with planning and facility development.

The establishment of CBP's presence at the airport is one of the City Commission's top priorities for the current fiscal year.

Recommendation

Approval of a Resolution Requesting the State of Florida's Support for the Development of Landing Rights at Kissimmee Gateway Airport (ISM) and the Enhancement of Customs and Border Protection (CBP) Services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Resolution_ Support of CBP Operations

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COMMISSION OF KISSIMMEE,
FLORIDA, SUPPORTING the DEVELOPMENT OF LANDING
RIGHTS AT KISSIMMEE GATEWAY AIRPORT AND
ENHANCED CUSTOMS BORDER PROTECTION (CBP)
SERVICES.**

WHEREAS, the City of Kissimmee recognizes that the Kissimmee Gateway Airport (ISM) is a key driver of the local economy, contributing to job creation and business development in the region by serving both general aviation and business aviation needs; and

WHEREAS, the City of Kissimmee has engaged consultants to assist the City in the development of ISM as a landing rights airport and to enhance the customs and border protection services at Kissimmee Gateway Airport (CBP Project); and

WHEREAS, Osceola County, a charter county and political subdivision of the State of Florida, acknowledged that the Airport is a regional asset that contributes to the growth of the region and, on March 5, 2025, entered a Memorandum of Understanding with the City agreeing to collaborate and share the costs with the City associated with the CBP Project; and

WHEREAS, the City seeks the support of the Governor of the State of Florida, the Honorable Ron DeSantis, for the application to the U.S. Customs and Border Protection (USCBP) office to initiate the implementation of the facility and operations at ISM, which will enhance transportation in Central Florida.

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. Customs and Border Protection. The City continues to support and work towards the development of a Customs and Border Protection office at ISM. The City is committed to reimbursing USCBP for all costs associated with future services, including all expenses related to staffing a minimum of one full-time inspector, and any additional costs associated with compliance.

Section 2. Effective. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED in Regular Session this _____ day of _____, 2025.

CITY OF KISSIMMEE, FLORIDA

By: _____

Jackie Espinosa, Mayor-Commissioner

ATTEST:

By: _____

City Clerk

City Attorney, Approved as to form and legality:

ITEM 7.G

Piggyback Agreement for Rapid Response Infrastructure Services

Request

Request approval to piggyback an existing contract between the City of Orlando and Cathcart Construction Company, Florida, LLC (Contract # 20260067) for Rapid Response Infrastructure Construction Services, under the same terms and conditions, for use on City of Kissimmee infrastructure projects.

Explanation

To efficiently procure construction services for projects requiring rapid response or emergency repair, the City of Kissimmee proposes to utilize a piggyback procurement method by adopting a competitively solicited agreement between the City of Orlando and Cathcart Construction Company, Florida, LLC. This method is authorized under Chapter 287, Florida Statutes, and Section 4.3.1.1 of the City's Purchasing Code, which permits intergovernmental cooperative purchasing when deemed in the City's best interest.

The City of Orlando's contract (RFQu24-0024), executed on February 10, 2024, remains in effect through February 10, 2027, and may be extended if renewed by the City of Orlando. This piggyback approach will save significant time by eliminating the need for a separate solicitation process, improve administrative efficiency by allowing faster deployment of services, and provide reliability by contracting with a vendor that has already been vetted and is actively performing similar work for another municipality.

The scope of work and contract terms are consistent with the City of Kissimmee's infrastructure needs for emergency and small-scale rapid-response construction services. Staff has reviewed the contract and confirmed that piggybacking this agreement is advantageous and aligns with City policy.

Recommendation

Approval to piggyback the existing agreement between the City of Orlando and Cathcart Construction Company, Florida, LLC for Rapid Response Infrastructure Construction Services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Agreement between City of Kissimmee and Cathcart Construction Company, Florida, LLC.

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND
CATHCART CONSTRUCTION COMPANY-FLORIDA, LLC**

THIS AGREEMENT is made this 18th day of November, 2025 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter “**CITY**” and **CATHCART CONSTRUCTION COMPANY-FLORIDA, LLC**, a Limited Liability Company authorized to do business in the State of Florida, hereinafter “**CONTRACTOR**,” collectively hereinafter referred to as “**PARTIES**,” and each represents as follows:

WITNESSETH

WHEREAS, the CITY desires to retain the services of a competent and qualified contractor to provide Rapid Response Infrastructure Construction; 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, pursuant to 4.3.1.1 of the City’s Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, pursuant to a competitive bidding (Bid No.: RFQu24-0024) and selection process, the City of Orlando, a political subdivision of the State of Florida awarded the bid to, **CATHCART CONSTRUCTION COMPANY-FLORIDA, LLC**; and

WHEREAS, the City of Orlando, Florida, as a Lead Public Agency, subsequently entered into an Agreement on February 10, 2024, which is attached hereto as **Exhibit “A”** and incorporated herein (hereinafter referred to as “**MASTER AGREEMENT**”); and

WHEREAS, CITY has determined that the specifications in the solicitation by the City of Orlando are similar in nature to the services 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 **CONTRACTOR**.

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:

SECTION 1. RECITALS. The foregoing recitals are true and correct and specifically incorporated herein.

SECTION 2. TERM. The term of this Agreement shall begin upon execution and continue through February 10, 2027, the date of expiration of the **MASTER AGREEMENT**. This Agreement may be extended if the **MASTER AGREEMENT** is extended.

SECTION 3. CONTRACT PROVISIONS. The Parties agree that the terms and conditions of the MASTER AGREEMENT entered into by the City of Orlando, Florida and CONTRACTOR are binding to the Parties, unless otherwise agreed to herein.

SECTION 4. PRODUCTS AND PRICING. The CITY shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the CITY'S receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

SECTION 5. NOTICE. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attn: Ashley L. Willis, P.E.
101 Church Street
Kissimmee, FL 34741

CONTRACTOR: Cathcart Construction Company-Florida, LLC
Attn: Ryan Whitmer
1056 Willa Springs Dr.
Winter Springs, FL 32708

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 7. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 8. CONFLICT. To the extent that any conflict shall arise between this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Agreement shall prevail.

SECTION 9. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 10. EMPLOYMENT VERIFICATION (E-VERIFY). In accordance with Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

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

SECTION 11. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 12. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 13. EQUAL OPPORTUNITY EMPLOYER. CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 14. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of CITY and shall be retained by CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of CITY. CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 15. PROJECT MANAGERS. CITY and CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by CONTRACTOR to serve as its Project Manager for this, Agreement, or any replacement thereof, is subject to prior written approval and acceptance of CITY. If CITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. CITY will notify CONTRACTOR, in writing, if the current CITY Project Manager is replaced by another individual.

A. CITY'S Project Manager's contact information is as follows:

Victor Mercado – Project Manager III
Phone: 689.339.2809 Email: victor.mercadovazquez@kissimmee.gov

Yurley Torres – Project Manager II
Phone: 689.332.6164 Email: Yurley.PerezTorres@kissimmee.gov

Ramy Kamal – Project Manager II
Phone: 407.518. 2273 Email: Ramy.Kamal@kissimmee.gov

Kevin Malone – Project Manager I
Phone: 321.624.6080 Email: kevin.malone@kissimmee.gov

City of Kissimmee
101 Church Street
Kissimmee, FL 34741

B. CONTRACTOR'S Project Manager's contact information is as follows:

Dan Richards – Project Manager

Phone: 352.536.4225 Email: Drichards@cathcartconstructioncompany.com

Ryan Whitmer – Operations Manager

Phone: 386.785.9198 Email: Rwhitmer@cathcartconstructioncompany.com

SECTION 16. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by CITY. CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should CONTRACTOR provide CITY with products and/or services not under this Agreement, CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency hurricane, tornado, flood, or other acts of God. CONTRACTOR's emergency response will be governed in accordance with the State of Florida Department of Management Services contract number 92121500-20-1, and the approved State of Florida Department of Management Services contract's emergency response bill rates.

SECTION 17. PUBLIC RECORDS. The CITY is a public agency subject to the Florida Public Records Law expressed in Chapter 19, Florida Statutes. Accordingly, to the extent that it is determined that CONTRACTOR is acting on behalf of CITY as provided under Section 119.011 (2), CONTRACTOR agrees to also comply with that law, specifically including to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY to perform the service.
2. If the City's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or provide CITY with access to inspect public records 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.
3. 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 CONTRACTOR does not transfer the records to the CITY.

4. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the contractor upon termination of the contract 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 systems of the CITY. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to a City's contract for services, CONTRACTOR shall provide the records to the CITY or allow the records to be inspected or copied within a reasonable time.
5. If CONTRACTOR does not comply with the City's request for records, such failure shall constitute a material breach, and the Contract shall terminate upon notice by the CITY.
6. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties under Florida Statutes §119.10.

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

SECTION 18. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If CITY determines, using credible information available to the public, that CONTRACTOR has submitted false certification, CITY shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and CITY may choose to terminate the Agreement at its sole discretion.

SECTION 19. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 20. INDEMNIFICATION. CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by CITY, caused by the acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. CONTRACTOR agrees to indemnify, defend and hold CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 21. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SECTION 22. ENTIRETY OF AGREEMENT. This Agreement, together with corresponding Exhibits and together with Master Agreement and RFP referenced herein and attached hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. In the event of a conflict between the provisions of this Agreement and either of the corresponding exhibits, the provisions of this Agreement control. 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.

[SIGNATURE PAGE TO FOLLOW]

NOTICE OF AWARD

Cathcart Construction Company-Florida, LLC

ATT: Matt Blanton

1056 Willa Springs Dr.

Winter Springs, FL 32708

Contractor

Effective Date: 1/9/2024

Project: **RFQu24-0024, Rapid Response Construction Services.**

Date of Bid Opening: **November 9, 2023**

You are hereby notified as of the date indicated above that you are the Successful Bidder on the Project noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you.

Enclosed are the following:

<u>No. Copies</u>	<u>Item</u>
3	Agreement Between City and Contractor
3	Certificates of Insurance or (Accord Form)
3	Notice of Award

Please take the following actions:

1. Execute Agreement.
2. Have your insurance company complete the Certificates of Insurance.
3. Return all 3 copies of documents enclosed no later than fifteen (15) days after the date indicated above to:

CITY OF ORLANDO

Attention: **Silvia Coste, CPP, Senior Purchasing Agent**

Procurement and Contracts Division

400 South Orange Avenue, 4th Floor

Orlando, Florida 32801

We will return a fully executed copy of the contract document to you along with a Notice to Proceed.

