



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, DECEMBER 16, 2025 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation honoring Tammy Douglas, Executive Director of Help Now

3.B Swearing in Ceremony of Four New Police Officers

3.C Service Awards for October, November, and December 2025

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Final Reading - Proposed Ordinance #25-20 - Amending the Zoning Map designation from Multi-Family Medium Density Residential (RC-1) to Multi Family Medium Density Residential (RC-2): 2220 Fortune Road - ZMA-25-0009

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.

4.B Public Hearing - First Reading - Proposed Ordinance # 25-21 - Land Development Code Text Amendment (Chapter 14-2: Terms Defined and Chapter 14-11: Signs)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING SIGNAGE DEFINITIONS IN CHAPTER 14-2; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the December 2, 2025 Meeting

7.B First Amendment with Premier Lawn Maintenance LLC

7.C Advanced Purchase of a Fire Engine from Sutphen Corporation

- 7.D Authorization to Negotiate Construction Manager at Risk Agreement for Lakeside Fire Station and Durbin Park Community Center
- 7.E Contract with KUA for the Electrical Line Extension at Mill Run Park Fire Station
- 7.F Sale of Surplus City Property at 1021 W. Oak Street, Kissimmee, FL
- 7.G Renewal and Fourth Amendment between the City and the Young Men's Christian Association (YMCA)
- 7.H First Amendment to First Right of Refusal to Lease Property at the Kissimmee Gateway Airport, Dyer-Thacker Commerce Park
- 7.I Dell Server purchase from Davenport Group

8. DISCUSSION ITEMS

- 8.A 2026 City Commission Meeting Calendar
- 8.B Acceptance of Sculpture Donation and Authorization of Installation

9. HEAR CITY OFFICIALS

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

10. ADJOURNMENT

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

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

ITEM 3.A

Proclamation honoring Tammy Douglas, Executive Director of Help Now

Request

To present a proclamation to Tammy Douglas, Executive Director of Help Now, in recognition of her contributions to the community.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - Tammy Douglas

Proclamation



TAMMY DOUGLAS

WHEREAS, for twenty years, Tammy Douglass, Executive Director of Help Now, has devoted her life to standing beside survivors of domestic violence, offering not only safety and support, but the kind of compassion and strength that can only come from a deeply caring heart; and

WHEREAS, Tammy's leadership is defined by integrity, empathy, and unwavering commitment, guiding every decision she makes and every life she touches; and

WHEREAS, Tammy has become a pillar of hope for survivors and children, known for her ability to meet people where they are, listen without judgment, and create an environment where healing feels possible; and

WHEREAS, her natural ability to lead with both courage and kindness has inspired staff, volunteers, community partners, and the many individuals who look to her as a source of encouragement and stability; and

WHEREAS, Tammy's vision has shaped countless initiatives that reflect her belief in second chances, resilience, and the power of compassion— initiatives that continue to uplift families because of the values she brings to her work every day; and

WHEREAS, she is recognized across Osceola County not only for her accomplishments, but for her character, earning widespread respect for her humility, strength, and dedication to those who need an advocate most; and

WHEREAS, Tammy's influence extends far beyond titles or roles— it lives in the survivors she has comforted, the children she has encouraged, the staff she has mentored, and the community she has strengthened; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby honor **"Tammy Douglas"** for twenty years of extraordinary service, steadfast leadership, and profound humanity. Her impact is measured not in numbers, but in lives changed. Her legacy is not an organization, it is hope, healing, and the countless people who are stronger because of her.

IN WITNESS, THEREOF, this is signed this 16th day of December, 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B

Swearing in Ceremony of Four New Police Officers

Request

Swearing-in Ceremony of Four New Police Officers.

Explanation

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

The new Police Officers to be sworn in are:

Yuberki Tavaréz
Ta'Heem Davis
D'Angelo Riascos
Juan Morales

Department: Police
Presenter: Charles Broadway

Attachment(s):

1. (S) Oaths for 4 new officers



CITY OF KISSIMMEE POLICE DEPARTMENT

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

Charles L. Broadway



OATH OF OFFICE

I, **Yuberki Tavaréz** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

Signature of Employee

___/___/___

Signature of Chief of Police

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 16th day of December 2025 by Yuberki Tavaréz who is (X) personally known () or produced _____ as identification.

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)



CITY OF KISSIMMEE POLICE DEPARTMENT

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

Charles L. Broadway



OATH OF OFFICE

I, **Ta'Heem Davis** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

Signature of Employee

___/___/___

Signature of Chief of Police

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 16th day of December 2025 by Ta'Heem Davis who is (X) personally known () or produced _____ as identification.

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)



CITY OF KISSIMMEE POLICE DEPARTMENT

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

Charles L. Broadway



OATH OF OFFICE

I, **D'Angelo Riascos** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

Signature of Employee

___/___/___

Signature of Chief of Police

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 16th day of December 2025 by D'Angelo Riascos who is (X) personally known () or produced _____ as identification.

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)



CITY OF KISSIMMEE POLICE DEPARTMENT

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

Charles L. Broadway



OATH OF OFFICE

I, **Juan Morales** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

Signature of Employee

___/___/___

Signature of Chief of Police

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 16th day of
December 2025 by Juan Morales who is (X) personally known () or produced
_____ as identification.

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)

ITEM 3.C**Service Awards for October, November, and December 2025****Request**

The City Commission joins the City Manager in recognizing employees who have reached milestones in years of service.

Explanation

Five	VANESSA	NUNEZ	Police
	DJENY	CHARLES	Police
	HASSRAT	CHAUDRY	Fire
	EDITH	GONZALEZ	Parks and Recreation
	KENNETH	MORRISON	Information Technology
	CONNOR	QUINN	Fire
	COLE	TUTTLE	Police
	KAILEY	WHITE	Fire
Ten	MATTHEW	CARRICK	Fire
	STEVEN	COLE	Fire
	PHIL	EWALD	Fire
	JOSE	RIVERA	Parks and Recreation
	IAN	WOOTEN	Fire
	BRANDON	BAKER	Public Works
	DANIEL	GATLIN	Parks and Recreation
	AJYAI	LATCHMAN	Police
Fifteen	MICHAEL	MCCLUNG	Parks and Recreation
	RICHARD	SALGADO	Police
	FRANCISCO	DORVILLE	Parks and Recreation
	BRANDON	ILLGEN	Police
	DAVID	PABON	Fire

Twenty	NAGEL	ALTRUI DELESTRE	Public Works
	JUSTIN	KENNARD	Fire
	ROYCE	SCHOBY	Fire
	RANDY	SWINT	Public Works
	JEINLY	ORTIZ	Police
	VERONICA	CORREA	Police
Twenty-Five	KENNETH	BORO	Fire
Forty	SANDRA	PEREIRA	Finance

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Final Reading - Proposed Ordinance #25-20 - Amending the Zoning Map designation from Multi-Family Medium Density Residential (RC-1) to Multi Family Medium Density Residential (RC-2): 2220 Fortune Road - ZMA-25-0009

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.

Request

Approval of a Zoning Map Amendment to change the Zoning Map designation from Multi Family Medium Density Residential (RC-1) to Multi Family Medium Density Residential (RC-2) on approximately 52.59 acres of land.

Explanation

The property currently has a small 1,200 sq. ft. structure that was built in 1980. It has had an open-air fruit and vegetable market and temporary holiday sales in the recent past, but the majority of the property has remained vacant. The parcel was part of the Ivey Creek Mixed Use Planned Unit Development (MUPUD) that included the adjacent parcel to the southwest that is now owned by the Florida Department of Transportation (FDOT) and is not part of this rezoning request. The Ivey Creek MUPUD was removed with the rezoning to Multi-Family Medium Density Residential (RC-1) Zoning District at the January 17, 2023, City Commission meeting (ZMA-22-0006).

This rezoning to the 2nd tier of the Multi-Family Medium Density Residential (RC-2) Zoning District provides more flexibility that can facilitate reduced building coverage, which provides additional space for recreational amenities and stormwater management by allowing a greater height allowance. The property is adjacent to multi-family development to the north, northwest, and southwest areas of the parcel.

The existing Multi-Family Medium Density Residential (MF-MDR) Future Land Use designation considers whether there is an adequate supply of existing and/or projected public facilities. The Fortune Road widening project with Osceola County includes roadway widening to accommodate raised medians, additional turn lanes, and bike lanes that will convert the rural roadway into an urban roadway. The improvements adjacent to this parcel include a 6-10 foot wide pedestrian path, a dedicated right-turn lane, and a bike lane.

The RC-2 Zoning District is intended for the Multi-Family High Density Residential (MF-HDR) Future Land Use designation; however, both the MF-HDR and the property's current MF-MDR designation have the flexibility to accommodate lesser densities to protect environmentally sensitive lands or to achieve greater consistency with surrounding uses. The applicant has no intention or need to increase the current MF-MDR density (10-20 dwelling units per acre) to the higher density MF-HDR (21–25 dwelling units per acre) Future Land Use designation. This RC-2 Zoning Map Amendment is compatible and consistent with the property's current Multi-Family Medium Density Residential (MF-MDR) Future Land Use designation.

Recommendation

The Development Review Committee (DRC) recommended approval on October 21, 2025.

The Planning Advisory Board recommended approval by a vote of 5-1 on November 19, 2025.

REQUESTED CITY COMMISSION ACTION:

Approve

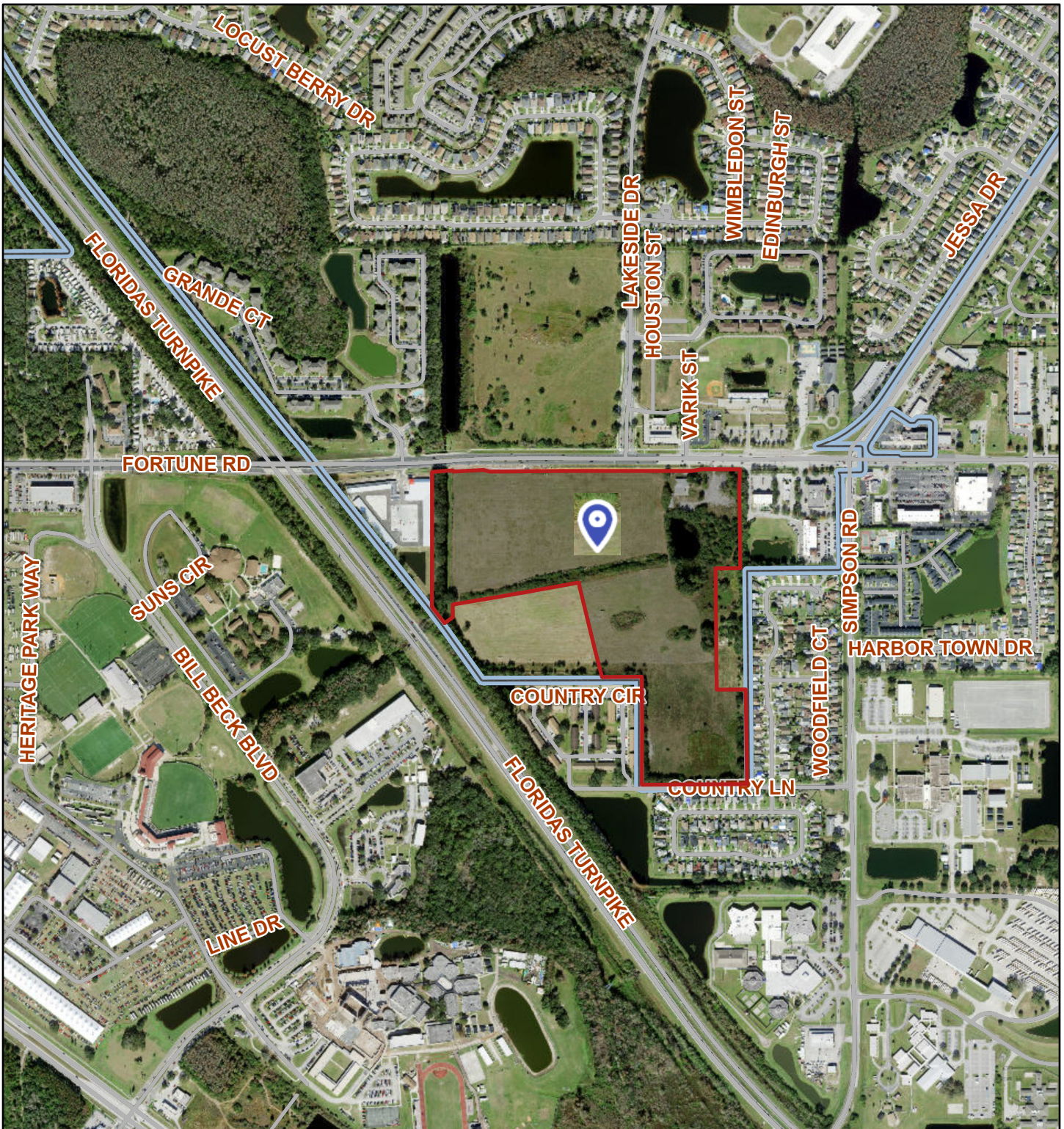
Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

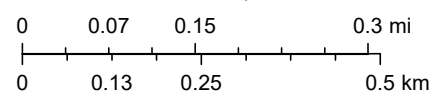
1. ZMA-25-0009 Aerial Map
2. ZMA-25-0009 Vicinity Map
3. ZMA-25-0009 Site Data Tables
4. (S)ZMA-25-0009 Proposed Ord. 25-20
5. ZMA-25-0009 City Commission Ad
6. ZMA-25-0009 PAB Actions
7. ZMA-25-0009 DRC Comments
8. ZMA-25-0009 Supporting Documents

ZMA-25-0009
Fortune Rd. Rezoning
Zoning Map Amendment



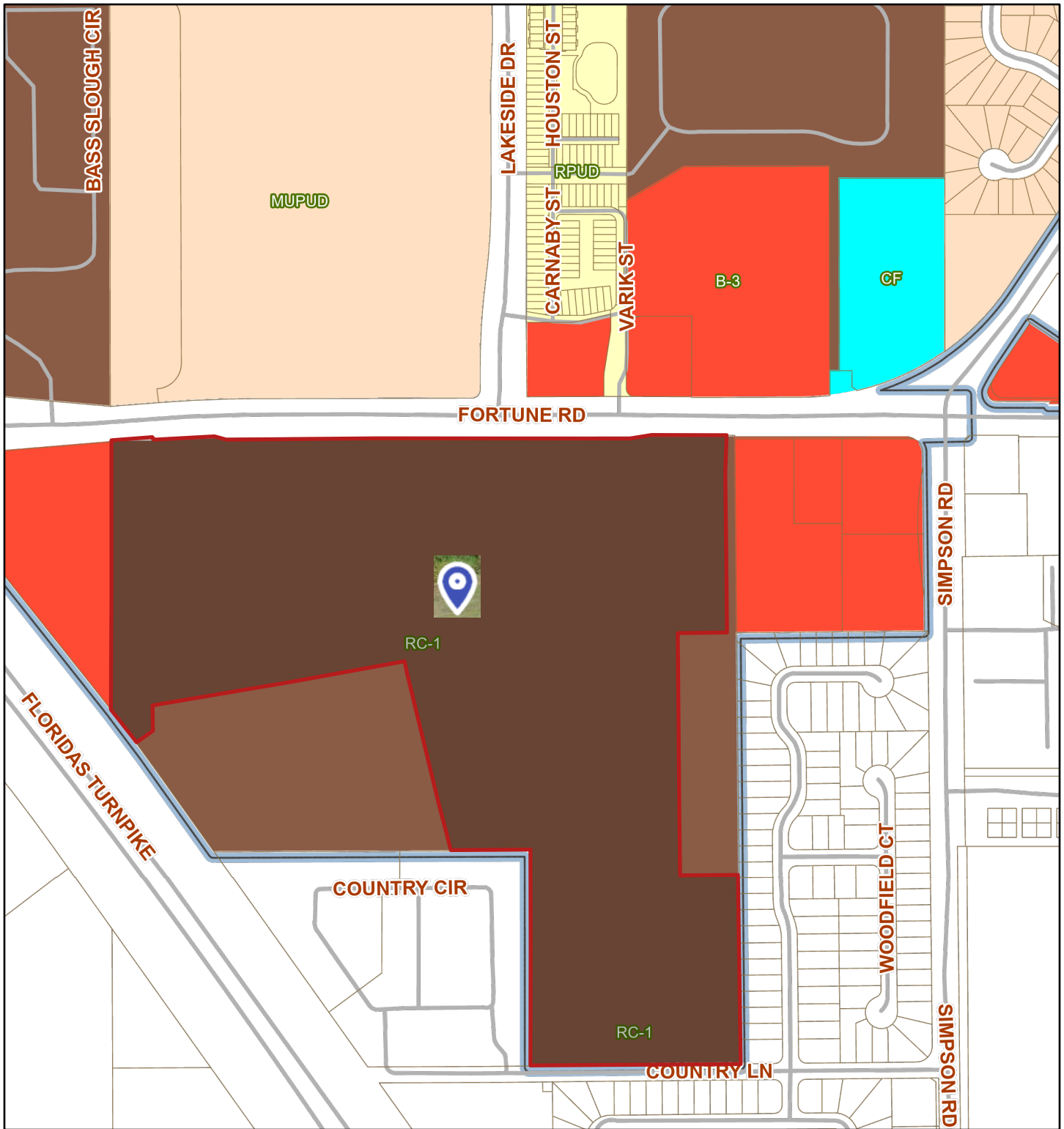
October 28, 2025

1:11,987



State of Florida, Vantor

ZMA-25-0009
Fortune Rd. Rezoning
Zoning Map Amendment



Legend

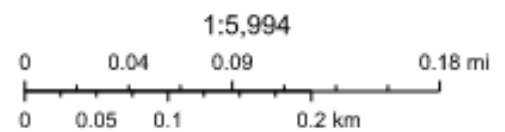
City Limits

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)



Fortune Rd. Zoning Map Amendment, ZMA-25-0009

Parcel ID #19-25-30-00U0-0050-0000

Site Data Tables

Site Data	
Size	+/- 52.59 acres
Future Land Use Designation	Multi-Family Medium Density Residential (MF-MDR)
Proposed Future Land Use Designation	N/A
Zoning District Designation	Multi Family Medium Density Residential (RC-1)
Proposed Zoning District Designation	Multi Family Medium Density Residential (RC-2)
Existing Overlay District	N/A
Existing Use(s)	Existing Structure; Primarily Vacant
Proposed Use(s)	Residential
Adjacent Land Use	
North	
South	Medium Density Residential/Community Center – County
East	Medium Density Residential/Community Center – County
West	Medium Density Residential/Community Center – County
Adjacent Zoning	
North	Lakeside Estates Planned Unit Development (PUD); Kissimmee Condos Residential Planned Unit Development (RPUD); General Commercial District (B-3) - City
South	Multi-Family (RM-1) – County
East	Multi-Family (RM-1) – County; Multi Family Medium Density Residential (RC-1) – City
West	Multi-Family (RM-2) – County Multi Family Medium Density Residential (RC-1) – City
Past/Current Project Tracking	DRC-06-065 Annexation DRC-06-097 Ivey Creek MUPUD ZMA-22-0006 – Ivey Creek MUPUD to RC-1 ZMA-25-0009 – RC-1 to RC-2 (Pending)
Comprehensive Plan Summary	
Policy 1.2.1.3, Medium Density Residential (MDR) designation is intended to ensure sufficient land area for developments of medium density, and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR. The Multi Family Medium Density Residential (MF-MDR) is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.	
Potential Zoning Districts	Multiple Family Medium Density Residential Districts (RC-1)
	Multiple Family Medium Density Residential Districts (RC-2)
	Agriculture and Conservation District (AC)
	Residential Planned Unit Development District (RPUD)
	Short-Term Rental Planned Unit Development District (SRPUD)
	Mixed-Use Planned Unit Development District (MUPUD).
Zoning District Standards District Summary	

Compliance with Land Development Code Section 14-4-4(E), Multiple Family Medium Density Residential Districts (RC-1 and RC-2), which is primarily intended to accommodate multiple family developments. The RC-2 district is envisioned for areas that are adjacent to development with compatible intensity levels, arterial or collector roads, and have the requisite utilities. These areas should generally be highly accessible to commercial services. This property is adjacent to a major commercial intersection (Fortune & Simpson) and existing multi-family. Both Fortune & Simpson are classified as arterial roadways which meets the intent of the this Zoning District.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	MF-MDR	N/A
	RC-1	RC-2
		Residential

Public Facilities Analysis

Transportation

Adjacent street	Fortune Rd. is a County Roadway. Improvements are currently underway to convert it from a rural to urban roadway.
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Street Quality of Service (QOS)	N/A – Compliance
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Sanitary Sewer

Is volume less than 98% capacity?	N/A – Compliance
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Potable Water

Is volume less than 98% capacity?	N/A – Compliance
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Is water pressure at least 40lbs per square inch?	N/A – Compliance
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Solid Waste

Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
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Recreation

Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
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Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
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Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
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Drainage

Is off-site discharge; runoff velocities; roadway drainage;	N/A- Compliance
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pavement; retention; and flood storage LOS standards met?	
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PROPOSED ORDINANCE NO. 25-20
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.**

WHEREAS, the subject proposal incorporates one (1) parcel generally located at or near, 2220 Fortune Road within the City of Kissimmee, Florida, containing approximately 52.59 acres of land; and

WHEREAS, the subject property is designated as (RC-1) Multi Family Medium Density Residential with a Future Land Use of (MF-MDR) Multi Family Medium Density Residential; and

WHEREAS, the proposed zoning map amendment (rezoning) is in compliance with Comprehensive Plan Future Land Use Policy 1.2.1.3; 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 19, 2025 meeting 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: Multi Family Medium Density Residential (RC-1) – City

TO: Multi Family Medium Density Residential (RC-2) – City

The subject property is located at 2220 Fortune Road; Parcel ID: 19-25-30-00U0-0050-0000

Legal Description:

N 1/2 OF NW 1/4 & NW 1/4 OF SE 1/4 OF NW 1/4 LESS SE 1/4 OF NE 1/4 OF NW 1/4 & LESS RD R/W & LESS R/W SUNSHINE ST PKWY & LESS RD R/W & LESS COM AT N 1/4 COR, S 669.97 FT, W 65 FT TO PT ON N/L COUNTRY CROSSING UNIT 3 PB 7 PG 32-33 & POB; CONT W 587.34 FT TO NW COR COUNTRY CROSSING UNIT 3, N 619.95 FT TO S R/W BOGGY CREEK RD, E 42.42 FT, S 10 FT, E 494.73 FT TO POC, CURVE RIGHT, RAD 50 FT, CENT ANG 89 DEG, SELY ALONG CURVE 78.05 FT, S 555.25 FT TO POB & LESS BEG AT SW COR OF LOT 2, OWEN REPLAT PB 17 PG 173, N00-17-02W 615.52 FT TO PT ON S/L OF PARCEL 103 ADDL R/W TAKING PER OR 5910/941, N89-45-58W 30 FT, S00-16-51E 614.18 FT, S89-43-09W 154 FT, S00-16-51E 754 FT, N89-43-09E 183.99 FT TO PT ON W/L OF COUNTRY CROSSING UNIT 3 PB 7 PGS 32-33, N00-16-40W 752.39 FT TO POB LESS COM AT NW COR OF NW 1/4 OF 19-25-30, S00-02-46E 900.18 FT TO POC, CONC SWLY, (CH BEARING S37-15-49E 124.48 FT), SELY ALONG CURVE 124.48 FT TO POB; N53-25-26E 60.99 FT, N05-46-00E 16.31 FT, N00-51-30E 64.07 FT, N80-13-10E 797.42 FT S13-56-02E 606.15 FT, S89-41-58W 738.41 FT, N35-38-11W 312.97 FT TO POC, CONC SWLY, RAD 5929.58 FT, CENT ANG 01 DEG, (CH BEARING N36-08-57W 106.17 FT), NWLY ALONG CURVE 106.17 FT 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. 3110 as heretofore amended shall remain in full force and effect.

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

APPROVED AND ENACTED, by the City Commission of the City of
Kissimmee, this **16th** day of December, 20**25**.

Mayor - Commissioner

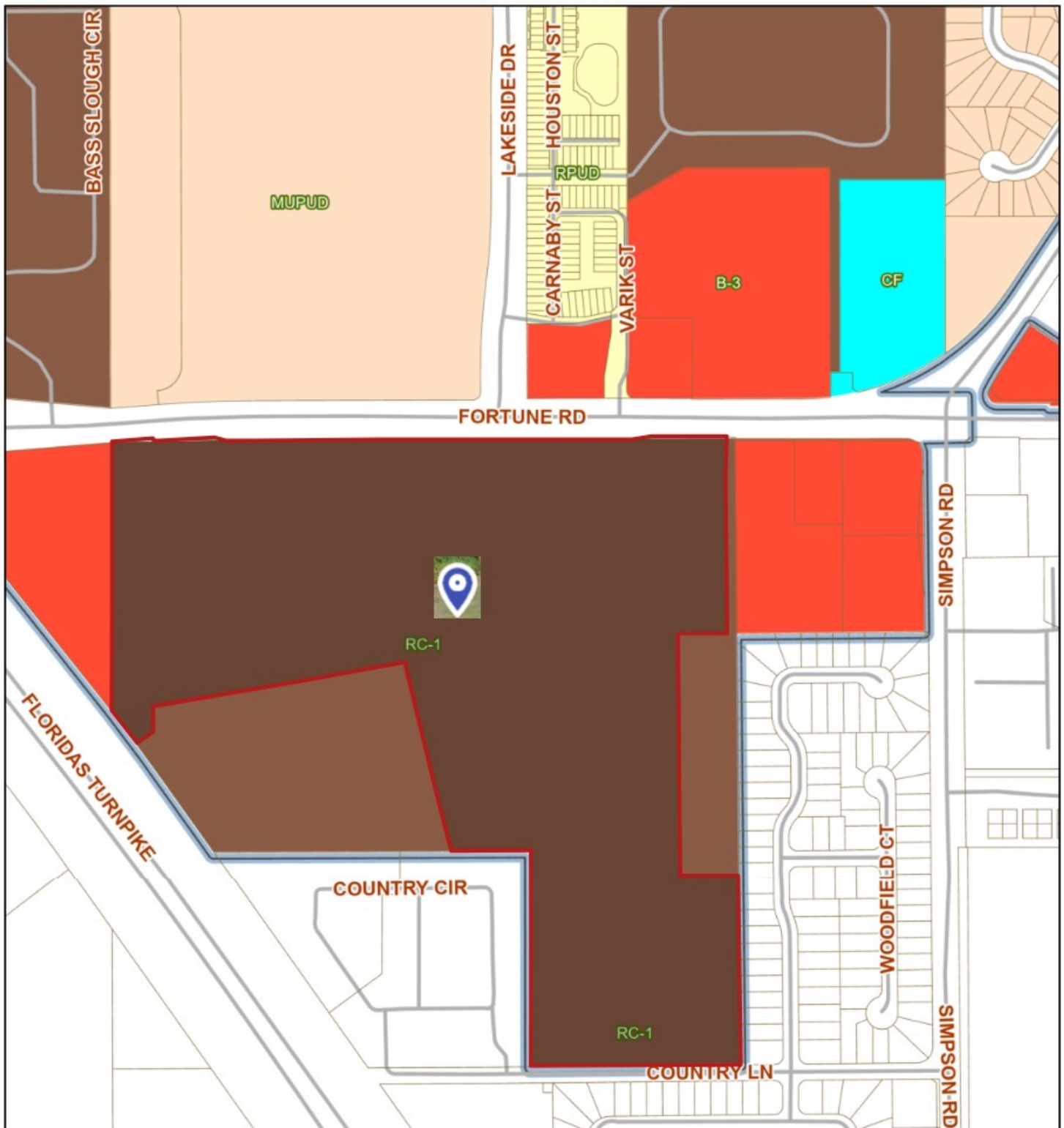
ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

ZMA-25-0009
Fortune Rd. Rezoning
Zoning Map Amendment



Legend



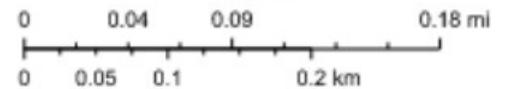
Zoning District

- 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)
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- RA-4 (Single Family Residential)
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- 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)

1:5,994



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

Sold To:

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

Bill To:

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

**State Of Florida
County Of Orange**

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

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Dec 04, 2025.

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



Signature of Affiant

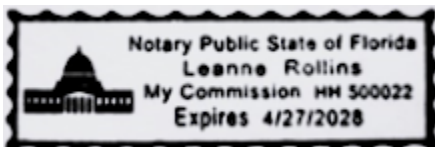
rose williams

Name of Affiant

Sworn to and subscribed before me on this 4 day of December, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7903145

Adapt and thrive

Agriculture Reserve plant growers push to make changes to survive

By Abigail Hasebroock
South Florida Sun Sentinel

This feature from the South Florida Sun Sentinel is part of a series of stories highlighting concerns in Palm Beach County's Agricultural Reserve, a region where there's long-standing debate over land preservation and growth.

Mike Atchison was gearing up to enlist in the U.S. Marines when he got a call from his aunt and uncle.

Atchison had just left high school, and now his aunt and uncle were asking him to consider working at the family's plant nursery.

As someone who "always loved plants," Atchison said yes. He would put his green thumb to the test — and that blossomed into a rewarding endeavor that's lasted decades.

Atchison is among the longtime nursery operators in western Palm Beach County who've witnessed firsthand the changes to a vast farm region. The business operators say farmland has decreased amid population growth and a demand for homes in South Florida. And yet, they tell stories of their determination to adapt and thrive, with a goal of keeping tradition alive and handing down their businesses to family.

Atchison, 39, who co-owns Atchison Exotics with his cousin, Teri Mingo, stood one summer day among his carefully cultivated rows of bromeliads, bonsai trees, desert roses, agave, ferns and more.

"I never left and have been playing in the dirt ever since," Atchison said.

His nursery, at 9625 Happy Hollow Road, is just east of U.S. 441, located in Palm Beach County's Agricultural Reserve.

In the early 2000s when Atchison had just started

working at Atchison Exotics, he said nurseries littered the land between Linton Boulevard and Boynton Beach Boulevard. According to the 2000 Ag Reserve master plan, more than 100 nurseries were in operation on nearly 1,800 acres. Atchison knows there's been demand for that land.

"The land values have gotten to the point where it's too much to grow on," he said. "No one can buy a piece of property in the Ag Reserve now to be a grower."

Atchison said this has created somewhat of a Catch-22. With fewer nurseries around, those that do still exist stand to become more profitable, he figures.

But if nurseries were to continue to decline in numbers, wholesalers may not deem trips to Atchison Exotics worth it anymore, Atchison said. Wholesalers are the middleman between growers like Atchison and the businesses that sell the plant product, and they typically deal in large quantities.

"If the trucks don't have enough nurseries to come to pick up, I'm not going to get my five boxes on that truck," he said. "I understand they need the volume to keep it going more than we need the nurseries. That's my biggest worry for me here. ... Once a couple more (nurseries) fall, are the trucks even going to come to me?"

The county's Agricultural Reserve is about 22,000 acres in the westernmost part of the county abutting the Everglades. For decades, more than 80 different vegetable varieties and a dozen different fruit crops have been grown on the land, contributing "significantly to the county's economy," according to county documents.

The area was formally designated as the Agricultural Reserve in Palm Beach County's 1980 comprehensive plan, which emphasized

agriculture preservation.

Low-density development was permitted, in part to address the county's burgeoning population. A way to enforce this was the 80/20 rule, which allows 20% of a planned development in the Ag Reserve to be built out while the other 80% be dedicated to preservation. This eventually led to the creation of the 60/40 rule, which is the same principle but with 60% preserve and 40% development.

Atchison doesn't believe the challenges he and other landowners face should necessarily signal an exit out of the industry.

"You can't just stand still," he said. "When things are changing, you have to change with them."

Indeed, running a nursery has required industry-oriented adjustments. For example, Atchison said he used to grow larger plants, such as indoor tree plants — the kind "you put in the corner of your house," he said — but had to shift to "all the small stuff" when he realized demand for those larger house plants was no longer as strong.

Atchison's 22-year-old daughter recently joined him in working at his family-owned nursery, which has 14 total employees.

In many ways, nurseries have fared better than some other agricultural-oriented industries, said Tal Coley, chief executive officer of the Florida Nursery, Growers and Landscape Association. The economic impact of Florida's nursery business is significant, reaching nearly \$42 billion and creating about 280,000 jobs, Coley said.

Gardening's popularity grew during the pandemic. "COVID ultimately was very good for this industry," Coley said. "People kind of reconnected to natural spaces and plants and the benefits they have. ... Sales are up compared to pre-COVID."

In the nursery and agriculture businesses, it's common

for farms, nurseries or crops to be passed down to the next generation. But that's not always the case.

"There's issues with generational transfer," Coley said. "The ability to pass it down in a family or find someone who wants to continue the operation of it, sometimes that can be very difficult."

Young people aren't getting into the nursery business on their own volition, said Pat O'Bryant, who runs a 12-acre bougainvillea nursery with his daughter, Chelsea Thornton. Geronimo Farms is a 20-employee operation at 14185 Starkey Road, also in the Agricultural Reserve, just west of Florida's Turnpike.

"The nursery business, unless you've been doing it like we have for many, many years, you can't find growers," O'Bryant said. "When I was a young man, growers were a dime a dozen. Now you couldn't find a grower if your life depended on it."

Geronimo Farms, originally founded by O'Bryant's parents, has grown and sold plants in the Ag Reserve since the late 1970s. It only sells wholesale, meaning the products first go to retailers before individual customers.

That's how a lot of the plant nurseries in the Ag Reserve operate — products are sold wholesale before becoming available online or in big-box stores for people to purchase.

"That's one of the reasons I don't sell to the public," O'Bryant said. "They have no idea what it took for me to produce that plant."

In his greenhouses, O'Bryant has bougainvilleas at varying stages of life, from small, young trees to 4-gallon pots. There's some peacefulness there. The decreasing pockets of quiet open space in the Ag Reserve are so different from the busy suburbs that exist just outside of them.

Over the past 25 years, O'Bryant said he expected "a bit here, a bit there," when



Mike Atchison, owner of Atchison Exotics on Happy Hollow Road, talks about his nursery in the Agricultural Reserve, west of Delray Beach.



Geronimo Farms owner Patrick O'Bryant and his daughter, Chelsea Thornton, talk about their nursery in the Agricultural Reserve west of Delray Beach. **AMY BETH BENNETT/SOUTH FLORIDA SUN SENTINEL PHOTOS**

it came to development, but he's found it to be a lot more than that.

"It's mind-blowing," he said. "The problem in a nutshell is a guy owns property, wants to sell it and do what he wants to do. How do you stop him from doing that?"

Though landowners have a right to operate their land how they choose — whether that's selling or developing it — the effect of doing so in a place like the Ag Reserve could directly affect other landowners, O'Bryant said.

Depending on the plant variety, the bougainvillea growth process could take anywhere from three to six years. And that's if there are no unwelcome challenges, such as hurricanes.

Bougainvilleas are commonly found outside of people's homes. O'Bryant started to say every yard in Palm Beach County has one — but then he pauses. "Well,

not every yard," he said, before amending: "Almost every yard has a bougainvillea in it."

Chelsea Thornton, O'Bryant's daughter, initially didn't plan to help head up Geronimo Farms.

She said she did nursing for a couple of years first.

"But ultimately why would you pass this up?" she said while preparing a bottle for her 3-year-old son, Brooks, a platinum-blond tyke. "Being outside is way better, plus this opportunity is not one you get often."

To Thornton, this is a great environment for Brooks to grow up — better than any day care.

"My daughter's going to do this, and then my grandson," O'Bryant said. "Because this is what we do."

But what if Brooks does not want to take up the nursery business one day?

O'Bryant laughed. "Who knows?"

NOTICE OF PUBLIC HEARING CITY COMMISSION

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3110 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **RC-1 (Multi Family Medium Density Residential)** – City

TO: **RC-2 (Multi Family Medium Density Residential)** – City

The subject property is located at **2220 Fortune Rd. Parcel ID: 19-25-30-00U0-0050-0000**

Legal Description:

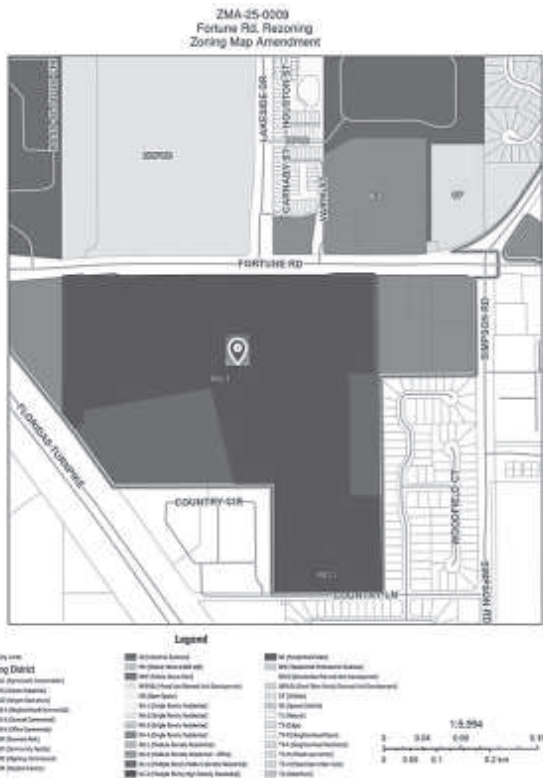
N 1/2 OF NW 1/4 & NW 1/4 OF SE 1/4 OF NW 1/4 LESS SE 1/4 OF NE 1/4 OF NW 1/4 & LESS RD R/W & LESS R/W SUNSHINE ST PKWY & LESS RD R/W & LESS COM AT N 1/4 COR, S 669.97 FT, W 65 FT TO PT ON N/L COUNTRY CROSSING UNIT 3 PB 7 PG 32-33 & POB; CONT W 587.34 FT TO NW COR COUNTRY CROSSING UNIT 3, N 619.95 FT TO S R/W BOGGY CREEK RD, E 42.42 FT, S 10 FT, E 494.73 FT TO POC, CURVE RIGHT, RAD 50 FT, CENT ANG 89 DEG, SELY ALONG CURVE 78.05 FT, S 555.25 FT TO POB & LESS BEG AT SW COR OF LOT 2, OWEN REPLAT PB 17 PG 173, N00-17-02W 615.52 FT TO PT ON S/L OF PARCEL 103 ADDL R/W TAKING PER OR 5910/941, N89-45-58W 30 FT, S00-16-51E 614.18 FT, S89-43-09W 154 FT, S00-16-51E 754 FT, N89-43-09E 183.99 FT TO PT ON W/L OF COUNTRY CROSSING UNIT 3 PB 7 PGS 32-33, N00-16-40W 752.39 FT TO POB LESS COM AT NW COR OF NW 1/4 OF 19-25-30, S00-02-46E 900.18 FT TO POC, CONC SWLY, (CH BEARING S37-15-49E 124.48 FT), SELY ALONG CURVE 124.48 FT TO POB; N53-25-26E 60.99 FT, N05-46-00E 16.31 FT, N00-51-30E 64.07 FT, N80-13-10E 797.42 FT S13-56-02E 606.15 FT, S89-41-58W 738.41 FT, N35-38-11W 312.97 FT TO POC, CONC SWLY, RAD 5929.58 FT, CENT ANG 01 DEG, (CH BEARING N36-08-57W 106.17 FT), NWLY ALONG CURVE 106.17 FT TO POB.

PROPOSED ORDINANCE **#25-20**: 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.

The City Commission will hold a Public Hearing on **Tuesday, December 16, 2025** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:00 p.m., **Tuesday, December 16, 2025**. Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

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



Reference **# ZMA-25-0009**
Fortune Rd. Rezoning

CITY COMMISSION
KISSIMMEE, FLORIDA

In accordance with Florida Statutes 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

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

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING AND PUBLIC COMMENT PERIOD TO ALL INTERESTED ORGANIZATIONS, AGENCIES AND PERSONS

ORANGE COUNTY HOUSING AND COMMUNITY DEVELOPMENT DIVISION
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
For Fiscal Year 2024-2025

Funding Opportunity Number: B24UC120003; M24UC120213; E24UC120003;
E25UW120003; B20UW120003; M21UP120213

The Orange County Housing and Community Development Division will submit the 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) to the United States Department of Housing and Urban Development (HUD) on or about December 30, 2025. The CAPER is an annual report of the projects and activities implemented with Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Emergency Solutions Grant (ESG) and other federally funded programs administered by Orange County's Housing and Community Development Division during Fiscal Year that started on October 1, 2024, and ended on September 30, 2025. Additionally, the 2024-2025 CAPER reports on projects and activities related to prevention, preparation for, and response to the coronavirus pandemic, which were completed during Fiscal Year 2024-2025 with CDBG-CV funds authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Furthermore, the 2024-2025 CAPER reports on projects and activities that address the need for housing and supportive services for homeless persons and those with the greatest risk of housing instability and implemented with HOME-American Rescue Plan funds (HOME-ARP). Finally, the 2024-2025 CAPER provides details on projects and activities funded by the ESG Rapid Unsheltered Survivor Housing Program (ESG-RUSH) to address the needs of individuals and households who were homeless or at risk of homelessness during the Hurricane Helene and Hurricane Milton events.

The draft CAPER will be available for review by the public from Thursday, December 4, 2025, through Thursday, December 19, 2025, at the following link: <http://www.ocfl.net/NeighborsHousing/CommunityDevelopment.aspx>. The draft document will also be available for review at the following locations: Orlando Public Library main branch, Community Relations Department, Third Floor, located at 101 East Central Boulevard, Orlando, Florida 32801; and at the Orange County Housing and Community Development Division's office located at 525 East South Street, Orlando, FL 32801.

A public hearing to receive citizen input on the CAPER will be conducted on Wednesday, December 17, 2025, at 6:00 p.m. at the Internal Operations Center, Largo Training Room, First Floor, located at 450 E. South Street, Orlando, Florida 32801. Comments about the CAPER may be submitted in writing during the public comment period via email to the attention of Janna Souvorova at Janna.Souvorova@ocfl.net, or by mail to:

Housing and Community Development Division
Attn: CAPER Public Comments
525 E. South Street, Orlando, Florida 32801

For more information or questions concerning the CAPER, please contact the Orange County Housing and Community Development Division at (407) 836-0963, or via e-mail to Janna.Souvorova@ocfl.net.

Section 286.0105, Florida Statutes, states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Orange County does not discriminate on the basis of race, color, national origin, sex, age, religion, disability or family status. Those with questions or concerns about nondiscrimination, those requiring special assistance under the Americans with Disabilities Act (ADA), and those requiring language assistance (free of charge) should contact the Title VI/Nondiscrimination Coordinator at access@ocfl.net or by calling 3-1-1 (407-836-3111).

If you are hearing or speech impaired, you may reach the phone numbers above by dialing 711.



MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, NOVEMBER 19, 2025 AT 6:00 PM

- 1. MEETING CALLED TO ORDER Members Present:** Board Member Alex Alemi, Board Member Robert Bussiere, Board Member Thomas Kapp, Board Member Lynda Roth, Board Member Javin Lopez, Board Member Raymond Sanchez
Staff Present: Craig Holland, Director, Brenda Ryan, Planning Manager, Kalanit Oded, Deputy City Attorney, Cristian Arias, Senior Planner
Members Absent: Board Member Jon Arguello

Chairman Robert Bussiere called the meeting to order at 6:06 p.m.

- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

After a Moment of Silence, Chairman Bussiere led the audience in the Pledge of Allegiance.

- 3. MINUTES**

- 3.A Approval of the May 21, 2025 Planning Advisory Board (PAB) Meeting Minutes.**

Board Member Lynda Roth made a motion to Approve. Board Member Raymond Sanchez seconded the motion.

AYE: Board Member Alemi, Board Member Bussiere, Board Member Roth, Board Member Kapp, Board Member Sanchez, Board Member Lopez
NAY: None

Motion to Approve Passed 6 - 0.

- 4. OLD BUSINESS**

- 5. NEW BUSINESS**

- 5.A Public Hearing - ZMA-25-0009 Fortune Road Rezoning — Amending the Zoning Map designation from Multi Family Medium Density Residential (RC-1) to Multi Family Medium Density Residential (RC-2): Proposed Ordinance #25-20**

Board Member Raymond Sanchez made a motion to Approve. Board Member Javin Lopez seconded the motion.

AYE: Board Member Bussiere, Board Member Roth, Board Member Kapp, Board Member Sanchez, Board Member Lopez
NAY: Board Member Alemi

Motion to Approve Passed 5 - 1.

6. PUBLIC HEARINGS

7. DISCUSSION

7.A Rosenberg's Rule of Order

Board Member Alex Alemi made a motion to Adopt. Board Member Lynda Roth seconded the motion.

AYE: Board Member Alemi, Board Member Roth

NAY: Board Member Bussiere, Board Member Kapp, Board Member Sanchez, Board Member Lopez

Motion to Adopt Failed 2 - 4.

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

There being no further business to come before the Planning Advisory Board, Chairman Robert Bussiere adjourned the meeting at 07:35 PM.

Board Chairman

ATTEST:

Board Secretary

In accordance with Florida Statute 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 includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the office of the City Clerk at (407) 518-2309 prior to the meeting.



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

ADDRESS: 2220 Fortune Rd.
PLAN NUMBER: ZMA-25-0009
PROJECT NAME: Fortune Rd. Rezoning
REVIEW VERSION NUMBER: v1

DATE: 10/17/2025

**Review Status:
APPROVED WITH CONDITIONS.**

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

Comments/Conditions (if applicable):

1. Approval to rezone from Multiple Family Medium Density Residential District (RC-1) to Multiple Family Medium Density Residential District (RC-2). This 52.59 acre parcel is subject to Planning Advisory Board (PAB) and City Commission approvals.
2. Prior to moving forward to the Planning Advisory Board, please provide additional ownership authorization for Orteka Partners Group, LLC. Pall Magnusson is not listed as a registered agent or officer in Sunbiz for Orteka Partners Group, LLC, Semago Investments, Inc., or Orbis Global Corp.

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

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

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



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

SDOC#: 2025/26-0048

DRC#: ZMA-25-0009

Current FLU: MF/MDR

Requested FLU: N/A

PROJECT NAME: 2220 Fortune Road

Current Zoning: MF/MDR

Requested Zoning: T5-U

PROJECT LOCATION: 2220 Fortune Rd., Kissimmee, 34744

COMMENTS DUE DATE: 10.21.25

PID: 19-25-30-00U0-0050-0000

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.

Brief Description

Request to rezone from RC-1 to RC-2 on Fortune Road, adjacent to the Florida Turnpike. RC-2 permits additional building height, which allows future multifamily design to concentrate building area vertically and preserve more of the ground plane for usable open space and recreation.

Summary & Justification

Why RC-2 is appropriate for the property and surrounding areas

- **Height enables open space.** RC-2's greater height allowance creates flexibility to stack units vertically, which can reduce building coverage and create larger, contiguous areas for active and passive recreation, pedestrian connections, and enhanced landscaping.
- **Urban recreation potential.** The added flexibility supports a stronger on-site amenities program in the future, such as central greens, shaded seating, multiuse paths, courts, pool areas, pocket plazas, dog run space, and buffer enhancements along Fortune Road and the Turnpike.
- **Major corridor context.** The property fronts a four-lane corridor and proximity to services and utilities. The LDC envisions RC-2 for areas on arterial or collector roads with requisite utilities and compatible surrounding intensity.
- **LDC consistency.** The multifamily districts seek smooth transitions in density and "sufficient open space, parking, and landscaping" to reinforce quality living areas. RC-2 provides the flexibility to meet those goals more effectively than RC-1 in this corridor setting.
- **Compatibility and buffering.** Concentrating height toward the corridor and Turnpike edge allows wider buffers, stronger tree preservation where feasible, and potential step-downs toward any lower-intensity neighbors.



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: ZMA-25-0009_____ DRC# _____

I Certify that I have read the above and understand/acknowledge the information contained therein.

Agent Signature: John Adams_____ Date: October 17, 2025 _

Agent Name (Print): John Adams -RJWA, Inc._____

Property Owner Signature: [Signature]_____ Date: 10/17/2025

Property Owner Name (Print): TAE SHIN_____



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

www.property-appraiser.org
Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Owner Information

Parcel ID: 19-25-30-00U0-0050-0000
Owner(S): ORTEKA PARTNERS GROUP LLC
Mailing Address: 6735 CONROY RD STE 305 ORLANDO FL 32835
Property Address: 2220 FORTUNE RD KISSIMMEE FL 34744
Primary Use: PASTURELAND 1-IMP (Code: 6011)
Tax District: 200 - KISSIMMEE

Legal Description

Legal Description: N 1/2 OF NW 1/4 & NW 1/4 OF SE 1/4 OF NW 1/4 LESS SE 1/4 OF NE 1/4 OF NW 1/4 & LESS RD R/W & LESS R/W SUNSHINE ST PKWY & LESS RD R/W & LESS COM AT N 1/4 COR, S 669.97 FT, W 65 FT TO PT ON N/L COUNTRY CROSSING UNIT 3 PB 7 PG 32-33 & POB; CONT W 587.34 FT TO NW COR COUNTRY CROSSING UNIT 3, N 619.95 FT TO S R/W BOGGY CREEK RD, E 42.42 FT, S 10 FT, E 494.73 FT TO POC, CURVE RIGHT, RAD 50 FT, CENT ANG 89 DEG, SELY ALONG CURVE 78.05 FT, S 555.25 FT TO POB & LESS BEG AT SW COR OF LOT 2, OWEN REPLAT PB 17 PG 173, N00-17-02W 615.52 FT TO PT ON S/L OF PARCEL 103 ADDL R/W TAKING PER OR 5910/941, N89-45-58W 30 FT, S00-16-51E 614.18 FT, S89-43-09W 154 FT, S00-16-51E 754 FT, N89-43-09E 183.99 FT TO PT ON W/L OF COUNTRY CROSSING UNIT 3 PB 7 PGS 32-33, N00-16-40W 752.39 FT TO POB LESS COM AT NW COR OF NW 1/4 OF 19-25-30, S00-02-46E 900.18 FT TO POC, CONC SWLY, (CH BEARING S37-15-49E 124.48 FT), SELY ALONG CURVE 124.48 FT TO POB; N53-25-26E 60.99 FT, N05-46-00E 16.31 FT, N00-51-30E 64.07 FT, N80-13-10E 797.42 FT S13-56-02E 606.15 FT, S89-41-58W 738.41 FT, N35-38-11W 312.97 FT TO POC, CONC SWLY, RAD 5929.58 FT, CENT ANG 01 DEG, (CH BEARING N36-08-57W 106.17 FT), NWLY ALONG CURVE 106.17 FT TO POB

Land (Total Records: 3) Total Acres: 52.59

Land	Units	Unit Type	Depth	Value
COMMERCIAL HAY	AC	47.59	0	\$18,084
1 ACRE CURTILAGE EAST AREA OF COUNTY	AC	5	0	\$200,000
MARKET VALUE	AC	47.59	0	\$1,427,700

Property Values (Total Records: 5)

This Is An Agriculture Property.

Values Shown Below Represents Working Appraised Values As Of 08/05/2025, Which Are Subject To Change Prior To Certification

Tax Year	Land	Building(S)	Feature(S)	Market	AG-Benefit	Assessed	Exemption	Taxable
2025	\$1,627,700	\$37,900	\$22,900	\$1,688,500	1409600	\$278,900	\$0	\$278,900

Values Shown Below Represents Certified Values That Appeared On The Tax Roll As Of 10/04/2024

Tax Year	Land	Building(S)	Feature(S)	Market	AG-Benefit	Assessed	Exemption	Taxable
2024	\$1,627,700	\$40,000	\$22,900	\$1,690,600	1409600	\$281,000	\$0	\$281,000

Values Shown Below Represents Historic Values

Tax Year	Land	Building(S)	Feature(S)	Market	AG-Benefit	Assessed	Exemption	Taxable
2023	\$1,627,700	\$38,400	\$22,900	\$1,689,000	1409600	\$279,400	\$0	\$279,400
2022	\$1,924,700	\$31,000	\$22,900	\$1,978,600	1702900	\$275,700	\$0	\$275,700
2021	\$2,030,600	\$27,700	\$22,900	\$2,081,200	1807400	\$273,800	\$0	\$273,800

Exemptions (Total Exemption: 0)

No Records To Display.

Parcel Sales History

Sale Date	Price	Book-Page	Seller(S)	Buyer(S)	Vacant / Improved Deed Code	
2018-02-28	\$5,200,000	5299-1001	IVEY GROVES LTD	ORTEKA PARTNERS GROUP LLC	IMPROVED	WARRANTY DEED
1997-09-18	\$0	1436-1364	WEBSTER DAVID A INDIV & TR 17.647% INT	IVEY GROVES LTD	IMPROVED	CORRECTIVE DEED
1997-09-17	\$0	1436-1362	IVEY CLARENCE L & IVEY ESTHER	IVEY GROVES LTD	IMPROVED	CORRECTIVE DEED
1994-12-23	\$164,100	1231-1739	IVEY CLARENCE L & IVEY CLARENCE L TR	IVEY GROVES LTD	IMPROVED	SPECIAL WARRANTY DEED
1982-05-01	\$0	0587-0765	IVEY GROVES INC	IVEY CLARENCE L & IVEY CLARENCE	VACANT	CORRECTIVE DEED
1982-05-01	\$0	0583-0176	IVEY GROVES INC	IVEY CLARENCE L & IVEY CLARENCE L TR	IMPROVED	WARRANTY DEED

Sales In Subdivision Within Last 1 Year (Total Records: 38)										
Property Address	Date Sold	Price	Book-Page	Bed	Bath	Pool	SqFt	Seller(S)	Buyer(S)	Deed Code
2244 CATTLE DR 122628000000900000	2025-01-09	\$0	6724-1846	0	2	Y	2783	CIRCUIT JUDGE	BROWN JERRY LEE EST & TOWNSEND FRANK M PR	COURT ORDER
2244 CATTLE DR 122628000000900000	2025-01-03	\$0	0000-0000	0	2	Y	2783	BROWN JERRY LEE	BROWN JERRY LEE EST	DEATH CERTIFICATE
0 ZUNI RD 162531426000010050	2025-05-16	\$0	6820-0505	0	0	N	Null	BRACK WILLIAM J JR EST & BRACK STEPHEN PR	BRACK STEPHEN	COURT ORDER
5400 8 MILE RANCH RD 212732000000200000	2025-03-12	\$100	6754-0696	3	2	N	2108	O'BERRY MARSHA	8 MILE REVOCABLE TRUST & O'BERRY MARSHA G TR	QUIT CLAIM DEED
2900 ALBERT RD 033234000000150000	2025-05-22	\$7,000,000	6793-0562	0	1	N	1476	LUKE CLYDE R & LUKE PATRICIA TRAPHAGEN	YEEHAW JUNCTION DISTRIBUTION CENTER LLC	WARRANTY DEED
2455 OLD HICKORY TREE RD 182631000000150000	2025-02-08	\$100	6739-0076	0	3	Y	3038	NEWMAN THRECA	THRECA KLEIN NEWMAN FAMILY TRUST & NEWMAN THRECA KLEIN TR	WARRANTY DEED
2455 OLD HICKORY TREE RD 182631000000150000	2024-12-14	\$0	6739-0075	0	3	Y	3038	NEWMAN WILLIAM J JR	NEWMAN THRECA	DEATH CERTIFICATE
2250 E SOUTHPORT RD 182730000000100000	2024-12-16	\$110,000,000	6713-1332	0	0	N	Null	BRONSONS II LLP	RANCH HAVEN LLC & GOLDEN MEADOWLAND LLC	SPECIAL WARRANTY DEED
4404 LA SALLE AVE S 122730495000010010	2024-11-05	\$100	6768-2486	4	2	N	3062	CESPEDES EZEQUIEL	CESPEDES RANCH LLC	QUIT CLAIM DEED
6610 OLD MELBOURNE HWY 132631259600010010	2024-09-25	\$0	6671-0707	0	0	N	Null	BALRAJ CHANDRA BOSE &	BALRAJ FAMILY REVOCABLE TRUST & BALRAJ CHANDRA BOSE CO-TR	QUIT CLAIM DEED
4690 HUNTING LODGE DR 062731495000010050	2025-04-04	\$100	6773-1892	0	1	N	746	TUMBLESON VENTURES LLC	ANNE'S ACRES LLC	WARRANTY DEED
0 LAKE MARIAN RD 223033000000320000	2025-04-07	\$0	6769-0695	0	0	N	Null	MANNY GEORGE DAVID	FARMER ROSEANNE FRANCES & FARMER RICHARD DAMON	WARRANTY DEED
3825 CANOE CREEK RD 352630495000010660	2024-08-20	\$0	6652-1587	0	3	Y	2747	YATES HENRY C EST & THACKER LAURA JO O PR	HENRY C YATES FAMILY TRUST & THACKER LAURA JO O TR	CORRECTIVE DEED
3640 KISSIMMEE PARK RD 202630495000011110	2024-09-20	\$100	6675-1700	3	2	N	1402	AGUENEGOU BRAHIM & AGUENEGOU GHIZLANE H/W	AGUENEGOU REVOCABLE TRUST & AGUENEGOU BRAHIM CO-TR	WARRANTY DEED
2475 OLD HICKORY TREE RD 182631000000100000	2024-12-14	\$0	6739-0075	0	0	N	5160	NEWMAN WILLIAM J JR	NEWMAN THRECA	DEATH CERTIFICATE
855 VICKERS RD 352933000000100000	2025-04-28	\$0	6780-0116	3	1	N	720	CIRCUIT JUDGE	VICKERS BARBARA JEAN EST & MENZ GLORIA PR	COURT ORDER
1507 LAKE MARIAN RD 223033000000150000	2025-05-28	\$100	6795-1084	3	3	N	2604	WEST NORMAN & WEST CARLOTA	NORMAN & LOTIE WEST REOVABLE LIVING TRUST & WEST NORMAN TR	QUIT CLAIM DEED

3600 LAKE TOHOPEKALIGA RD 322630000000700000	2025-07-11 \$100	6819-1879	4	2	Y	2383	ROHDE EDWIN HENRY III & ROHDE INA KAY H/W	ROHDE HENRY III RLE & ROHDE INA KAY RLE	RESERVING LIFE ESTATE / LADY BIRD DEED
3825 CANOE CREEK RD 352630495000010660	2024-08-20 \$100	6654-1040	0	3	Y	2747	YATES HENRY C EST & THACKER LAURA JO O PR	HENRY C YATES FAMILY TRUST & THACKER LAURA JO O TR	CORRECTIVE DEED
3825 CANOE CREEK RD 352630495000010660	2024-08-21 \$100	6653-0038	0	3	Y	2747	HENRY C YATES FAMILY TRUST & THACKER LAURA JO O TR	SEPERATE NON-GST HOMESTEAD TRUST FBO BRENDA PARTIN & PARTIN BRENDA TR	WARRANTY DEED
4454 MILDRED BASS RD 122730495000010160	2024-11-05 \$100	6786-1569	4	3	Y	2666	CESPEDES EZEQUIEL & CESPEDES MERARI	CESPEDES FAMILY TRUST & CESPEDES EZEQUIEL CO-TR	QUIT CLAIM DEED
2545 OLD HICKORY TREE RD 182631495000010430	2024-12-14 \$0	0000-0000	3	2	Y	2288	NEWMAN WILLIAM J JR	WILLIAM J NEWMAN IV SEPARATE TRUST & STEPHANIE N NEWMAN SEPARATE TRUST	DEATH CERTIFICATE
2475 OLD HICKORY TREE RD 182631000000100000	2025-02-08 \$100	6739-0076	0	0	N	5160	NEWMAN THRECA	THRECA KLEIN NEWMAN FAMILY TRUST & NEWMAN THRECA KLEIN TR	WARRANTY DEED
7225 OLD MELBOURNE HWY 182632342700010080	2025-07-07 \$100	6817-2124	3	2	N	1472	COLLINS JOHN R	COLLINS RESERVE STC LLC	SPECIAL WARRANTY DEED
102 SAWMILL RD 182833000000100000	2024-10-04 \$0	0000-0000	3	2	N	2328	VANOSDOL DONALD	VANOSDOL MONETTE	DEATH CERTIFICATE
4381 TAMI LN 312529000000410000	2024-12-09 \$0	6788-0370	3	2	N	1512	CIRCUIT JUDGE	BRYANT JOHN M JR EST & BRYANT ELIZABETH PR	COURT ORDER
4381 TAMI LN 312529000000410000	2024-09-01 \$0	6788-0367	3	2	N	1512	BRYANT JOHN M JR	BRYANT JOHN M JR EST	DEATH CERTIFICATE
4381 TAMI LN 312529000000410000	2025-03-24 \$100	6788-0375	3	2	N	1512	BRYANT JOHN M JR EST & BRYANT ELIZABETH PR	BRYANT ELIZABETH	PERSONAL REPRESENTATIVE DEED
3820 SAILOR HAMMOCK RD 362931000000250000	2025-03-05 \$100	6751-1174	2	2	N	1785	THOMPSON DOUGLAS C & THOMPSON DEBORRAH BROWN	DOUGLAS AND DEBORRAH THOMPSON REVOCABLE TRUST & THOMPSON DOUGLAS C TR	WARRANTY DEED
1570 PINE GROVE RD 342531476800010030	2025-06-24 \$100	6809-0945	3	2	N	1587	HALL KELLEY M	HALL KELLEY M RLE	RESERVING LIFE ESTATE / LADY BIRD DEED
1550 PINE GROVE RD 342531476800010010	2024-10-22 \$0	0000-0000	3	2	N	1952	CHANEY BOBBY A	CHANEY BOBBY A EST	DEATH CERTIFICATE
3315 TUCKER AVE 302631495000010340	2024-10-30 \$100	6689-1644	3	2	N	2146	JANNAT USA LLC	HICKORY TREE HOLDINGS LLC	QUIT CLAIM DEED
1570 PINE GROVE RD 342531476800010030	2024-09-05 \$0	0000-0000	3	2	N	1587	HALL JEAN A H/W	HALL KELLEY M	DEATH CERTIFICATE
203 FERTIC RD 132630495000010115	2025-06-16 \$100	6805-2482	0	2	N	1635	FERTIC MAUREEN & FERTIC JAROM GID	203 FERTIC ROAD TRUST & FERTIC MAUREEN TR	QUIT CLAIM DEED
3350 GREEN ACRES RD 182631495000010370	2024-12-14 \$0	0000-0000	3	2	N	792	NEWMAN WILLIAM J JR	WILLIAM J NEWMAN JR FAMILY TRUST	DEATH CERTIFICATE
0 KENANSVILLE RD 023234000000350000	2025-05-22 \$7,000,000	6793-0562	0	0	N	Null	LUKE CLYDE R & LUKE PATRICIA TRAPHAGEN	YEEHAW JUNCTION DISTRIBUTION CENTER LLC	WARRANTY DEED
3601 N CANOE CREEK RD 362831000000100000	2024-12-19 \$100	6717-2354	3	2	N	2192	HUIZENGA IDALEE	LAKES PLACE LLP	CORRECTIVE DEED
1550 PINE GROVE RD 342531476800010010	2025-04-16 \$0	6713-0501	3	2	N	1952	CIRCUIT JUDGE	CHANEY BOBBY A EST & HALL SHERRY LYNN PR	COURT ORDER

Buildings Information

Building - 1

Description	Yr Built	Bldg Value	Bldg SqFt	Heated SqFt	Beds	Baths	Half Baths	Roof	Exterior Wall
-------------	----------	------------	-----------	-------------	------	-------	------------	------	---------------

GENERAL OFFICE	1980	\$20,966	1,200	1,200	-	-	-	BAR JOIST/RIGID FRAME			PREFINISHED METAL	
Sub Areas - 1												
Code		Description						Year			Area	
BAS		BASE AREA						1980			1,200	
Building - 2												
Description		Yr Built	Bldg Value	Bldg SqFt	Heated SqFt	Beds	Baths	Half Baths	Roof	Exterior Wall		
GENERAL OFFICE		1990	\$16,974	798	798	-	1	-				
Sub Areas - 2												
Code		Description						Year			Area	
BAS		BASE AREA						1990			798	

Extra Features			
Description	Built Year	Units	Assessed Value
CHAIN LINK FENCE-6 FT HIGH	1980	860	\$2,800
UTILITY UNFINISHED	1980	2700	\$8,100
CARPORT UNFINISHED	1989	228	\$400
A/C-WALL UNIT	2000	1	\$0
WOOD SHED	1990	240	\$800
CARPORT UNFINISHED	1990	4930	\$10,800

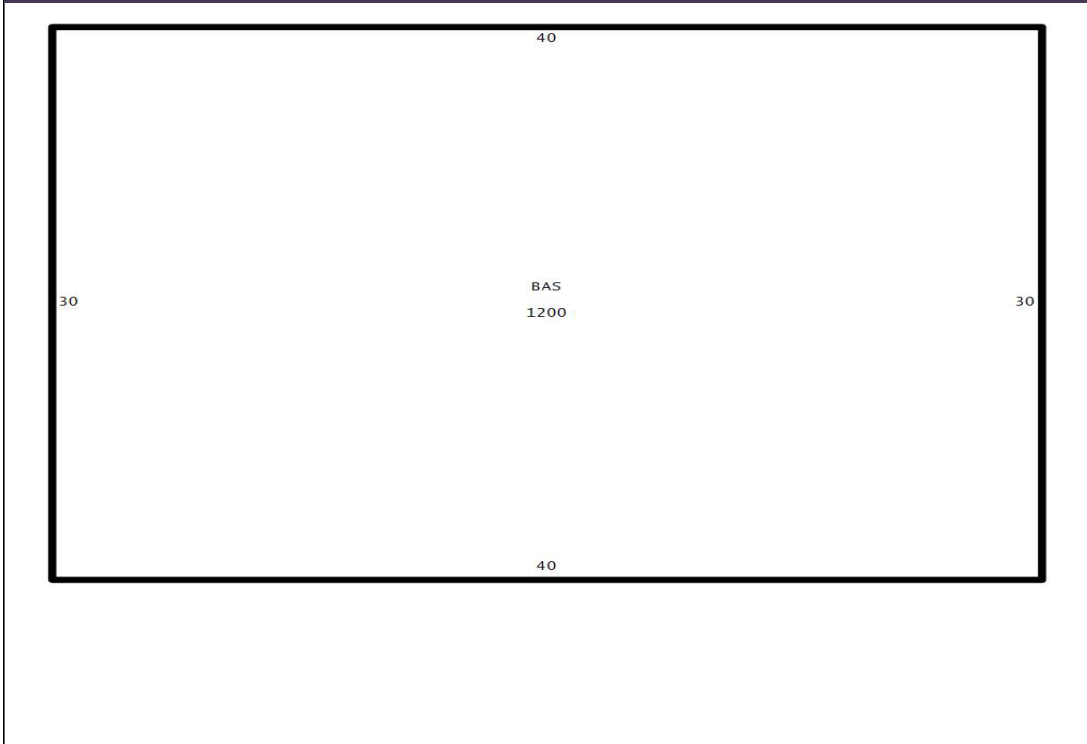
School Info	
Category	Description
ELEMENTARY SCHOOLS	PARTIN SETTLEMENT ELEMENTARY
MIDDLE SCHOOLS	DENN JOHN MIDDLE
HIGH SCHOOLS	GATEWAY HIGH

TPP Info
No Records To Display.