BY OWNER:

City of Orlando

Procurement & Contract Division

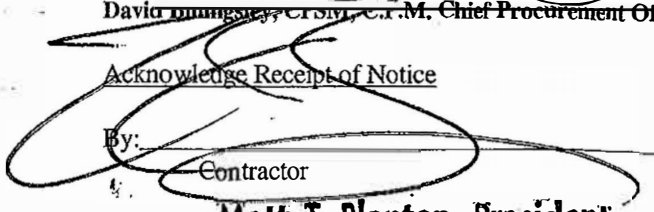
400 South Orange Avenue 4th Floor

Orlando, FL 32801

By: 

David Jennings, CFSM, C.P.M., Chief Procurement Officer

Acknowledge Receipt of Notice

By: 

Contractor

Title: **Matt T. Blanton, President**

Date: 1/11/24

AGREEMENT

THIS AGREEMENT is dated as of the 10 day of February in the year 2024 by and between the City of Orlando, Florida ("CITY") and Cathcart Construction Company-Florida, LLC ("CONTRACTOR").

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

The Term of this agreement is for an initial three-year (3) term, with two (2) one (1) year renewals for a total of five (5) years.

ARTICLE 1. WORK (INFRASTRUCTURE)

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Rapid Response Repair for City-Wide Underground Utilities, Roads and Drainage Wells.

More particularly, the Work consists of providing emergency or rapid response repairs to City-Wide underground utilities and drainage wells and includes three basic areas of work:

- A. **Above or ground repair:** external repair of above ground surface such as excavation and replacement of soil with compaction, roadway, striping, sodding, and miscellaneous reconstruction.
- B. **Underground Utilities:** General storm sewer, sanitary sewer, pumping station and pressurized Pipe repairs or replacement including all associated work to complete the job.
- C. **General Construction:** General construction services such as lift stations, roads, gravity sewer, pressurized pipe, wastewater treatment plant emergency repairs, sodding & seeding, clearing & grubbing, concrete work, small parks and equipment, above ground structures, demolition work, riprap, excavation and embankment, road restoration, parking lots, irrigation, structure rehabilitation and any other City's related construction project.

1.2 The CITY does not guarantee, warrant, or represent that any number or any particular type of project will be assigned to the CONTRACTOR under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any project that may be mutually agreed to by the parties. The CITY shall have the sole discretion to select the project(s), if any, that may be given to the CONTRACTOR, and such project(s) will be awarded to the CONTRACTOR by the CITY as a Change Order to this Agreement.

ARTICLE 2. ENGINEER

2.1 DESIGN ENGINEER as named in the Contract Documents is _____.

2.2 ENGINEER is the Director of Public Works.

If the CITY is using an agent to review the Application for Payment to assist the ENGINEER, the agent is identified as follows:

(Name)

(Address)

ARTICLE 3. CONTRACT TIME/TERMS

3.1 The provisions regarding Contract Time and Liquidated Damages will be set forward individually to any set project, also set forth in the Supplementary Conditions. The term of this contract is for an initial two years (24-months term) with the option to renew for three consecutive years (36-months) for a total of five years (60-months term).

ARTICLE 4. CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the prices indicated on the Bid Form.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments. CITY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Article 14 of the General Conditions.

5.1.1 Prior to completion of fifty percent (50%) of the Work (which shall be defined for purposes of this Article as the point when the CITY has paid the CONTRACTOR fifty percent (50%) of the Contract Price including approved Change Orders), progress payments will be in an amount equal to ninety-five percent (95%) of the Work completed, and the CITY will pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored on site, less in each case the aggregate of payments previously made. In no event shall payments for materials and equipment stored exceed ninety-five percent (95%) of the value of the related cost for the specific item of work shown in the breakdown of Contract Price regardless of the stated value of the materials or equipment. CITY may, at its sole option, pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the Work stored offsite if stored in a manner acceptable to CITY, as stated above for on-site stored materials. When payment to CONTRACTOR is made for stored materials and equipment, CONTRACTOR shall submit invoices marked paid by the supplier with the next month's request for payment to document that CONTRACTOR has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented. The CONTRACTOR shall provide the consent of the Surety with each pay application.

5.1.2 Upon completion of fifty percent (50%) of the Work, progress payments will be in the amount equal to ninety-five percent (95%) of the Work completed, and the CITY will pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored on site, less in each case the aggregate of payments previously made. In no event shall payments for materials and equipment stored exceed ninety-five percent (95%) of the value of the related cost for the specific item of work shown in the breakdown of Contract Price regardless of the stated value of the materials or equipment. CITY may, at its sole option, pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the Work stored offsite if stored in a manner acceptable to CITY, as stated above for on-site stored materials. When payment to CONTRACTOR is made for stored materials and equipment, CONTRACTOR shall submit invoices marked paid by the supplier with the next month's request for payment to document that CONTRACTOR has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented. The CONTRACTOR shall provide the consent of the Surety with each pay application.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.9.1 of the General Conditions, CITY shall pay the remainder of the Contract Price as provided in said paragraph 14.9.1.

5.3. Living Wage. CONTRACTOR, as well as its Subcontractors at all tiers, shall pay to all of their employees providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision and the CONTRACTOR shall allow the CITY to audit (at CONTRACTOR's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from

future CITY contracts at the sole option of the CITY.

5.4. Responsible Contractor's Policies.

5.4.1. The CONTRACTOR, when paying its workers on this Project, shall pay such workers an hourly wage, based on classification for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage"). Additionally, CONTRACTOR shall provide said workers with health benefits. CONTRACTOR may satisfy this health benefits requirement by providing to its workers on this project either 1) health benefits through a bona fide program or 2) by increasing the hourly wage by 20%. Evidence of the existence of a bona fide health benefits program must be submitted to the City with the bid at the time of bid opening. The City, in its sole discretion, will determine whether a bona fide health benefits program is acceptable to the City. Payment of the appropriate wages must be documented in CONTRACTOR'S progress payment applications by the submission of certified payrolls by CONTRACTOR for the duration of this Agreement. Moreover, CONTRACTOR shall require compliance with these provisions for health benefits, Davis-Bacon hourly wages and certified payrolls by **all** Subcontractors at every tier, and CONTRACTOR will be held responsible for compliance by any Subcontractor or lower tier Subcontractor. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that no hourly wage paid on this project by the CONTRACTOR and Subcontractors will be less than the living wage referenced in this Agreement.

5.4.2. The CONTRACTOR and Subcontractors at all tiers shall each classify all of their workers as either independent contractors or employees in accordance with the requirements of Laws and Regulations. Workers who are employees as defined by Laws and Regulations shall not be classified as independent contractors. The CONTRACTOR and Subcontractors shall each provide written notice to their workers classified as independent contractors of their classification status within seven (7) days after contract award or within seven (7) days of hiring if hired subsequent to contract award. Documentation demonstrating compliance with this requirement for each worker classified as an independent contractor shall be submitted by the CONTRACTOR with its first Application for Payment. For those workers classified as independent contractors hired after submittal of the first Application for Payment, documentation demonstrating compliance with this requirement shall be provided with the first Application for Payment submitted subsequent to the worker's hiring.

5.4.3 The CONTRACTOR and Subcontractors at all tiers shall each use the E-verify internet-based system operated by the United States Department of Homeland Security to verify that all of their workers performing labor on the Project are eligible to work in the United States. Documentation of E-verify confirmation for each worker shall be submitted by the CONTRACTOR with the first Application for Payment, or for those workers hired after submittal of the first Application for Payment, with the first Application for Payment submitted subsequent to the worker's hiring.

5.4.4 The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor policies at designated locations on the Project site as required by the Contract Documents.

ARTICLE 6. [RESERVED]

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, and with all local conditions and federal, state and local laws, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has carefully studied all reports of investigations and tests of subsurface and latent physical conditions of the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between CITY and CONTRACTOR and are made a part hereof consist of, but are not limited to the following:

- 8.1 This Agreement.
- 8.2 Certificates of Insurance (including endorsements) and Certification of CONTRACTOR's Bona Fide Health Benefits Program.
- 8.3 Payment Bond and Performance Bond (or Public Construction Bond as required by the Contract Documents).
- 8.4 Notice of Award.
- 8.5 General Conditions.
- 8.6 Supplementary Conditions.
- 8.7 Federal Contract provisions (if applicable)
- 8.8 Specifications **RFQu24-0024 Rapid Response Construction Services** consisting of the divisions as listed in table of contents hereof.
- 8.9 Drawings, as listed in the Index of Drawings.
- 8.10 Addenda numbers 2 to 2 , inclusive.
- 8.11 CONTRACTOR's Bid (including documentation accompanying the bid and documentation prior to Notice of Award).
- 8.12 Any Modification, including Change Orders and Field Orders, duly delivered after execution of Agreement.
- 8.13 Invitation for Bid, Instruction to Bidders, Bid Bond and Affidavit of Non-collusion, Proposal, Notice to Proceed, MBE/WBE Affidavit and Responsible CONTRACTOR's Policy Affidavit.
- 8.14 Forms listed on page 00900-1.
- 8.15 Special Provisions.
- 8.16 General Requirements.

The Contract Documents may only be altered, amended, or repealed by a Modification as defined in the General Conditions.

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

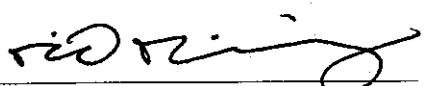
9.2 No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any action taken by the Public Works Director may also be taken by the Chief Procurement Officer of the City of Orlando.

IN WITNESS WHEREOF, the parties hereto have signed 3 copies of this Agreement. At least one counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Document have been signed or identified by CITY and CONTRACTOR.

CITY OF ORLANDO, FLORIDA

By: 

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer, City of Orlando

(CORPORATE SEAL)

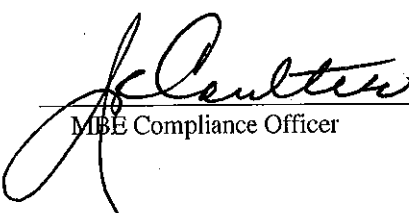
Address for giving notices:

400 South Orange Avenue
Orlando, Florida 32801

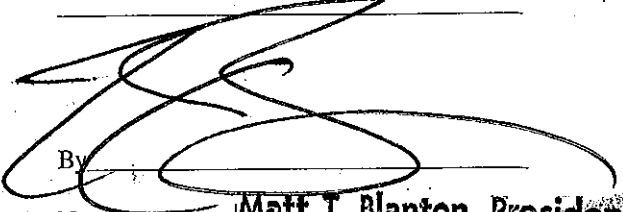
APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City
of Orlando, Florida only

January 19, 2024
Phil Burke

Assistant City Attorney
Orlando, Florida


MBE Compliance Officer

CONTRACTOR

Cathcart Construction Company-Florida LLCBy: 

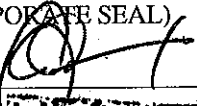
Name

Matt T. Blanton, President

(Type)

Title **Matt T. Blanton, President**

(CORPORATE SEAL)

Attest: 

Title

John Cathcart, CEO/SEC

Address for giving notices:

Cathcart Construction Company-Florida, LLC**1056 Willa Springs Drive****Winter Springs, FL 32708**

Florida State Contractor's

License No.