Building 1 Image



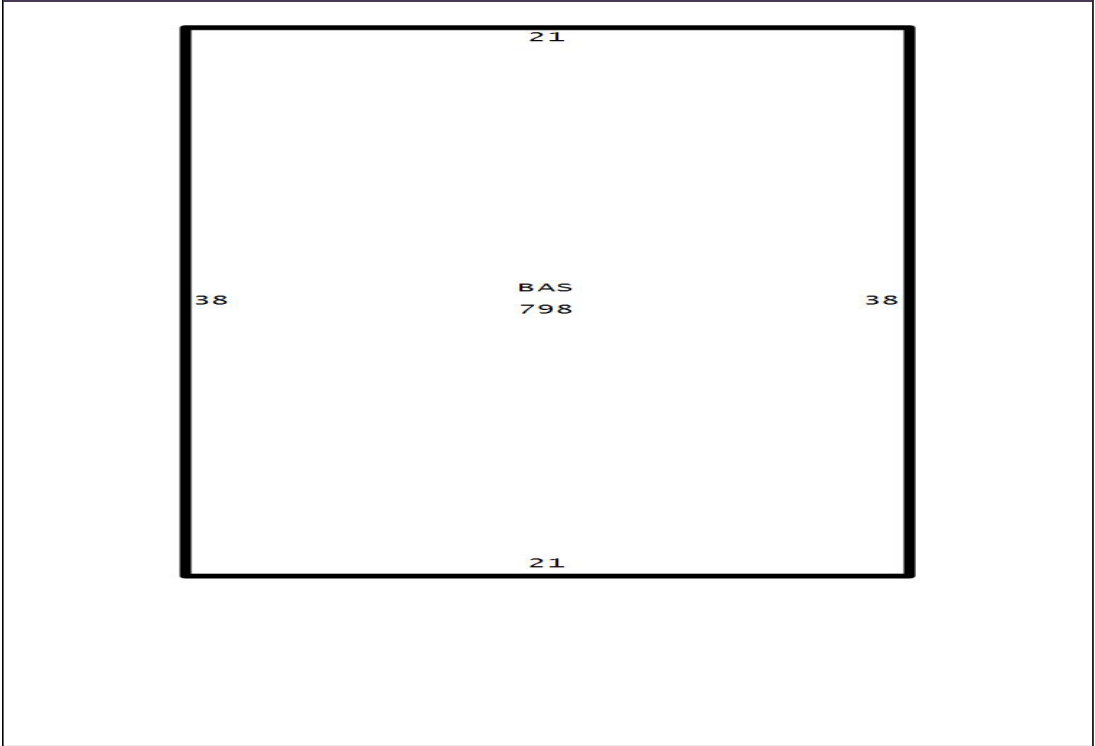
Building Sketch 1: Floor 1



Building 2 Image



Building Sketch 2: Floor 1



ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance # 25-21 - Land Development Code Text Amendment (Chapter 14-2: Terms Defined and Chapter 14-11: Signs)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING SIGNAGE DEFINITIONS IN CHAPTER 14-2; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Amendments to Chapter 14-2 (Definitions) and Chapter 14-11 (Signs) of the Land Development Code.

Explanation

This is a request to amend Chapter 14-2 (Definitions) and Chapter 14-11 (Signs) of the Land Development Code. The need to amend these chapters was largely triggered by a Supreme Court determination (Reed v. Town of Gilbert) that signage cannot be treated differently based on content. It was also necessary to update the signage standards following the 2020 update to the Land Development Code, which established the Form-Based Code Area and replaced the development guidelines in the Vine Overlay and Downtown Community Redevelopment Area Overlay (DCRAO) Design Manual.

Throughout this project, staff worked with a consultant to develop an updated code that is clearer, simplified, and uses imagery and more accessible language. After meeting with the public, businesses, sign companies, City Commission, and the Planning Advisory Board, it was obvious that there was a need to create more transparency within the standards and establish a code that was both user-friendly and comprehensible. Considering this feedback, the proposed signage regulations have been streamlined to be clearer and more standardized. Photo examples were also incorporated throughout to provide back-up and assist with interpretation of the Code.

The last major update to the sign code was in 2012. At that time, sign standards were split into three locations: the Vine Overlay, the DCRAO Design Manual, and the general code. During the 2020 update to the Land Development Code, the Vine Overlay and DCRAO were replaced with the Form-Based Code area; the Vine Overlay sign standards were added as a section of the general sign code and the DCRAO manual remained in place. The proposed amendments would incorporate all standards for signage within the City into one cohesive document while remaining considerate of the needs of the two Community Redevelopment Areas.

As mentioned above, the Supreme Court made a determination in the case of Reed v. Town of Gilbert that signage cannot be treated differently based on content. For example, the current code has standards for "Garage Sale Signs," and "Political Signs" separately, which are not content neutral; therefore,, Garage Sale Signs, Political Signs, and others have been combined into a category labeled "Yard Signs." Language was updated throughout the code to provide standards for size, height, structure, placement, and other characteristics of a sign and eliminate the standards that refer to content.

The Planning Advisory Board reviewed this item on December 3, 2025, and determined that a requirement restricting the timeframe of yard signs, specifically for properties for lease or sale, to 12 months or until the property is leased or sold, whichever is less, would place an undue burden on landowners, real estate agents, and Code Enforcement. Thus, the Board recommended approval of City of Kissimmee

this ordinance subject to removal of that timeframe. These changes have been incorporated into the proposed ordinance included in this agenda packet.

Recommendation

The Planning Advisory Board made a recommendation of approval by a vote of 6-0, subject to the condition that the statement in Table 11-5, Temporary Signs (Yard Signs), remove the 12-month time restriction for properties offered for rent or sale.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

1. Proposed Ordinance 25-21
2. Signs Memo
3. Advertisement

PROPOSED ORDINANCE #25-21
ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF THE CITY OF
KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES;
REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING
SIGNAGE DEFINITIONS IN CHAPTER 14-2; REPEALING ALL
ORDINANCES IN CONFLICT HERewith AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the City Commission of the City of Kissimmee (the “City”) recognizes that signage affects the public health, safety, and general welfare of the businesses and residents of the City, and that in order to preserve and enhance the City as a desirable community in which to live and do business, a pleasing and visually attractive environment is critical; and

WHEREAS, the last significant update to the Kissimmee Sign Code was adopted in 2012; and

WHEREAS, City staff reviewed current signage standards located in the Land Development Code and Downtown Community Redevelopment Area Overlay Design Manual and determined that those standards required revision to be compliant with state and federal law; and

WHEREAS, City commissioned a Land Planning Consultant (“Consultant”) to assist with the development of the Sign Code standards; and

WHEREAS, City and Consultant engaged businesses, signage professionals, and its residents to obtain feedback on how to best revise the Sign Code; and

WHEREAS, it was necessary to update, clarify, and simplify the signage standards in the Code using more accessible language and imagery; and

WHEREAS, the City of Kissimmee Commission agrees with the Sign Code revisions and finds they are necessary for the public health, safety, and general welfare of the businesses and residents of the City.

SECTION 1. RECITALS. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Kissimmee.

SECTION 2. Chapter 14-2 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached “Exhibit A.”

SECTION 3. Chapter 14-11 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached “Exhibit B.”

SECTION 4. SEVERABILITY. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 5. CONFLICT. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. ADMINISTRATIVE CORRECTION. This Ordinance may be re-numbered or re-lettered, and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Attorney, without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 6th day of January, 2026 .

Jackie Espinosa, Mayor-Commissioner

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

Exhibit A
Chapter 14-2
Definitions

TITLE XIV: LAND DEVELOPMENT CODE

CHAPTER 14-1: INTRODUCTION 1

CHAPTER 14-2: TERMS DEFINED..... 1

List of Figures

Figure 2 - 8. Mobile Trailer Sign..... 2

CHAPTER 14-1: INTRODUCTION

[* * *]

CHAPTER 14-2: TERMS DEFINED.

Certain terms or words in this chapter shall be defined as follows unless the text of the article or section in which used clearly indicates otherwise. Terms not defined in this chapter of code shall be interpreted according to the definition found in a common dictionary based on the context used.

[* * *]

MASSING. Massing describes the physical shape and form of a building or group of buildings. Building massing variables include building height, building frontage, lot coverage and lot width.

[* * *]

NONCONFORMING SIGNS. Signs that were previously approved and received a building permit but do not conform to the standards of this land development code.

[* * *]

SIGN. Any structure and all parts composing the same, together with the frame, background or support therefor, which is used for advertising purposes or any statuary, sculpture molding, casting or other objects used for advertising purposes, or any flags, bunting or material used for advertising purposes, or for the purpose of attracting the attention of the public. Murals and other true works of art are not considered SIGNS. Symbolic buildings are not considered SIGNS.

SIGN, A-FRAME. See 'Portable Sign.'

SIGN, ABANDONED. A sign is considered abandoned if a business advertised on that sign is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business on that location.

SIGN, ANIMATED. A sign which utilizes motion of any part by any means, or displays flashing, oscillating, sequential or intermittent lights . This definition does not include changeable copy signs.

SIGN, AWNING. A sign that is painted, silk-screened, stitched on, imprinted on or otherwise applied directly onto the fabric of an awning.



SIGN, BACKLIT. Signs consisting of opaque individually cut letters mounted directly on a structure (push-through letters) and illuminated from behind to create a silhouette of the sign or where the letters are cut out of the sign face and the light shines through the cut-out areas.



SIGN, BANNER. A temporary sign having the copy applied to cloth, paper or fabric of any kind with only such material for backing.

SIGN, BUS STOP. Any sign painted on or attached to a bench or to a shelter for persons awaiting public transportation.

SIGN, BILLBOARD. Any sign advertising a business establishment, activity, product, or service (including entertainment), which is sold, produced, manufactured, available or furnished at a place other than on the property on which the sign is located.

SIGN, BUILDING. A sign attached to a building. The term includes wall, projecting, awning, canopy, and window signs.

SIGN, CABINET. An internally illuminated sign in which a removable sign face (usually with translucent sign graphics) is enclosed on all edges by a cabinet which contains the electrical and structural components of the sign.



SIGN, CHANGEABLE COPY (MANUAL). Signs displaying copy that can be manually changed by use of removable letters and numerals.



SIGN, CHANGEABLE COPY (ELECTRONIC/MECHANICAL). Also known as *message center signs*, a sign on which the message can be changed electronically or mechanically.



SIGN, CHANNEL LETTER. A sign consisting of individually lit cabinets are arranged on a raceway or other support to compose the overall sign. May be illuminated or non-illuminated.



SIGN, COLD AIR INFLATABLE. Any sign of uric type material, inflated by continuous cold air to a point of semi-rigidity. This term does not include helium balloons.



SIGN, FEATHER BANNER. A temporary feather-shaped sign consisting of a fabric material attached to a freestanding support pole.



SIGN, GROUND. Any freestanding solid monument structure containing a sign face which is supported solely by its own ground-mounted base (or poles) and which is not attached or affixed in any way to a building or other structure.



SIGN, HANGING. A sign that is placed under a marquee, awning or arcade, perpendicular to the building façade, and not intended to be seen by motorists.



SIGN, HUMAN. A sign that is held or worn, including costumes, by a person for the purpose of advertising, providing information about or promoting a business, commodity, service, product or other commercial activity.

SIGN, ILLUMINATED, EXTERNAL. Any sign illuminated by shielded electric lights which are not part of the sign.



SIGN, ILLUMINATED, INTERNAL. Any sign illuminated by electric lights located within the sign or luminous tubes designed for that purpose.



SIGNS, INCIDENTAL. Signs that are incidental to a business operation and help guide and keep customers safe on a site,

SIGN, MARQUEE. A sign suspended from, attached to, supported from or forms a part of a marquee.



SIGN, MOBILE TRAILER. An electronic message board attached to a portable trailer typically used in a temporary fashion to inform the public of necessary events, detours, construction activity, or other items that may affect pedestrian and vehicular traffic flow.

Figure 2 - 1. Mobile Trailer Sign



SIGN, OFF-SITE. Any sign that advertises or directs the public to a location other than where the sign is located. See Billboard sign definition.

SIGN, PARASITE. Any sign, for which no permit has been issued, which is attached to another sign.

SIGN, PORTABLE. Any sign not permanently attached to the ground or other permanent structure and typically used by restaurants, retail, and personal service establishments to attract pedestrian traffic.



SIGN, POLE. Any sign erected upon a pole, poles or a pylon, and which is wholly independent of any building and/or other structure for support.

SIGN, POLITICAL. A temporary sign identifying and urging voter support for a particular election issue, political party, or candidate for public office in connection with any national, state, local election.

SIGN, PROJECTING. A sign attached to a building wall or other structure and extending perpendicular to its face.



SIGN, ROOF. A sign erected over, across or on the roof of any building, which is dependent on the roof, parapet or upper walls of a building for support.



SIGN, SANDWICH BOARD. A type of portable sign usually in a two-sided A-frame design.

SIGN, SNIPE. A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, walls, trash receptacles, benches or fences, or to other objects.



SIGN, SWINGING. Any sign that swings freely from or on supports regardless of the guy wires used in connection therewith.

SIGN, WALL. A sign which is affixed to and flat against an exterior wall of any building and which is parallel thereto and supported by said surface. Wall signs may consist of individually mounted letters and characters



SIGN, WINDOW. A sign painted on, hanging within three feet, or attached to a window or glass door. For the purpose of this definition, a window is an opening in the wall of a building that is fitted with glass. Individual panes or sashes are not considered windows, but rather parts of a window.



SIGN, WINDOW WRAP. A custom-designed vinyl covering applied to the exterior or interior surface of a window for advertising purposes. The vinyl is typically perforated with small holes, allowing visibility from the inside looking out, while displaying a full graphic image from the outside.



Exhibit B
Chapter 14-11
Signs



SIGN CODE UPDATE

DRAFT - November 2025

TITLE XIV: LAND DEVELOPMENT CODE

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CHAPTER 14-11: SIGNS

14-11-1. Purpose and Intent.

The purpose and intent of this chapter is to provide the minimum standards to promote and protect the public health, safety, general welfare and aesthetics of the city by regulating existing and proposed signs within the city. The regulations are also intended to reduce hazards, ensure signs do not create visual clutter and facilitate the communication of the intended messages to the public. The aesthetic impact of signs is an economic fact which may bear heavily upon the enjoyment and value of property; therefore, the regulation of signs is validly justified on the basis of conserving the value. Specific objectives of the sign regulations contained in this chapter include:

- A. Protect property values, create a better business climate and enhance the physical appearance of the community.
- B. Improve pedestrian, bicycle and vehicular safety.
- C. Reduce visual pollution.
- D. Minimize the negative effect that signs may have on other properties as a result of their size, height, illumination, brightness, or movement.
- E. Regulate the appearance and design of signs to enhance the visual appeal of the city and contribute to the City's goal of achieving quality development.
- F. Allow for traffic control devices consistent with state, local and national standards.
- G. Address the removal of unsafe and hazardous signs.

14-11-2. Severability.

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word in this chapter is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of the Code of Ordinances.

14-11-3. Applicability.

The provisions of this chapter shall apply to all new signs erected within the city, except the following. Such signs, however, are not exempt from the structural, electrical, or material specifications set forth in other chapters of this code and the Florida Building Code.

- A. Signs required by law (e.g., traffic control devices);
- B. Vehicle signs, unless they are frequently parked within view from the right-of-way (See **Section 14-11-5**);
- C. Signs located entirely within a building or enclosed space and not intended to be visible from the street;
- D. Signs internal to a plaza or courtyard or other exterior space not visible from a public street or public sidewalk;
- E. Signs printed on the fabric of table umbrellas used for outdoor dining or special events.

14-11-4. Non-conforming and Abandoned Signs.

Non-conforming signs (defined in Chapter 14-2) may continue to be used; however, sign structures determined by the City to be abandoned (as defined in Chapter 14-2), destroyed, substantially damaged, or altered to an extent exceeding 50% of the value of the sign must be removed or brought up to code within 60 days of Code Enforcement notification via certified mail.

Abandoned signs that are otherwise conforming to the provisions of this chapter are not required to be removed; however, if the sign panels are removed, they shall be replaced within 30 days of the business closure with non-illuminated panels.

14-11-5. Prohibited Signs.

Except as otherwise provided in this chapter, the following signs shall be prohibited everywhere in the city:

- A. Any sign not prescribed as a permitted sign by this chapter or not permitted by city building or electrical codes.
- B. Signs that move, revolve, twirl, rotate, or flash (e.g., including multi-prism signs, inflatable tube signs, scrolling/rolling text, videos and the like) This does not include changeable copy signs adhering to Section 14-11-7.E.

Figure 11- 1. Movable signs



- C. Bench signs, unless approved by the City Commission as part of a vendor procurement process.
- D. Bunting as defined in Chapter 14-2.
- E. Cabinet signs with internally illuminated backgrounds (see Section 14-11-7.D, illumination). .
- F. Window wrap signs, as defined in Chapter 14-2, covering more than 75% of a window.
- G. Fence signs, other than approved temporary signs and street wall signs specifically permitted elsewhere in this chapter.
- H. Signs of 20 square feet or more attached to, placed on or painted on vehicles or mobile trailers parked for a period of 24 hours either in the public right-of-way or within 50 feet and in plain view from the public right-of-way (see **Figure 11-2**).

Figure 11- 2. Signs on Parked Vehicles



- I. Parasite signs.
- J. Portable signs other than those permitted by Section 14-11-11.
- K. Mobile trailer signs.
- L. Pole/pylon signs.
- M. Roof signs.
- N. Snipe signs.
- O. Swinging signs, except for hanging signs.
- P. Signs on public property or right-of-way, other than signs placed or authorized by government agencies.
- Q. Signs that have unshielded illuminating devices or that reflect lighting onto public rights-of-way thereby creating a potential pedestrian, bicycle, or vehicular hazard.
- R. Signs that are not consistent with Chapter 847 (Obscenity) of the Florida Statutes.
- S. Any sign that could be confused with a traffic signal or sign and signs that obstruct, conceal, hide, or otherwise obscure from view any official traffic or government sign, signal, or device.
- T. Any private sign extending over a public right-of-way, other than those specifically authorized in this chapter.
- U. Any sign emitting audible sound or a visible substance such as smoke or steam.

14-11-6. Administration, Permits and Adjustments.

A. Administrator.

Administration of this chapter is vested in the Development Services Department.

B. Permit Required.

1. No sign shall be erected, altered, or relocated without a permit issued by the Building Division, unless exempted by this chapter or the Florida Building Code. All signs must comply with the Florida Building Code, the Florida Statutes and any other applicable state, county, or federal regulation.
2. Where it can be determined that any part of a sign placement was started prior to permit issuance, fines/penalty fees and/or other Code Enforcement action may apply, per the applicable section of the Code.

C. Sign Permit Exemptions.

In addition to the signs listed as exempt in Section 14-11-3 (Applicability), the following activities and signs shall not require a sign permit. However, such signs are not exempt from the structural, electrical, or material specifications as set forth in other chapters of this code and the Florida Building Code.

1. Changing the sign content/message on message center signs.
2. Painting, repainting, cleaning and other normal maintenance or repair of a sign structure unless the sign structure is modified.
3. Small signs, each measuring two square feet or less.
4. Temporary Signs, unless otherwise specifically required in this chapter.
5. Up to two flags per site with a maximum size of 60 square feet per flag. Flagpoles shall not exceed a maximum height of 30 feet and require a permit.
6. Signs located within a courtyard or other interior open space and not visible from the public right-of-way.
7. Address Numbers, provided they conform with the Osceola County Code of Ordinances and the following.
 - a. Residential building address numerals shall be at least three inches high and one-half inches in width.
 - b. Non-residential building address numerals shall be at least five inches high and one-half inches in width. Address numerals must be placed at both the front and rear doors and must be of a contrasting color to the building.
 - c. No digit may have a height or width greater than 12 inches without meeting copy area and other sign standards of this chapter.

D. Administrative Adjustment.

The administrative adjustment process provides a mechanism by which the regulations of this chapter may be modified if the proposed signs meet the intended purpose of the sign regulations. Administrative adjustments provide flexibility for unusual situations and allow for alternative ways to meet the purposes of this Code while providing certainty and the efficient processing of applications. This process may also be used to propose a creative sign that is unique in design and exhibits a high degree of construction, manufacturing, thoughtfulness, imagination, inventiveness and spirit.

1. Standards eligible for adjustment: Adjustments shall be limited to the size, height, and/or setback of an on-site sign, with a maximum 10% increase of any measurable dimension. No adjustments shall be granted for the following items:
 - a. Changes in permitted types of signs.
 - b. Adjustments which permit building signs to extend above the roof line.
 - c. Adjustments which permit a sign to be located in a visibility triangle.
 - d. Adjustments which permit a prohibited sign.
2. Application Submittal and Review Authority: The applicant must submit the adjustment request in writing at or before the time of permit application and must list the specific adjustments requested and the reasons for the request. The Development Services Director (or designee) shall have the authority to approve administrative adjustments on a case-by-case basis when appropriate.

3. Review Criteria:

- a. When reviewing applications for administrative adjustments based on hardship, the Director shall consider the following:
 - i. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the surrounding area;
 - ii. The special conditions and circumstances do not result from the actions of the applicant;
 - iii. Granting the requested adjustment will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings or structures in the same zoning district;
 - iv. Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and would create unnecessary and undue hardship on the applicant;
 - v. The granted adjustment is the minimum adjustment that will provide reasonable visibility to the business or property that is the subject of the adjustment;
 - vi. The granting of the adjustment will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare;
 - vii. The granting of the adjustment shall not be based on economic hardship; and
 - viii. The proposed adjustment meets the intent of this chapter.
- b. When reviewing applications for administrative adjustments based on creativity, the Director shall consider the following:
 - i. The sign represents a substantial aesthetic improvement to the site and will have a positive visual impact on the surrounding area;
 - ii. The sign is of unique design and exhibits a high degree of construction, manufacturing, thoughtfulness, imagination, inventiveness and spirit;
 - iii. The sign provides strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale and proportion; and
 - iv. Applications for adjustments shall be reviewed and considered for approval without regard to the content of the signs.

4. Procedure and Approval. The Architectural Review Committee (ARC) must review the request for adherence to the criteria above and make a recommendation to the Director based on their findings. The Director must determine whether to approve or deny said request and may impose conditions on the approval that will lessen potential negative impacts of the sign and/or increase conformity to this chapter.
5. Appeal. Appeals to the Director's decision must be reviewed by the Board of Adjustment, in accordance with Section 2-182 of the Code of General Ordinances.

14-11-7. General Provisions.

A. Non-Commercial Message

Notwithstanding anything contained in this chapter to the contrary, it is further intended that any sign erected pursuant to the provisions of this chapter or otherwise lawfully existing with a commercial message may, at the option of the owner, contain a non-commercial message in lieu of a commercial message. The non-commercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another, as frequently as desired by the owner of the sign, provided that the sign is legal and conforming to this chapter, which includes nonconforming signs.

B. Measurement of Copy Area.

The copy area of a sign shall be measured by drawing a simple geometric shape (i.e., square, rectangle, circle, oval or triangle) around the outer edge of the message (see **Figures 11-3** and **11-4**). The following measurement provisions shall also be observed. At the time of building permit submittal, the applicant must indicate on the plans which method of measurement was utilized for the proposed copy area.

1. For signs painted on or affixed directly to a structure (e.g., monument sign structure, building wall or facade) and having no discernible boundary, the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message shall be included in any computation of the copy area.
2. Sign components placed on the same plane as the sign face, wall, awning or structure must be considered one sign and the intervening areas between sign components included in the computation of the sign copy area (see **Figure 11-3**, option D).
3. Sign perimeter bands and backgrounds that differ in color or material from the surface where they are installed must be included as part of the calculation of copy area. (see **Figure 11-3**, option B)
4. Supporting structures (base, columns, framework, bracing and similar elements) that are clearly incidental to the display itself shall not be computed as copy area.
5. Double-faced (back-to-back) signs shall be regarded as a single sign with one face measured when calculating copy area, only if:
 - a. Mounted on a single structure;
 - b. The distance between each sign face does not exceed two feet;
 - c. For angled signs, the angle between faces must not exceed 45 degrees.
6. A sign that wraps around the building will be counted as separate signs, one for each façade.
7. A sign that consists of one or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture, or statue-like objects) not having conventional sign faces shall be measured as follows:
 - a. Signs with three-dimensional objects that project six inches or less from the sign face shall be measured as a flat sign.
 - b. Signs with three-dimensional objects that project more than six inches from the sign face shall be calculated by adding the area of the faces of the smallest cube or rectangular prism which could enclose the entire sign volume (see **Figure 11-5**) divided by two. All dimensions and calculations must be shown on the submitted plans.

Figure 11- 3. Sign Copy Area Measurement – Free Standing Signs

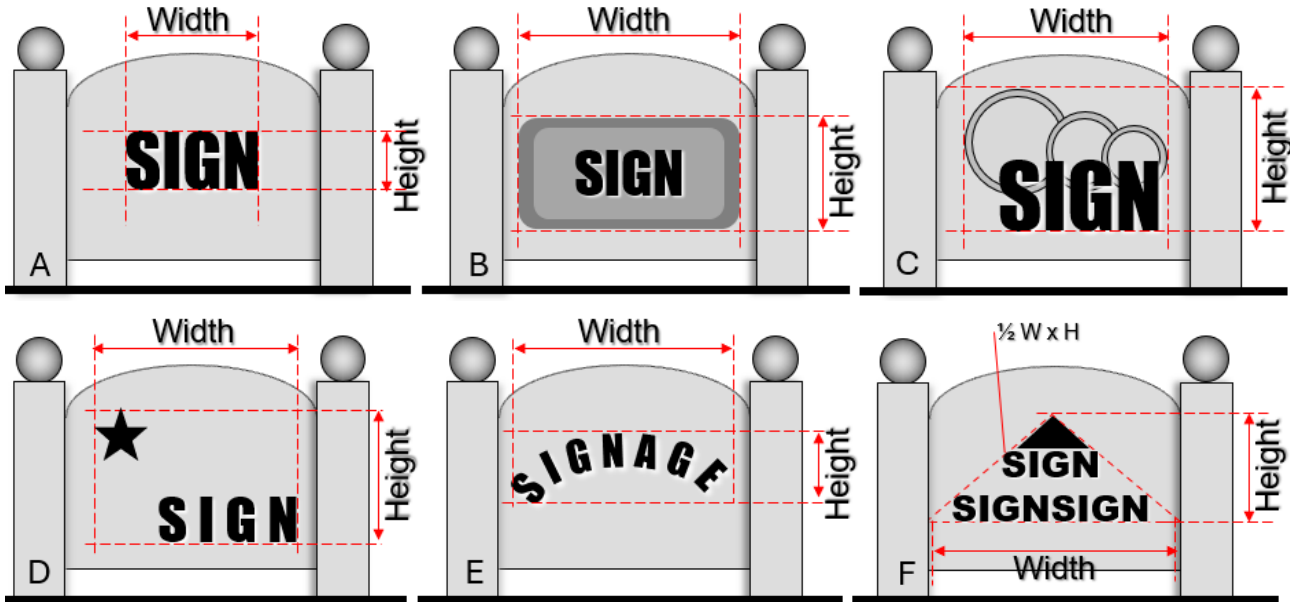


Figure 11- 4. Sign Copy Area Measurement – Building Signs





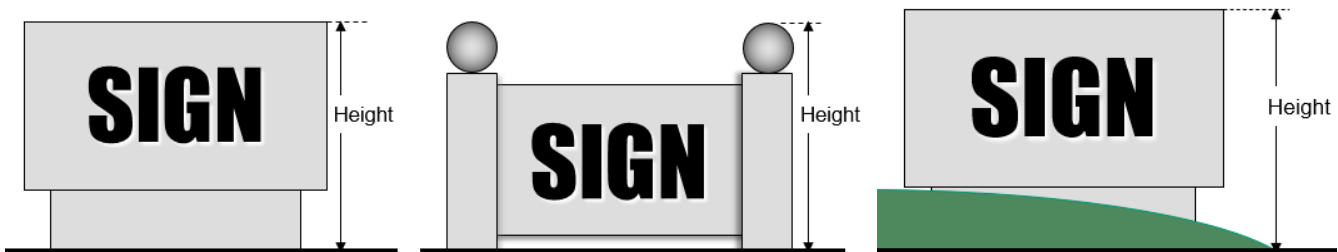
Figure 11- 5. Three-Dimensional Signs



C. Freestanding Sign Height.

The height of a freestanding sign shall be measured from the base of the sign or supportive structure at its point of attachment to the ground, to the highest point of the sign (see **Figure 11-6**). A freestanding sign on an improved or developed base, including a graded earth mound (right image), shall be measured from the grade of the nearest pavement or top of any pavement curb.

Figure 11- 6. Measurement of Freestanding Sign Height

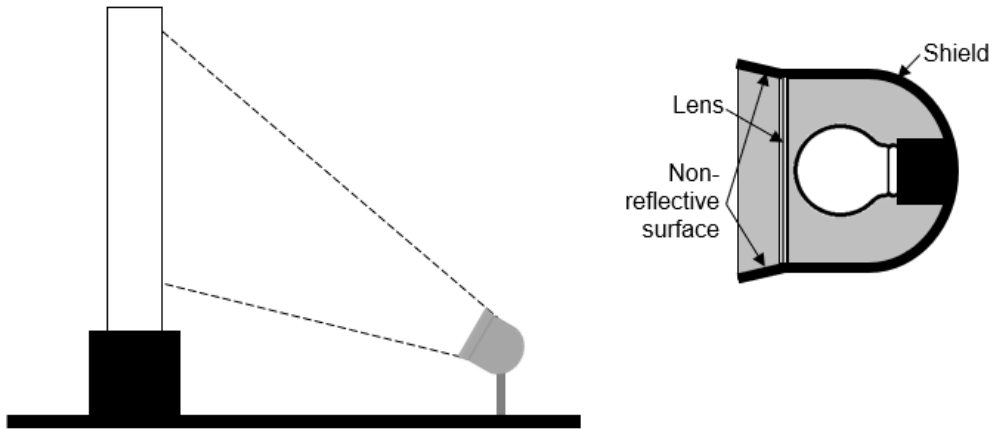


D. Illumination

The following requirements are intended to provide effective, aesthetically appropriate methods for illuminating signs while protecting adjacent properties and right-of-way from adverse impacts of such lighting. Unless specifically addressed elsewhere in the sign code, the following standards shall apply to all signs.

1. The light source for externally illuminated signs must be shielded and directed away from adjoining street rights-of-way and properties (see **Figure 11-7**). The interior surface of the shield outside the lens shall have a dull and dark finish to prevent reflection of light.

Figure 11- 7. Shielded Light Source



2. Internally illuminated signs shall comply with the following.
 - a. There shall be no increase in ambient lighting on residential properties adjacent to the property displaying the sign, measured at the joint property line.
 - b. Internally illuminated signs, including LED signs, shall not produce more than 1.5 foot-candles measured four feet from the base of the sign, one hour after sunset.
3. Within the FBC area, signage must be illuminated by external means only, except for:
 - a. Neon window signs;
 - b. Signs along Street Type A; and
 - c. Signs along Street Type B, except within the Downtown Community Redevelopment Area (DCRA) where wall and ground signs must be illuminated by external means only.
4. No sign shall have blinking, flashing, spinning or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction, except for message center signs in compliance with this chapter.
5. Neon may only be used in conjunction with window signs (See **Figure 11-8**).

Figure 11- 8. Examples of Neon Window Signs



6. Cabinet signs are only allowed in conjunction with push-through or cut-out lettering where only the message appears to be lighted (see **Figure 11-9**). Cabinet signs with removable translucent backlit panels are prohibited (see **Figure 11-10**).

Figure 11- 9. Examples of Cabinets with Illuminated Push-Through and Cut-Out Lettering



Figure 11- 10. Examples of Prohibited Cabinet Sign Illumination



7. Channel letter signs may be front lit (each letter has interior lighting that shines through the surface, see **Figure 11-11**); backlit (lighting in the back creates a halo effect surrounding the letter, see **Figure 11-12**); a combination of front and backlit (see **Figure 11-13**); or open face (see **Figure 11-14**). If channel letters are installed on a raceway (track), the raceway must be the same color as the surface where it is installed. The light source used must be shielded from view of adjacent properties and rights-of-way.

Figure 11- 11. Examples of Front-Lit Channel Letter Signs



Figure 11- 12. Examples of Backlit Channel Letter Signs



Figure 11- 13. Examples of Combined Front-Lit and Backlit Channel Letter Signs



Figure 11- 14. Examples of Open Face Channel Letter Signs



8. Interior illuminated high gloss/plasticized awnings (see **Figure 11-15**) signs are prohibited.

Figure 11- 15. Examples of Backlit High-Gloss/Plasticized Awnings - Prohibited.



9. Commercial accent lighting, fiber optic, LED, or similar type lighting is permitted in non-residential uses within non-residential districts only. This type of lighting is used to illuminate architectural features or accent outdoor plazas or patios and can be viewed from a public right-of-way. The illumination is not intended to convey a business message or other such business identification or advertising. The lighting must be stationary, not running or flashing, and must not cause glare or excessive brightness on adjacent properties or adversely affect the operation of vehicles on public rights-of-way. Lights must be maintained in good working order and meet all applicable building and related codes. Neon tubing or fluorescent lighting shall not be permitted as part of this provision.