CGC 051005
CVC 057230

Agent for service of process:

Matt T. Blanton, President

Name

Cathcart Construction Company-Florida, LLC

Street Address

1056 Willa Springs Drive**Winter Springs, FL 32708**

City, State and Zip

CERTIFICATE OF INSURANCE

DESCRIPTION OF CONTRACT: RFQu24-0024, Rapid Response Construction Services.

Type of Insurance: WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY that the following numbered policies have been issued by the below-stated company in conformance with the limits and requirements as set forth in the General Conditions and Supplementary Conditions.

The Company shall give at least 30 days' written notice by certified mail to the CITY, DESIGN ENGINEER, and ENGINEER prior to any material change, reduction of coverage or cancellation of said policy.

POLICY NUMBER

0830-53545

EXPIRATION DATE

04/07/2024

LIMITS OF LIABILITY

Statutory Limits Under the Laws of the State of Florida

Cathcart Construction Company - Florida, LLC

Name Insured (Contractor)

1056 Willa Springs Drive

Street Address

Winter Springs, FL 32708

City/State/Zip

Bridgefield Employers Ins Co

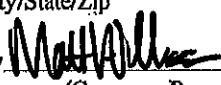
Insurance Company

PO Box 988

Street Address

Lakeland, FL 33802

City/State/Zip

By 
(Company Representative)

Name Matthew Williamson

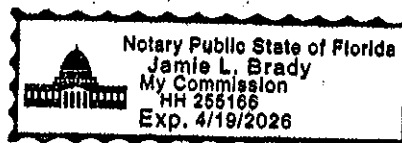
Title Agent

State of Florida)County of Orange)

On this 15th day of January, 2024, before me personally came Matthew Williamson who is personally known to me or who has produced his/her Provers Licence as identification, did say that he/she is an authorized representative of the Bridgefield Employers Insurance and acknowledged to me that he/she executed the within instrument on behalf of said insurance company and was duly authorized so to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

NOTARIAL SEAL

Jamie Brady
Notary PublicMy Commission Expires: 04/19/2026

Insurance Company Agent for Service
of Process in Florida

Matthew Williamson

Name

498 S. Lake Destiny Drive Suite 200

Street Address

Orlando, FL 32810

City/State/Zip

() 407-310-2023

Telephone

LRA Insurance

Agency

498 S. Lake Destiny Dr Suite 200

Street Address

Orlando, FL 32810

City/State/Zip

() 407-838-3445

Telephone

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

NOTICE

If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

INSURANCE ENDORSEMENT**DESCRIPTION OF CONTRACT: RFQu24-0024, Rapid Response Construction Services.****Type of Insurance: WORKERS' COMPENSATION INSURANCE**This endorsement forms a part of Policy No. 0830-53545**ENDORSEMENT**

It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the CITY, the DESIGN ENGINEER, the ENGINEER, and their consultants, and each of their directors, officers, agents, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above referenced contract.

This endorsement does not increase the Company's total limits of liability.

Cathcart Construction Company - Florida, LLC

Name Insured (Contractor)

1056 Willa Springs Drive

Street Address

Winter Springs, FL 32708

City/State/Zip

Bridgefield Employers Ins Co

Insurance Company

PO Box 988

Street Address

Lakeland, FL 33802

City/State/Zip

By Matthew Williamson

(Company Representative)

Name Matthew WilliamsonTitle Agent

STATE OF Florida)COUNTY OF Orange)

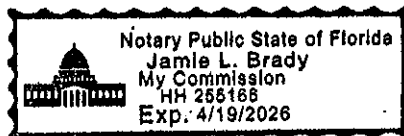
On this 15th day of January, 2024, before me personally came Matthew Williamson who is personally known to me or who has produced his/her Drivers License as identification, did depose and say: that he/she is an authorized representative of the Bridgefield Employers Insurance and acknowledged to me that he/she executed the within instrument on behalf of said insurance company and was duly authorized to do so.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Jamie Brady
Notary Public

NOTARIAL SEAL

My Commission Expires:

04/19/2026

NOTICE

If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

CERTIFICATE OF INSURANCE

DESCRIPTION OF CONTRACT: RFQu24-0024, Rapid Response Construction Services.

Type of Insurance: GENERAL LIABILITY INSURANCE

THIS IS TO CERTIFY that the following numbered policies have been issued by the below-stated company in conformance with the limits and requirements as set forth in the General Conditions and Supplementary Conditions and are in force at this time.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u> In Thousands (000)		
		<u>Each Occurrence</u>	<u>Aggregate</u>	
A. GENERAL LIABILITY				
TRA0975947	04/07/2024	Bodily Injury	\$	\$
		Property Damage	\$	\$
		Personal Injury	\$	\$
		-0-		
		Bodily Injury, Personal Injury and Property Damage Combined	\$ 1,000,000	\$ 2,000,000
B. AUTOMOBILE LIABILITY				
TRA0975947	04/07/2024	Bodily Injury (Each Person)	\$	\$
		Property Damage (Each Occurrence)	\$	\$
		-0-		
		Bodily Injury and Property Damage Combined	\$ 1,000,000	\$
		C. EXCESS LIABILITY		
TRA0975947	04/07/2024	Bodily Injury and Property Damage Combined	\$ 5,000,000	\$ 5,000,000

SEPARATE CERTIFICATE IS REQUIRED FOR EACH INSURANCE COMPANY PROVIDING COVERAGE.

This certificate and verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

The Company shall give at least thirty (30) days' written notice by certified mail to the CITY, DESIGN ENGINEER, and ENGINEER prior to any material change, reduction of coverage or cancellation of said policy.

Cathcart Construction Company - Florida, LLC

Name Insured (Contractor)

1056 Willa Springs Drive

Street Address

Winter Springs, FL 32708

City/State/Zip

Westfield Insurance Company

Insurance Company

One Park Circle

Street Address

Westfield Center, OH 44251

City/State/Zip

By Matthew Williamson

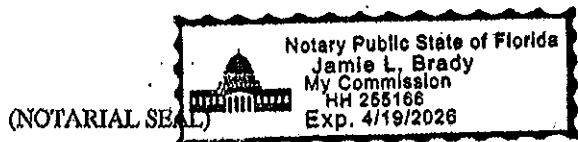
(Company Representative)

Name Matthew WilliamsonTitle Agent

STATE OF FloridaCOUNTY OF Orange

On this 15th day of January, 2024, personally came Matthew Williamson who is personally known to me or who has produced Driver's License as identification, did depose and say that he/she is an authorized representative of the Westfield Insurance and acknowledged to me that he/she executed the within instrument on behalf of said insurance company and was duly authorized so to do.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.



Jamie Brady
Notary Public

My Commission Expires:
04/19/2026

Insurance Company Agent for Service
of Process in Florida

Matthew Williamson

Name

498 S. Lake Destiny Dr Suite 200

Street Address

Orlando, FL 32810

City/State/Zip

407-310-2023

Telephone Number

LRA Insurance

Agency

498 S. Lake Destiny Dr Suite 200

Street Address

Orlando, FL 32810

City/State/Zip

407-838-3445

Telephone Number

NOTICE:

If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in Florida and have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

INSURANCE ENDORSEMENT**DESCRIPTION OF CONTRACT: RFQu24-0024, Rapid Response Construction Services.****Type of Insurance: COMPREHENSIVE GENERAL LIABILITY INSURANCE**This endorsement forms a part of Policy No. TRA0975947**ENDORSEMENT**

The CITY, the DESIGN ENGINEER, the ENGINEER, and their consultants and each of their directors, officers, agents, and employees are included as additional insureds under said policies but only while acting in their capacity as such and only as respect to operations of the named insured, his contractors, any subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the above-referenced contract. This insurance shall not apply to the negligent party if the loss or damage is ultimately determined to be the result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawing, opinions, reports, surveys, designs, or specifications) of one of more of the aforesaid additional insureds. The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or prorated by the existence of such other insurance.

This endorsement does not increase the Company's total limits of liability.

Cathcart Construction Company - Florida, LLC

Name Insured (Contractor)

1056 Willa Springs Drive

Street Address

Winter Springs, FL 32708

City/State/Zip

Westfield Insurance Company

Insurance Company

One Park Circle

Street Address

Westfield Center, OH 44251

City/State/Zip

By Matthew Williamson

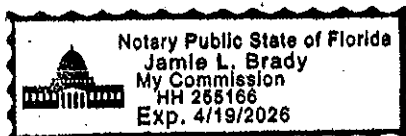
(Company Representative)

Name Matthew WilliamsonTitle Agent

STATE OF FloridaCOUNTY OF Orange

On this 15th day of January, 2024, personally came Matthew Williamson Drivers License as identification, did depose and say: that he/she is an authorized representative of the Westfield Insurance and acknowledged to me that he/she executed the within instrument on behalf of said insurance company and was duly authorized so to do.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.



(NOTARIAL SEAL)

Jamie Brady
Notary Public

My Commission Expires:

04/19/2026

NOTICE:

If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

Insureds must be authorized to do business and have an agent for service of process in Florida and have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2024

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 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 LRA Insurance P.O. Box 948173 Maitland FL 32794 INSURED Cathcart Construction Company - Florida, LLC 1056 Willa Springs Drive Winter Springs FL 32708		CONTACT NAME: Jeffrey Larson PHONE (A/C, No, Ext): (407) 838-3445 E-MAIL ADDRESS: jlarson@lrainsurance.com FAX (A/C, No): (407) 838-3460 INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: Bridgefield Employers Ins Co INSURER C: Fair American Select Insurance Company INSURER D: Westchester Surplus Lines Ins Co INSURER E: INSURER F:	NAIC # 24112 10701 15201 010172
---	--	--	--

COVERAGES**CERTIFICATE NUMBER: 23-24****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	TRA0975947	4/7/2023	4/7/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☒ CLAIMS-MADE ☒ OCCUR						\$ 150,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COM/OP AGG	\$ 2,000,000
	OTHER:							\$
A	☒ AUTOMOBILE LIABILITY	☒	☒	TRA0975947	4/7/2023	4/7/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	☒ HIRED AUTOS						BODILY INJURY (Per accident)	\$
	☒ SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
A	☒ UMBRELLA LIAB	☒	☒				PIP-Basic	\$ 10,000
C	☒ EXCESS LIAB	☒	☒	TRA0975947 - Umbrella	4/7/2023	4/7/2024	EACH OCCURRENCE	\$ 5,000,000
	DED ☒ RETENTION \$ 0			CSX-8000253-00 - Excess	5/19/2023	5/19/2024	AGGREGATE Excess Liability over Umbrella	\$ 5,000,000
								\$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	0830-53545	4/7/2023	4/7/2024	☒ 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
D	Pollution			G4682765A 007	10/20/2023	10/20/2024	Each Occurrence/Aggregate	\$2M ea/\$4M agg
A	Inland Marine			TRA0975947	4/7/2023	4/7/2024	Rented/Leased Equipment	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQu24-0024, Rapid Response Construciton Services