Figure 11- 16. Examples of Commercial Accent Lighting



Figure 11- 17. Examples of Rope Lighting



E. Changeable Copy Signs (Message Centers).

Freestanding signs permitted in this chapter may include changeable copy (manual, mechanical, or electronic, see **Figure 11-18**) as noted in **Tables 11-1** and **11-2**, and are subject to the following standards:

1. The changeable copy sign must not cover more than 50% of each ground sign copy area.
2. Electronic message center signs shall not exceed 0.3 footcandles at night at a distance measured by the following formula: distance = square root (area × 100).
3. Such signs must be equipped with a sensor that will automatically dim based on ambient light conditions.
4. The background of illuminated message centers that change message manually shall not be translucent.
5. The screen may change no more often than once every 10 seconds, such that an entire message may be read within a single frame, rather than a scrolling or constantly transitioning message. Therefore, no animation, scrolling, exploding, fading, firework patterns, or similar styles that are deemed to cause concern for safety and involve a constant motion on the screen shall be permitted.

Figure 11- 18. Examples of Changeable Copy Signs



F. Sign Design

The following requirements, in addition to the requirements of **Sections 14-11-8 through 14-11-11**, are intended to create a minimum aesthetic standard that will enhance the businesses they are designed to promote while avoiding negative visual impacts to surrounding properties.

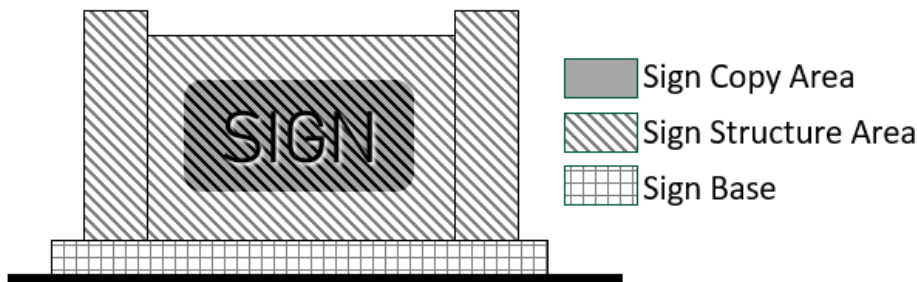
1. All signs must be coordinated with the architectural design of the building in terms of size, shape, color, materials, texture and lighting.
2. The base of a freestanding sign shall not include messages and shall not exceed two feet in height
3. Freestanding sign support, upright, bracing, or framework must be encased in an ornamental shell of stone, brick, ornamental metal, or similar materials compatible with the architecture of the building or other site features. An exception to this provision would be an external support structure extending between grade and the base of the copy area that must not exceed two supports (see **Figure 11-19**).

Figure 11- 19. Exposed Sign Structure



4. The size of the sign structure (not including the base but including the sign copy area) must not exceed 125% of the copy area. For example, if the proposed sign copy area is 24 square feet, 30 square feet of overall sign structure shall be allowed ($24 \times 1.25 = 30$).

Figure 11- 20. Measuring Maximum Size of Sign Structure



5. Attached signs must respect the scale of the façade and shall not protrude above roof lines.
6. Sign supports and brackets must be compatible with the design and scale of the sign.
7. Raceways and other supporting structures for attached signs shall be painted to match the color of the wall behind the sign.
8. Signs may be hand-painted onto the building but shall not be painted onto plywood or other materials to be attached to the building. Signs may not be painted on natural materials such as brick or stone.
9. Signs shall enhance the primary design elements or unique architectural features of the building and shall not obstruct windows (except for window signs), doors, trim, cornices, or other architectural features.
10. Buildings and sites utilizing multiple signs must create a coordinated theme of uniform sign design elements including size, materials and placement.
11. Where the rear or side of any sign is visible from any street or from any adjoining residential district, said side or rear must be finished in such a way as to conceal the structural member of the sign.
12. Signs must be placed in a manner which is sensitive to the existing vegetation and natural features on the site and meeting the Landscaping and Tree Protection requirements of Chapter 14-8. Freestanding signs must be located so as to avoid the unnecessary removal or hat racking of trees or otherwise adversely impact existing trees.
13. Landscaping must be provided around the base of freestanding signs with a minimum width of 36 inches and a minimum height of 18 inches and shall include low growing shrubs and ground cover and/or flowering annuals to promote color.

14. The following sign materials shall be prohibited:

- a. Paper;
- b. Fabric (unless used for temporary banners or awnings);
- c. Plywood;
- d. Unfinished metal, unless approved by the Architectural Review Committee (ARC);
- e. Other materials that easily warp, fade, or degrade in quality due to exterior use.
- f. Foam, unless used as an accent material and approved by the ARC.

G. Maintenance.

All signs shall be subject to the maintenance standards outlined in Chapter 9, Article V, Minimum Property Maintenance.

14-11-8. Permanent Signs in Residential Districts.

Subdivisions, multifamily developments and non-residential uses in residential districts, including AC, OS, and PUDs with a residential future land use map designation may erect a freestanding sign or a building sign as shown in **Table 11-1**. Non-residential establishments located in an **RB-2 District**, which have received conditional use approval, shall be allowed signage in accordance with **Section 14-11-9** unless more restrictive requirements are established as part of the conditional use approval process for the use.

Table 11 - 1. Permanent Signs in Residential Districts

	FREESTANDING SIGN	BUILDING SIGN
		
Type of signs allowed	Ground	Wall or Projecting
Number of signs	One double-sided sign at each vehicular access point to a development site (subdivision, multi-family or non-residential site) (see Figure 11-21) or two single-sided signs flanking each vehicular access point to a residential development (Figure 11-22)	One per multi-family or non-residential building; Two for non-residential buildings having more than 40,000 square feet of space and more than one public entrance (doorway) into the building.
Sign copy area	36 square feet maximum. The copy area of one ground sign may be increased by 50% if no other allowable ground signs on site are used and said sign fronts on a Street Type A or B. The sign shall not be eligible for a creative sign bonus.	1 square foot per lineal foot of building/unit frontage (along a public or private street, parking lot or courtyard) up to a maximum size of 36 square feet per sign.
Sign height	4 feet maximum / 6 feet if attached to a perimeter wall	N/A
Minimum setbacks/ location	Minimum of five feet from the right-of-way. Located outside of sight visibility triangles.	Wall signs on multistory buildings shall not be located above the first floor. Projecting signs may extend to upper floors.

	FREESTANDING SIGN	BUILDING SIGN
Illumination	Exterior illumination only. See Section 14-11-7.D for additional standards.	Exterior illumination only. See Section 14-11-7.D .
Changeable copy	Only permitted for non-residential uses on lots which directly front a Street Type A or B. See Section 14-11-7.E .	Not allowed.
Sign permit	Required.	Required.
Design standards	See Section 14-11-7.F	

Figure 11- 21. Double-Sided Sign at Entrance



Figure 11- 22. Single-Sided Signs at Entrance



14-11-9. Permanent Signs in Non-Residential and Mixed-Use Districts.

A. Ground signs.

All permanent freestanding signs in non-residential and mixed-use districts, including the Form-Based Code area, the RPB district and approved non-residential uses in the RB-2 district, must comply with the following standards (see **Section 14-11-7.F** for additional design and landscaping requirements). Street Types are defined in the City's Comprehensive Plan.

Table 11 - 2. Permanent Signs in Non-Residential and Mixed-Use Districts

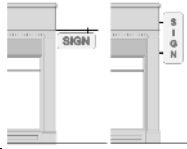
	GROUND SIGNS ¹	
		
Number of signs	One sign per lot frontage on a street. See Section 14-11-10.B for ground sign limitations in the Form-Based Code area. Not all sites will be able to accommodate a ground sign. Ground signs are prohibited along Broadway and on Main Street south of Vine Street. Enclosed development sites that include multiple platted lots fronting on interior or private roads may have one ground sign per development site entrance plus the individual ground sign for each lot.	
Max. Copy Area	Along Street Type A: 100 sq. ft. Along Street Type B: 36 sq. ft. Along all other streets: 24 sq. ft. When a property fronts multiple streets with different classifications, copy area allocations must not be transferred between frontages.	
Maximum sign height	Along Street Type A: 10 ft. Along Street Type B: 7 ft. (see Section 14-11-10.B) Along all other streets: 4 ft.	
Minimum setbacks/ location	3 feet from all property lines; 25 feet if adjacent to residentially zoned districts. When two primary ground signs are located on the same property, a minimum 100-foot separation, measured along the property line, must be provided between signs. Located outside of sight visibility triangles.	
Changeable copy	Permitted for signs on lots which directly front a Street Type A or B. See Section 14-11-7.E.	
Illumination	See Section 14-11-7.D.	
Sign permit	Required	

¹ For hospital sign standards see Master Sign Plan provisions in **Section 14-11-12**.

B. Building Signs.

The signs outlined below are intended to be used in coordination with each other to provide a cohesive and effective sign package for each business. When used in combination, these signs will work together to provide visibility both from adjacent streets as well as pedestrians (see **Section 14-11-7.F** for additional design requirements). The window sign standards apply to the form-based code area only.

Table 11 - 3. Building Signs in Non-Residential Districts

NON-RESIDENTIAL BUILDING SIGNS				
				
Type of signs allowed	Wall	Projecting	Awning	Window
Number of signs	One wall, projecting, or awning sign per ground floor establishment, including establishments and multi-family developments with no frontage on the ground floor but with a dedicated public entrance on the ground floor of the building.			One sign per window, including transom windows.
Aggregate size (all building signs combined):	Buildings more than 120 feet from the adjacent right-of-way: 1.5 square feet per lineal foot of building/unit frontage (along a public or private street, parking lot or courtyard) All others: One square foot per lineal foot of building/unit frontage			Window signs do not count toward the allowable size.
Max. size per sign ¹	150 square feet	4 square feet for horizontal signs. 24 square feet for vertical signs	10% of the surface area of the front facing surface area of the awning where the sign is placed	4 sq. ft. or 20% of each window, whichever is less. See Section 14-5-7.F for window transparency requirements.
Location	Signs must not be located above the first floor Wall signs on buildings of up to three stories shall be located between the first and second floor windows. Wall signs on buildings of more than three stories may be placed on the top floor of the building (see Figure 11-23).	Minimum 8-foot clearance from the ground Minimum set back of 3 feet from adjacent vehicular use areas. Encroachment into the public right-of-way is not allowed (except along Broadway, if permitted by the public entity that has control over the public right-of-way).	Minimum 8-foot clearance from the ground Minimum setback of 3 feet from adjacent curb or vehicular use areas. Awning signs must allow a minimum space of 1.5 inches between the edge of the sign copy and the edge of the awning.	Ground floor only
Changeable copy	Not allowed.	Not allowed	Not allowed	Not allowed
Illumination	See Section 14-11-7.D .	See Section 14-11-7.D .	External illumination only.	Neon only
Sign permit	Required	Required	Required	Not required
Design standards	See Section 14-11-7.F			

¹ For gas stations, the attached sign size allowance is calculated based on the building length, not the canopy. However, the sign may be installed on the building or the canopy.

Figure 11- 23. Wall Sign on Multi-story Buildings



C. Additional Signs

In addition to the freestanding and building signs allowed in the previous subsections, there are other signs that are permitted in non-residential districts which do not count toward the allowable size or number of signs noted in the previous sections. They must meet the following provisions and the design requirements of **Section 14-11-7.F**.

Table 11 - 4. Ancillary Signs in Non-Residential Districts

	Incidental Signs	Pedestrian Signs	Drive Through
Type of sign	Freestanding or attached	Hanging	Freestanding
Number	Up to 6 per site, unless the Director approves additional signs to ensure safety	1 per tenant	1 per drive-through lane
Max. size per sign	6 square feet	1.5 square feet	40 square feet maximum
Max. Sign height	4 feet (including base) for ground signs	NA	8 feet
Location	Minimum 3 feet from all property lines; 25 feet if adjacent to residentially zoned districts	Under canopy or arcade with an 8-foot minimum clearance	Adjacent to the drive through lane
Design	All incidental signs must be coordinated in type and color	NA	NA
Changeable copy	No	No	Yes (Section 14-11-7.E)
Illumination	Yes (Section 14-11-7.D)	No	Yes (Section 14-11-7.D)
Sign Permit	Yes	Yes	Yes

D. Gas Station Canopy.

In calculating lineal feet of building frontage for purposes of determining wall sign size, gasoline station canopies shall not be included. However, an additional sign not to exceed four square feet shall be permitted on each side of a gas station canopy.

14-11-10. Special Districts

A. AO District and AI District Signs.

Signs in an AO or AI District must comply with the following additional regulations and shall be reviewed for compliance with these regulations by the Airport Director.

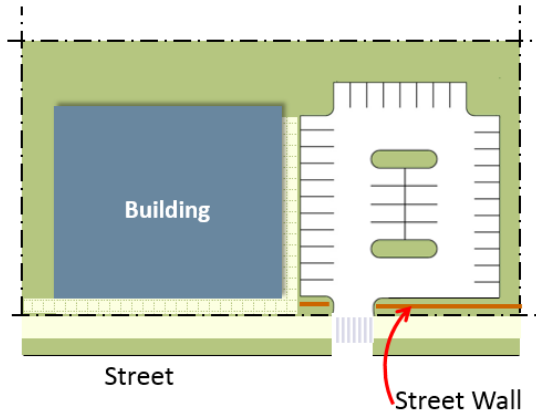
1. Wall signs may face a runway or taxi way but in no case shall more than two sides of a building contain such signs. In the case of the AO District, two wall signs are allowed per ground floor establishment but combined must not exceed the total maximum copy area. Copy area must be a maximum of one foot per linear foot of building frontage.
2. Aviation fuel signs at the airport are exempt from the tract frontage requirement. One aviation fuel sign is allowed for each establishment selling aviation fuel at the airport.
3. All lighted signs must be designed, located, shielded and directed to prevent the casting of glare or direct light from artificial illumination upon any adjacent runway, adjacent taxiway, publicly dedicated property, or property outside the AO and AI districts.
4. FAA Rules and Regulations. All signs within the AO and AI districts must comply with all applicable Federal Aviation Administration (FAA) rules and regulations.

B. Form-Based Code Area.

Buildings in the Form-Based Code area are required to be close to the street, making ground signs unnecessary. Therefore, ground signs in the form-based code area are not allowed, except for the following. See **Sections 14-11-9** and **14-11.11** for building signs and temporary signs in the FBC area.

1. Where the building and/or the street wall are located within 15 feet of the sidewalk and there is a street wall on the site, a sign may be installed on the street wall as follows (see **Figure 11-24**):
 - a. The sign shall be placed flat on the street wall, facing the street.
 - b. The sign shall not exceed the size and height prescribed in **Section 14-11-9**. The sign height shall be measured from the ground, including the street wall.
2. Where the building is located more than 15 feet from the property line, a ground sign meeting the sign copy area and height provisions of **Section 14-11-9** shall be allowed.
3. Ground signs are prohibited along Broadway and Main Street south of Vine Street.

Figure 11- 24. Street Wall Sign



14-11-11. Temporary Signs.

A. General Standards.

1. Temporary signs may be freestanding or attached to the building and shall not count against the maximum sign copy allowed for permanent signs.
2. Permanent structures built specifically for temporary signs are not allowed.
3. Except as noted in the following table, the signs shall not emit sounds, shall not be located within the public right-of-way and shall not have illumination.
4. In the event a tropical storm or hurricane approaches the City of Kissimmee, all temporary signs shall be removed. If removed, allowed time limit shall not be affected.
5. Temporary signs not expressly listed in this section are prohibited.
6. The signs must not be located within retention areas, required parking spaces, drive aisles or sight triangles.

Table 11 - 5. Temporary Signs

	Number	Duration	Size	Height (Max.)	Location	Permit
COLD AIR INFLATABLE 	1 per development site in multi-family and non-residential districts. Not allowed in the FBC area except for lots with direct frontage on Vine St. and John Young Pkwy.	60 days total per calendar year No new inflatable sign shall be permitted on the site for at least 20 days after the expiration of the previous permit. The length of display for any balloon may be divided into no more than three separate time periods with a minimum length of 20 days, each requiring a separate permit.	N/A	25 ft.	Must meet district setbacks or at least 15 ft. or the height of the inflatable sign, whichever is greater, measured from the property line to the outer edge of the balloon.	Yes, required. Shall not be permitted simultaneously with other inflatable, banner, feather banner or human signs.
BANNER 	1 per establishment or residential development.	30 days per calendar year in residential districts / 90 days in non-residential. The length of display for any banner sign may be divided into no more than three separate time periods with a minimum length of 10 days for residential, 30 days for non-residential, each requiring a separate permit.	21 sq. ft.	8-ft. clearance over a pedestrian, bicycle or vehicle traffic area.	Must be mounted or secured on the facade of a structure, on a ground sign or on a fence or wall.	
FEATHER BANNER 	1 per establishment or residential development.			10 ft.	Must be set back a minimum of 10 ft. from the front property line and driveway entrance.	

CITY OF KISSIMMEE LAND DEVELOPMENT CODE
CHAPTER 14-11 – SIGNS

	Number	Duration	Size	Height (Max.)	Location	Permit
HUMAN SIGN 	1 per site in non-residential districts (no V-shaped signs allowed).	Only during business hours. Maximum of 90 days per calendar year. The days may be divided into no more than 6 six time periods, no less than 15 days for each period. Each time period requires a separate application, fee and permit.	6 sq. ft.	8 ft. from ground		Yes, required. Shall not be permitted simultaneously with a banner, feather banner, or inflatable.
PORTABLE SIGN 	1 per ground floor use.	No maximum duration but may only be displayed during business hours.	8 sq. ft. per side	4 ft.	Must be located within 5 ft. of the entrance to the establishment. Sign may be located on a public sidewalk provided that 5 ft. of clear pedestrian access is maintained on the sidewalk. Must not be secured or locked to any item within the public right-of-way.	No
SEARCHLIGHTS 	4 light beams per tenant.	Ten days per calendar year.	NA	NA	Lighting equipment shall not interfere with traffic.	Yes

CITY OF KISSIMMEE LAND DEVELOPMENT CODE
CHAPTER 14-11 – SIGNS

	Number	Duration	Size	Height (Max.)	Location	Permit
YARD SIGNS: RESIDENTIAL 	An unlimited number of signs is allowed only during the period 90 days before and 30 days after elections held by the Osceola County Supervisor of Elections. Otherwise, 3 signs per lot at one time.	No sign may be displayed for more than 3 months. Properties offered for rent or sale may display the sign until the property is rented/sold, whichever is less. Active construction sites may display the sign for 18 months or until the certificate of occupancy is issued, whichever is less. See Section 106.1435, F. S. for the removal of political campaign advertisements.	6 sq. ft.	3 ft.	3 ft. minimum from property lines. Signs at active construction sites may also be attached to the construction fence.	Permit required only for signs at active construction sites
YARD SIGNS: NON-RESIDENTIAL 	1 sign per lot at one time		32 sq. ft. non-residential, mixed-use and multi-family districts	7 ft. non-residential, mixed-use and multi-family districts		

B. Searchlights.

Searchlights and/or beacon lights may be permitted upon approval of the Development Services Director. The following special requirements, in addition to the standards outlined in **Table 11-5**, shall apply:

1. The Development Services Director may require such electrical and lighting restrictions as deemed appropriate.
2. The lighting equipment shall not interfere with traffic.
3. Any noise generated by the motor must be confined to the tenant's property for which the lights are intended for advertisement.
4. Glare must be shielded so as to prevent the casting of light upon adjacent to publicly dedicated roadways and surrounding property.

C. Model House.

1. One yard sign shall be permitted per model house and per sales office location. See **Table 11-5** for standards.
2. For developments with privately maintained rights of way, the sign may be displayed in the right-of-way with the permission of the entity responsible for maintenance. For developments with public right-of-way, signs must be located on private property and must be set back a minimum of three feet from the front property line. All signs must be located on a street interior to the development.
3. A permit is required.

D. Human signs.

Human signs shall meet the standards of **Table 11-5** and the following:

1. No human sign shall be temporarily or permanently embedded in the ground, nor temporarily or permanently affixed to a building, structure, landscape, sign structure, light pole or other permanently affixed object.
2. The sign must not be allowed within any public right-of-way, including, but not limited to public streets, alleyways, sidewalks, bike paths/lanes or any other dedicated lands dedicated to the public; nor interfere with or physically interact with the motorist, pedestrians or bicyclists using the public rights-of-way.
3. Human signs must not interfere with the designed traffic and pedestrian walkways on the approved site plan of the business where advertised.
4. Human signs must not utilize any forms of illumination internal or external including, but not limited to flashing, blinking, or rotating lights nor reflection of light by mirrors.
5. Human signs must not employ any motion of any part, by any means, the illusion of motion or display color changes, nor must the sign be spun, twirled, swung, tossed, gyrated by the human being holding it. There must be no attachments to the sign such as ribbons, flags, balloons or other attention-getting devices.
6. Human signs must not generate any noise. No shouting, bull horns or amplified sound are permitted.
7. Human signs must not block or hinder the view of traffic control devices or vehicle site triangles as defined in City Code. No human sign must interfere with the free use of any fire escape, means of egress or standpipes; nor obstruct any building openings, windows or ventilations.

8. Any human sign that is dangerous must be removed immediately and made safe according to the Code Officer or Building Official.
9. Before a human sign may be displayed, a permit must be obtained. The permit must be posted at the business where the human sign will be located, in a conspicuous location. The application fee is due at the time the permit application is submitted. The application must include a detailed description of the human sign, including a plot plan showing where the human sign will be located. Proof of liability insurance approved by the City that specifically identifies coverage of the human signage in coverage amount of \$1,000,000 must be provided. Any application submitted that has not received approval for a permit within 30 days of submittal must be deemed denied.

14-11-12. Master Sign Plan

A. Purpose and Applicability.

The purpose of this section is to encourage and promote coordination, diversity and creativity for signs within large scale developments. It is not the intent of this section to allow deviations from current regulations unless strictly necessary to accommodate complex developments. The intent is to set higher and more creative, aesthetic standards than may be available under the standard code.

For projects containing multiple tenants and under single management control (e.g., shopping centers, business parks, campus-style developments, mixed-use developments), the owner or manager may submit a master sign plan to establish the area, types and location for all signs to be installed on the building site. The plan must also show existing signs proposed to remain.

If a master sign plan is not submitted, the sign shall be subject to the requirements within this chapter. After approval of the master sign plan, each tenant shall apply for a sign permit when any sign is proposed. This section is applicable to the following types of projects:

1. Major multi-tenant centers.
2. Planned unit developments.
3. Developments of Regional Impact (DRI).
4. Mixed use developments.
5. Hospitals

B. Sign Plan Submittal.

1. The applicant must submit, as part of their overall sign permit package, a master sign plan, which must include at least the following elements: A site plan, drawn to scale, indicating the location of all freestanding signs erected or to be erected on the parcel, including setbacks.
2. An elevation plan, drawn to scale, depicting all signs placed or to be placed on the buildings on the parcel.
3. A scaled elevation drawing of all freestanding and building signs, including their supporting structure, depicting the sign type, height, materials, dimensions and sign copy area.
4. The types of illumination to be used for each type of sign.
5. Proposed landscaping around the base of all freestanding signs.
6. Justification for deviations from current sign regulations.
7. Narrative outlining the process for approval of changes to the master sign plan.

8. A statement that “Any proposed sign by any tenant that creates a uniform change from the approved Master Sign Plan will require the applicant to obtain a statement from the property owner or manager” assessing the extent to which the variation is in keeping with the intent and goals of the Master Sign Plan.”

C. Review and Approval of a Master Sign Plan.

In reviewing the application for approval, the Development Review Committee (DRC) shall review the application to determine if it meets the following criteria:

1. The signage for the project must be in keeping with the overall architecture and character of the building development.
2. The signage for the project is designed to meet the needs of the project for communication, identification and wayfinding.
3. The signage, illumination and location do not adversely impact adjoining properties.
4. The proposed signage is consistent and not in conflict with the intent of this Chapter.

D. Permit Required

A sign permit for each sign shown on the master sign plan shall still be required (unless it qualifies as exempt per **Section 14-11-3**). No sign permit shall be issued unless the sign is consistent with the approved master sign plan.

E. Amendments to Approved Master Sign Plan.

After approval of a master sign plan, no sign shall be erected, placed, painted or maintained, except in conformance with such plan or provided that the plan is amended. All changes, except as provided in this Section, to an existing master sign plan shall require a formal application with all required information as determined by the Department Director to enable the staff to properly evaluate the requested change in accordance with the above criteria.

14-11-13. Billboards

Any new billboards in the city require conditional use approval by the Planning Advisory Board prior to building permit approval. Signs must adhere to the following criteria:

- A. Billboards shall be permitted only along Vine Street and the Florida Turnpike.
- B. Setbacks/Separation Requirements.
 1. 35 feet from adjacent rights-of-way.
 2. 50 feet from the edge of sign to intersections.
 3. 300 feet from residential zoning districts.
 4. 3,000 feet from other billboards.
 5. Applications must include a survey certified by a registered land survey of distances from the nearest billboard(s), and residential districts within 300 feet of the site.
- C. Billboards must be limited to 400 square feet in area and a maximum height of 30 feet.
- D. "V" style signs, not to exceed two sides, shall be permitted in any case where the angle sustained at the apex does not exceed 50 degrees and where the width between the poles at the apex does not exceed four feet.
- E. See **Sections 14-11-7.D and 14-11-7.E** for illumination and message center requirements.

14-11-14. Removal of Unsafe and Unlawful Signs.

A. Removal by Owner.

If the Building Official shall find that any sign regulated herein is unsafe or insecure, or is a menace to the public health, safety, morals and general welfare, or has been constructed, erected or is being maintained in violation of the provisions of this chapter, the Building Official must give written notice of such findings to the contractor, owner, agent or lessee thereof.

B. Removal by City (permanent signs).

If the contractor, agent, owner or lessee fails to remove or alter the structure so as to comply with the standards herein set forth within ten days after said notice, such sign may be removed or altered by the Department at the expense of the contractor, owner, agent or lessee of the property upon which such sign is located. The Department may cause any sign which is an immediate peril to persons or property to be removed immediately. Any permit issued by the Department for any sign must, by and upon receipt and acceptance by the contractor, owner agent or lessee, authorize such removal at the expense of said contractor, agent or lessee of all signs not properly maintained. The Department shall refuse to issue a permit to any owner or lessee who refuses to pay costs so assessed. Any sign removed or caused to be moved by the Department in compliance with the above provisions must be impounded for a maximum of ten days, after which it will be discarded. The owner, contractor, agent or lessee may redeem said sign by paying all expenses incurred for removal; plus storage in the amount of \$250 per sign.

C. Temporary Signs.

Any temporary sign, including but not limited to, those listed in **Section 14-11-11**, placed in violation of this chapter will be removed by the City at the expense of the owner, contractor, agent or lessee. For signs located on private property, a notice of violation may be hand-delivered to the owner, contractor, agent or lessee. For signs located on public property, signs must be removed without notice. Signs removed by the City must be impounded for a maximum of ten days, after which it will be discarded. Issuance of a third notice of temporary sign violation within 12 months to any person as defined herein will be accompanied by a summons to appear before the City Special Magistrate for said violation.



To: Ashley Cornelison, Senior Planner, City of Kissimmee
From: Patricia Tyjeski, AICP, Project Manager
CC: Megan Barrow, AICP, Senior Planner
Date: November 21, 2025
Reference: City of Kissimmee Sign Code Update - Submittal

Inspire was retained by the City to work closely with staff to update the City of Kissimmee Sign Code (Chapter 14-11 of the Land Development Code). This memorandum outlines the purpose of the update, the process followed, and lists the major changes proposed.

Purpose

The purpose of the update is to ensure that the code complies with federal court rulings, support the city's vision for development, facilitate use by residents and business owners, and ensure consistent enforcement by staff.

Content Neutrality. The primary motivation behind the sign code update is to align the regulations with the U.S. Supreme Court's decision in *Reed v. Town of Gilbert* (2015). In that case, the Court ruled that sign regulations cannot be based on the message displayed, because doing so violates the First Amendment. In *Reed*, a pastor in Gilbert, Arizona, sued the city when his church was cited for placing temporary signs, which directed parishioners to their services, for longer than allowed by code, and for not including the date of the event on the signs. The pastor argued that the regulations violated his free speech rights; the Court ultimately ruled that if a sign's message must be read to determine how it is regulated, the rule is considered content-based and must undergo a higher level of constitutional scrutiny – effectively making it unconstitutional.

Kissimmee, like the Town of Gilbert and countless other municipalities around the nation, has long set its signage rules based on content. For example, the code has specific standards for temporary signs depending on what they advertise: real estate signs, garage sale signs, political signs, etc. One section goes as far as specifying that "identification signs" may include information on hours of services, name of minister, special events, etc. These rules go beyond the allowable "time, place, and manner" regulations, instead crossing over into speech regulation. Kissimmee's updated code now focuses on regulating the factors allowed by the Court, such as time (e.g., when certain sign types can be displayed), place (e.g., zoning district, property usage, and setbacks) and manner (e.g., dimensional standards by sign type).

Form Based Code. The sign code was also revised to work in harmony with Kissimmee’s Form-Based Code adopted in 2020, which guides the physical form and character of new development and redevelopment downtown and along the Vine Street corridor. The proposed sign standards promote consistent design and support a visually cohesive streetscape by setting illumination, setback, and other standards most appropriate for the context and desired form.

Downtown CRA Overlay. The Form-Based Code replaced the development standards contained in the Downtown CRA Overlay Design Manual. The proposed sign code incorporates the sign standards contained in the manual, achieving consolidation of documents.

User Friendliness. Finally, the new regulations are designed to be more user-friendly. The previous code included many detailed regulations that proved difficult to navigate. Shifting to content neutrality certainly assists in simplifying some of these complications. In addition, the proposed updated version uses clearer language, a more organized structure, and more consistent limits on height, size, display duration, etc., across sign types and zoning districts wherever possible. These improvements will make it easier for residents, businesses, and city staff to understand and apply the rules.

Overall, the new sign code is better aligned with Kissimmee’s development goals, and simpler to use.

Process

The update process began in December 2020. But the project was put on hold due to city staff’s increased workload. It was resumed earlier this year and the following activities were completed:

- Draft revisions based on staff comments
- In-person public workshop (June 25, 2025)
- Virtual workshop with sign companies (7/17/2025)
- Joint workshop with the Planning Board and City Council (9/22/2025)
- Staff workshop (10/23/2025)

The draft submitted considered all the comments received during this process.

Summary of Major Changes

- ❖ Definitions
 - Updated relevant terms in Chapter 14-2 of the Land Development Code. Added specificity to descriptions and graphics where needed.
 - Renamed all items to “Sign, [type]” to improve search and readability.
 - Deleted content-specific phrases and terminology.
- ❖ General Legal and Administrative Considerations
 - Updated Purpose and Intent; added Severability clauses; expanded details of Applicability; simplified Non-Conforming and Abandoned Signs.
 - Added detail to Prohibited Signs where needed; deleted content specificity.
 - Updated Permit and Permit Exemption details and sign types and included references where relevant.
 - Clarified and reorganized Administrative Adjustment standards, including consolidation of lengthy information from other subsections such as Creative Signs and Variances.

- Updated all references to other code sections, board names, and processes.
- ❖ General Sign Standards
 - Moved vital Non-Commercial Message declaration to this subsection.
 - Clarified language on copy area measurement; added new information on height of freestanding signs.
 - Updated illumination standards and added numerous photographic examples.
 - Expanded “message centers” into Changeable Copy Signs to cover wider range of today’s sign types and set visual standards to reduce hazards and distraction.
 - Streamlined language on sign design and structure and consolidated regular standards here such as landscaping around signs and tree protection rules.
- ❖ Permanent Sign Standards
 - Deleted content-specific standards and descriptions such as Identification Signs, Instructional Signs, Onsite Wayfinding Signs, and Onsite Directional Signs.
 - Added photographic examples; replaced older illustrations.
 - Consolidated and reorganized prose standards into more user-friendly tables and eliminated redundant clauses on illumination, landscaping, base design, etc.
 - Reorganized and consolidated ground sign standards into significantly fewer categories, based on broad zoning/use groups (residential, non-residential, and FBC) and locally determined street type (A, B, other) rather than by the combination of roadway functional classification, 13 zoning districts, building area, and in some cases future land use.
 - Added Form Based Code subsection with street wall sign illustration.
- ❖ Temporary Signs
 - Deleted content-specific standards and descriptions such as Real Estate Signs, Garage Sale Signs, Banners for political headquarters and offices; reorganized into content-neutral regulations based on sign types such as yard signs, banner signs, balloons, etc.
 - Added general standards for location, size and height, duration, and storm/hurricane procedures.
 - Consolidated and reorganized prose standards into more user-friendly tables.
 - Simplified banner standards by removing zoning district differentiation.
 - Adjusted yard sign size and time allowances to encompass all the different types of yard signs that could be used.
- ❖ Master Sign Plans
 - Updated standards and processes.

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

The City of Kissimmee proposes to adopt the following ordinance that would update Chapter 14-11, Signs and Chapter 14-2, Definitions in the Land Development Code as described below. A public hearing to consider the proposed ordinance will be held by the City of Kissimmee City Commission for the **First Reading on Tuesday, December 16, 2025** and the **Second and Final Reading on Tuesday, January 6, 2025** at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

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

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

PROPOSED ORDINANCE #25-21: AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING SIGNAGE DEFINITIONS IN CHAPTER 14-2; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

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

In accordance with [Florida Statute](#) 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

ITEM 7.A**Approval of City Commission Minutes from the December 2, 2025 Meeting****Request**

Approval of the December 2, 2025, commission meeting minutes.

Explanation

Minutes of the commission meeting held on December 2, 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 DEC 2 2025



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, DECEMBER 2, 2025 AT 6:00 PM**

- 1. MEETING CALLED TO ORDER Members Present:** Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, Assistant City Clerk Lucia Gonzalez
Members Absent: Commissioner Carlos Alvarez
Staff Absent: 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 Martinez led the audience in the Pledge of Allegiance.

- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

- 3.A** Promotion Ceremony for a Police Lieutenant, Three Sergeants, and Three Corporals
Swearing in and administering of oath for newly promoted Lieutenant Lacey Santone, Sergeant Pascal Joseph, Sergeant Jean Paul Antepara, Sergeant Charlie Nieves, Corporal Jesus Cornier, Corporal Andres Gomez, and Corporal Anthony Demery.

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

- 3.B** Employee of the Month for December
Staff requests that the City Commission join the City Manager in recognizing Andres Gomez of the Kissimmee Police Department as the Employee of the Month for December.

City Manager Steigerwald introduced Andres Gomez of the Police Department and reviewed the qualities and attributes that 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.

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

- 4.A** Public Hearing — Final Reading — Proposed Ordinance #25-13 — Amending the Zoning Map designation from Vine Street West Mixed-Use Planned Unit Development (MUPUD) to Mixed-Use Urban Corridor (T5-U): 4200 W Vine St. Rezoning - ZMA-25-0003
Approve Final Reading of Proposed Ordinance #25-13 for a Zoning Map Amendment to change the Zoning Map designation from Vine Street West Mixed-Use Planned Unit Development (MUPUD) to Mixed-Use Urban Corridor (T5-U) on approximately 4.53 acres of land on Parcel IDs: 19-25-29-00U0-0116-0000, 19-25-29-00U0-0115-0000, 19-25-29-00U0-0110-0000, and 19-25-29-00U0-0120-0000.

City Attorney Sanchez de Fuentes read Ordinance #3126 by title. Senior Planner Ryan Altizer presented the project details as outlined in the agenda. Mayor Espinosa acknowledged receipt of an email from Planning Board Member Alex Alemi on the matter.

Mayor Espinosa announced the Public Hearing with no response from the audience. Mayor Espinosa moved to approve the Public Hearing and adopt Ordinance # 3126. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - Program Year 2024-2025 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER)

Approval of the Program Year 2024-2025 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

Housing Manager Frances DeJesus presented the Consolidation Annual Performance and Evaluation Report (CAPER) and outlined how the funds were allocated. Mayor Espinosa announced the Public Hearing with no response from the audience.

Mayor Espinosa made a motion to approve the Public Hearing and approve the Program Year 2024-2025 CDBG Consolidated Annual Performance and Evaluation Report (CAPER). Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

5.B Public Hearing - Substantial Amendment (No. 2) to the City of Kissimmee Annual Action for Fiscal Year 2024-2025

Approve the Second Substantial Amendment to the City of Kissimmee Annual Action Plan for Fiscal Year 2024-2025.

Housing Manager DeJesus reviewed the second substantial amendment attached to the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience.

Mayor Espinosa made a motion to approve the Public Hearing and approve the Second Substantial Amendment to the City's Annual Action Plan for Fiscal Year 2024-2025. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

6. HEAR AUDIENCE Anything requiring a vote will be heard at a later time.

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

Mayor Espinosa made a motion to approve the Consent Agenda with the exception of item 7.K. Commissioner Eady seconded the motion.

Motion carried 4- 0.

- 7.A Approval of City Commission Minutes from the November 18, 2025, meeting
Approval of the November 18, 2025 commission meeting minutes.
- 7.B Resolution to Accept Grant Funding Amendment No. 2 from Florida Department of Transportation for Parcel 8 Construction
Adoption of a Resolution for a Public Transportation Grant Agreement (PTGA) Amendment No. 2 from the Florida Department of Transportation (FDOT) concerning the construction of supporting infrastructure for the Parcel 8 Project at Kissimmee Gateway Airport, amounting to \$755,000.00 (Grant #Par8const).

Resolution #28-2025
- 7.C Fifth Addendum Lease Extension for Bilmar Avionics, Inc
Approval of Fifth Addendum for Lease Extension for Bilmar Avionics, Inc. (Contract #20240287)
- 7.D Apply for Urban and Community Forestry - Inflation Reduction Act Grant
Approval to apply for the Urban and Community Forestry - Inflation Reduction Act Grant (Grant #UCFIRA) in the amount of \$50,000 and for the City Manager to sign any documents related to the application and award process.
- 7.E FY25 COPS Hiring Program Grant Acceptance
Accept the FY25 COPS Hiring Program Grant (Grant CHP) on behalf of Kissimmee Police Department, authorize the City Manager to execute any documents required to accept the award (Award 15JCOPS-25-GG-00858-UHPX), and to amend the budget accordingly.
- 7.F 2025 Affordable Housing Advisory Committee (AHAC) Annual Report
Accept the 2025 AHAC Annual Report.
- 7.G Community Development Block Grant FY2025 Federal Award Agreement
Acceptance of the Community Development Block Grant (CDBG) FY2025 allocated from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$1,000,854 and authorize the Mayor to execute the CDBG Federal Award Agreement (Grant #CDBGGEN25).
- 7.H Resolution Electing to "Opt-Out" of Providing the Live Local Act Property Tax Exemption Pursuant to Section 196.1978(3)(o), Florida Statutes
Adoption of a Resolution allowing the City to "opt-out" of providing the Live Local Act Property Tax Exemption pursuant to Section 196.1978(3)(o), Florida Statutes.

Resolution #29-2025
- 7.I Trade in Credit for SWAT Rifles and Ammunition
Approval to trade in 31 rifles and old ammunition to SSD International Inc. for a trade in credit to be used to purchase new accessories for the Kissimmee Police Department SWAT team.
- 7.J Rescue Unit Purchases 2026
The Kissimmee Fire Department is requesting to have Excellance, Inc. manufacture two Rescue Units utilizing 2026 Freightliner M2 Chassis (Contract #20260088).
- 7.K Holiday Incentive Payment
This request is for Commission approval to utilize approximately \$529,832 from reserves for a one-time holiday incentive payment to all full-time and part-time employees.

Item was removed from consent and placed on discussion.

7.L Resolution for Floodplain Management Plans

Adoption of a Resolution to endorse the Repetitive Loss Area Analysis (RLAA) and Substantial Damage Management Plan (SDP) related to the City's participation in the Community Rating System (CRS) program, administered under the National Flood Insurance Program (NFIP) by the Federal Emergency Management Agency (FEMA).

Resolution #30-2025.

7.M Approval for the Advanced Purchase of a Brush Truck/High-Water Rescue Vehicle

Approval to proceed with the advanced purchase of a 2025 Ford F600 XL 4x4 Brush Truck/High-Water Rescue Vehicle for \$364,072, with an anticipated completion date of March 31, 2027 (Contract #20260089).

7.N Authorization to Negotiate Construction Engineering Inspection Services

Approval to begin contract negotiations with Hill International for Construction Engineering Inspection (CEI) Services, following completion of the Request for Qualifications (RFQ) selection process, RFQ2025-007.

7.O Ratification of changes to the Collective Bargaining Agreements with the Florida State Lodge Fraternal Order of Police Inc. (FOP)

Approval of changes to the Collective Bargaining Agreements for Sergeants (contract #20240001) and Police Officers, Corporals, and Detectives (contract #2024002) with the Florida State Lodge Fraternal Order of Police Inc. (FOP) representing the Police Officers, Corporals, and Detectives Unit (Cert. #1937), and the Sergeants Unit (Cert. #2011)

8. DISCUSSION ITEMS

7.K Holiday Incentive Payment

Commissioner Eady sought clarification on options for holiday incentives for staff. City Manager Steigerwald clarified the proposed amounts outlined in the agenda item.

After holding a discussion, Commission Eady made a motion to approve the holiday incentive payment as presented. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided updates on upcoming events: Wreaths Across America hosted by the American Legion, the City's Festival of Lights Parade, and a city hall block "pre-parade" festival.

9.B CITY ATTORNEY

City Attorney Sanchez de Fuentes proposed wearing ugly holiday sweaters for the final 2025 commission meeting.

9.C CITY COMMISSION

Mayor Espinosa thanked the community for attending the Christmas tree lighting and announced several upcoming events, including the City's second Menorah lighting, a Senior Brunch at Oak Street Park, and a Mega Bingo event at the Civic Center. Deputy City Manager Matthews and Commissioners Eady and Martinez shared highlights and key takeaways from their recent trip to the National League of Cities Conference in Utah, with Commissioner Martinez also expressing appreciation for the commission's prompt work

and sharing a photo from the conference. Commissioner Ortiz expressed pride in being a Kissimmee resident.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 6:45 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

First Amendment with Premier Lawn Maintenance LLC

Request

Approval of the First Amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance, LLC. (Contract #20240040)

Explanation

On September 26, 2023, the city entered into an agreement with Premier Lawn Maintenance LLC for ground maintenance services for the Kissimmee Civic Center, Rose Hill Cemetery, and Fire Station 12. Due to the master development agreement for the Kissimmee Civic Center, the city will no longer maintain these grounds. Both parties have agreed to amend the scope of work to exclude the Kissimmee Civic Center, effective February 1, 2026. This amendment reduces the cycle payment by \$750, bringing it to \$2,025, with a maximum of 39 cycles per year.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150203-504646		Decrease		\$4,875
00150503-504646		Decrease		\$74,100

Financial Summary:

The funds are already encumbered in the Parks and Cemetery Division budgets; this amendment will result in a deduction to the purchase order.

Recommendation

Approval of the First Amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) First Amendment to Premier Lawn Maintenance Mowing Agreement

**FIRST AMENDMENT TO
AGREEMENT FOR
GROUND MAINTENANCE SERVICES
BETWEEN THE CITY OF KISSIMMEE
AND
PREMIER LAWN MAINTENANCE, LLC**

THIS FIRST AMENDMENT is made this ____ day of _____, 2025 by and between the **City of Kissimmee**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “City”) and **Premier Lawn Maintenance, LLC**, a Florida Limited-Liability Company, whose address is 555 Dog Track Road, Longwood, FL 32750, (hereinafter referred to as “Contractor”), together referred to as the “Parties,” and each represents as follows:

WITNESSETH

WHEREAS, City issued an Invitation for Bid, IFB2023-004, (hereinafter “IFB”) to identify a vendor or vendors to perform landscape maintenance services for various City owned properties; and

WHEREAS, upon a review of all submissions to the IFB, City selected Contractor’s proposal and entered into an Agreement for Ground Maintenance Services with Contractor on September 26, 2023 (hereinafter the “Original Agreement”);

WHEREAS, the Original Agreement allows the Parties to amend or modify the Original Agreement upon the written agreement of both Parties; and

WHEREAS, the Original Agreement also allows City to terminate the Original Agreement in part for convenience by giving Contractor at least thirty (30) days written notice prior to the effective date of termination; and

WHEREAS, the Scope of Work of the Original Agreement included ground maintenance services at the Kissimmee Civic Center, located at 201 East Dakin Avenue, Kissimmee, FL 34744 (hereinafter “Civic Center”); and

WHEREAS, on August 19, 2025, City entered into a master development agreement for the redevelopment of the Civic Center; and

WHEREAS, due to the redevelopment of the Civic Center, the City no longer requires ground maintenance services at the Civic Center; and

WHEREAS, in lieu of providing a notice to terminate the Original Agreement in part, the Parties have agreed reduce the scope of work of the Original Agreement to exclude the Civic Center effective February 1, 2026 by executing this First Amendment to the Original Agreement (hereinafter “First Amendment”); and

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

1. The foregoing recitals are true and correct and incorporated herein. Additions to the Original Agreement are shown with underlining, deletions are shown with strikethrough type, and asterisk (***) indicate an omission from the existing text indicating it remains unchanged, as may be necessary.
2. Sections 3 and 5 of the Original Agreement is hereby amended to read as follows:
3. **SCOPE OF WORK.** Contractor agrees to perform the Scope of Work outlined in the IFB (Exhibit A), Contractor's response to the IFB, which is attached hereto and incorporated herein as Exhibit B, and as set forth in this Section within the maintenance boundaries of the Rose Hill Cemetery, 1615 Old Boggy Creek Road, Kissimmee, FL 34744, ~~the Kissimmee Civic Center, 201 East Dakin Avenue, Kissimmee, FL 34744,~~ and the Kissimmee Fire Station 12, 1403 Denn John Lane, Kissimmee, FL 34744,. The maintenance boundaries of these properties are further described in Exhibit C. At the Rose Hill Cemetery, Contractor shall edge (as that term is defined in the IFB) according to the instructions and timeframes set out in Exhibit C.
5. **PAYMENT.** The City agrees to pay Contractor \$2,~~77~~025.00 per each Mowing Cycle satisfactorily completed. Such payment is consideration for Contract performing the Scope of Work at each of the four locations provided in Exhibit C. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Parks and Recreation Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 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.
3. Attachment C of the IFB is hereby amended to include the locations further described in Exhibit A to this First Amendment, which is attached hereto and incorporated herein.
4. Except as herein modified, all terms and conditions, other than the Term Section, of the Original Agreement dated June 17, 2025 shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have caused this First Amendment to be executed effective :

PREMIER LAWN MAINTENANCE, LLC

By: _____

Title: President

Date: 11/17/2025

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 17 day of November, 2025, by means of ☒ physical presence or ☐ online notarization, by _____ for Premier Lawn Maintenance, LLC., a Louisiana Corporation, who is ☒ personally known or ☐ produced the following identification: _____

Notary Seal:

Notary: _____
Print Name: Maideidy Alvarez
My Commission Expires: 6-20-26



CITY OF KISSIMMEE

By: _____

Jackie Espinosa, Mayor

Date: _____

Attest:

City Clerk

Approved as to form and legality:

City Attorney

EXHIBIT A
MAINTENANCE BOUNDARIES OF
LOCATIONS SUBJECT TO AGREEMENT

Rose Hill Cemetery Maintenance Boundaries & Detail



- Red = Boundaries
- Blue = Edging each cycle
- Green = Edging monthly asphalt roads

0074

Fire Station 12 Maintenance Boundaries



ITEM 7.C

Advanced Purchase of a Fire Engine from Sutphen Corporation

Request

Approval to proceed with the advanced purchase of a Sutphen Monarch Extreme Duty Engine utilizing SOURCEWELL Contract #113021 for the total sum of \$1,089,625.00. If the invoice is paid in full within 30 days of PO acceptance, an \$89,894.00 discount is offered, bringing the final cost to \$999,731.00. (Contract #20260094)

Explanation

The Fire Department is requesting Commission approval to purchase a Sutphen Monarch Extreme Duty Fire Engine through SOURCEWELL Contract #113021 at a total cost of \$1,089,625.00. An early-payment discount of \$89,894 is available if the invoice is paid in full within 30 days of purchase order acceptance, reducing the final cost to \$999,731. The estimated completion time for this apparatus is approximately 35–37 months from the date Sutphen receives the signed proposal. Funding for this engine is included in the FY2025/2026 Budget.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435206-506495	ST2608		1,000,000	999,731

Financial Summary:

Funding for this project was budgeted in project ST2608, account 10435206-506495.

Recommendation

Approval to proceed with the advanced purchase of a Sutphen Monarch Extreme Duty Engine utilizing SOURCEWELL Contract #113021 for the total sum of \$1,089,625.00, and to pay the invoice in full within 30 days of PO acceptance, which will provide an \$89,894.00 discount, bringing the final cost to \$999,731.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. (S) Sutphen Proposal for Engine

City of Kissimmee

PARTICIPATING ENTITY ADDENDUM TO SOURCEWELL CONTRACT # 113021-SUT WITH THE SUTPHEN CORPORATION (HEREINAFTER "VENDOR") AND VENDOR'S COMPONENT REPORT ORDER #DQ14082-1 (HEREINAFTER "PARTICIPATING ENTITY ADDEDNUM")

WITNESSETH

WHEREAS, the City of Kissimmee's (hereinafter "City") is in a fire-engine as further described in Vendor's Component Report Order #DQ13082-1 (hereinafter Vendor's "Component Report"), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Pursuant to the City's Purchasing Manual, the City may procure goods and services from bid or proposals through cooperative purchasing agreements with the State of Florida or any of its governmental subdivisions; and

WHEREAS, Pursuant to a competitive bidding and selection process, RFP # 113021, Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota of which the City is a "Participating Entity", awarded the bid to Vendor and subsequently entered into Contract Number 113021-SUT (hereinafter referred to as "Master Agreement," which is incorporated herein by reference);

WHEREAS, Section 5 of the Master Agreement states, "Sourcewell's Cooperative Purchasing Program Master Agreements are available and open to eligible public and nonprofit entities across the United States;" and

WHEREAS, Section 6(b) of Master Agreement states, "Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements;" and

WHEREAS, City, a Participating Entity (Sourcewell Account # 44339), intends to access the Master Agreement and its terms, but seeks to add additional terms and conditions, that are not addressed in the Master Agreement, via this Participating Entity Addendum to add clauses required by state law and specific local policy requirements; and

WHEREAS, Vendor and the City (collectively hereinafter the Parties") have determined that it is economically advantageous and in the best interest of the Parties to enter into this Agreement to provide the fire engine described in Exhibit A; and

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Participating Entity Addendum, the Master Agreement, Exhibit A, which consist of Vendor's Component Report, Vendor's Proposal, and a drawing of the fire engine to be purchased under this Agreement, Exhibit B, the Human Trafficking Affidavit, and any subsequent duly executed amendments to

any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Participating Entity Addendum, the Master Agreement, Exhibit A, and Exhibit B, in that order.

Upon execution of this Agreement, all references made to "Participating Entity" and, in Sections 10(b)- 10(d), 10(f), 15, 16, 17, and 22, all references made to "Sourcewell" in the Master Agreement will be interpreted as pertaining to the "City of Kissimmee," "City," and "City of Kissimmee Commissioners," all references made to "Supplier" in the Master Agreement will be interpreted as pertaining to Vendor, all references made to the "Parties" in the Master Agreement will be interpreted as pertaining to City and Vendor, and all terms and conditions of the Master Agreement not inconsistent with this Participating Entity Addendum, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the word "Participating Entity" appears, it will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners," wherever the word "Supplier" appears, it will be read as "Vendor," and wherever the word "parties" appears, it will be read as "City" and "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution and continue through February 10, 2026 the date of expiration of the initial term of the Master Agreement. This agreement shall be automatically extended if the Master Agreement is extended.
4. **PAYMENT.** City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by City and interest imposed by Vendor shall be made in compliance with said Act.
5. **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.
6. **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.
7. **NOTICE.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee James Walls Chief Kissimmee Fire Department 101 Church Street Kissimmee, FL 34741
--

8. **NO WAIVER OF SOVEREIGN IMMUNITY.** 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 City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

9. **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.

10. **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.

11. **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.

12. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
13. **PUBLIC RECORDS.** Vendor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Vendor shall keep and maintain public records required by City to perform the service.

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

- a. If City's Custodian of Records requests records from Vendor, Vendor shall provide 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 as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. 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 Agreement term and following completion of the Agreement if Vendor does not transfer the records to City.
- c. Upon completion of the Agreement, Vendor shall transfer, at no cost, to City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.
14. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

15. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

16. **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.

17. **REIMBURSEMENT OF TRAVEL EXPENSES.** City's reimbursement of Vendor for any reasonable travel expenses, including meals, lodging, and transportation, actually incurred in connection with this Agreement shall be limited to the permissible amounts for those travel expenses set forth in in Florida Statutes section 112.061.

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

CITY:

CITY OF KISSIMMEE,
a Florida municipal corporation

By: _____
Jackie Espinosa
Mayor

Date: _____

VENDOR:

By: Shelby Stuphen Chambers
Name: Shelby Stuphen Chambers
(As Authorized Agent)

Date: 11/19/2025

Title of Attached Agreement: Sourcewell Contract # 113021-SUT (incorporated by reference only, not attached), Stuphen Component Report Order # DQ14082-1, Stuphen Proposal, and a drawing of the fire engine to be purchased

EXHIBIT A
VENDOR'S COMPONENT REPORT
VENDOR'S PROPOSAL
DRAWING OF THE FIRE ENGINE TO BE PURCHASED



Sutphen

Component Report
Dealership: South Florida
Emergency Vehicles

HS- City of Kissimmee, Florida Customized Pumper

Order#: DQ14082-1
Contact: Joseph Leone
Position: Deputy Chief
Phone: 407-518-2222
Mobile: 630-991-7551
Email: joseph.leone@kissimmee.gov

Bill To	Ship To
Customer: City of Kissimmee Contact: Joseph Leone, Deputy Chief Address: 101 Church Street Kissimmee, Florida 34741	Customer: Kissimmee Fire Department Contact: Joseph Leone, Deputy Chief Address: 343 N Clyde Ave Kissimmee, Florida 34741

Comments
Project Manager: Sales Person: Revision Level: Truck Type: Body Facility:

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1	Urbana	1	Facility = Urbana
2		1	**ENG Truck Series = Customized
3		1	**ENG Pump Module Series = Program Module
4		1	**ENG Electrical System = Point-to-Point
5	Sourcewell	1	Cooperative Purchasing =Sourcewell
6	10000225	1	STD WIRING SCHEMATIC (USB)
7	10310100	1	CHASSIS
CHASSIS			
8	10010001	1	CHASSIS, CUSTOM
9	51070197	1	WHEELBASE = 197
10		1	**ENG Wheelbase Note = Wheelbases and component designs may be subject to change pending finalized designs from Cummins on 2027 EPA compliant aftertreatment systems.
11	25010255	1	FRAME, 10" DOUBLE RAILS, DOMEX, SINGLE AXLE (110K PSI)
12	45040100	1	FRONT BUMPER CLIP

Line	Item #	Qty	Item Description/Comments
13	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
14	46010000	1	REAR TOW EYES, PAINTED
15	40010250	1	STEERING - ROSS TAS-85
16	40010500	1	STEERING GEAR WARRANTY, ROSS, 1-YEAR
17	22010000	1	DRIVE LINE, SPICER, 1710 SERIES
18	23015010	1	ENGINE, CUMMINS X10 MHD 450HP DOC-DPF-DEF-SCR OBD
19	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
20	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
21	23030006	1	AIR INTAKE/EMBER SEPARATOR
22	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
23	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
24	47012510	1	TRANSMISSION, ALLISON GEN 6, EVS3000 (L9, X10MHD)
25	47020100	1	TRANSMISSION WARRANTY, ALLISON, 5 YEARS
26	23110000	1	JACOBS ENGINE BRAKE
27	47024050	1	TRANSMISSION COOLER
28	47030000	1	ALLISON TOUCH PAD SHIFTER
29	47030150	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR LOCKED
30	21021200	1	COOLING SYSTEM
31	21030195	1	COOLANT FILTER
32	21030000	1	FAN CLUTCH
33	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
34	26010000	1	FUEL TANK, STEEL, 65 GALLON
35	26030000	1	FUEL FILL
36	26030100	1	FUEL COOLER
37	24040000	1	DIESEL EXHAUST FLUID TANK
38	13012115	1	ALTERNATOR, C.E. NIEHOFF 360 AMP C527

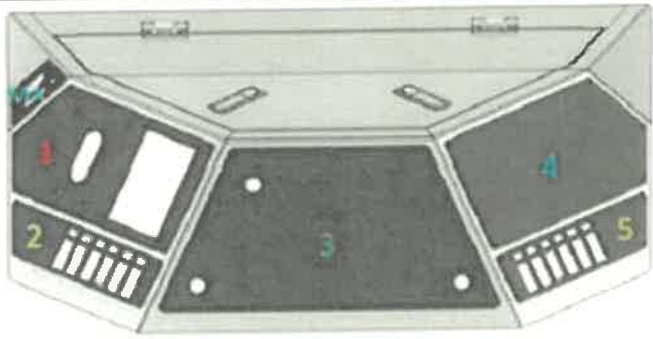
Line	Item #	Qty	Item Description/Comments
39	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
40	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
41	15031700	1	BATTERY JUMPER TERMINALS
42	15030488	1	SPECIAL Shoreline Inlet 120V SHORELINE INLET, MANUAL, KUSSMAUL WPR-1-XX
43		1	**CLAR NOTES, -Shoreline Inlet Location = Driver's side of Cab, standard location. -Shoreline Cover Color = Red.
44		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
45	15040100	3	120V OUTLET WIRED TO SHORELINE INLET - EA (3)
46		1	**ENG NEMA Number = 5-20 House Plug Duplex.
47	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012
48		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
49		1	**ENG Outlet Locations = Match HS 8048-49
50	15088888	1	SPECIAL ITEM, SHORELINE INTERLOCK
51		1	**CLAR NOTES, An interlock will be added to the charger Inlet to keep the truck from starting if shoreline is connected MATCH HS 7400
52	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
53	14030120	1	FRONT AXLE WARRANTY, HENDRICKSON, 5 YEARS
54	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
55	41030035	1	FRONT SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON REAR SUSPENSION)
56	41040510	1	STEER ASSIST
57	43010306	1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS
58	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
59	14530010	1	REAR AXLE WARRANTY, MERITOR, 3 YEARS
60	14530100	1	TOP SPEED, 68 MPH
61	42010015	1	REAR SUSPENSION, HENDRICKSON FIREMAAX 27,000 LBS. AIR RIDE
62	42030035	1	REAR SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON FRONT SUSPENSION)
63	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
64	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE

Line	Item #	Qty	Item Description/Comments
65	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)
66	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
67	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
68	44271100	1	MUD FLAPS, FRONT (PAIR)
69	44271200	1	MUD FLAPS, REAR (PAIR)
70	16010255	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 7" REAR (SINGLE AXLE)
71	18010041	1	AIR BRAKE SYSTEM 4 TANKS WABCO 1200 DRYER (24K, 27K)
72	18015000	1	WABCO ABS BRAKING SYSTEM WARRANTY, 3 YEARS /300,000 MILES
73	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
74	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
75		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
76	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
77	18036105	1	TIMER, KUSSMAUL AUTO PUMP
78	18210000	1	ELEC STABILITY CONTROL SYST
79	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
80	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
81	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
82	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
83	54088888	1	SPECIAL ITEM, Shoreline interlock
84		1	**CLAR NOTES, Interlock will keep the truck from starting while the land line is attached.
85	54088888	1	SPECIAL ITEM, Automatic High Idle on park brake engagement
86	10310110	1	CAB
CAB			
87	11023250	1	CAB TSAL4E 73" 10" RR 1/2
88	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
89	11030950	1	CAB LOCKDOWN LATCHES
90	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE

Line	Item #	Qty	Item Description/Comments
91	11031030	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE PUMP PANEL
92	11031100	1	MANUAL BACK-UP TILT SYSTEM
93	11031350	1	CAB DOORS, FULL LENGTH (4)
94	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
95	11031390	1	AUXILIARY CAB STEPS, ALUM, GRIP STRUT (SET OF 4)
96	11031396	1	CAB STEP LIGHTING, FEDERAL SIGNAL COMPLEX LED STRIP LIGHTS
97	11031421	1	CAB DOOR WINDOWS, POWER (4)
98	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
99	11031460	1	NO WINDOWS, BACK WALL OF CAB
100	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
101	52010010	1	ELECTRIC INTERMITTENT WIPERS
102		1	**ENG Override Switch to Re-Engage Wipers? = Yes.
103	52030200	1	WINDSHIELD WASHER RESERVOIR
104	38010015	1	MIRRORS LANG MEKRA 300 SERIES REMOTE
105	11024420	1	UPPER GRILLE, AMERICAN FLAG LEVEL STYLE FACADE (X SERIES)
106	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
107	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING
108	20012210	1	BUMPER, 18" FORMED STEEL CHANNEL, PAINTED
109		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
110	20029830	1	BUMPER SIDES, PAINTED STEEL, W/POCKET (12-24" EXTENSION)
111	20029910	1	BUMPER ANGLES, PAINTED STEEL, FLAT (12-30" EXTENSION)
112	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)
113	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
114	20030510	1	CUT-OUT IN STORAGE WELL COVER
115	20042140	1	PROTECTIVE BUMPER COATING, RAPTOR, TOP EDGE OF FRONT BUMPER
116		1	**CLAR NOTES, Use rubber cup and ball for securing lid. Use chrome lift handle in place of STS

Line	Item #	Qty	Item Description/Comments
117	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION
118	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X SERIES)
119	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
120	12030350	1	LANYARD CONTROL FOR AIR HORNS
121	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
122	12620102	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A (PAIR)
123	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
124	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
125		1	**ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on.
126	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
127		1	**ENG Siren Brake Switch For Driver
128	12730361	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S SIDE
129	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (MIXED UPPER WARNING & TURN SIGNAL)
130		1	**ENG Headlight Interior Finish = Chrome.
131	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (MIXED HOUSING)
132	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS
133	27022130	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (2) SIDE
134	27030610	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (1)
135	27030650	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (1)
136	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)
137	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
138	27025500	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) REAR ENTRY
139	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
140	27040100	1	INTERIOR DOOR, NYLON STRAP (FRONT & REAR CAB DOORS)
141	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
142	11032615	1	DRIVER SIDE, RIGHT DOOR HINGE (OPEN TOWARDS REAR OF CAB)

Line	Item #	Qty	Item Description/Comments
143	11032021	1	EXTERIOR COMPT, SIDE OF EXT CAB, 66" H, DS
144	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
145	11032210	1	INTERIOR ACCESS, BLACK WEBBING
146	11032100	1	NO OPENING TO CREW SEAT COMPT
147	11032071	1	EXTERIOR COMPT, SIDE OF EXT CAB, 66" H, OS
148	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
149	11032210	1	INTERIOR ACCESS, BLACK WEBBING
150	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT
151	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
152	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
153	11032310	4	ADJUSTABLE SHELF, EXTERIOR CAB COMPT (EA) (4)
154	11032388	1	SPECIAL ITEM, 66" EXTERIOR 79" INTERIOR -BOTH SIDES
155		1	**CLAR NOTES, MATCH HS 8048-49
156	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
157	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR
158	11032929	1	DOOR PANEL, FULL STS
159	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
160	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
161	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
162	11031678	1	SPECIAL Center Console MATCH PREVIOUS CONSOLES
163	22610050	1	ENGINE HOOD LIGHT, LED (1)
164	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
165	11031712	1	UPPER CREW DOOR AREA, OPEN
166		1	**CLAR NOTES, PREP CREW DOORS FOR DEALER SUPPLIED GLOVE HOLDERS
167	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
168	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES

Line	Item #	Qty	Item Description/Comments
			Upper Command Console: 
169	30010508	1	LOWER COMMAND CONSOLE, X10
			
170	30010610	1	CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES PUMP TRANSMISSION)
171	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
172	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
173		1	**ENG Door Ajar Light Location = Centered below upper command console.
174	30031650	1	DO NOT MOVE ALARM
175	30031675	1	DO NOT MOVE DISENGAGE BUTTON
176	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
177	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
178	30031100	1	HIGH IDLE SWITCH
179	11040000	1	CAB ACCESSORY FUSE PANEL
180	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
181		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.