Certificate holder is included as additional insured with respects to the General Liability and Auto Liability coverage where required by written contract. Coverage is issued on a Primary & Non-Contributory basis. Waiver of Subrogation is included in favor of the certificate holder with regards to the Workers Compensation, Auto Liability & General Liability coverage. Umbrella follows form. 30-day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Orlando
Procurement & Contrcat Division
400 S Orange Ave
4th Floor
Orlando, FL 32801

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

B Williamson/JLARSO

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

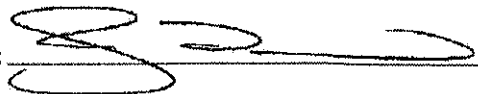
Date Prepared: February 7, 2023

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: April 7, 2023

Policy Number: 830-53545

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Cathcart Construction Company - Florida, LLC

WC 00 03 13 (Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
 - Reasonable force
- B. Liquor Liability Coverage Extension**
- C. Non-Owned Watercraft**
 - Increased to 60 feet
- D. Non-Owned Aircraft**
- E. Damage To Property - Borrowed Equipment**
- F. Damage To Premises Rented To You**
- G. Personal And Advertising Injury**
 - Contractual Personal and Advertising Injury
 - Exclusions
- H. Supplementary Payments**
 - Bail Bonds - \$2,500
 - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status**
 - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
 - Managers or Lessors of Premises
 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened**
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
 - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence**
- L. Other Insurance Condition Amended**
- M. Unintentional Failure To Disclose Hazards**
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. Liberalization**
- P. Definitions**
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE**

A. BODILY INJURY AND PROPERTY DAMAGE

exclusion a. is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a)** is replaced with the following:

- (a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft**, the following is added:

- (6) An aircraft you do not own provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions**, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Item 2. Exclusions e. Contractual Liability is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item 2. Exclusions:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through f. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **6. Representations**, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item **3.** is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item **9.** is deleted and replaced with the following:

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item **14**, the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Cathcart Construction Company - Florida, LLC

Endorsement Effective Date: 04/07/2023

SCHEDULE

Name of Person(s) or Organization(s):

Blanket where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Cathcart Construction Company - Florida, LLC

Endorsement Effective Date: 04/07/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ITEM 7.H

Approval to Adjust the Fiscal Year 2024-2025 Budget

Request

This request is for Commission approval to adjust the budget for fiscal year 2024-2025 due to line-item variances in certain department budgets.

Explanation

As detailed in the attached spreadsheet, several budget adjustments must be made to properly report expenditure budgets for the fiscal year ended September 30, 2025.

In the ARPA fund, expenditures in excess of \$271,535 were made for transfers of interest revenue related to the General Fund. Revenues will also be adjusted.

Local Option Sales Tax fund will be adjusted to cover payment of \$2,961,093 to debt service; This amount will be adjusted from fund reserves.

In the Utility Tax fund, a budget adjustment of \$112,785 is necessary to account for additional transfers of revenues to the General Fund. Budget revenues will also be adjusted.

Downtown CRA fund will be adjusted to cover payment of \$848,408 to debt service; this amount will be adjusted from reserves.

Debt Service fund will be adjusted to cover \$19,246,412 debt service entry. Revenues will also be adjusted.

Stormwater fund will be adjusted to cover a shortfall of \$28,514 in transfers to the General fund based on revenues received. Revenues will also be adjusted.

Airport Fund will be adjusted to cover additional expenditures in excess of \$68,878. The adjustment will be from additional revenues received.

Central Service Fund will be adjusted \$225,582 for additional expenditures in the Fleet Maintenance division; the adjustment will be from reserves.

Self-Insurance fund will be adjusted to cover the shortfall of \$539,720 in additional operating expenditures during the fiscal year. This amount will be adjusted with additional revenues received.

Health-Insurance fund will be adjusted to cover the shortfall of \$1,167,591 in health claims due to larger than normal claims during the fiscal year. This amount will be adjusted with additional revenues received.

Recommendation

Staff recommends the Commission approve the necessary adjustments to the budget for 2024-2025 as detailed in the attached document.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Finance

Presenter:

Attachment(s):

1. 2024-2025 Budget Adjustments

City of Kissimmee
Budget Adjustments
FY 2024-2025

Fund/Department	Net Overage	Explanation
ARPA Fund:		
City Manager	\$ 271,535	¹ To cover additional interest transfers to General Fund
Local Option sales Tax Fund:		
Fire	\$ 2,961,093	² To cover debt service payment
Utility Tax Fund:		
Public Works	\$ 112,785	³ Transfer based on revenues received
Downtown CRA Fund:		
CRA Downtown	\$ 848,408	⁴ To cover debt service payment
Debt Service Funds:		
Public Works	\$ 19,246,412	⁵ To cover debt service payment and transfers of new debt
Stormwater Fund:		
Public Works	\$ 28,514	⁶ To cover additional transfers to General Fund
Airport Fund:		
Airport	\$ 68,878	⁷ To cover shortfall for additional operating expenditures
Central Service Fund:		
Fleet Maintenance	\$ 225,582	⁸ To cover shortfall for additional operating expenditures
Self-Insurance Fund:		
Huma Resources	\$ 539,720	⁹ To cover shortfall for additional operating expenditures
Health Insurance Fund:		
Huma Resources	\$ 1,167,591	¹⁰ To cover shortfall for additiona claim and operating expenditures

¹ Budget revenues will be adjusted and reserves	\$ 271,535
² Monies will be transferred from reserves	\$ 2,961,093
³ Budget revenues will be adjusted	\$ 112,785
⁴ Monies will be transferred from reserves	\$ 848,408
⁵ Budget revenues will be adjusted	\$ 19,246,412
⁶ Budget revenues will be adjusted	\$ 28,514
⁷ Budget revenues will be adjusted	\$ 68,878
⁸ Monies will be transferred from reserves	\$ 225,582
⁹ Budget revenues will be adjusted	\$ 539,720
¹⁰ Budget revenues will be adjusted	\$ 1,167,591

ITEM 7.I

Accept Patrol K-9 from the Plantation Police Department for \$1.00

Request

Approval for Chief of Police to execute an agreement (contract #20260077) to accept Canine Ali, who is a Patrol dog from Plantation Police Department.

Explanation

The City of Plantation Police Department is interested in selling (\$1.00) a police K-9 to an agency in need of one. K-9 Ali is a nearly two (2) year old Belgian Malinois mix who is trained in criminal apprehension. K-9 Ali nearly completed his FDLE certification course. However, the Plantation Police Department no longer has a handler for Ali.

Officer Bradley Wheeler and K-9 Trainer Izzy Yma traveled to Plantation, Florida and assessed K-9 Ali. Both agreed that K-9 Ali would be a great addition to the Kissimmee Police Department K-9 Team.

Recommendation

Approval for Chief of Police to execute an agreement to accept Canine Ali, who is a Patrol dog from Plantation Police Department.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter: Charles Broadway

Attachment(s):

1. (S) K9 Ali Transfer Agreement, Plantation Police Department Florida

AGREEMENT

This Agreement is made this _____ day of _____, 20 ____ by and between the CITY OF PLANTATION, FLORIDA, hereinafter referred to as "City", and _____, hereinafter referred to as "Transferee" (collectively, the "Parties").

WHEREAS the City, through its Police Department is desirous of transferring a canine purchased for the City's K-9 program, the canine being identified as follows: K-9 Ali (the "Dog"); and

WHEREAS, Transferee is desirous of keeping and assuming full responsibility and ownership for the Dog; and

WHEREAS, it is in the best interests of the Parties to transfer the K-9 to the Transferee.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein expressed and the faithful performance of all such covenants and conditions and for \$1.00 and other valuable goods considering the receipt of sufficiency of which is hereby acknowledged, the undersigned City and Transferee do mutually agree as follows:

1. The above recitations are hereby incorporated into and made a part of this Agreement.
2. The City hereby transfers the Dog to Transferee, and all right, title, interest, and ownership in the Dog is hereby vested in Transferee.
3. Transferee understands and agrees that Transferee hereinafter is the sole and exclusive owner of the Dog, and that the City relinquishes all rights to the Dog.
4. Transferee hereby accepts the Dog "as is" and the City makes no representations regarding the Dog's health, fitness, disposition or training.
5. The Transferee is fully aware of the nature of the training that the K-9 has received and the nature of the work that he performed during the period of ownership by the City and understands the need to provide him with suitable shelter and reasonable surroundings in keeping with his training and work experience.
6. Transferee agrees to defend, hold harmless and indemnify the City, its Councilmembers, directors, officers, agents and employees, in and from any action or claim arising out of this Agreement or the possession or subsequent ownership of the Dog. Transferee accepts full responsibility and also agrees to indemnify and hold harmless the City, its Councilmembers, directors, officers, agents, and employees, for any alleged injury or damage to any person or property that may occur or be caused by the Dog after the transfer, including reasonable costs of defending such claims. The provisions of this Section 6 shall survive any termination or expiration of this Agreement.
7. Transferee also hereby accepts full financial responsibility of the care and maintenance of the Dog, including but not limited to food, emergency and routine veterinarian-related expenses, licensing, preventative maintenance and the like.
8. Transferee shall be responsible for completing and filing any necessary forms or reports with any agency required to be filed to evidence Transferee's ownership of the Dog.
9. This Agreement shall be made effective as of the date the last of the Parties have executed same.
10. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.
11. Binding Authority. Each person signing this on behalf of either party individually warrants that they have full legal power to execute this Agreement on behalf of the party for whom they are signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
12. Waiver of Jury Trial. The Parties hereby waives trial by jury in any action, proceeding or counterclaim brought by any party against another party on any matter arising out of or in any way connected with this Agreement. The provisions of this Section 12 shall survive any termination or expiration of this Agreement.

13. Counterparts and Execution. The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
14. By signing below, Transferee affirms that Transferee has carefully read and understands this Agreement, and that Transferee has been given the opportunity to have the attorney of Transferee's choice review this Agreement.

CITY OF PLANTATION

TRANSFEEEE

BY: _____
Chief Administrative Officer

BY: _____
NAME:

Date: _____

APPROVED AS TO FORM:

City Attorney

ITEM 7.J

Approval to Adjust the Federal Law Enforcement Fund Reserves for Fiscal Year 2025-2026 Budget

Request

This request is for Commission approval to adjust the Federal Law Enforcement Funds Reserves for the Fiscal Year 2025-2026 Budget.

Explanation

During fiscal year-end cleanup, staff noticed an adjustment needed to be made to more accurately reflect available reserves. After research of all related accounts, it was determined that the Federal Law Enforcement Fund needs a budget adjustment to reflect reserves of approximately \$237,825.

Recommendation

Staff recommends the Commission approve the necessary adjustment of FLET Reserves to the budget for 2025-2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

None

ITEM 8.A

Advisory Board Vacancies: Board of Adjustment, Planning Advisory Board and Affordable Housing Advisory Committee

Request

The Commission is requested to make an appointments to fill a vacancies on the Board of Adjustment, Planning Advisory Board and Affordable Housing Advisory Committee.

Explanation

Board of Adjustment Member Raymond Sanchez has resigned from the board due to a recent appointment to the Planning Advisory Board and to prevent a dual office holding. The new appointee will serve a three-year term. The vacancy requires the candidate to be a City resident or, may be a non-resident who either owns real property or maintains a business office within the City.

Planning Advisory Board Member, Diana Marrero-Pinto has notified the City that she no longer wishes to serve and has resigned from the board. The new appointee will serve a three-year term. The vacancy requires the candidate to be a City resident or, may be a non-resident who either owns real property or maintains a business office within the City.

Affordable Housing Advisory Committee member Jesse Boyd has notified the City that he is no longer able to serve and has resigned from the committee. The new appointee will serve a three-year term. The applications received qualify for the committee through multiple open categories as defined by the Local Housing Assistance Plan (LHAP).

Attached are the pre-approved applications for commission consideration.

Recommendation

Appoint new members to fill open vacancies on the Board of Adjustment, Planning Advisory Board and the Affordable Housing Advisory Committee.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. (AHAC) Applicant - Bryant Coleman (City Resident)
2. (AHAC) Applicant -John Rivera (Banking or Motgage Industry)
3. (AHAC) Applicant - Shawn Tan (Banking or Mortgage Industry)
4. (AHAC and PAB) Applicant - Javin Lopez (City Resident)
5. (AHAC, BOA and PAB) Applicant - Glennisha Bras (City Resident)
6. (BOA and PAB) Applicant - Kimberly Lawrence (City Resident)
7. (BOA and PAB) Applicant - Vera Wilkerson (City Resident)
8. (BOA and PAB) Applicant - Brandon Mangual (City Resident)
9. (BOA and PAB) Applicant - Minette Elias (Maintains Business In The City)

Advisory Board Application



Submitted on	2 November 2025, 12:21PM
Receipt number	125
Related form version	12

Applicant Information

First Name	Bryant
Last Name	Coleman
Street Address	4311 W Vine
City	Kissimmee
State	Florida
Zip Code	34744
Phone	7735124658
Email	bryantqc@yahoo.com
Name of Employer	Walt Disney World
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?	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
Board of Adjustment
Planning Advisory Board

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.

MetroPlan CAC, Kissimmee School of Government, Osceola County Board of Adjustment.

Please list any special skills or certifications?

Honest, Humble and willing to learn new things.

Please attach your resume or proof of qualification and/or licenses.

[Bryant Coleman New Resume.docx](#)

Demographics & Certifications

Are you a member of any of the following minority groups?

Black or African American

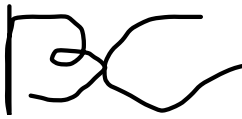
What is your gender?

Male

Are you physically disabled?

No, I am not physically disabled

Signature



[Link to signature](#)

Bryant Coleman

2115 Lepic Lane | Kissimmee, FL, 34744 | Bryantqc@yahoo.com | 773-512-4658 |

PROFESSIONAL SUMMARY

Dedicated political organizer and advocate with nearly a decade of experience in political campaigns, labor organizing, and community engagement. Proven track record in lobbying for workers' rights, organizing large-scale political actions, and facilitating support for furloughed workers during crises. Skilled in government relations, public policy, and community leadership.

EXPERIENCE

UniteHere Local 737 – Orlando, FL

Deputy Campaign Manager

2018 – 2020

- Led and coordinated political campaigns to support workers' rights and labor-friendly candidates.
- Engaged in lobbying efforts at the State Capitol in 2018 to secure better working conditions for hospitality workers.
- Organized food drives for furloughed workers during the COVID-19 pandemic.
- Assisted Disney workers in securing unemployment benefits in 2020.

Volunteer Political Organizer

2015

- Advocated for Disney workers as part of a successful campaign to raise wages to \$15 per hour through collective bargaining.

Political Action & Advocacy

2018 – 2021

- Participated in a variety of political actions supporting labor unions and workers' rights.
- Assisted in Georgia State Senator Raphael Warnock's campaign to help flip the U.S. Senate to Democratic control.

Osceola Democratic Executive Committee – Osceola County, FL

Corresponding Secretary

2022 – Present

- Oversee communication efforts for the committee, ensuring timely updates and information sharing with members and the public.

Democrats of St. Cloud – St. Cloud, FL

Vice President

2022 – Present

- Assisted in strategic planning and organizing local Democratic efforts and voter outreach campaigns.

Osceola Board of Adjustment – Osceola County, FL
Chairman

2022 – Present

- Lead and oversee board meetings to evaluate zoning and land use adjustment requests in the county.

MetroPlan Citizen Advisory Committee – Orlando, FL Member

2022 – Present

- Provide citizen input on transportation planning and infrastructure development in the region.

EDUCATION

Kissimmee School of Government – Kissimmee, FL
Graduate

2024

John A Logan College – Carbondale, IL

Internships at Walt Disney World

2005 & 2008

SKILLS

- Labor and Political Organizing
- Public Policy Advocacy
- Event Planning & Coordination
- Communication & Public Speaking
- Community Leadership
- Lobbying & Legislative Relations
- Voter Outreach & GOTV Campaigns

CERTIFICATIONS / AFFILIATIONS

- Osceola Democratic Executive Committee, Corresponding Secretary
- Democrats of St. Cloud, Vice President
- Chairman, Osceola Board of Adjustment
- MetroPlan Citizen Advisory Committee, Member

Feel free to contact me for any additional details.

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](#)

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](#)

Advisory Board Application



Submitted on	4 November 2025, 10:58AM
Receipt number	133
Related form version	12

Applicant Information

First Name	Javin
Last Name	Lopez
Street Address	2156 Marisol loop
City	Kissimmee
State	Fl
Zip Code	34743
Phone	4078736606
Email	javin.lopez@gmail.com
Name of Employer	Avanti way
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?	Avanti way
Work Address	2400 ruddenstone way
Type of Business	Realtor
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	Javin Lopez P.A.
Street Address of Business Owned/Operated by Applicant	2400 ruddenstone way
City of Business Owned/Operated by Applicant	Kissimmee

State of Business Owned/Operated by Applicant	Fl
Zip Code of Business Owned/Operated by Applicant	34744

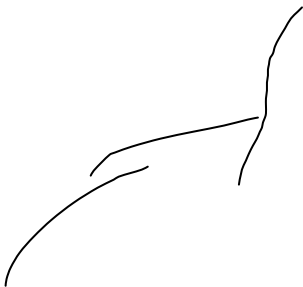
Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Planning Advisory Board
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.	Board of Director at Osceola realtors
Please list any special skills or certifications?	Familiar with land development Construction Zoning Bilingual
Please attach your resume or proof of qualification and/or licenses.	My project.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





Javin Lopez

Bilingual in English & Spanish

(407)

873-6606

FuturescapeMedia.com

Profil

Born and Raised from the city of Chicago Javin is a Negotiation Wizard that is dedicated to giving his clients full time professional service and honest advice, enabling his customers to make a sound financial decision in the sale and purchase of real estate. Acutely focused on customer service and network building Javin Promptly develops vital relationships needed to operate as an effective Estate Agent.

2013-Present

Berkshire Hathaway Home Services

2009-2016

Expedia inc

2001-2008

Wireless Retail

Sales Training

- Tom Hopkins
- Tim Grover
- Tony Robbins

Skills

- Creative Writing
- Time Management
- Sales management

Objective

To obtain employment where I can provide my customer service, time management and problem-solving skills. I am independent, self-motivated and amicable.

Advisory Board Application



Submitted on	4 November 2025, 9:57AM
Receipt number	132
Related form version	12

Applicant Information

First Name	Glennisha
Last Name	Bras
Street Address	2410 Braemar drive
City	Kissimmee
State	Florida
Zip Code	34743
Phone	6892789215
Email	glennishabras@gmail.com
Name of Employer	Corix
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?	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 Board of Adjustment Civilian Police Oversight Board Historic Preservation Advisory Board Parks & Recreation Advisory Board Pension Board - Fire Pension Board - General Employee Pension Board - Police Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	I want to serve on the Civilian Police Oversight Board because I believe effective oversight is not about opposition,it's about partnership and accountability that benefit both law enforcement and the community.
Why do you think you are a good fit for the Civilian Police Oversight Board?	I believe I'm a strong fit for the Civilian Police Oversight Board because I bring both leadership experience and a balanced perspective rooted in fairness, accountability, and community trust.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	While I have not yet served on an official board, I have been actively involved in community-focused activities that reflect my commitment to public service and accountability. My experience includes: • Community Outreach & Advocacy: Volunteering with local initiatives that support families, education, and youth development. • School and Parent Engagement: Assisting with homeschool and parent-led educational programs to promote equitable learning opportunities for children. • Public Safety & Civic Involvement: Participating in community discussions related to safety, fairness, and strengthening trust between residents and public institutions. • Faith and Service Projects: Supporting local faith-based events and community service drives focused on helping families in need. These experiences have given me a strong foundation in listening to diverse perspectives, understanding community concerns, and working collaboratively toward fair and constructive solutions,qualities that align closely with the mission of the Civilian Police Oversight Board.
Please list any special skills or certifications?	• Strong analytical and problem-solving skills developed through professional experience in billing and data review at Corix Water Group • Skilled in researching, interpreting, and presenting information clearly to support fact-based decision-making • Excellent communication and interpersonal skills, with experience facilitating discussions and resolving concerns respectfully and effectively • Proficient in Microsoft Office Suite (Word, Excel, PowerPoint) and data management systems • Currently completing training in Python programming to enhance data analysis and reporting capabilities • Experienced in community engagement, homeschooling advocacy, and educational program coordination • Ordained minister and wedding officiant, demonstrating leadership,

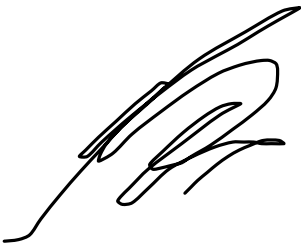
Please attach your resume or proof of qualification and/or licenses.