Line	Item #	Qty	Item Description/Comments
182	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
183		1	**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
184	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
185	30031810	2	12V POWER POINT (2)
186	30031820	3	12V DUAL POWER POINT, USB/USB (3)
187	30031830	1	12V DUAL POWER POINT, USB/USBC, POWERWERX (1)
188	30031840	2	12V DUAL POWER POINT, USB/USBC, KUSSMAUL (2)
189		1	**CLAR NOTES, MATCH HS 8048 WITH POWER
190	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
191	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
192	33530652	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN 500 TIR6 LED, 50*03Z*R (QTY 4)
193	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
194	28020500	1	AIR CONDITIONING WARRANTY, 1 YEAR
195	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
196	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
197	28031000	1	FAN, 12 VOLT, DRIVER'S SIDE, MOUNTED INBOARD, NEXT TO DEFROSTER
198	28031100	1	FAN, 12 VOLT, OFFICER'S SIDE, MOUNTED INBOARD, NEXT TO DEFROSTER
199	28088888	1	SPECIAL ITEM, METAL RE-DIRECT DIFFUSER CHF-7344
200		1	**CLAR NOTES, REF CHF-7344
201	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
202	38340110	1	PRIMARY SEAT POSITION
203	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
204	38320000	1	HELMET STORED IN COMPARTMENT
205	39028885	1	SPECIAL Officer's Seat BOSTROM TANKER 450 RX ABTS SCBA DURAWEAR PLUS LOW SEAM
206	38340110	1	PRIMARY SEAT POSITION
207	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP

Line	Item #	Qty	Item Description/Comments
208	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR
209	38320000	1	HELMET STORED IN COMPARTMENT
210	39088888	1	SPECIAL ITEM, BLACK RUBBER HANDRAIL ABOVE OFFICER DOOR
211	39521209	1	CREW SEAT 1, BOSTROM SIERRA, ABTS HIGH BACK (DURAWEAR PLUS, LOW SEAM)
212	38340110	1	PRIMARY SEAT POSITION
213	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
214	38320000	1	HELMET STORED IN COMPARTMENT
215	39521210	1	CREW SEAT 2, BOSTROM SIERRA, ABTS HIGH BACK (DURAWEAR PLUS, LOW SEAM)
216	38340110	1	PRIMARY SEAT POSITION
217	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
218	38320000	1	HELMET STORED IN COMPARTMENT
219	39521465	1	CREW SEAT 3, BOSTROM TANKER 450, ABTS SCBA FIXED (DURAWEAR PLUS, LOW SEAM)
220	38340120	1	SECONDARY SEAT POSITION
221	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
222	38320000	1	HELMET STORED IN COMPARTMENT
223	39521466	1	CREW SEAT 4, BOSTROM TANKER 450, ABTS SCBA FIXED (DURAWEAR PLUS, LOW SEAM)
224	38340120	1	SECONDARY SEAT POSITION
225	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
226	38320000	1	HELMET STORED IN COMPARTMENT
227	39550200	1	SEAT COLOR, BLACK
228	39610000	3	SCBA BRACKETS, BOSTROM, SECURE ALL (3)
229	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
230	39710012	1	DOUBLE CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
231	11031740	1	OVERHEAD STORAGE, FRONT OF 10" RR W/NET
232	11031747	1	OVERHEAD STORAGE, REAR OF 10" RR W/DOORS
233	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT

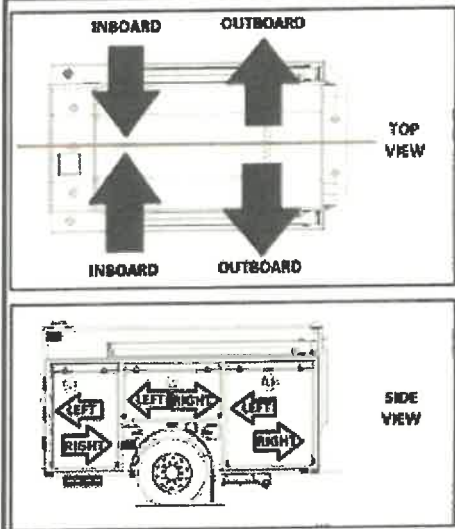
Line	Item #	Qty	Item Description/Comments
234	84561380	1	CAMERA SYSTEM, BRIGADE, BACKEYE 360 HD CAMERA SYSTEM (WIRED)
235	10310200	1	PUMP & PLUMBING
PUMP & PLUMBING			
236	60090000	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE
237	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
238	60025950	1	PUMP GEARBOX YOKE, 1710
239	60026000	1	PUMP PACKING, HALE
240	60030370	1	MANUAL PUMP OVERRIDE (PRG)
241	60031005	1	ALLOY ANODES, HALE (2)
242	60035123	1	PUMP TEST, THIRD PARTY TESTING
243	61510010	1	DELETE AUXILIARY COOLER (HEAT EXCHANGER)
244	62010002	1	STAINLESS STEEL PIPING
245	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
246	61729120	1	VALVE, AKRON, HEAVY DUTY
247	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
248	73090001	1	TANK FILL 2"
249	61729120	1	VALVE, AKRON, HEAVY DUTY
250	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
251	61090012	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS MAX
252	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
253	63021500	1	6" MAIN SUCTION, LEFT SIDE
254	65090000	1	2.5" LEFT SIDE INLET
255	61729120	1	VALVE, AKRON, HEAVY DUTY
256	61770905	1	ACTUATOR, VALVE, SWING CONTROL
257	60036010	1	THREADS, NST
258	63025500	1	6" MAIN SUCTION, RIGHT SIDE
259	64090000	1	2.5" RIGHT SIDE INLET

Line	Item #	Qty	Item Description/Comments
260	61729120	1	VALVE, AKRON, HEAVY DUTY
261	61770905	1	ACTUATOR, VALVE, SWING CONTROL
262	60036010	1	THREADS, NST
263	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
264	61729120	1	VALVE, AKRON, HEAVY DUTY
265	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
266	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
267	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
268	60036010	1	THREADS, NST
269	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
270	61729120	1	VALVE, AKRON, HEAVY DUTY
271	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
272	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
273	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
274	60036010	1	THREADS, NST
275	71025905	1	3" DISCHARGE, RIGHT - POSITION 3
276	61729160	1	VALVE, AKRON, SLOW CLOSE
277	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
278	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
279	61810160	1	DISCHARGE TERMINATION, STRAIGHT
280	60036010	1	THREADS, NST
281	61840267	1	ADAPTER, 3" NST FE X 5" STORZ, 30-DEGREE W/CAP & CHAIN, TFT
282	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
283	61729120	1	VALVE, AKRON, HEAVY DUTY
284	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
285	77090000	1	GAUGE, DISCH, CLASS 1 2.5"

Line	Item #	Qty	Item Description/Comments
286	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
287	60036010	1	THREADS, NST
288	71590000	1	DISCHARGE, 2.5" LEFT REAR
289	61729120	1	VALVE, AKRON, HEAVY DUTY
290	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
291	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
292	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
293	60036010	1	THREADS, NST
294	71890000	1	DISCHARGE 2.5" RIGHT REAR
295	61729120	1	VALVE, AKRON, HEAVY DUTY
296	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
297	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
298	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
299	60036010	1	THREADS, NST
300		1	**CLAR NOTES, The (2) 1 1/2" crosslays will be plumbed from the crosslays to the hosebed as preconnects
301	71990000	1	DISCHARGE 2.5" FRONT/LEFT OF MAIN HOSEBED
302	61720100	1	VALVE, AKRON HEAVY DUTY
303	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
304	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
305	61810160	1	DISCHARGE TERMINATION, STRAIGHT
306	60036010	1	THREADS, NST
307	72290000	1	DISCHARGE 1.5" TO FRONT BUMPER, 2" PLUMBING
308	61729120	1	VALVE, AKRON, HEAVY DUTY
309	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
310	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
311	60036010	1	THREADS, NST

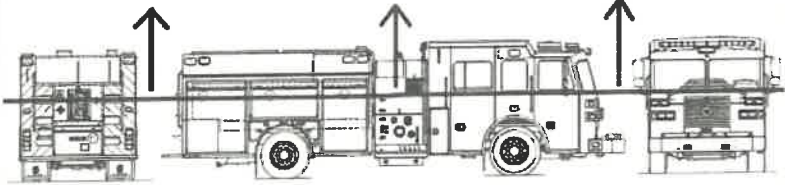
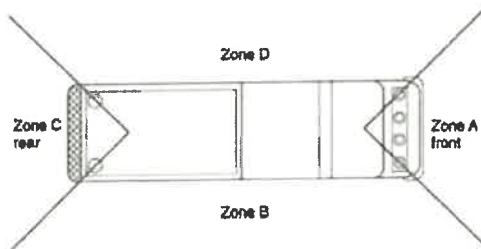
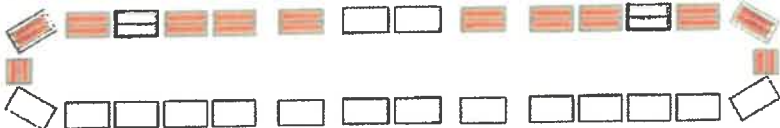
Line	Item #	Qty	Item Description/Comments
312		1	**ENG Front Bumper Swivel Location/Side = Officer's side.
313		1	**ENG Front Discharge Swivel Location/Trough = Top of Bumper.
314	72590002	1	DECK GUN DISCHARGE 3"
315	61729160	1	VALVE, AKRON, SLOW CLOSE
316	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
317	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
318	72570100	1	DECK GUN TERMINATION, THREADED
319	72555800	1	MONITOR, ELKHART 8297 "STINGER" W/8298 MOUNT W/QUAD STACKED TIPS & STREAM SHAPER
320		1	**ENG Ground Base Inlet size = (1) 5" Storz Inlet
321	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL
322	72890000	1	CROSSLAYS, TWO 2" W/1.5" SWIVEL
323		1	**ENG Crosslay Hose Load Requirement = The TWO (2) 1 1/2" crosslays will be plumbed to the hosebed as preconnects
324	61729120	2	VALVE, AKRON, HEAVY DUTY (2)
325	61770900	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (2)
326	77090000	2	GAUGE, DISCH, CLASS 1 2.5" (2)
327	60036010	2	THREADS, NST (2)
328	72910507	1	COVER, ALUM W/WEBBING SIDES FOR CROSSLAYS
329	72932220	1	COVER FASTENERS, BLACK PLASTIC BUCKLES
330		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = OEM Discretion.
331	72888888	1	SPECIAL ITEM, Delete crosslays and make crosslay area into a compartment
332	72888888	1	SPECIAL ITEM, ADD ANOTHER HOSEBED PRECONNECT TO MATCH HS 8048-49
333	61742000	1	MASTER PUMP DRAIN, MULTIPOINT
334	61790510	11	DRAIN VALVES, HALE, LIFT-UP (11)
335	10310220	1	PUMP PANEL
PUMP PANEL			
336	74929110	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT

Line	Item #	Qty	Item Description/Comments
337	74914110	1	PRG SM1 - SIDE MOUNT PUMP PANEL (CROSSLAYS)
338	74928000	1	~PROGRAM MODULE FOR CUSTOMIZED PUMPER
339	74928100	1	PUMP MODULE LENGTH, 44"
340	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)
341	74931055	1	COLOR CODING (PRG)
342	74931255	1	DISCHARGE GAUGE BEZELS, COLOR CODED (PRG)
343	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
344	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
345	74931590	1	PLUMBING FINISH, NON-PAINTED
346		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
347	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS
348	75040210	1	TROUGH IN RUNNING BOARD, OFFICER'S SIDE
349		1	**ENG Running Board Trough Cover = Velcro Straps.
350	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
351	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
352	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
353	60090030	1	PUMP PRIMER, TRIDENT, AIR
354	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
355	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
356	76030900	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
357	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
358	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
359	77590000	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4
360	10310230	1	WATER TANK
WATER TANK			
361	83525200	1	WATER TANK BRAND, UPF
362	83510105	1	WATER TANK, 750 GAL, POLY

Line	Item #	Qty	Item Description/Comments
363	83530130	1	WATER TANK WARRANTY, UPF, LIFETIME
364	10310300	1	BODY
BODY			
365	80110420	1	BODY PA-12 RES 43/53, LAD CHUTE
366	80029900	1	BODY SUBFRAME, PUMPER/TANKER
367	80245999	1	UPPER HATCH COMPARTMENTS - NOT PROVIDED
368		1	**ENG Dealer Supplied Compartmentation = Compartment options will be Dealer Supplied.
369	10310302	1	BODY COMPARTMENTS
BODY COMPARTMENTS			
			Standard Verbiage for locations of Outlets and other components in Body compartments  Legend Inboard— Toward center of truck / frame rails Outboard— Toward compartment doors Left/Right wall— Looking at compartment, wall which is to your left or right
370	81165705	1	UNISTRUT TRACK IN COMPTS
371	80230620	1	DOOR SILL PROTECTION, BODY COMPTS, NOT FACTORY PROVIDED
372	80230920	1	ROLL UP DOORS WARRANTY, AMDOR, 3 YEARS
373	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED
374	80220140	1	COMPT DOORS, AMDOR ROLL-UP, PAINTED
375	80225200	1	REAR COMPT DOOR (A1) HINGED, ALUM, PAINTED
376	80230300	1	COMPT INTERIOR FINISH, SMOOTH

Line	Item #	Qty	Item Description/Comments
377	80230450	1	HINGED REAR COMPT DOOR INTERIOR FINISH, SMOOTH
378	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
379	10310305	1	BODY EXTERIOR
BODY EXTERIOR			
380	81310000	1	HOSEBED, ALUM FLOORING
381	81330121	1	LOWER HOSEBED 8 INCHES, LEFT SIDE AND CENTER ONLY
382	81410000	1	COVER, VINYL, MAIN HOSE BED
383	81440200	1	COVER FASTENERS, BUNGIE CORDS WITH ORANGE TAB
384		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.
385	81330304	1	HOSE BED DIVIDERS, ADJ (4)
386	81331115	1	REMOVABLE SUPPORT BAR FOR REAR HOSEBED COVER
387	81332015	1	HOSEBED LIGHTING, FRONT, TECNIQ E44 LED LIGHT STRIP
388	81388888	1	SPECIAL ITEM, ONE hosebed divider FIXED
389	81388888	1	SPECIAL ITEM, RAISE SIDES OF HOSE BED 4+" TO ACCOMMODATE HOSE LOAD
390		1	**CLAR NOTES, MATCH HS 8048-49
391	81910100	1	HANDRAILS, KNURLED STS
392	82210000	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT (ALUM PUMPERS)
393	82310000	1	STEPS, REAR BODY (14x11 & 14x8)
394	82510000	1	RUB RAILS, ANODIZED ALUM
395	83010050	1	ALUMINUM TREADPLATE (PUMPER/TANKER)
396	83030315	1	REAR STEP/TAILOBOARD CORNERS, 45 DEGREE
397	80290052	1	10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4)
398		1	**ENG A triple bottle compartment cannot be located on the driver's side behind rear axle.
399	80290220	1	DIVIDER FOR (2) TRIPLE SCBA COMPARTMENTS
400	80290310	1	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (1)
401	80290420	3	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT (3)
402	88520300	1	DELETE 6" SUCTION HOSE

Line	Item #	Qty	Item Description/Comments
403	88540550	1	DELETE STD SUCTION HOSE MTG
404	88550300	1	STRAINER NOT PROVIDED
405	89988888	1	SPECIAL ITEM, Tailboard with mitered corners
406	83030710	1	REAR FENDERS, ALUMINUM SMOOTH PAINTED
407	89010000	1	LADDERS, DUO-SAFETY 900A 24'2-SEC & 775A 14' ROOF & 10' FOLDING
408	89510200	1	LADDER CHUTE
409	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR
410	89590025	1	FULL ENCLOSURE FOR LADDER CHUTE
411		1	**CLAR NOTES, LADDERS TO BE DUOSAFETY BRAND
412	10310310	1	ELECTRICAL
ELECTRICAL			
413	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
414	84511100	1	BODY ELECTRICAL DESCRIPTION
415	84520000	1	BACK UP ALARM, ECCO SA917
416	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAI/TURN/REVERSE, QUAD HOUSING (PAIR)
417	85110100	1	ICC LIGHTS, LED
418	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
419	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED
420	86528999	1	DELETE REAR WORK LIGHTS
421	85788888	1	SPECIAL ITEM, SWITCH FOR GROUND LIGHT CIRCUIT
422	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)

Line	Item #	Qty	Item Description/Comments
			UPPER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD UP)  Side Warning Zones Explained (Looking down on truck from sky) 
423	86610130	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 14 MODULES
			
424		1	**ENG Zone A, Upper Lightbar Color / Details = Clear lens- 12 red modules 2 white modules
425	86910110	1	OPTICOM, INSTALLED IN LIGHT BAR, GTT 795H LED (FOR WHELEN LIGHTBAR)
426	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
427	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)
428	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
429	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)

Line	Item #	Qty	Item Description/Comments
			LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN) Side Warning Zones Explained (Looking down on truck from sky) Zone D Zone C rear Zone B Zone A front
430	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
431	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
432		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
433	87210132	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 500 SUPER LED, 50*02F*R (QTY 1), T-SERIES LED, TSS0* (QTY 1)
434	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
435		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
436	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
437	87410132	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 500 SUPER LED, 50*02F*R (QTY 1), T-SERIES LED, TSS0* (QTY 1)
438	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
439		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
440	87537732	3	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR) (3)
441		1	**ENG Whelen 600 LED Warning Light Color = Red.

Line	Item #	Qty	Item Description/Comments
442	87537739	2	ADDITIONAL WARNING LIGHTS, WHELEN T-SERIES LED, TSS0*(PAIR) (2)
443		1	**ENG Whelen T-Series Lens Color = Clear.
444	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"
445		1	**CLAR NOTES, Tie Traffic advisor to master emergency switch
446	88393000	1	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, W/INTEGRATED ICCS FT-B-72-ML-3PKIT-* (1)
447		1	**ENG ICC Cab Marker Lights Integrated in Brow Light = Yes
448	88393052	8	SCENE LIGHT, FIRETECH GUARDIAN ELITE 20K, 12V LED, SURFACE MOUNT, FT-GESM (8)
449	88399940	6	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (6)
450	10310410	1	PAINT & FINISH
PAINT & FINISH			
451	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)
452	90010020	1	PAINT SCHEME
453	90030004	1	PAINT, SINGLE TONE
454		1	**ENG Single Tone Paint Color = RED.
455	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
456	90030190	1	TEXTURED FRAME RAIL COATING, PLUMBING AREA
457	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
458		1	**ENG Dealer Supplied Graphics = Dealer supplied graphics will be provided for all options except rear chevrons.
459	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
460	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE
461	90688888	1	SPECIAL ITEM, DOT reflective stripping in rub rails
462		1	**CLAR NOTES, white reflective stripping in rub rails
463	10310420	1	EQUIPMENT
EQUIPMENT			
464	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
465	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
466	10310600	1	COMPLETION & WARRANTY

Line	Item #	Qty	Item Description/Comments
COMPLETION & WARRANTY			
467	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
468	99031195	1	DEALER DELIVERY
469	99520110	1	WARRANTY, ONE YEAR
470	99521100	1	WARRANTY, FRAME, LIFETIME
471	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
472	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
473	99521400	1	WARRANTY, PAINT, 10 YR.
474	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
475	10310500	1	DEALER SUPPLIED
DEALER SUPPLIED			
476	PDB000283	1	DEALER SUPPLIED - DEALER PREP
477	PDB000380	1	DEALER SUPPLIED - PDI-Pumper
478	PDB000101	1	DEALER SUPPLIED - Radio Mount- Dual Head
479	PDB001296	1	DEALER SUPPLIED - Antenna Mounting(2)
480	PDB000403	1	DEALER SUPPLIED - Medical Glove Holders (Upper Crew Doors)
481	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
482	PDB001293	1	DEALER SUPPLIED - STREAMLIGHT VULCAN 180 (4)
483	PDB001217	1	DEALER SUPPLIED - Honda EU2200I Portable Generator
484	PDB000133	1	DEALER SUPPLIED - Opticom
485	PDB001226	1	DEALER SUPPLIED - Firecom 4 Position Wireless System
486	PDB001237	1	DEALER SUPPLIED - Akron Revolution Valve 6" x 5" Storz 30°
487	PDB001237	1	DEALER SUPPLIED - Akron Revolution Valve 6" x 5" Storz 30°
488	PDB001503	1	DEALER SUPPLIED - Extinguisher Mount for (3)
489	PDB001702	1	DEALER SUPPLIED - SHELVING ALLOWANCE
490	PDB001806	1	DEALER SUPPLIED - GRAPHICS



SUTPHEN

PROPOSAL

TO THE:

City of Kissimmee Fire Department
Chief Jim Walls
101 Church Street
Kissimmee, FL 34741

DATE: November 10, 2025

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

**One (1) Sutphen Monarch Extreme Duty Engine utilizing SOURCEWELL Contract
#113021 Complete and Delivered for the Total Sum of\$1,089,625.00
If invoice is paid in full within 30 days after PO acceptance, a \$89,894.00 discount
is offered making final cost \$999,731.00.**

The apparatus and equipment being purchased will be manufactured in accordance to this proposal and shall be completed within approximately **35-37 months** after Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,



Guy Lombardo
Authorized Representative for Sutphen Corporation

TERMS & CONDITIONS

Evolving industry conditions and market volatility may materially impact the cost to manufacture fire apparatus. As such, Sutphen reserves the right to impose a price adjustment. The price adjustment will be determined using the Producer Price Index (PPI) – specifically, WPU141106843 the Commodity Data for Heavy Duty Truck Manufacturing: Buses, including military and firefighting vehicles with chassis of own manufacture. The calculation will be based on the PPI value the month of contract execution, compared to the PPI value 12 months prior to the originally slotted production completion date.

If the PPI reflects an increase exceeding 5% over this period, the Purchaser will be subject to a price adjustment equal to the percentage increase in excess of 5%. Sutphen will provide written notice to the Purchaser as soon as it reasonably anticipates the need to apply such adjustment. Upon receipt of such notice, the Purchaser may request to terminate the Agreement; however, acceptance of such termination shall be at Sutphen's sole and absolute discretion. If the termination request is approved, a cancellation fee equal to 5% of the original contract purchase price will be applied.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

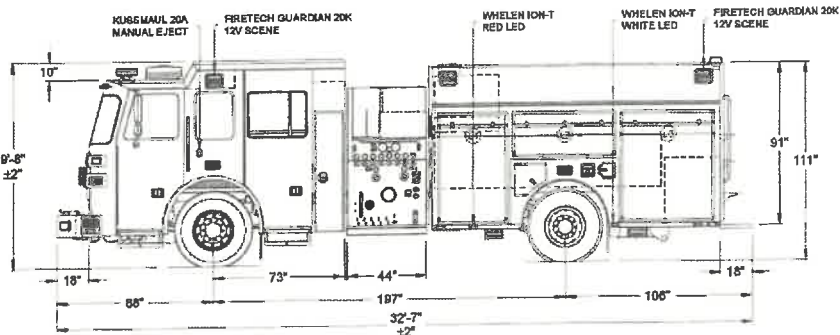
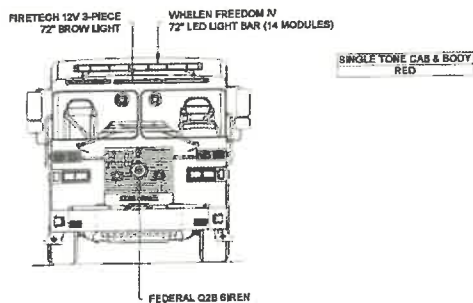
The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.



S. SUTPHEN
KISSIMMEE FIRE DEPARTMENT
KISSIMMEE, FL
CUSTOM PUMPER - PA12
KISSIMMEE, FL (2025 PA12).dmg

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

Sutphen Corporation does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: **Shelby Sutphen Chambers**

Title of Contractor's Authorized Representative: **President**

Signature of Contractor's Authorized Representative: *Shelby Sutphen Chambers*

Date: *11/19/25*

ITEM 7.D

Authorization to Negotiate Construction Manager at Risk Agreement for Lakeside Fire Station and Durbin Park Community Center

Request

Approval to authorize staff to negotiate an agreement with Core Construction for RFP2025-009, for Construction Manager at Risk services for the Lakeside Fire Station and Durbin Park Community Center Project.

Explanation

The Public Works & Engineering Department requested the Purchasing Division to solicit proposals from qualified firms for the selection of an experienced Construction Manager at Risk (CMAR) company to oversee the Lakeside Fire Station and Durbin Park Community Center Project. The selected CMAR will collaborate with the design consultants throughout the design, bid/award, and construction phases of the project.

A Request for Proposals (RFP2025-009) was issued and advertised on August 22, 2025, in the Orlando Sentinel, Demand Star, and Vendor Link. The bid opening took place on October 21, 2025.

After evaluations were completed, the selection committee requested presentations from the top three ranking firms. After the presentations, the selection committee discussed and unanimously selected Core Construction as the firm for this project. Copies of the bid submissions and abstracts were provided following the opening.

If the City is unable to reach an agreement with Core Construction, negotiations will proceed with the second-highest-ranked firm, Balfour Beatty Construction, LLC. Once negotiations are completed, the final construction cost will be brought back to the City Commission for final approval.

Recommendation

Approve and negotiate an agreement with Core Construction for Construction Manager at Risk services for the Lakeside Fire Station and Durbin Park Community Center Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Authorization to Place Bid on Agenda
2. Notice of Intent to Award - RFP2025-009 CMAR Kissimmee Lakeside Fire Station & Community Center

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: THESE ITEMS WILL NOT BE PLACED ON THE AGENDA UNTIL AUTHORIZED SIGNATURES ARE OBTAINED AND RETURNED TO THE PURCHASING OFFICE. IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: RFP2025-009
DATE: November 12, 2025
TO: Ivan Lespier, Senior Construction Project Manager
FROM: Debbie Luke, Purchasing Coordinator
SUBJECT: CMAR Kissimmee Lakeside Fire Station & Community Center

COMMENTS: Subject bid was opened on September 25, 2025, with copies of abstract attached, copies of the 3 submittals were sent electronically for your review. Purchasing advertised this August 25, 2025, with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 706 vendors, and 29 vendors downloaded the bid package, Vendor Link had 72 vendors download the package after 2182 vendors notified. After evaluations were completed the selection committee requested presentations from the top 3 ranking firms. The selection committee had discussion after the presentations were completed, and it was unanimous that Core was selected as the firm for this project. You have your recommendations, please provide written justification below for Commission consideration and send purchasing the results of the Commission approval and purchasing will post results on Demand Star and Vendor Link.

DEPARTMENT RECOMMENDATIONS:

☐ Purchase from low bidder.
☒ Other - Explain (attach additional sheets if necessary).

REVIEWED BY: Ivan Lespier **DATE:** 12/16/2025
APPROVED BY: David Gomez **DATE:** 12/17/2025
DATE RETURNED TO PURCHASING: _____

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New X Replacement

The intended use of function is: Approval to begin contract negotiations with CORE Construction
For pre construction services for the Lakeside Park and Fire Station Project following the
completion of the Request for Proposal (RFP 2025-009

Funding: Attach approved copy of Budget Transfer (if necessary)

Account Number	Project Number	Amount

Total Amount Budgeted: \$ 21,000,000.00

Cost: _____

Remaining: _____

Intended use for any funds remaining: _____



PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE,
FL 34741

NOTICE OF INTENT TO AWARD

Date: November 12, 2025

To: All Submitters on Record

Issued By: Debbie Luke, Purchasing Coordinator

Subject: RFP2026-009 CMAR Kissimmee Lakeside Fire Station & Community Center

The Public Works/Engineering Department has completed their post presentation reviews for the above referenced solicitation. The Purchasing Division hereby provides notice that the recommendation is to award this solicitation to Core. This shall now be submitted to the Commission to seek award.

We appreciate your hard work on this project and will be pleased to see your interest in other projects that come up for the City of Kissimmee.

Respectfully,

Purchasing

ITEM 7.E

Contract with KUA for the Electrical Line Extension at Mill Run Park Fire Station

Request

Approval to execute a contract with the Kissimmee Utility Authority (KUA) (Contract #20260091) for the permanent electrical line extension to serve the new Mill Run Park Fire Station, in the amount of \$229,007, and to authorize the City Manager or their designee to execute any necessary documents to carry out the terms of the agreement.

Explanation

The Mill Run Park Fire Station Project requires the relocation and extension of KUA's underground electrical feeder lines to establish permanent utility service at the new facility. KUA has prepared Line Extension Contract No. EO0026394, outlining the estimated cost and scope of services.

The proposed work includes the underground relocation of existing feeder lines, conduit installation, and all associated improvements necessary to meet KUA standards and deliver a permanent point of service.

As the exclusive electrical provider within the service territory, KUA is the only entity authorized to perform this work. Construction will commence following contract execution and payment of the required deposit.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
36035106 - 506292	FD2528	Decrease	\$12,361,882.00	\$229,007.00

Financial Summary:

Adequate funding for the electrical line extension at Mill Run Park Fire Station project is readily available in the accounts listed above.

Recommendation

Approval of the contract with the Kissimmee Utility Authority for the electrical line extension to serve the Mill Run Park Fire Station in the amount of \$229,007, and authorization for the City Manager or their designee to execute any associated documents or change orders necessary to carry out the terms of the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) EO0026394 KUA Contract Signed

KUA CONTRACT NO. _____
KUA PROJECT NO. EO0026394
CUSTOMER NO. 4042

CONTRACT FOR LINE EXTENSION

This Contract for Line Extension Services ("Contract") is made and entered into this 16 day of December, 20 25 by and between the Kissimmee Utility Authority ("KUA") and City of Kissimmee Public Works & Engineering (hereinafter the "Applicant").

WITNESSETH:

WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as "line extension") of KUA's electric system in order to serve the facilities located at:
Mill Run Fire Station, KUA will relocate existing feeder underground. ("Project").
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA's cost to plan, design and construct the line extension ("Line Extension Activities") as follows:
1. "Standard Activities" – 70% of the total cost.
 2. "Non-standard Activities" – 100% of the total cost.
- E. "Standard Activities" are defined as the connection and extension of new KUA electric facilities from the existing electrical grid to a new electrical point of service, or the upgrade of existing KUA electric facilities to a point of service. An upgrade of existing KUA electric facilities is required when there is an increase of customer electric demand that is above what the facilities were designed and installed to provide at the original establishment of the electrical point of service.
- F. "Non-standard Activities" are portions of a project scope that extend beyond permanent establishment/upgrade of an electric service point. Examples of non-standard activities include, but are not limited to the following:
- Relocation of existing facilities
 - Conversion of existing facilities (typically overhead to underground)
 - Temporary installation of facilities
 - Primary metering facilities (new or conversion of existing standard metering)
 - Make Ready Work for pole attachment companies
 - Fiber and Communication facilities (new or replacement)
 - Street lighting facilities
 - Electric Vehicle charging facilities (Level 2 or 3)
 - Conduit and/or conduit installation
 - Upfront construction cost as required by a specific Federal or local grant
 - Dedicated redundant or backup facilities
 - Power quality improvement facilities that are not required to meet State of Florida power quality standards

- G. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate ("Estimate") for the line extension as follows:

KUA Total Estimated Cost \$ 229,006.45

Required Applicant Deposit

☐ 70% of Estimated Total Cost \$ _____
☒ 100% of Estimated Total Cost \$ 229,006.45

- H. KUA will not proceed with any work until the contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. KUA charges the actual inventory cost of materials to the Applicant's project at time of construction. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant's project schedule and requested completion date of KUA's work.

KUA has no control over lead times of some major materials required to complete the Line Extension Activities. Markets for these major materials have been and may be subject to severe supply chain constraints, resulting in material lead times that could significantly delay KUA construction activities.

NOW THEREFORE, the Parties hereto agree as follows:

1. The Applicant is required to pay the "Required Applicant Deposit" amount shown in Section G above at the time of execution of this Contract.
2. The required deposit is based on an estimate only and represents the recent inventory cost for KUA to provide the Line Extension. **Costs are subject to change without further notice.**
3. This Estimate only covers work to be performed by KUA. This does not include any work that may be required by the Applicant.
4. This Estimate is valid for a period of thirty (30) days from the date of the Estimate. Should the Applicant not enter into this Line Extension Contract and submit the required payment prior to the end of the thirty-day period, it may be necessary for KUA to recalculate the Estimate based upon more current prices. KUA shall be the sole judge as to whether a recalculation is necessary.
5. Once the Contract is executed, the Estimate is also only valid for six (6) months from the effective date of this contract. Should the Applicant either (1) fail to initiate work on the project within six months of the effective date of this contract; or (2) not complete work on the project within six months of the effective date of this contract, the original estimate may no longer apply and be subject to recalculation. KUA shall be the sole judge as to whether a recalculation is necessary. The recalculation may include, but not be limited to, a revised cost estimate, revised time frames and/or revised scope of work in general. Upon completion of KUA's recalculation, a revised Estimate will be submitted to the Applicant. The Applicant will be required to execute an addendum to this Contract and remit the difference between the original and revised estimate within 30 days of receipt of the revised estimate. KUA may cease installation of any facilities contemplated by this Contract and/or refuse to provide and/or disconnect any electric service to the Project in the event the Applicant fails to execute the addendum as required or to pay the revised estimate incorporated in the addendum within the required time frame (30 days).
6. KUA shall not be obligated to install any facilities covered by this Contract until the Applicant commences work on the Project. Once the Applicant commences work on the Project, KUA's obligation to install facilities shall only apply to those portions of the Project where work has commenced and is ongoing. KUA may, at its option, cease or delay installation of electric facilities until the Applicant's construction is, in KUA's determination, satisfactorily progressing on the premises, buildings or dwelling units to be served.