[GLENNISHA BRAS Resume Oct 2025.docx](#)

Demographics & Certifications

Are you a member of any of the following minority groups?	Native Hawaiian or other Pacific Islander
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled

Signature



[Link to signature](#)

GLENNISHA BRAS

Orlando, FL 32837 | 689-278-9215 | Glennishabras@gmail.com

PROSPECTIVE TECHNICIAN & TECHNOLOGIST

CAREER PROFILE

AWS Certified Cloud Practitioner with an understanding of cloud infrastructure, cost management and AWS core services (EC2, IAM, RDS and CloudWatch). Skilled in supporting cloud based- operations, analyzing usage and billing data, properly maintaining functions in compliance with standards. Experienced in defect analysis, radiology, pathology, and pharmacy operations, with a deep understanding of EPIC and Meditech software. Adept at collaborating within cross-functional teams and committed to continuous learning to stay current with emerging technologies.

AREAS OF EXPERTISE

- | | | |
|---------------------------------|----------------------------|--------------------------------------|
| ▪ Technical Support | ▪ Troubleshooting | ▪ Defect Analysis and Resolution |
| ▪ Domain Knowledge | ▪ .NET Framework | ▪ Inventory Management |
| ▪ Cost Optimization | ▪ Microsoft Office Suite | ▪ Past Due Account Management |
| ▪ Salesforce System Proficiency | ▪ Financial Reporting | ▪ Monitoring and Analyzing Processes |
| ▪ Billing and Coding | ▪ Creative Problem-Solving | ▪ Vendor Accounts Reconciliation |
| ▪ Power BI/Excel/SQL | ▪ Training and Onboarding | ▪ Project Improvement/Coordination |

SUMMARY OF CORE QUALIFICATIONS

- Effective communicator to assure clear collaboration with team members, clients, and end-users.
- Proficient in providing technical support, troubleshooting software and hardware issues, and resolving customer problems.
- Skilled in identifying issues in software or systems and implementing solutions to resolve them efficiently.
- Known for meticulous attention to detail, critical for ensuring accuracy in coding, billing, and software development.
- Passionate for problem-solving, including troubleshooting technical issues and optimizing processes.
- Experience in team leadership and employee training, with the ability to mentor new team members effectively.
- Capability to monitor and analyze data, enabling the development of more efficient procedures and resource utilization.
- Familiarity with specific software tools like EPIC, IMBS, Workspace, Salesforce, and Microsoft Office applications.

PROFESSIONAL EXPERIENCE

Corix Water Group | Orlando, FL

Billing Specialist | March 2023 – October 2025

- Reviewed and resolved billing exceptions, ensuring compliance with contract standards.
- Analyzed tariff rate changes and implemented necessary adjustments to ensure accurate billing.
- Internal efficiency projects aligned with FinOps(Cloud Financial Operations).
- Managed electronic payment processing and handled misapplied payments to maintain financial accuracy.

PhyCARE Solutions | Orlando, FL

A/R Specialist | January 2021 – March 2023

- Investigate and resolve discrepancies, and appeals related to patient accounts, ensuring accurate billing and payment processing.
- Daily review of follow-up reports, striving to achieve established goals, and promptly notifying the Manager of any obstacles hindering goal attainment.
- Address daily correspondence, including denials and underpayments, promptly and effectively to rectify patient account issues.
- Initiate billing processes, assign appropriate follow-up actions, and send bills to insurance payers, ensuring timely claims processing.
- Analyze rejected and outstanding claims, identify error codes, and correct and resubmit denied claims to maximize revenue recovery.
- Process administrative and medical appeals, refunds, reinstatements, and insurance claim rejections to maintain accurate financial records.

Guardian Pharmacy LLC | Orlando, FL

Cross Functional-Reimbursement Specialist | January 2018 – January 2021

- Conduct analysis of EDI transactions, document and reports to ensure service level requirements are continually met with satisfaction.
- Maintain working EMR access for navigation and basic troubleshooting.
- Successfully conducts initial testing files for all on boarding.
- Maintained accurate and organized records, perform routine closings, and monitor transaction updates throughout each quarter.
- Ensured invoices are processed efficiently and payments are received promptly by managing interactions with insurance companies.
- Maintained high standards of billing accuracy to prevent errors and delays in payment processing.

DaVita Rx LLC | Orlando, FL

Inventory & Data Management Specialist | February 2016 – February 2018

- Train new employees in the use of Salesforce systems, oversee onboarding processes, and assess trainee competence.
- Improved inventory processes to balance supply needs within budget and space constraints.
- Monitored operational systems and troubleshooting issues by inputting commands to ensure smooth workflow.
- Analyzed departmental work processes to develop more efficient procedures and resource utilization while maintaining high accuracy levels.
- Led and supported team members, fostering cohesive groups and enhancing operational performance.
- Identified opportunities to streamline operations, increase efficiency, and optimize resource allocation.

Rotech Healthcare | Orlando, FL

Billing Specialist | January 2014 – January 2016

- Efficiently processed and managed rejections and denials of insurance claims, ensuring proper resolution.
- Provided training and mentorship to new team members in IMBS and educated managers on accounts payable systems and policies.
- Collaborated effectively with medical payers such as Medicare, Medicaid, and commercial insurances to secure timely and accurate payments.
- Utilized IMBS, Workspace, Microsoft Word, Microsoft Excel, and Microsoft PowerPoint to perform billing and financial tasks.
- Built cohesive teams through effective mentoring and training, promoting operational excellence.
- Maintained a high level of financial accuracy in accounts payable processes to ensure compliance and financial stability.

PROJECTS

New Patient Database Design:

- Created a new patient database for a doctor's office using an existing manual medical data form to collect medical information.
- Created conceptual and logical data models using MS Visio and performed database normalization.
- Managed and documented the conceptual and logical design process.

Financial Projection and Analysis in Excel:

- Developed a detailed financial projection worksheet for the next six years based on provided assumptions.
- Conducted a goal-seek analysis to achieve a Year 6 net income target of \$4,000,000.
- Provided a visual representation of the data for easier decision-making.

CERTIFICATIONS

Cloud Practitioner Essentials Certification | AWS

November 2022

REFERENCES

Available upon Request

Advisory Board Application



Submitted on	3 November 2025, 2:48PM
Receipt number	127
Related form version	12

Applicant Information

First Name	Kimberly
Last Name	Lawrence
Street Address	1425 Dogwood Ct
City	Kissimmee
State	FL
Zip Code	34744
Phone	4077502149
Email	krcil@hotmail.com
Name of Employer	Central Florida Tourism Oversight District
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?	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:

Board of Adjustment
Parks & Recreation Advisory Board
Planning Advisory Board

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.

Osceola County Local Mitigation Strategy Working Group, UF IFAS Horticulture Advisory Committee, SFWMD Water Resources Advisory Commission, Florida Stormwater Association Board of Directors, Kissimmee Christian Church Women's Ministry Team, United Way Campaign Chair

Please list any special skills or certifications?

I have had years of experience in government sector employment from boots on the ground through management from comprehensive plan development and construction pre-planning through code compliance and post disaster mitigation. As a now empty nester, I hope to use my experience and love for this community to assist the City where I can be of most value. I appreciate your consideration.

Please attach your resume or proof of qualification and/or licenses.

[Kimberly_Lawrence_Resume_2025.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



[Link to signature](#)

Kimberly A. Lawrence

Cell: 407-750-2149 - Kissimmee, FL - krcilkim@gmail.com

PROFESSIONAL EXPERIENCE

Central Florida Tourism Oversight District (fka Reedy Creek Improvement District)

Manager, Biological & Water Sciences, September 2023-present

- Lead a multidisciplinary team of science professionals specializing in Aquatic Biology, Macroinvertebrate Biology, Mosquito Biology, Pollution Control and Laboratory Information Management System (LIMS) Administration.
- Prepare and manage annual operational and capital budgets for the Biological and Water Sciences program.
- Develop and implement initiatives to enhance employee performance, engagement and professional development.
- Serve as Chair of the District's Employee Engagement Committee, fostering a collaborative and inclusive workplace culture.

Environmental Specialist IV/ Pollution Control Coordinator, April 2016 to August 2023

- Provided Impaired Water Rule (IWR), Total Maximum Daily Load (TMDL) and Basin Management Action Plan (BMAP) program oversight.
- Worked collaboratively with many regional, state, and federal offices and agencies on water resource projects and programs.
- Coordinated watershed and pollution source tracking studies.
- Performed detailed water quality data evaluations.
- Initiated the District's Employee Engagement Committee

Osceola County Board of County Commissioners, Kissimmee, FL

Stormwater Program Manager/ Lakes Management Specialist, May 2005 to April 2016

- Managed all aspects of the stormwater department for Osceola County, home to the Kissimmee Chain of Lakes that is world re-known for bass fishing and the headwaters to the Everglades.
- Developed and managed capital project implementation including new construction, retrofits and rehabilitation for water quality and drainage benefits.
- Tracked, participated in, analyzed, commented and negotiated development of rules, regulations and plans including the Impaired Waters Rule (IWR) listing, Total Maximum Daily Loads (TMDLs) and Basin Management Action Plans (BMAPs).
- Prepared annual department budget for operations and capital improvement program.
- Authored and secured over \$5.5 million in grants, cooperative funding and appropriations for water quality, flood protection and aquatic plant management projects.
- Developed the County's National Pollutant Discharge Elimination System (NPDES) MS4 program and permit.
- Developed, implemented and managed the County's surface water quality sampling program.
- Developed and managed various stormwater asset identification, inspection, construction and liability reduction tracking programs utilizing ArcGIS
- Initiated and managed various studies including Stormwater Basin Management Plans and

Master Surface Water Management Plan Updates.

- Initiated and led the development of the Lake Tohopekaliga Nutrient Reduction Plan, a State of Florida prototype voluntary water quality restoration effort.
- Developed and performed numerous training and public outreach programs related to water resources, pollution prevention, flood control, natural resources, land management, and aquatic vegetation management.
- Responded to public, agency and internal concerns professionally and expeditiously.
- Served on the Emergency Management Strategic Response Team and as the Planning Unit Section Leader and Technical Specialist during Incident Command Center Activation.

Land Management Inspector, January 2002 to May 2005

- Identified and inspected properties for protected species and wetlands.
- Enforced environmental codes and ordinances to ensure compliance with County regulations.
- Revised conservation, environmental, and land management elements of the County's Comprehensive Plan and Land Development Code.
- Reviewed development plans for proper tree placement, preservation and landscaping code compliance.
- Managed the County Tree Bank Mitigation Fund and administered public grant programs for environmental restoration and landscaping projects. opportunities.

School District of Osceola County, Kissimmee, Florida

Science Teacher (6th Grade), July 2000 to January 2002

- Planned lessons and taught general science curricula for both Exceptional Student Education (ESE) and Baccalaureate programs.
- Evaluated student performance daily and provided feedback, mentoring and academic coaching.
- Organized and facilitated the school science fair, promoting student engagement in STEM learning.
- Secured grant funding to support campus landscaping improvements and environmental education initiatives.

Walt Disney World, Lake Buena Vista, Florida

Gardener, September 1998 to July 2000

- Served at the Guest Service Management (GSM) and Cast Excellence Management (CEM) liaison for EPCOT horticulture.
- Performed monthly GSM/ CEM Awareness Training.
- Performed as horticulture crew leader on the EPCOT Midnight Millennium Crew.
- Served as a heavy equipment operator
- Directed, instructed, and educated groundskeepers in area.

EDUCATION

Master of Science in Organizational Leadership

Palm Beach Atlantic University, August 2010

Bachelor of Science in Animal and Plant Systems - Environmental Horticulture

University of Minnesota – Twin Cities, June 1998

Kimberly A. Lawrence
krcil@hotmail.com

CERTIFICATIONS

Florida Green Industries Best Management Program (GI-BMP) Certification

Florida Department of Environmental Protection, ID GV913457-1

Erosion & Sediment Control Trainer and Advanced Inspector

Florida Department of Environmental Protection, License #368 and #295

ICS- 100, ICS-200, ICS-300, ICS-700, G-775, G-318, & ICS All-Hazards Resource Unit Leader E0965

Federal Emergency Management Agency

Stormwater Operator – Level 1 & 2

Florida Stormwater Association

Florida Master Naturalist – Wetlands

University of Florida - IFAS

AFFILIATIONS

Local Mitigation Strategy Working Group

Osceola County, 2023-current

United Way Partner Campaign Chair

Central Florida United Way, 2017-2024

Water Resource Advisory Commission, Alternate to County Commissioner

South Florida Water Management District Governing Board, 2009-2016

Board of Directors & Various Committee Appointments

Florida Stormwater Association, since 2010

Kissimmee Chain of Lakes - Long Term Management Plan Committee Member

Northern Everglades Region, 2004-2016

Horticulture Advisory Committee Member

University of Florida – IFAS, 2010-2013

Oasis Volunteer

Osceola County School District, since 2002

Advisory Board Application



Submitted on	4 November 2025, 12:20PM
Receipt number	134
Related form version	12

Applicant Information

First Name	Vera
Last Name	Wilkerson
Street Address	3021 Marta cir
City	Kissimmee
State	FL
Zip Code	34741
Phone	4047177674
Email	vera_wilkerson@yahoo.com
Name of Employer	Toho
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?	Toho
Work Address	953 Martin Luther King blvd
Type of Business	Government utilities
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:

Board of Adjustment

Planning Advisory Board

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.

NAACP black empowerment community council Kissimmee school of government

Please list any special skills or certifications?

Mass communication

Please attach your resume or proof of qualification and/or licenses.

[Vdw resume 2026.docx](#)

Demographics & Certifications

Are you a member of any of the following minority groups?

Black or African American

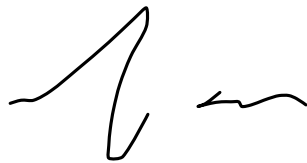
What is your gender?

Female

Are you physically disabled?

No, I am not physically disabled

Signature



[Link to signature](#)

VERA WILKERSON

Mass Communication

EDUCATION

SAE Institute Atlanta

Associates Mass Communications Completed in 2010

Full Sail University

Mass Communications 2005-

WORK EXPERIENCE

Toho Water Authority Customer Experience Rep. II

May 2023-

- Handling Inquiries and Complaints: Responding to customer questions, concerns, and complaints via various channels like phone, email, chat.
- Providing Information: Giving accurate and helpful information about services..
- Account Management: Reviewing and making necessary changes to customer accounts.
- Problem Resolution: Working with customers to resolve issues and concerns effectively and efficiently.
- Documenting Interactions: Maintaining records of customer contacts and actions taken, often using customer relationship management software.

Teleperformance USA/ CFX Orlando Onboarding Trainer

Oct. 2019- 2023

- Designing and Implementing Onboarding Programs:
- Creating and delivering orientation programs, welcome kits, and training materials to introduce new employees to company policies, procedures, and culture.
- Conducting Training:
- Delivering training sessions on various topics, including job-specific skills, company systems, and compliance requirements.



PROFILE

An accomplished and proven leader with over 10 years of experience in for profit business and education with diverse skillsets that include Mass Communication, Sales Management, Customer Service Training and Development and Licensed Teacher.

Communications Specialist with 5+ years of experience in media and communications. Expertly coordinate engaging, high-impact internal and external communications for diverse audiences. Committed to continually gaining and applying new professional skill areas

CONTACT

PHONE:
404-717-7674

WEBSITE:
Wilkersonenterprise.com

EMAIL:
Vera_wilkerson@yahoo.com

AWARDS

JAN. 2020 | CENTRAL FLORIDA 40
UNDER 40 Top 40 young entrepreneurs

May 2015 | Vanguard awards
Contribution to media for the NAACP

April 2011 | Star Award Macys
Manager of the year

- Serving as a point of contact for new hires, answering their questions, and addressing any concerns they may have during their initial weeks or months.
- Ensuring new hires have access to the necessary tools, resources, and support to perform their jobs effectively.

Funk Fest 2022 Day Of Event Manager

April 2022– (Contracted)

- The are the main contact for vendors, ensuring they are on time and in the correct locations.
- oversee the event's schedule, making sure everything happens as planned, from the ceremony to the reception.
- work with all vendors (caterers, photographers, DJ, etc.) to ensure they are prepared and know their roles and responsibilities.
- responsible for handling any issues that arise during the event, such as a misplaced item, a delayed vendor, or a technical glitch.

Orange County Public Schools Teacher

August 2016–2019

Prepare and deliver lessons aligned with curriculum standards, using various teaching methods to engage students

REFERENCE

Vice Mayor Angela Eady
City Of Kissimmee Commissioner
407-978-7249

Christina Vega
Destiny Ins.
Director Of children and families
407-742-3500

Judge Gabby Sanders-Morency
Osceola County Court Judge
407-742-3500

Advisory Board Application



Submitted on	8 November 2025, 8:49PM
Receipt number	137
Related form version	12

Applicant Information

First Name	Brandon
Last Name	Mangual
Street Address	2333 cecile st
City	Kissimmee
State	Florida
Zip Code	34741
Phone	6892714493
Email	brandon77m@live.com
Name of Employer	Super Designs Studios LLC
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?	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:

Board of Adjustment

Planning Advisory Board

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.

Rebirth Live Church as a Youth Leader for 7 years.

Please list any special skills or certifications?

I hold 11 FEMA Certificates

Please attach your resume or proof of qualification and/or licenses.

[BrandonMangual_IT Specialist Resume.docx.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](#)

Education

Western Governors University

September 2025 – Current

Master of Science, Information Technology Management

Skills

- Microsoft Office 365 & Windows OS
- Troubleshooting & Remote Support
- Problem Solving & De-escalation
- Customer Service & CRM Tools
- Documentation & Ticketing Systems
- Adobe Suite (Photoshop, Illustrator, InDesign)
- Market Research & Social Media Management
- Fully Bilingual – English & Spanish
- HIPAA Familiarity
- 45 WPM
- Payment Arrangements & Reconciliations

Experience

Abba Accounting Group - Technical Support Specialist

September 2017 – Current

- Answer incoming calls, emails, and OneStop self-service tickets from end users.
- Provide first call resolution for common issues, including password resets, account unlocks, basic connectivity support, printer configuration, and application login issues.
- Log, track, and update all incidents and service requests in ServiceNow, ensuring compliance with agency ticketing SOPs.
- Document all work notes and resolutions; close tickets upon completion or document “no user response” per policy.
- Work with Windows OS, Microsoft 365 applications, VPN and remote connectivity tools.
- Provides administrative support by creating correspondences; maintaining communications and personnel records
- Organizing duties for staff; assisting senior management
- Composes letters, emails, request forms, and memos for signature.
- Coordinates meetings with adherence to established scheduling protocols. Agendas to be obtained or prepared in advance, conflicts to be addressed.
- Tracks incoming and outgoing emails for priority and promptly routes correspondence
- Submit and reconcile expense reports
- Schedules appointments, coordinates and schedules meetings, and makes travel arrangements as necessary
- Prepares and converts PDF documents from Word, PowerPoint, and Excel with the ability to merge documents accurately.
- Attends various types of meetings, assembles items, and takes minutes.
- Prepare and monitor invoice
- Assist with payroll
- Handle multiple projects with clients
- Create designs, concepts, and sample layouts, based on knowledge of layout principles and esthetic design concepts.

- Manage social media platforms for example Facebook, Instagram, Twitter, Youtube, ect.
- Identify, develop, or evaluate marketing strategy, based on knowledge of establishment objectives, market characteristics, cost and markup factors.

Toho Water Authority - Collections Specialist

April 2025 - October 2025

- Review delinquency reports, payment and credit history to determine appropriate collection action for each delinquent account, i.e. phone calls, faxes, emails, physical notices or discontinuation of service.
- Analyze status of the account, the billing cycles and due dates to determine timeliness of proposed payment schedules. Initiate collection calls regarding payment arrangements, scheduled notices and impending shut off actions for non-payment or for dishonored checks and relate the urgent nature of the delinquency to the customer while remaining professional and courteous. Analysts will review any unusual payment arrangements with a goal of obtaining payment in full before the next billing due date. Monitor payment arrangements to assure payment in full or discontinuance of service and initiate calls to customers to remind, reiterate or report termination of arrangements.
- Determine debt liability on disputed bills using all available sources of information. Determine field collection activities, but not limited to, tampering, NSF, broken arrangements, disconnects, and reconnects. Analysts will assess and post proper fees in response to these activities.
- Research payment history special handling history, third party guarantors and deposit requirements as requested by customer or in response to the reviewing and monitoring of various reports. Reviews monthly aging reports. Audits pre-write off reports, recommends and acts to transition unsuccessful internal debt collection to external collections agencies in a designated period of time.
- Calculate rates (and explain charges) per Board policy and input any adjustments as needed.
- Tracks and accurately documents all collections efforts and results.
- Responsible for transferring bad debt to active accounts.
- Process bankruptcies ensuring all legal related documents are obtained and completed in accordance with Toho Water Authority policies and procedures. Will also attend and

participate in training classes, keeping current on updated and proper handling procedures.

- Treats all co-workers and customers with respect. Foster teamwork by trusting and supporting each other while encouraging collaboration at all levels of the organization. Embrace diversity and demonstrate the ability to work together.
- Exhibit commitment to personal and company wide goals.
- Maintain proper attendance and punctuality to ensure that the department is operated in an efficient and effective manner.
- Performs all other duties as assigned.