7. The Applicant understands that KUA has no control over the lead times of the materials needed for the Line Extension Activities. Therefore, the Applicant agrees that KUA will neither be responsible nor liable for any delays, and the losses, damages or penalties, directly or indirectly, occasioned by such delays that may be incurred by the Applicant, as a result of the lengthy material lead times. Accordingly, Applicant agrees to hold KUA harmless for any and all consequences of such delays.
8. Payment of the Applicant Deposit does not reserve materials for Applicant's project. If KUA has the necessary material(s) on hand and the Applicant has satisfied its obligations under this Contract, then construction may begin regardless of material lead time. Otherwise, Line Extension Activities will commence when all necessary major materials are in KUA's possession (provided Applicant has satisfied its obligations under this Contract).
9. If the Applicant fails to commence work within one (1) year of the effective date of this Contract, KUA may cancel the Contract and refund part or all of the deposit paid by the Applicant; provided, however, that KUA shall not be required to refund any deposit amounts that cover KUA's actual costs incurred related to this Contract, including, but not limited to, costs associated with installation of facilities contemplated by this Contract, and costs associated with the planning of such facilities prior to their installation (including, but not limited to, costs of engineering, procurement of supplies and materials and other related costs).
10. Upon KUA's completion of all work covered under this Contract, KUA will reconcile actual costs to the Estimate.
 - a. Should the Applicant's calculated required payment, based on the total actual cost, exceed the required Applicant deposit, the Applicant shall remit the difference. KUA shall submit an invoice to the Applicant for the difference. The Applicant shall pay the invoice within thirty (30) days of the invoice date. If payment is not received within the stated period, electric service to the Project is subject to termination and such terminated service shall not be restored until the payment has been received.
 - b. Should Applicant's calculated required payment, based on the total actual cost, be less than the Applicant deposit, KUA will remit a refund to the Applicant for the difference.
 - c. Should the difference between the Applicant's required payment, based on the total actual cost, and the Applicant deposit equate to less than \$100.00, then neither a refund will be given to the Applicant nor will the Applicant be required to make an additional payment.
11. **Imposition of Liens**
 - a. In the event the Applicant fails to make any payment to KUA in a timely manner as required by this Contract, Applicant hereby grants to KUA an automatic lien on the Project's real property to secure the amount owed to KUA under this Contract, including interest (calculated at the maximum rate allowed by law), costs and attorney's fees. Applicant agrees the lien will become effective upon KUA's filing and recording of a claim of lien against the Project's real property in the official records of Osceola County.
 - b. Applicant agrees that this Contract constitutes adequate notice of KUA's claim of lien in the event Applicant fails to make payment as required hereunder.
 - c. At KUA's option, such lien may be foreclosed in the manner provided by law for the foreclosure of mortgages.
 - d. Upon Applicant's payment of all amounts owed under this Contract, KUA shall, upon Applicant's written request, execute and deliver to Applicant an instrument, in recordable form, releasing the lien. Such release shall have no effect on Applicant's ongoing obligations under this Agreement.
 - e. This Section 11 does not apply to applicants that are government entities exempt from the provisions of Florida Statutes, Chapter 713.
12. **Requirements of Applicant:** The following are basic obligations of the Applicant. Additional requirements will be provided to the Applicant by KUA's Operations department.
 - a. *For underground electric systems the Applicant will be required to install all conduit and transformer pads as specified by KUA.*
 - b. The Applicant shall guarantee and be responsible for the integrity of the conduit installation until KUA has installed its cables in the conduit system.
 - c. Easements are required whenever KUA facilities (both primary and secondary voltages) are

- installed on private property. Easements shall be provided by the Applicant at no cost to KUA. Any required surveys and/or legal descriptions shall be the responsibility of the Applicant. KUA will not install any electric facilities until the required easements have been submitted and approved by KUA.
- d. Where plats are utilized, a final recorded plat, including all required utility easements, shall be submitted to KUA. KUA will not set any meters and energize any facilities within the project until the final recorded plat has been received.
 - e. KUA does not accept "blanket" easements. All required easements must be in the form specified by KUA and will generally be in the form of a plat or individual easement deed.
 - f. The Applicant will be required to submit a Final Grade Release form, if applicable, ensuring that all installation routes are cleared and are at final grade.
 - g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this contract.
 - h. The Applicant shall use reasonable care to avoid damaging KUA property. If the owner/developer's failure to use reasonable care causes damage to any of this property, the developer/owner shall replace or repair the damage at no expense to KUA.
13. All electric facilities installed by KUA under this Contract shall remain the property of KUA, even though the Applicant makes a financial contribution towards the construction cost. Conduit and/or pads installed by the Applicant for KUA's electric facilities will become the property and responsibility of KUA upon completion of the line extension project.
14. No provision in this Contract is intended, nor shall be construed, to be a waiver for any purpose by KUA of its sovereign immunity, and any accompanying limitations on KUA's liability pursuant to same, as set forth in Florida Statutes, Chapter 768, Section 768.28.
15. The Applicant covenants and agrees to indemnify, defend and save harmless KUA and/or its board members, officials, directors, partners, consultants, agents, and/or employees ("Indemnified Parties") from any and all liability, claims, suits damages, causes of action (including, without limitation, claims for any personal injury, loss of life or damage to property), cost, expenses (including, without limitation, expenses for any and all attorney's fees and/or expert witness fees and related costs), injury or loss which KUA and/or the Indemnified Parties suffer themselves or to which they may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the owner/developer, his contractor, subcontractor, any person or organization employed by any of them to perform or furnish any of the work on the Project or anyone for whose acts any of them may be liable.
16. Jurisdiction and venue under any claim or cause of action arising under this Contract, or related to performance thereunder, shall lie in the courts of competent jurisdiction of Osceola County, Florida.
17. The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
18. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by Applicant and KUA in order to be legally enforceable.
19. The terms and conditions of this Contract shall have no applicability to any individual or entity other than the Applicant and KUA. The Parties do not intend for this Contract to benefit directly or indirectly any party not a signatory hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Line Extension to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

KISSIMMEE UTILITY AUTHORITY

APPLICANT

WESLEY INFINGER<sup>Digitally signed by WESLEY INFINGER
Date: 2025.12.02 11:33:04 -05'00'</sup>

Assistant Vice President of E & O



Digitally signed by Richard Flury
Date: 2025.12.05 14:14:03 -05'00'

Vice President of Engineering & Operations

City of Kissimmee Public Works & Engineering
Print or Type Name

City Mayor

Signature

ATTEST:

AMOUNT DEPOSIT PAID \$ _____

CHECK NO. _____

ITEM 7.F

Sale of Surplus City Property at 1021 W. Oak Street, Kissimmee, FL

Request

Approve the sale of surplus City-owned property located at 1021 W. Oak Street to Alemer Group for \$1.31M

Explanation

The property was originally acquired as part of the Oak Street Widening Project through funding received by the Florida Department of Transportation, as portions of the parcel were needed to expand the roadway. Although construction on the widening project remains ongoing, the remaining land and structures are no longer needed for transportation purposes. The City engaged a broker to market the property, resulting in four qualified offers, with Alemer Group submitting the highest and most competitive proposal. The offer includes a cash purchase of \$1,310,000 with a 15-day due diligence period. A 6% broker commission will be paid and split between the two representing brokers.

An independent appraisal was obtained in accordance with Section 166.045(1), Florida Statutes, confirming compliance with municipal requirements governing the disposition of real property. The completed appraisal is exempt from public disclosure until the transaction closes, as provided under Section 119.071(1)(c), Florida Statutes. The offer submitted by Alemer Group is favorable relative to the completed appraisal.

Recommendation

Approve the sale of 1021 W. Oak Street to Alemer Group for \$1,310,000 and authorize the City Manager to execute the purchase and sale agreement, any related closing documents, and any future documents necessary to complete the transaction, and to take all administrative actions required to finalize the sale and proceed to closing.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 7.G

Renewal and Fourth Amendment between the City and the Young Men's Christian Association (YMCA)

Request

Approval to renew the agreement between the City and the Young Men's Christian Association (YMCA), (contract #20240322).

Explanation

The YMCA entered into an agreement with the City to provide community services in October 1989, and the agreement was extended by the First, Second, and Third Amendments. This renewal will further extend the current agreement for twelve (12) months, with an option to extend for twelve (12) additional months, expiring September 30, 2027.

City Staff desires to renew the current term for an additional year. The amended agreement includes a CPI increase in the lease in accordance with the original contract terms.

Recommendation

Approval to renew agreement between the City and the Young Men's Christian Association (YMCA).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Fourth Amendment Renewal to YMCA Agreement _ DEC. 2025. CAO (003) executed

**RENEWAL AND FOURTH AMENDMENT TO THE
AGREEMENT BETWEEN CITY OF KISSIMMEE AND
CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA)**

THIS RENEWAL AND FOURTH AMENDMENT by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as "**CITY**" and **YOUNG MENS CHRISTIAN ASSOCIATION, INC.**, a Florida not for profit organization, hereinafter referred to as "**YMCA**" and each represents as follows:

WITNESSETH:

WHEREAS, the CITY and YMCA entered into that certain Agreement, hereinafter referred to as "Original Agreement," dated October 10, 1989, a subsequent First Amendment dated August 18, 2003, a Second Amendment dated September 12, 2023, and a Third Amendment and Renewal dated September 17, 2024; and

WHEREAS, the term of the Third Amendment and extension of Agreement Between the City of Kissimmee and Central Florida YMCA expired on September 30, 2025; and

WHEREAS, the Parties desire to renew the current term for an additional twelve (12) months; and

NOW, THEREFORE, in consideration of the mutual understandings and covenants contained herein, the CITY and the YMCA agree as follows:

Section 1. TERM. The term of the Original Agreement dated October 10, 1989, which was extended by the First, Second, and Third Amendments, will be further extended for an additional twelve (12) months, which may be renewed for one more additional twelve (12) month period upon mutual written agreement of the parties.

Section 2. The effective date of this Renewal and Fourth Amendment shall be September 17, 2025.

Section 3. AMENDMENT. Except as hereby modified, all terms and conditions of the Original Agreement, and the First and Second Amendments shall remain in full force and effect, binding on the CITY and the YMCA. The YMCA agrees to pay an annual rental amount of **\$20,302.18** which will be applied through the duration of this agreement and reflects already a CPI adjustment.

Section 4. Except as hereby modified, all terms and conditions of the Original Agreement, and the First, Second, and Third Amendments shall remain in full force and effect, binding on the CITY and the YMCA.

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

YOUNG MENS CHRISTIAN ASSOCIATION, INC.

By: [Signature]

Title: CFO

Date: 12/08/2025

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this 8th day of December 2025, by means of ☐ physical presence or ☐ online notarization by [Signature] as CFO for YMCA, a corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]
Print Name: LINDA K. EVANS
My Commission Expires: 08/08/2026



LINDA K. EVANS
Notary Public - State of Florida
Commission: HH 270967
Expires: 08/08/2026

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

**RENEWAL AND THIRD AMENDMENT TO THE
AGREEMENT BETWEEN CITY OF KISSIMMEE AND
CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION**

THIS RENEWAL AND THIRD AMENDMENT is made and entered into this 17th day of September, 2024, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as "City" and **YOUNG MENS CHRISTIAN ASSOCIATION, INC.**, a Florida not for profit organization, hereinafter referred to as "YMCA" and each represents as follows:

WITNESSETH:

WHEREAS, the CITY and YMCA entered into that certain Agreement, hereinafter referred to as "Original Agreement," dated October 10, 1989, a subsequent First Amendment dated August 18, 2003 and a Second Amendment dated ~~September~~ 12, 2023; and

WHEREAS, the term of the Second Amendment and extension of Agreement Between the City of Kissimmee and Central Florida YMCA expires on September 30, 2024;

WHEREAS, the Parties desire to renew the current term for an additional twelve (12) months; and

NOW, THEREFORE, in consideration of the mutual understandings and covenants contained herein, the CITY and the YMCA agree as follows:

Section 1. TERM. The term of the Original Agreement dated October 10, 1989, which was extended by both the First Amendment and the Second Amendment, will be further extended for an additional twelve (12) months, expiring on September 30, 2025.

Section 2. The effective date of this Amendment shall be September 17, 2024, after City Commission approval.

Section 3. Except as hereby modified, all terms and conditions of the Original Agreement, and the First and Second Amendments shall remain in full force and effect, binding on the CITY and the YMCA.

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

YOUNG MENS CHRISTIAN ASSOCIATION, INC.

By: Catusca Par
Title: CFO
Date: 9/11/2024

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this 11 day of September 2024, by means of ☒ physical presence or ☐ online notarization by CFO as CFO for YMCA, a corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Nicole Bucher
Print Name: Nicole Bucher
My Commission Expires: August 5, 2027

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner
Date: Sep 18 2024



AT: Tameara Crespo
City Clerk for

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes

Olga Sanchez de Fuentes, City Attorney

**RENEWAL AND SECOND AMENDMENT TO THE
AGREEMENT BETWEEN CITY OF KISSIMMEE AND
CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION.**

THIS RENEWAL AND SECONDAMENDMENT is made and entered into this 12th day of September, 2023, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to "City" and **YOUNG MENS CHRISTIAN**

ASSOCIATION, INC. a Florida not for profit organization, hereinafter **YMCA** and each represents

as follows:

WITNESSETH:

WHEREAS, the CITY and YMCA entered into that certain Agreement, hereinafter referred to as "Original Agreement," dated entered on October 10, 1989, and a subsequent First Amendment dated August 18, 2003; and

WHEREAS, the term of the First Amendment and extension of Agreement Between the City of Kissimmee and Central Florida YMCA expires on September 30, 2023;

WHEREAS, the Parties desire to renew the current term for an additional twelve-month term; and

NOW, THEREFORE, in consideration of the mutual understandings and covenants contained herein, the CITY and the YMCA agree as follows:

Section 1. TERM. The term of the lease agreement dated October 10, 1989, which was thereby extended by the First Amendment to September 30, 2023, shall be extended for a period of twelve (12) months, which may be renewed for one more an additional twelve (12) month period upon mutual written agreement of the parties.

Section 2. The effective date of this Amendment shall be September 12, 2023.

Section 3. Except as hereby modified, all terms and conditions of the Original Agreement, and the First Amendment shall remain in full force and effect, binding on the CITY and the YMCA.

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

YOUNG MENS CHRISTIAN ASSOCIATION, INC.

By: 
Cathy Paez

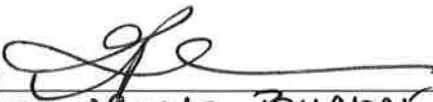
Title:
CFO

Date: 9/1/23

STATE OF FLORIDA
COUNTY OF Osceola

Notary Seal:



Notary: 
Print Name: Nicole Bucher
My Commission Expires: August 5, 2027

CITY OF KISSIMMEE, FLORIDA

Olga Gonzalez
Olga Gonzalez
Mayor Commissioner

ATTEST:

Linda S. Hansell
City Clerk



September 13, 2023

Approved as to form and legality

Olga Sanchez de Fuentes

City Attorney

FILE COPY

**AMENDMENT AND EXTENTION OF
AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
CENTRAL FLORIDA YMCA**

THIS AMENDMENT and Extension of Lease is made this 19th day of Aug 2003, by and between, the City of Kissimmee, a municipal corporation; (hereinafter referred to as Lessor) and Central Florida Young Men's Christian Association, Inc., a Florida Not for Profit Corporation; (hereinafter referred to as Lessee) and each represents as follows:

WITNESSETH

WHEREAS: YMCA currently operates a pool facility at its Kissimmee YMCA site located on lands under lease from the City; and

WHEREAS: YMCA is desirous of expanding that pool facility; and

WHEREAS: Lessor is desirous of providing a pool facility in the area near the YMCA similar to its facility located on Denn John Lane; and

WHEREAS: YMCA consents to incorporate into its expansion, similar facilities in the approximate value of \$3.8 Million Dollars as the City's Aquatic Center; and

WHEREAS: Lessor has determined that the grant shall serve the public interest and the economic advantage of both parties to enter into this agreement for the construction of this pool complex;

WHEREAS: The parties have previously entered into a Lease agreement dated October 10, 1989; and

WHEREAS: The Lessor and its fellow governmental entities have contributed grants approximately in the sum \$1,900,000.00 Dollars towards the recent construction of improvements; and

WHEREAS: The Lessor and its fellow governmental entities have previously provided financial grants throughout the prior terms of this lease; and

NOW THEREFORE, In consideration of Ten Dollars (\$10.00) and other good and valuable consideration exchanged and received between the parties, the undersigned jointly and severally for themselves, successors and assigns, do hereby declare, covenant and agree as follows:

1. **Term:** The term of the lease agreement dated October 10, 1989 is hereby extended to fifteen (15) years beginning October 1, 2008, and ending September 30, 2023.
2. **Construction of Improvements by Lessee:** Lessee shall, at its own costs and expense, construct on the leased premises, a pool facility and amenities similar in design, use and function as the current Aquatic Center owned and operated by the Lessor. Lessee hereby warrants to Lessor that all such improvements shall be free and clear of liens, claims and encumbrances and agrees to indemnify and save the Lessor harmless from and against any all losses, damages and costs, including reasonable attorney fees, with respect thereto. Title to the improvements constructed on the leased

premises by Lessee during the term hereof shall remain in the lease throughout the term, but title to the facility and all other improvements upon the leased premises, including all improvements previously installed on the leased premises, shall vest in the Lessor upon the expiration of the said term extension, or upon sooner termination of the lease in accordance with the terms hereof. All personal property which may be removed without material injury to the leased premises or to the facility shall be and remain the property of Lessee and may be removed by Lessee prior to or within (30) days after termination of this agreement; provided however that Lessee may not remove the same while in default hereunder, and that Lessee shall, at its own costs and expense, promptly repair any damage to the leased premises or to the facility or other improvements caused by such removal.

3. **Rent:** The annual rent payable by Lessee to the Lessor for its use of the leased premises shall continue at the current rate increased by the CPI at the designated intervals. All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the Lessor may direct Lessee in writing. A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. Receipt of late fee is not a waiver of the default, but is additional costs incurred by the Lessor for the Lessee's failure to perform.

Lessor and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the United States Department of Labor, Bureau of Labor Statistics, Index of Consumer Prices. In 1993, 1998, 2003, 2008 and every five (5) years thereafter, the parties hereto will compare the price index for said year with the price index for 2000 and the annual rental payments shall be increased (or decreased) in the same proportion as said price index has increased (or decreased) with the price index for 2000.

4. **Grant Award:** The Lessor agrees to award to the Lessee, a grant, conditional upon the construction of the improvement outlined in Paragraph 3 above, the sum of \$500,000.00, payable \$100,000.00 per year for five (5) years. The first payment shall be upon execution and each November 1st thereafter. It is also conditioned upon the right and permission of City citizens to use the YMCA pool facility at the same rate, fees and charges as the City's Aquatic Center.
5. **Indemnification:** Lessee agrees to indemnify and hold the Lessor, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines, penalties and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the Lessor, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the leased premises, including the work, acts or omissions of its officers, agents, employees, contractors, subcontractors, operators and sub Lessee's, except when proximately caused by the Lessor's negligence or by the joint negligence of the Lessor and any person other than Lessee, its officers, agents, employees, contractors, subcontractors, operators or sub Lessee's. Lessor will refer to Lessee, promptly upon notice thereof, any claim made or suit instituted against it, which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to settle and/or defend the same to the extent of its interest. Lessee shall pay all attorney fees and costs incurred by the Lessor in its defense of any such action and in recovery of all amounts owed by Lessee to the Lessor under this agreement. Any final judgment

rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

6. **Attorney Fees, Venue, Jury Trial:** Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.
7. **General Provisions:** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and, it shall serve as a mutual agreement in writing by them to terminate any pre-existing agreement entered into by them with respect to the same subject matter, such termination to be effective immediately upon the execution by them of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall be deemed to constitute an instrument.

Whenever the context shall require, all words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all singular words shall include the plural, and all plural words shall include the singular. The parties acknowledge and agree that each party has reviewed this Agreement and that any rule of construction resolving ambiguities against the drafting party shall not be employed in the interpretation of this Agreement or any amendment, exhibit or schedule hereto.

Any party may, at its discretion, waive in writing any or all of the conditions herein contained to which its obligations hereunder are subject provided that neither failure nor delay on the part of a party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any singular or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No course of dealing between the parties shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default.

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions contained herein.

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to:

CITY MANAGER
101 N. CHURCH STREET
KISSIMMEE, FL 34741

And notices, consents and approvals to Lessee addressed to:

CENTRAL FLORIDA YMCA
433 NORTH MILLS AVENUE
ORLANDO, FL 32803

8. **Fees, Rates & Hours of Operation:** Lessee shall charge the same fees and rates as the City Aquatic Center and shall keep the pool open at least the same minimum number of hours and days as the City Aquatic Center.
9. **Other Provisions:** All other provisions of the original lease agreement dated October 10, 1989 not in conflict with amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement at Kissimmee, Florida on this ____ day of _____ 2003.

ATTEST:

By: _____
Linda P. Jaworski
City Clerk

By: _____
George A. Gant, M.D.
Mayor-Commissioner

Approved as to Form and Legality

Donald T. Smallwood, City Attorney

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____ who is the _____, of _____,
who is personally known to me or who has produced _____
as identification.

Notary Public, State of Florida
My Commission Expires:

By: _____

By: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____ who is the _____, of _____,
who is personally known to me or who has produced _____
as identification.

Notary Public, State of Florida
My Commission Expires:

ORIGINAL

LEASE

THIS AGREEMENT, made and entered into this 10th day of Oct, 1989, between THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, party of the first part, hereinafter called Lessor, and CENTRAL FLORIDA YMCA, INC., a Florida corporation, party of the second part, hereinafter called Lessee. It is mutually agreed by both parties hereto, where either is mentioned herein, that same refers to their heirs, executors, administrators, successors or assigns who are bound as fully and completely by the covenants herein as the parties hereto.

WITNESSETH: That the said Lessee has this day rented and leased from said Lessor and Lessor has rented and leased to said Lessee, the following premises:

From the Northeast corner of the SE $\frac{1}{4}$ of Section 20, T 25 S, R 29 E, Osceola County, Florida, run S 00°27'55" E, along the East line of said SE $\frac{1}{4}$, 886.68 feet; run thence S 89°07'35" W, 50.0 feet, to the Point of Beginning; continue S 89°07'35" W, 545.0 feet; run thence S 00°27'55" E, 400.0 feet; run thence N 89°07'35" E, 545.0 feet; run thence N 00°27'55" W, 400.0 feet; to the Point of Beginning. Contains 5.0 acre.

to be used for the operation and maintenance of a YMCA facility, including all activities customarily maintained at such facility, for a term of fifteen (15) years from the date of the expiration of our current lease in 1993, commencing on the tenth day of the month following F.A.A. approval of this lease, for which the Lessee shall pay, in addition to other considerations noted herein, as rent to the Lessor, a yearly rental of \$10,000.00, (Ten Thousand Dollars) plus sales tax, if applicable, with the first year's rent payable at the time of execution of this lease, and all other yearly rent payments to be made in advance each year.

At the expiration of fifteen (15) years, Lessee shall have the option to renew this lease for an additional five (5) years at terms and conditions to be negotiated at that time and mutually agreed to by the Lessor and Lessee.

cc: *Ampt*
Zunane

current lease
7-1-93 thru 7-1-2008

* Party of the first part and party of the second part, Lessor and Lessee, recognize and agree that the purchasing power of the United States dollar is evidenced by the United States Department of Labor, Bureau of Labor Statistics, Index of Consumer Prices. In 1993, 1998, ^{2003, 2008} and every five years thereafter, the parties hereto will compare the price index for said year with the price index for 1988 and the annual rental payments shall be increased (or decreased) in the same proportion as said price index has increased (or decreased) with the price index for 1988.

IT IS FURTHER AGREED that if Lessee fails to pay same when due, or if any other terms or conditions of the lease are violated by the Lessee, then the Lessee becomes a tenant by sufferance, thereby waiving all right of notice to vacate the premises and the Lessor shall be entitled to re-enter and retake possession immediately and recover immediately the entire balance of the rental due on the lease. However, the above remedies shall not constitute a waiver of any right or remedy afforded the Lessor by statute or law.

IT IS FURTHER MUTUALLY AGREED as follow:

1. Lessee is to repair at its own expense any damage to the premises caused by neglect on their part.

2. The Lessee shall provide and pay for all lights, gas, electrical current, water and sewers used anywhere in or about the demised premises.

3. Lessor has the privilege of showing the above described premises for rent at any time within thirty days previous to the expiration of this lease, and during the said time to exhibit said premises during reasonable hours. Further, the Lessee shall permit Lessor to enter the demised premises as necessary to ascertain that the covenants of this lease agreement are being fulfilled.

4. If the Lessee shall violate any of the restrictions in this lease or fail to keep any of its covenants, the Lessor may immediately declare this lease void, terminate the same and take possession of the premises.

5. The demised premises shall not be used for any purposes except for the purposes herein designated, without the written consent of the Lessor.

6. Lessee accepts the leased premises in its present condition and as suited for the uses intended by Lessee. Lessee shall, at its own expense, keep and maintain the said premises and appurtenances and every part thereof, in good order and repair, except portions of premises to be repaired by Lessor under the terms hereof. Lessee agrees also to keep all fixtures pertaining to water, sewer, and electrical systems in good order and repair and agrees also to be liable for any damage to such systems, if such damage is due to negligence of Lessee. Lessee agrees to return said premises to Lessor at the expiration of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

7. Lessee hereby releases Lessor from any and all damages to both person and property and will hold the Lessor harmless from all such damages during the term of this lease. To comply with this provision, Lessor will furnish a liability insurance policy in the penal sum of \$100,000/\$300,000 with protection to the Lessor to be covered under the said policy.

8. Lessee shall have the right to construct, at its expense, as it sees fit, subject only to building, zoning and other governmental restrictions.

9. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements

imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

10. The premises shall not be used for any illegal purposes nor in any manner to create nuisance or trespass nor in any manner to vitiate the insurance or increase the rate of insurance on premiums. Lessee agrees not to abandon, or vacate leased premises during the period of this lease and agrees to use said premises for the purpose herein leased until the expiration thereof.

11. Lessee agrees that it will not assign this lease nor sublet the leased premises without the prior written consent of the Lessor, except this lease may be assigned by the Lessee to any recognized financial institution requiring the same as a condition for financing any improvements to the leased property. However, Paragraph 17 as set forth hereafter, shall not be changed or modified by these provisions. In the event of a permitted assignment or subletting, the Lessee shall, nevertheless, remain primarily liable for and shall guarantee the performance of, all of the terms and conditions of this Lease Agreement. In the event the Lessee under this lease is a corporation, any sale, transfer, gift or other method of disposal of over ten percent (10%) of the stock, either in a single transaction or cumulative transaction, shall be deemed an assignment of this lease. In the event the Lessee is a partnership, any transfer of any partner's interest shall be deemed an assignment of this lease.

12. Lessee shall keep the property, improvements and appurtenances in good, safe, clean, neat and attractive condition. Lessee shall not allow any unsightly accumulation of junk, rubbish and debris of any character upon the property. Failure to maintain the property in the manner required herein, and upon failure by Lessee to make such correction within twenty (20) days after notification by the City Manager shall be sufficient cause for the Lessor to enter upon the premises, by its own forces, or under contract, and make such improvements or corrections as may be necessary, the cost of which shall be paid by the Lessee.

13. Throughout the terms of this lease, the Lessor warrants that it shall operate, maintain, manage and control the airport of which the leased premises here described are a part. Such operation, maintenance, management and control shall comply with the requirements of the F.A.A. and in such a manner as to insure the continual operation of the airport.

14. Lessor reserves the right to take any action it considers necessary to protect the aeronautical approaches of the airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the airport which is, in the opinion of the Lessor, a limit of the usefulness of the airport or constitutes a hazard to aircraft. As a condition of this lease, prior to the erection of any improvements, the Lessee and Lessor shall furnish to the F.A.A. a proposal for building and improvements that are to be placed on the leased property and this lease shall not be effective until such time as the F.A.A. agrees that the proposed improvement shall not be an obstruction to the aeronautical approaches to the airport.

15. During time of war or national emergency the Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.

16. In the event the Tax Assessor of Osceola County, Florida, acting under his authority, places the real property, the subject matter of this lease, or any personal property located thereon, upon the tax rolls of Osceola County and the City of Kissimmee, then the Lessee herein agrees within thirty (30) days of the receipt of a statement to pay to the Lessor the amount of taxes assessed.

17. It is specifically understood and agreed by the parties hereto that as a condition of this lease the Lessee shall not have the right to request nor shall the Lessor have the right to subordinate the fee ownership or any portion thereof to any mortgage, trust agreement or claim of lien arising from the construction of the placing of any improvements upon the demised property. All improvements to be placed upon the demised property shall be at the expense of the Lessee and under no conditions shall the Lessor be obligated or required to pay for all or any part of said improvements. The lease shall be placed at the expense of Lessee, upon the Public Records of Osceola County, Florida, prior to any construction or improvements being placed upon the demised property and prior to any execution of any documents or contracts relating to construction thereon the demised premises.

18. The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinabove described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

19. The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinabove described real property to such a height so as to comply with Federal Aviation Regulations, Part 77,

20. The Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinabove described real property which would interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard.

21. The Lessee may erect or construct buildings or other facilities as hereinbefore provided for that shall meet with prior approval of the Lessor, and in the event the Lessee is permitted to so construct, title of the same shall revert to the Lessor at the expiration of this lease, free and clear of any encumbrances.

22. It is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar provisions to another Lessee on other parts of the airport.

23. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions thereof, and any existing or subsequent amendments thereto, are subject to all terms and conditions contained in the lease of said lands from the City of Kissimmee, Florida, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Lessor pertaining to the Kissimmee Airport.

24. The Lessee may terminate this lease upon thirty (30) days written notice to the Lessor. Termination by the Lessee shall result in all improvements made by the Lessee becoming the property of the Lessor. This provision shall not apply to the personal property of Lessee.

The Lessor, by action of the City Commission, may terminate this lease prior to the term with ninety (90) days written notice. In the event the Lessor exercises this option, both parties shall obtain appraisals of the building(s) constructed by Lessee on the premises. The appraisers appointed by each of the

two parties will appoint a third appraiser, who shall reconcile the parties' appraisals and present a final appraisal. The Lessor would pay Lessee the final appraised fair market value of the building and improvements. This procedure would not apply in the event of a cancellation by the Lessor which is beyond the Lessor's control, such as an act of war, or a take over of the airport by the Federal Government.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF KISSIMMEE, FLORIDA

Bruce R. Van Hise
Mayor-Commissioner

Mark E. Darbo
City Manager
(Lessor)

(SEAL)

ATTEST:

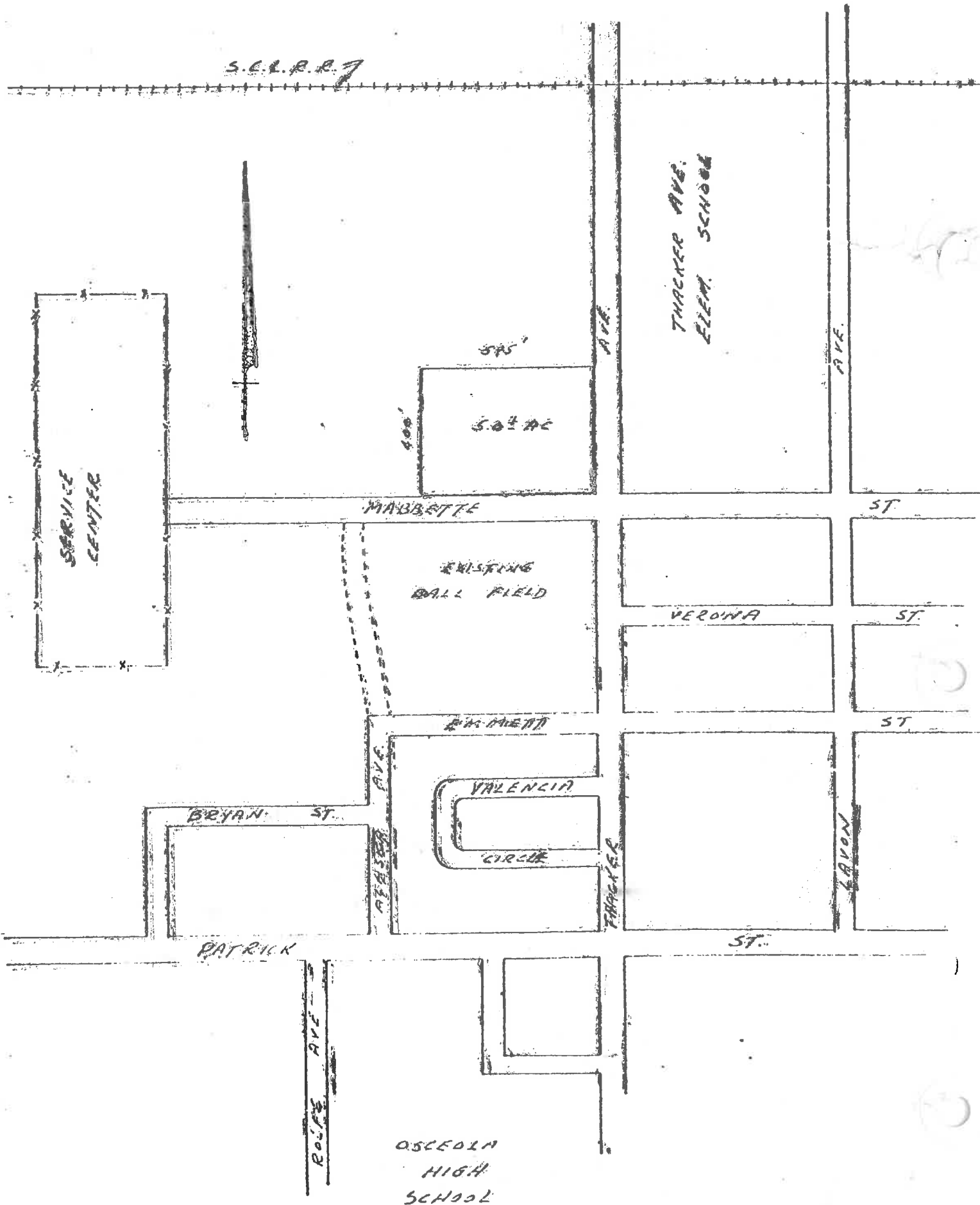
Sandra L. Meyer
Deputy City Clerk

CENTRAL FLORIDA YMCA, INC.

Jerry Hunt General Director
Robert A. Lichner
(Lessee)

YMCA

PROPOSED LEASE SITE
CENTRAL FLORIDA YMCA, INC



ITEM 7.H

First Amendment to First Right of Refusal to Lease Property at the Kissimmee Gateway Airport, Dyer-Thacker Commerce Park

Request

Approval to renew First Amendment to First Right of Refusal, to Lease Airport Property with Kissimmee Place Development Group, Inc. (contract #20250081).

Explanation

Kissimmee Place Development Group, Inc., has requested renewal of the First Right of Refusal for approximately eight and a half (8.5) acres to develop the Dyer-Thacker Commerce Park along the north side of M.L.K. Jr. Blvd. The First Right of Refusal was originally granted on December 17, 2024 for a period of one year. A lease was signed May 21, 2025, for the design/construction of a Hyatt Studio Hotel and the applicant has been making progress towards development of this project. The proposed intent for the remaining acres will focus on developing aviation training facilities and optional aviation student housing to support the community, the airport, and aviation workforce development.

Additional leases will be long-term, at fair market value, and enable the design, construction, management/maintenance of the grounds and facilities for the duration of the lease agreement.