Stoltenberg Consulting Inc - IT Service Desk Agent

January 2022 - May 2022

- Respond to end-user questions or issues regarding clinical aspects of applications, such as workflow issues, application errors, user access, etc.
- Receive, analyze, and process support requests submitted by end users, like master files and category list modifications, smart lists, text, note support, etc.
- Create, track, close, or escalate incident tickets and related issues in a timely manner.
- Understand client's latest configurations and changes to software modules.
- Assist client with end-user support during go-live implementations.
- Identify, research, and resolve technical problems.
- Provide daily Tier 1 support to end users on a variety of hardware and application issues, escalating to support teams as necessary.
- Handle approximately 6-8 calls per hour from clients and utilize Service NOW the ticketing system, to document the details of the ticket during the call.
- Setting up Azure and Legacy Multi Factor Authentication for programs
- Knowledge of printer set up, default settings, and diagnostics
- Used Citrix Remote Access daily to Install applications, and do Account reset.
- Hands on troubleshooting experience with Microsoft Office 365.

Advisory Board Application



Submitted on	9 November 2025, 8:13AM
Receipt number	138
Related form version	12

Applicant Information

First Name	Minette
Last Name	Elias
Street Address	1617 East Vine Street
City	Kissimmee
State	Florida
Zip Code	34744
Phone	4078478855
Email	salonspa.friends@gmail.com
Name of Employer	Friends Salon Central
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?	Yes, I work in the City of Kissimmee.
Where do you work?	Friends Salon Spa
Work Address	1617 East Vine street Kissimmee FI 34744
Type of Business	Spa
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	Friends Salon Central
Street Address of Business Owned/Operated by Applicant	1617 East Vine Street
City of Business Owned/Operated by Applicant	Kissimmee

State of Business Owned/Operated by Applicant	Florida
Zip Code of Business Owned/Operated by Applicant	34744

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Board of Adjustment Planning Advisory Board
---	--

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.	This year I completed the City of Kissimmee Government Class and also the City of Kissimmee Police Citizen Class. I was part of the Kissimmee Main Street and Chamber of Commerce and planning to join again next year. I volunteer in the Navy Sea Cadets Corps, Make a Wish foundation and I was the Vice-President of the National Association of Insurance Women PR chapter
--	---

Please list any special skills or certifications?	• Technology Proficient • Excellent Communication Skills at all levels • Working Collaboratively • Coordination of administrative information • Bilingual (Fluent Spanish and English) • Customer Service skills • Organizational Skills • Quality Assurance • Project Management • Paralegal • Instructional Design • Trainer and Coaching
---	---

Please attach your resume or proof of qualification and/or licenses.	Minette Elias Resume.pdf
--	--

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



[Link to signature](#)

MINETTE ELIAS

St Cloud, Florida |
elias.minette@gmail.com

407.284.0556

Dedicated and detail-oriented Instructional Designer and Technology Trainer with over 12 years of experience in education, specializing in technology integration, curriculum planning, and training development. Skilled in designing and implementing effective learning experiences, assessing information, and developing valuable courses to meet the needs of diverse audiences. Strong expertise in instructional design theories, learning management systems, and authoring tools.

EXPERIENCE

CURRICULUM AND INSTRUCTIONAL DESIGNER

AGM University | Orlando, FL

2013-2020

Applied learning theories, instructional design strategies, and teaching strategies to develop engaging and effective courses for various modalities (face-to-face, blended, online).

- Collaborated with subject matter experts (SMEs) to identify learning needs and design customized training programs.
 - Conducted course building, quality assurance, and content development to ensure alignment with learning objectives and organizational goals.
 - Led the development of new programs and initiatives, maintaining documentation and adhering to regulatory procedures.
-

TECHNOLOGY TRAINER

Orange County Library Systems | Orlando, FL

2007-2013

- Designed and delivered computer classes in diverse modalities, including online and face-to-face sessions, catering to different audience needs (Kids, Teens, Adults, Seniors) (English and Spanish)
 - Created STEM curricula, courses, and tutorials aligned with instructional objectives and organizational requirements (Kids, Teens, Adults, Seniors) (English and Spanish)
 - Provided technical support and conducted video conferencing sessions to enhance learner engagement and satisfaction.
 - Utilized Adobe Creative Suite for video editing and developed constructivist activities to promote active learning.
 - Community liaison creating partnerships between the library, governmental offices, and the Community.
-

EDUCATION

MASTER OF SCIENCE IN INFORMATION COMPUTER SYSTEMS

Interamerican University of Puerto Rico

May 2001

BACHELOR OF ARTS IN BUSINESS ADMINISTRATION

Interamerican University of Puerto Rico

May 1997

SKILLS

- Proficient in LMS administration and development, including Blackboard and Canvas
- Experienced with Articulate Rise, Storyline, Storyboard, and Office 365 (Word, Excel, PowerPoint, Outlook)
- Strong project management skills with the ability to establish best practices for content development
- Excellent leadership, communication, and interpersonal skills
- Ability to work independently and collaboratively in diverse team environments



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

FRIENDS SALON CENTRAL, INC.

Filing Information

Document Number P09000022735

FEI/EIN Number 93-2033312

Date Filed 03/11/2009

State FL

Status ACTIVE

Principal Address

1617 E VINE ST
KISSIMMEE, FL 34744

Changed: 06/26/2014

Mailing Address

1617 E VINE ST
KISSIMMEE, FL 34744

Changed: 06/26/2014

Registered Agent Name & Address

Friends Salon & Spa
1617 E Vine Street
KISSIMMEE, FL 34744

Name Changed: 03/18/2021

Address Changed: 04/26/2015

Officer/Director Detail

Name & Address

Title Vice President

Conde Rosa, Marcelo
1617 E VINE ST
KISSIMMEE, FL 34744

Title President

Elias Perez, Minette
1617 E VINE ST
KISSIMMEE, FL 34744

Title Executive Secretary

Conde, Marinette
1617 E VINE ST
KISSIMMEE, FL 34744

Annual Reports

Report Year	Filed Date
2023	02/07/2023
2024	04/04/2024
2025	04/05/2025

Document Images

04/05/2025 -- ANNUAL REPORT	View image in PDF format
04/04/2024 -- ANNUAL REPORT	View image in PDF format
02/07/2023 -- ANNUAL REPORT	View image in PDF format
12/07/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2022 -- ANNUAL REPORT	View image in PDF format
03/18/2021 -- ANNUAL REPORT	View image in PDF format
02/07/2020 -- ANNUAL REPORT	View image in PDF format
03/25/2019 -- ANNUAL REPORT	View image in PDF format
04/02/2018 -- ANNUAL REPORT	View image in PDF format
02/20/2017 -- ANNUAL REPORT	View image in PDF format
02/15/2016 -- ANNUAL REPORT	View image in PDF format
04/26/2015 -- ANNUAL REPORT	View image in PDF format
04/25/2014 -- ANNUAL REPORT	View image in PDF format
02/26/2013 -- ANNUAL REPORT	View image in PDF format
03/09/2012 -- ANNUAL REPORT	View image in PDF format
03/11/2011 -- ANNUAL REPORT	View image in PDF format
03/11/2010 -- ANNUAL REPORT	View image in PDF format
03/11/2009 -- Domestic Profit	View image in PDF format

ITEM 8.B

Toho Water Authority Board Appointment

Request

To make an appointment to fill a vacancy on the Toho Water Authority Board of Directors due to the resignation of John McAleenan.

Explanation

John McAleenan, one of the City's two appointees to the Toho Water Authority Board of Directors, has submitted his notice of resignation. He has agreed to continue supporting the Board until a replacement is appointed. The new appointee would serve the remainder of the current term, which expires on September 30, 2027, and would be eligible to serve this partial term plus two additional three-year terms thereafter.

Staff requests Commission direction on whether the board would like to appoint a candidate or advertise the position to seek applicants for consideration. If advertising is desired, staff also would like direction on whether the board wishes to interview candidates. Because this is not a city board, there are no applications currently on file for this position.

Recommendation

Commission Direction

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint
Commission Direction

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. John McAleenan Resignation - COK City Manager



bringing you life's
most precious resource

951 Martin Luther King Blvd., Kissimmee, FL 34741

Tel: 407-944-5000

www.tohowater.com

October 21, 2025

Mr. Mike Steigerwald
City Manager
City of Kissimmee
101 Church Street, Suite 500
Kissimmee, FL 34741

RE: Toho Water Authority Board Supervisor Resignation – John McAleenan

Dear Mike,

The purpose of this letter is to confirm that John McAleenan, who is currently a member of the Toho Water Authority Board of Supervisors, has given Notice of Resignation for this position. A copy of that Notice is attached here.

Supervisor McAleenan will continue to support the Board as much as he is able, until a replacement has been secured, by City of Kissimmee.

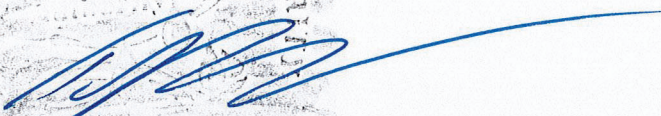
When City of Kissimmee appoints the replacement for Supervisor McAleenan, it would be appreciated if the appointment could be made in the following manner:

City of Kissimmee appoints INSERT NAME as the City of Kissimmee representative to the Toho Board of Supervisors for the following terms:

- The remainder of the term vacated by Supervisor McAleenan ending September 30, 2027.
- The appointed individual would be eligible to serve the above plus two additional 3-year terms.

Many thanks for your support and, if you need any additional information, please feel free to contact me.

Sincerely,
Toho Water Authority


Todd Swingle
CEO/Executive Director
Toho Water Authority

October 15, 2025

Mr John McAleenan
4473 Biscayne Breeze Way
Kissimmee FL 34744

Tohopekaliga Water Authority
Board of Supervisors
951 Martin Luther King Blvd
Kissimmee, FL 34741

Attn: Chairman, Henry Thacker

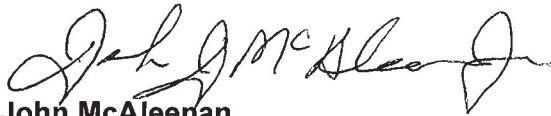
Dear Chairman Thacker,

The purpose of this letter is to give Notice of Resignation for my role as a member of the Tohopekaliga Water Authority Board of Supervisors. I will continue to support the Board as much as I am able, until a replacement has been secured by City of Kissimmee.

The term of my Board position runs through September 30, 2027, and it is with regret that health related matters will prevent my continued support of Tohopekaliga Water Authority as a member of the Board of Supervisors.

It has been a pleasure to have contributed to the achievements of Tohopekaliga Water Authority, and I wish continued success to all in the future.

Yours sincerely,



John McAleenan
Board Member / Supervisor #4
Tohopekaliga Water Authority Board of Supervisors

Cc Todd Swingle – CEO/Executive Director, Tohopekaliga Water Authority
Anthony Cotter – General Counsel, Tohopekaliga Water Authority
Mike Steigerwald – City Manager, City of Kissimmee