Recommendation

Staff recommends approval to renew First Amendment to First Right of Refusal, to Lease Airport Property with Kissimmee Place Development Group, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) First Amendment to First Right of Refusal Agreement to Lease Property Dyer-Thacker Commerce Park-KPDG

**FIRST AMENDMENT TO
FIRST RIGHT OF REFUSAL AGREEMENT TO
LEASE PROPERTY
DYER-THACKER COMMERCE PARK**

THIS FIRST AMENDMENT TO FIRST RIGHT OF REFUSAL AGREEMENT, made as of the ____ day of _____, 2025, by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and KISSIMMEE PLACE DEVELOPMENT GROUP, INC., hereinafter referred to as "COMPANY," a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, on December 17, 2024, Company and City entered into a First Right of Refusal Agreement ("**Agreement**"), attached hereto and incorporated herein as Exhibit 1, for Company to consider leasing property located at Kissimmee Gateway Airport, such real property shall hereinafter be referred to as the "Option Parcel" and is more particularly described in Exhibit "A" of the Agreement; and

WHEREAS, the Parties now desire to extend the Agreement for an additional 12 months, starting from December 17, 2025 ("**First Amendment**"), under the terms in the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and Company hereby agree to amend the Agreement as follows:

1. **Recitals Incorporated.** The forgoing recitals are incorporated in and made a part of this First Amendment to the same extent as if herein set forth in full.
2. **Term.** This First Amendment shall commence on December 17, 2025, and shall continue for a period of twelve (12) months ("**First Renewal Term**"), or until such time as the Company and City enter into a resulting lease agreement for the Option Parcel or the Agreement is extended for another renewal term.
3. **Right of First Refusal to Lease Option Parcels.** The Company agrees to pay a fee of \$2,500 per acre per year for the Right of First Refusal to lease the Option Parcel. A description of the Option Parcel, which consists of approximately eight and one-half (8.5) acres of real property is more particularly described in "Exhibit A" attached, and hereby incorporated by this reference. The total Right of First Refusal Fee for the First Renewal Term for the Option Parcel is \$21,250 per year or \$5,312.50 per quarter. Such fee shall be invoiced to Company and promptly paid by the first of the month, commencing on January 1, 2026, for the Term.
4. Except as amended by this First Amendment, the Agreement shall continue in full force and effect in accordance with its terms and conditions.

KISSIMMEE PLACE DEVELOPMENT GROUP, INC.

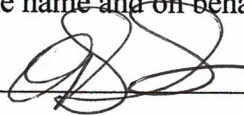


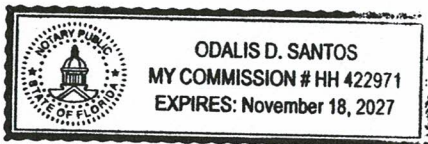
Santiago M. Fernandez
Managing Partner

STATE OF FLORIDA,
COUNTY OF OSCEOLA,

The foregoing instrument was acknowledged before me this 8th day of December 2024, by means of physical presence or online notarization, by Santiago M. Fernandez, Managing Partner of KISSIMMEE PLACE DEVELOPMENT GROUP, INC., a Florida corporation, who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Seal:

Notary: 



CITY OF KISSIMMEE

Jackie Espinosa, Mayor

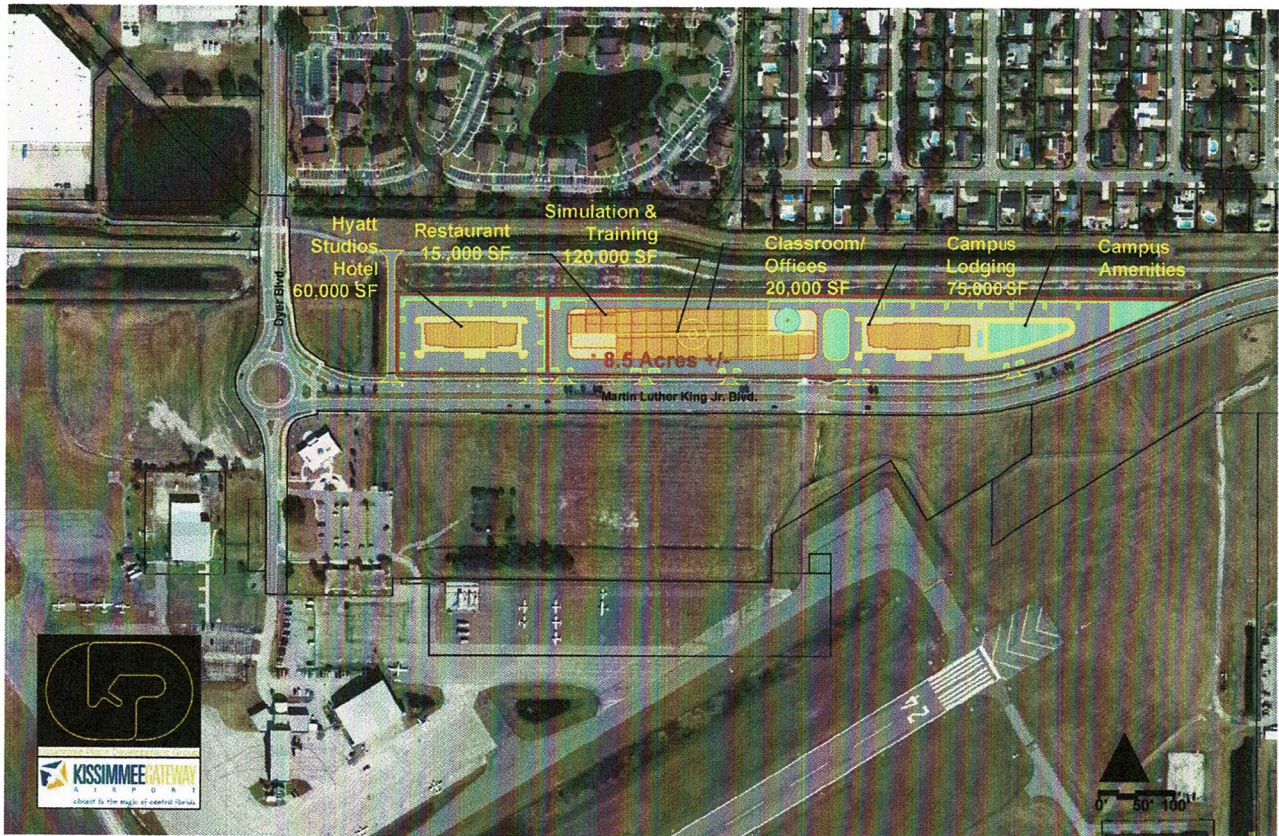
Attest:

City Clerk

Approved as to form & legality.

City Attorney

EXHIBIT 1
FIRST RIGHT OF REFUSAL AGREEMENT



**FIRST RIGHT OF REFUSAL AGREEMENT TO
LEASE PROPERTY
DYER-THACKER COMMERCE PARK**

THIS AGREEMENT made and entered into this 17th day of December 2024 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and KISSIMMEE PLACE DEVELOPMENT GROUP, INC., hereinafter referred to as "COMPANY," a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Company has requested a Right of First Refusal to lease property located at Kissimmee Gateway Airport, such real property shall hereinafter be referred to as the "Option Parcel" and is more particularly described in Exhibit "A"; and

WHEREAS, pursuant to City Policy 1501, Company has submitted an application with a preliminary conceptual site plan which the City has reviewed and determined that it is a satisfactory application; and

WHEREAS, The Parties agree to enter into this First Right of Refusal Agreement to provide the Parties an opportunity to conduct thorough due diligence to determine the desirability of leasing the Option Parcel; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the CITY and COMPANY agree as follows:

1. **Recitals Incorporated.** The forgoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full.
2. **Term.** This Agreement shall commence on the above stated effective date and shall continue for a period of twelve (12) months, until such time as the Company and City enter into a resulting lease agreement for the Option Parcel, or until the termination of that certain Non-Binding Letter of Intent by and between the Parties of even date herewith, whichever occurs sooner.
3. **Right of First Refusal to Lease Option Parcels.** The Company agrees to pay a fee of \$2,500 per acre per year for the Right of First Refusal to lease the Option Parcel. A description of the Option Parcel, which consists of approximately eight and one-half (8.5) acres of real property is more particularly described in "Exhibit A" attached, and hereby incorporated by this reference. The total Right of First Refusal Fee for the Option Parcel is \$21,250 per year or \$5,312.50 per quarter. Such fee shall be invoiced to Company and promptly paid by the first of the month, commencing on January 1st, 2025, for the Term.
4. **Company's Obligations Precedent to Lease Agreement.** As a condition of entering into a lease agreement for the Option Parcel from City, Company agrees to present to the City the following:

- a. A design and plan to construct a 122-room hotel within 2 acres on the west side of the parcel and as an option, restaurant, rental spaces, associated utilities and automobile parking upon the remaining 6.5 Acres.

A final configuration and architectural program defined for the Option Parcel within the timeframe mutually agreed to by the parties, and which may include the sitework for the hotel, restaurant, associated utilities and automobile parking, subject to all applicable laws and regulations.

- b. The parties may also consider the development of an additional aviation campus facility, office space, and/or retail space facilities on the Option Parcel, subject to all applicable laws and regulations.
- c. The Company shall ensure that any design standards, layout, materials and construction on the Option Parcel will meet all City standards, FAA standards, and will be subject to final inspection by the City and all other applicable governmental agencies having approval jurisdiction.

5. **Commencement of Lease Payments.** Lease payments shall commence as specified in the resulting lease agreement.

6. **Lease Agreement Terms.** The lease agreement entered by the Parties shall be based upon the City's current ground lease rates and the following terms.

- a. Kissimmee Gateway Airport Ground Lease Rate:
Fair Market Value Appraisal
- b. Additional terms as determined by a resulting Comprehensive Agreement pursuant to section 255.065, Florida Statutes.
- c. The lease term is expected to be forty (49) years, with the mutual option of renewing the lease for three (3) separate additional ten (10) year periods.

SIGNATURE PAGE TO FOLLOW

KISSIMMEE PLACE DEVELOPMENT GROUP, INC.

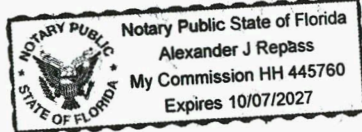


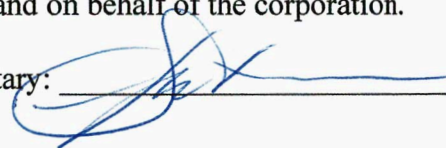
Santiago M. Fernandez
Managing Partner

STATE OF FLORIDA,
COUNTY OF ~~OSCEOLA~~, Brevard 

The foregoing instrument was acknowledged before me this 16th day of December, 2024, by means of physical presence or online notarization, by Santiago M. Fernandez, Managing Partner of KISSIMMEE PLACE DEVELOPMENT GROUP, INC., a Florida corporation, who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Seal:



Notary: 

CITY OF KISSIMMEE



Jackie Espinosa, Mayor

Attest:



Tameara Crespo

City Clerk

Approved as to form & legality.

Olga Sanchez de Fuentes

City Attorney

Exhibit “A”

Legal Description: DYER-THACKER COMMERCE PARK PB 22 PG 183-185 LOT 7



Proposed Leasehold 8.5 Acres



Proposed Future Development

ITEM 7.I

Dell Server purchase from Davenport Group

Request

Approval to purchase Enterprise Dell Server equipment from Davenport Group using the NASPO ValuePoint Contract #23004 assigned to Dell Marketing, L.P. (43210000-23-NASPO-ACS), in the amount of \$366,775.87 (Contract #20260034) and authorization for the City Manager to execute the Contract.

Explanation

This purchase is to replace the City's current end-of-life server hardware purchased in 2020. As part of the Information Technology Department's goal to create and maintain a state-of-the-art information management system, the department plans to adopt newer technologies that have proven to be aligned with this goal in a timely manner. This purchase is an example of such technology to ensure the City has secure and supported technology. This solution delivers faster server performance, improved reliability, and simplified administration.

This purchase of Dell Server equipment will be made using the NASPO cooperative purchasing agreement fulfilled by Davenport Group.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10460106 506494	ST2510	Decrease	400,000	366,775.87

Financial Summary:

This purchase is an infrastructure improvement and is budgeted in the Sales Tax fund.

Recommendation

Approve purchase of Enterprise Dell Server equipment from Davenport Group using the NASPO ValuePoint Contract #23004 assigned to Dell Marketing, L.P. (43210000-23-NASPO-ACS), in the amount of \$366,775.87 and authorize the City Manager to execute the Contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology
Presenter:

Attachment(s):

City of Kissimmee

1. (S) Davenport Group Dell Server Purchase

**PARTICIPATING ENTITY ADDENDUM TO NASPO CONTRACT # 23004 WITH
DAVENPORT GROUP, INC., A MINNESOTA CORPORATION LOCATED AT 104
BELFAST AVENUE, LEWISBURG, TN 37091 (HEREINAFTER “VENDOR”)
(HEREINAFTER “PARTICIPATING ENTITY ADDEDNUM”)**

WITNESSETH

WHEREAS, the City of Kissimmee’s (hereinafter “City”) is in need of server equipment, installation of the serve equipment, and data storage as further described in Exhibit A, “Vendor’s Quote”; and

WHEREAS, Pursuant to the City’s Purchasing Manual, the City may procure goods and services from bid or proposals through cooperative purchasing agreements with the State of Florida or any of its governmental subdivisions; and

WHEREAS, Pursuant to a competitive bidding and selection process, The State of Minnesota and NASPO ValuePoint Cooperative Procurement Program (hereinafter “NASPO ValuePoint”) awarded a contract to Dell Incorporated based upon the competitive bidding and selection process and subsequently entered into Contract Number 23004 (hereinafter referred to as “Master Agreement,” which is incorporated herein by reference); and

WHEREAS, on September 7, 2023 the Master Agreement was assigned to Dell Marketing, L.P. (hereinafter “Dell”); and

WHEREAS, pursuant to Recital 4 of the Master Agreement, the Department of Management Services (hereinafter “DMS”) of the State of Florida utilized the Master Agreement to enter into Contract # 43210000-23-NASPO-ACS (hereinafter “State Participating Entity Addendum”, which is incorporated by reference); and

WHEREAS, the Chief Procurement Officer for the State of Florida has notified NASPO ValuePoint that NASPO ValuePoint is authorized “to make all NASPO ValuePoint contracts available to all authorized public entities [including political subdivisions], except a public entity subject to the jurisdiction of a chief procurement officer (CPO) established in statute, rule, or law;” and

WHEREAS, the City is a political subdivision of the State of Florida and an authorized public entity that is not subject to the jurisdiction of the State of Florida CPO; and

WHEREAS, the Master Agreement allows a participating entity to purchase from Dell Incorporated or an authorized retailer of Dell.; and

WHEREAS, Vendor is an authorized reseller of Dell in the State of Florida; and

WHEREAS, pursuant to Exhibit B Section 5(b) of the Master Agreement, the City may alter, modify, supplement, or amend the Master Agreement by a participating entity addendum and such participating entity addendum may include specific language in order to comply with applicable law³” and

WHEREAS, City, a participating entity, intends to access the Master Agreement and its terms, but seeks to add additional terms and conditions, that are not addressed in the Master Agreement, via this Participating Entity Addendum to add clauses required by state law and specific local policy requirements; and

WHEREAS, Vendor and the City (collectively hereinafter the Parties”) have determined that it is economically advantageous and in the best interest of the Parties to enter into this Agreement to provide the services described in Exhibit A, “Vendor’s Quote”; and

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Participating Entity Addendum, the Master Agreement, the State Participating Entity Addendum, the Vendor’s Quote, the Human Trafficking Affidavit, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Participating Entity Addendum, the State Participating Entity Addendum, the Master Agreement, the Vendor’s Quote, the Human Trafficking Affidavit, in that order.

Upon execution of this Participating Entity Addendum, all references made to “Participating Entity” in the Master Agreement will be interpreted as pertaining to the “City of Kissimmee,” “City,” and “City of Kissimmee Commissioners,” all references made to “Contractor,” “Original Contractor,” and “Assigned Contractor” in the Master Agreement will be interpreted as pertaining to Vendor and all terms and conditions of the Master Agreement not inconsistent with this Participating Entity Addendum, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the word “Participating Entity” appears, it will be read as “City of Kissimmee,” “City,” and “City of Kissimmee Commissioners” and wherever the word “Contractor” appears, it will be read as “Vendor.”

Upon execution of this Participating Entity Addendum, all references made to “Department,” “Customer,” and “State of Florida” in Sections 2.3, 3.1 – 3.5, 3.8, 3.9, 5.1, 6.1 – 6.5, 6.7, 6.8, and 7 – 14 in Exhibit B of the State Participating Entity Addendum will be interpreted as pertaining to the “City of Kissimmee,” “City,” and “City of Kissimmee Commissioners,” all references made to “Contractor” in Sections 2.3, 3.1 – 3.5, 3.8, 3.9, 5.1, 6.1 – 6.5, 6.7, 6.8, and 7 – 14 in Exhibit B of the State Participating Entity Addendum will be interpreted as pertaining to Vendor and all terms and conditions of the State Participating Entity Addendum not inconsistent with this Participating Entity Addendum, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the words “Department,” “Customer,” and “State of Florida” appear, they will be read as “City of Kissimmee,” “City,” and “City of Kissimmee Commissioners” and wherever the word “Contractor” appears, it will be read as “Vendor.”

3. **TERM.** The term of this Agreement shall begin upon execution and continue through June 30, 2026. This agreement shall be automatically extended if the Master Agreement is extended.

4. **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.
5. **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.
6. **NOTICE.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee Peggy Sousa Director Information Technology Department 101 Church Street Kissimmee, FL 34741

7. **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.
8. **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.

9. **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.
10. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
11. **PUBLIC RECORDS.** Vendor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Vendor shall keep and maintain public records required by City to perform the service.

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

- a. If City's Custodian of Records requests records from Vendor, Vendor shall provide 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 as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. 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 Agreement term and following completion of the Agreement if Vendor does not transfer the records to City.

- c. Upon completion of the Agreement, Vendor shall transfer, at no cost, to City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.
12. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.
13. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.
14. **SECURITY BREACH.** Vendor acknowledges that it is a covered entity as defined by Section 501.171, Florida Statutes and shall comply with any record disposal procedures and, if applicable, notices required by Section 501.171, Florida Statutes. Additionally, if the City is required to provide any notice required by Sections 282.3185 or 501.171, Florida Statutes, as a result of a "cyber security incident" as defined by Section 282.0041 or "breach of security" as defined by Section 501.171, Florida Statutes, Vendor shall provide as soon as reasonably possible City with all necessary information (hereinafter "such information") for City to make any notices or to produce any after action report required by those statutes.
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. **FUNDING.** The obligation of City for payment to Vendor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law. In the event of non-appropriation of funds by the Kissimmee City Council for any purchase under this Agreement, City will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, Contractor on thirty (30) days prior written notice shall accept cancellation,

but failure to give such notice shall be of no effect and City shall not be obligated under this Agreement beyond the date of termination.

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

CITY:

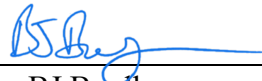
CITY OF KISSIMMEE,
a Florida municipal corporation

By: _____
Mike Steigerwald
City Manager

Date: _____

VENDOR:

Davenport Group, Inc.

By:  _____
Name: BJ Bradley
(As Authorized Agent)

Date: 11/26/2025

Title of Attached Agreement: NASPO Contract # 23004 (incorporated by reference only, not attached), DMS Contract # 43210000-23-NASPO-ACS (incorporated by reference only, not attached), Vendor’s Quote # DG15831

EXHIBIT A
VENDOR'S QUOTE



davenportgroup

City of Kissimmee, FL

Data Center

DG15831

your **davenport group** representative

Andrew Holloway

Principal Account Executive

andrew.holloway@davenportgroup.com

cell: 407-492-6568

corporate: 877-231-9114

Quote



davenportgroup

Prepared For

City of Kissimmee, FL
101 Church St
Kissimmee, FL 34741

Quote Number DG15831
Quote Date 12/09/2025
Quote Expiration 12/14/2025

Jim West
jim.west@kissimmee.gov

Contract Code(s)
43210000-23-NASPO-ACS

Datacenter - Contract - 43210000-23-NASPO-ACS

Qty	Description	Unit Price	Ex. Price
4	PowerEdge R760 Server Trusted Platform Module 2.0 V6 2.5" Chassis with up to 16 SAS/SATA Drives, Smart Flow, Front PERC 11 (2) Intel Xeon Gold 6542Y 2.9G, 24C/48T, 20GT/s, 60M Cache, Turbo, HT (250W) DDR5-5200 (16) 64GB RDIMM, 5600MT/s, Dual Rank (2) 480GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD RAID 1 PERC H355 Controller Front No Operating System Riser Config 3, Half Length, 2x8 FH Slots (Gen4), 2x16 FH Slots (Gen5), 2x16 LP Slots (Gen4) Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0 Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height, V2 iDRAC9, Datacenter 16G OpenManage Enterprise Advanced Plus Dual, Hot Plug, Power Supply (1+1) Redundant 1400W 2U (2) C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America PowerEdge 2U Standard Bezel Cable Management Arm, 2U ReadyRails Sliding Rails (B21) ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 5 Years	\$28,665.23	\$114,660.92
2	Dell EMC S5224F-ON Switch 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU OS10 Enterprise, S5224F-ON (2) Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach (6) Dell Networking, Transceiver, SFP, 1000BASE-T	\$18,822.18	\$37,644.36

Quote



davenportgroup

Datacenter - Contract - 43210000-23-NASPO-ACS

Qty	Description	Unit Price	Ex. Price
	Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter (14) Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter (2) Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US QTY 2 ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 5 Years ProSupport Plus OS10 Enterprise Software Support, 5 Years		
1	PowerStore 1200T 384GB Appliance DIMM 192GB Per Node (15) 2.5 NVME SED SSD 3.84TB PowerStore NVRAM FIPS QTY 2 PowerStore Base SW 25GBE OPTICAL 4 PORT CARD PAIR 25GBE TWINAX 4 PORT IO MODULE PAIR 1800 WATT POWER SUPPLY PAIR L9 PowerStore Base Enclosure Install Kit AppSync for PowerStore ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch, 5 Years (15) ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Low-Capacity SSD Add-On 5 Years ProSupport Plus for AppSync Starter Pack Software Support, 5 Years ProDeploy Plus for PowerStore ProDeploy Plus Add-On for PowerStore Remote Replication (Requires ProDeploy Plus)	\$198,970.59	\$198,970.59
		Sub-Total	\$351,275.87

Installation Services

Qty	Description	Unit Price	Ex. Price
1	Installation Services	\$15,500.00	\$15,500.00
		Sub-Total	\$15,500.00

Total **\$366,775.87**

Payment Terms



Payment Terms: Terms of payment for products, software, subscriptions, and maintenance are Net 30 from the date of invoice, unless otherwise agreed upon. Pricing provided in this quote is valid through the expiration date stated above, after which pricing is subject to change. Davenport Group Care Services are considered maintenance for the purpose of these terms. A separate invoice for Davenport Group Professional Services will be issued upon completion of those services; the terms will be Net 30 from the date of the invoice. Recurring invoices require payment upon receipt of invoice. Recurring contracts will be reconciled (i.e. "trued up") and an invoice adjustment will be made to match the preceding term's actual use. For metered products billed periodically based on usage, recurring and true-up invoices all require payment upon receipt of invoice. Cancellation of non-term and/or out-of-contract software contracts requires 30 days' written notice.

Electronic payments are accepted via ACH, bank-to-bank transfer, and credit card. Credit card transactions will incur a 4% processing fee.

If a software product includes the ability for the Customer to add additional services, capacity, and/or users, invoices for any added and/or altered expenses will be reconciled (i.e. "trued up") and an invoice adjustment will be made based on the preceding term's actual use. In some circumstances, subscription renewals may renew under supplier provisions that may affect pricing.

Pricing and Tariff Disclosure: All products listed on this quote may be subject to tariffs imposed by governmental authorities. Tariff charges are not included in the quoted prices and will be added to the applicable invoice. Davenport Group reserves the right to cancel orders if payment is not received according to the terms specified above.

Block Hour Payment Terms: Payment is due in advance, upon receipt of invoice.

Return Policy: Davenport Group does not offer a return policy unless a product is confirmed defective by the manufacturer. In the event of a product defect, Davenport Group will engage the manufacturer under their terms and conditions for replacing or rectifying the defective product.

Customer Inspection of Shipment: Customer is responsible for inspecting all shipments upon receipt. If any discrepancies or damaged items are identified, the customer must notify Davenport Group within 3 business days of receipt of shipment. Failure to notify us within this specified time period will result in Davenport Group being unable to take any corrective action.

By proceeding with the purchase, the customer acknowledges and agrees to adhere to the terms regarding payment, returns, inspections, and notifications of discrepancies or damaged items. Applicable taxes and shipping will be included on all invoices. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

*Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. The data and information contained herein may not be reproduced, published, or distributed beyond the Client organization without the express prior written consent of Davenport Group, except as required by Florida State Public Disclosure Laws.

Thank you for your business!

Signature

Date

Statement of Work



If applicable, please enter the PO Number and Shipping Address below.
By submitting a purchase order, referencing the Davenport Group quote number DG15831, Client agrees to be bound by the terms and conditions referenced herein.
**These fields are optional*

PO Number	
Ship to Name	Jim West
Street	101 Church St. Suite 400
City	Kissimmee
State	
<i>*Use 2 Character Abbreviation</i>	FL
Postal Code	34741



davenportgroup

City of Kissimmee, FL

Statement of Work

Servers, Networking, and PowerStore

November 26, 2025

Presented by:
Lisa Emmons

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1. Client Information

Client Name	City of Kissimmee, FL
Client Contact	Jim West jim.west@kissimmee.gov
Client Address	101 Church St Kissimmee, FL Kissimmee
Additional Sites (if applicable)	

2. Statement of Work

This Statement of Work (“SOW”) is entered into as of the date of the last signature below (“Effective Date”) and sets forth the terms under which the City of Kissimmee, FL, (“Client”) has engaged Davenport Group, Inc. (“Davenport Group”) to provide the services described hereunder (the “Services”).

This SOW is an offer that is valid for thirty days. If the Client executes this SOW within that time, then it will become a valid and binding SOW.

2.1 Scope

- Install and configure PowerConnect Switches
- Install and configure PowerStore Storage Array
- Install and configure Poweredge servers

2.2 Assumptions

Davenport Group has made the following assumptions while specifying the Services detailed in this SOW:

- The provision of the Services does not include the development of any intellectual property created solely and specifically for the Client under this SOW.
- Business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. local Client time. Services will be performed during business hours, unless mutually agreed upon in writing.
- Service engagements will utilize full contiguous business days, unless mutually planned and agreed upon.
- Client’s network infrastructure is stable and is the same across all its sites.
- This SOW includes travel to one domestic location within the continental United States. Travel to other locations is out of scope unless otherwise stipulated within this SOW.
- Davenport Group is not responsible for resolving compatibility or other types of issues that cannot be resolved by the manufacturer, or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
- For a timely and successful implementation to occur both the Client and Davenport Group must work together and requests for assistance by Davenport Group need to be responded to in a timely manner. Client will work with Davenport Group to ensure that the necessary Client information, appropriate documentation, and the ability to gain access to the necessary Client resources, personnel, and facilities happen as promptly as possible.

Statement of Work



- If issues present themselves that prevent the Client from meeting its obligations as set forth in this SOW, Davenport Group may adjust the timeline or costs as necessary and will provide the Client notice of any changes.
- Davenport Group is not responsible for application malfunctions or conflicts between Client applications.
- Davenport Group engineers shall not perform engineering and/or consulting tasks that are outside their skill sets and experience. Davenport Group engineers may decline a service request if the request falls outside the scope of their experience and expertise.
- Cyber threat detection, remediation and/or resolution are not in scope and would require a specific SOW.

3. Services

3.1 Planning

- Dialog with Client's IT staff to determine design goals and project requirements that are agreed to by Davenport Group and the Client.
- Review existing environment for technical readiness requirements.
- Review installation requirements.
- Review network configuration.
- Review operating systems and application versions.
- Make recommendations for any environmental changes that may be required to ensure work herein is completed successfully.
- Create a timeline and task list.
- Ensure Client reviews, accepts, and abides by the terms and conditions.

3.2 Services

- **Datacenter Networking**
 - **Implement and configure Dell Networking switches**
 - Mount switch(es) in appropriate rack and cable switch(es) with supplied power cables and customer provided Ethernet cables
 - Perform basic layer 2 switch configuration
 - Configure up to 10 vLANs for storage and virtualization environment
 - **Network Switch Basic Administration Training**
 - Review basic administration and configuration functions with the customer
 - Ensure the customer understands the Dell Switch configuration(s), how to manage the system, and make changes on their own
 - Ensure the customer knows when and how to contact Dell Support
- **Dell EMC PowerStore**
 - **Implement a functional and validated installation of the Dell EMC PowerStore Storage (SAN 1) with the following objectives:**
 - **Racking the Dell EMC PowerStore Storage Hardware**
 - Mount Storage Processor(s) in appropriate rack
 - Mount Disk Enclosure(s) in appropriate rack
 - Populate Disk Enclosure(s) with disk drives
 - Install necessary fibre, network, and power cables
 - **Basic setup of PowerStore Manager**
 - Set the IP addresses
 - Ensure all aspects of PowerStore Manager are fully functional and operating as designed

- Create disk pools, block/file access, and server connectivity
 - Configure ESRS for support connectivity
- **Label, document, and verify**
 - Label all cables installed
 - Document all cable connections made to this point
 - Verify all connections to and from PowerStore Manager (iSCSI, Fibre Channel)
- **File Server Configuration (if applicable)**
 - Install and configure Windows MMC snap in
 - Create NAS Server
 - Configure 1 File System
 - Mount SMB Share
- **Configure Replication (if applicable)**
 - Configure connectivity to remote PowerStore
 - Configure replication and replication schedules
- **SAN Administration Training**
 - Review basic administration and configuration functions with the customer
 - Review controller failover Best Practices timeout settings
 - Review with the customer the Dell EMC PowerStore operations manual
 - Ensure the customer understands the PowerStore configuration, how to manage the system, and make changes on their own
 - Ensure the customer knows when and how to contact Dell EMC Services
- **VMware vSphere Installation and Configuration**
 - **Implement a functional vSphere environment**
 - **Installation and configuration of vSphere hosts**
 - Mount host(s) in appropriate rack and cable host(s) based on approved vSphere physical design
 - Install approved version of ESXi on all hosts
 - Configure vSwitches, dvSwitches, VMKernel ports, and port groups based on approved vSphere logical design
 - **Installation and configuration of vCenter**
 - Import vCenter Appliance onto host
 - Enable and configure vSphere Web Client
 - Enable and configure Active Directory Authentication
 - Create Windows Server templates and operating system customization specification
 - **Cluster creation and advanced configuration**
 - Configure High Availability (HA) and Distributed Resource Scheduler (DRS)

- Configure host groups and affinity rules based on logical design
- **vSphere administration knowledge transfer**
 - Install and explore vSphere Client
 - Review Datastore creation and administration
 - Explore vMotion, HA, and DRS configuration/administration
 - Ensure customer knows how to create and manage VMs

4. Out of Scope

4.1 Excluded Services

Both Davenport Group and the Client acknowledge that only the services outlined in this SOW will be performed by Davenport Group.

- Layer 3 configuration (Static and Dynamic Routing, VRRP, BGP, etc.) is not included in the scope.
- Client to migrate data and workloads after demonstration and knowledge transfer

4.2 Change Management

The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below.

Changes to scope beyond what is listed within this SOW, must be documented in writing with a Request for Change Form (attached here as Attachment B), and signed and approved by both parties as an amendment to this Statement of Work. If additional costs are applicable, they will be noted in the Request for Change Form.

5. Client Responsibilities

- Client will promptly notify Davenport Group in writing of a) any changes Client makes to its information technology environment (“Environment”) that may impact Davenport Group’s performance of the Services; and b) if Client becomes aware that any of the Assumptions set forth herein are incorrect.
- Client will maintain a backup of all data and programs on affected systems prior to Davenport Group performing the Services and during the term of the SOW. Davenport Group will have no liability for loss or recovery of data, programs, or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- Prior to the start of this SOW, Client will provide to Davenport Group, in writing, contact information for a single point of contact (the “Client Contact”) who will ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such Client Contact. Failure to assign a Client Contact might result in an increase in project hours, length in schedule, and/or an increase in costs needed to complete the services.
- Client will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services (“Technical Contacts”). Davenport Group may request that meetings be scheduled with Technical Contacts.
- The Client Contact will have the authority to act for Client in all aspects of the Service including bringing issues to the attention of the appropriate persons within Client’s organization and resolving conflicting requirements.
- The Client Contact will ensure that any communication between Client and Davenport Group, including any scope-related questions or requests, are made through the appropriate Davenport Group project management personnel.
- The Client Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- The Client Contact will ensure attendance by key Client contacts at Client meetings and deliverable presentations.
- The Client Contact will obtain and provide project requirements, information, data, decisions, and approvals within one working day of the request, unless both parties agree to a different response time.
- Client may be responsible for developing or providing documentation, materials and assistance to Davenport Group and agrees to do so in a timely manner. Davenport Group shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Client’s failure to provide such timely documentation, materials, and assistance.
- Client will ensure the Services personnel have reasonable and safe access to the project site, a safe working environment, an adequate office space, and parking as required.

Statement of Work



- Client will inform Davenport Group of all access issues and security measures and provide access to all necessary hardware and facilities.
- Client is responsible for providing access to all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
- Client will secure applicable and appropriate data center rack space, electrical capacity, network capacity and required third-party hardware, software or documentation **in advance** of the installation date.
- It is the Client's responsibility to obtain any and all prerequisite software licenses, certificates, codes, etc.
- If applicable, Client will have procured any required OS media, certificates, and product keys.
- If applicable, Client will locate OS certificates and register them online in order to generate appropriate license keys.
- If applicable, Client will ensure all required and/or appropriate Windows' licenses have been purchased prior to doing any P2V conversion. Windows' licenses purchased OEM with a physical server **cannot** be transferred to another server, physical or virtual.
- Client is responsible for all elements of system security. Industry best practices should be used by the Client for creating, issuing, managing, disabling, and revoking user IDs and passwords for Davenport Group personnel.
- Client will provide Davenport Group in writing with any restrictions or requirements regarding the Davenport Group consultant's use of personal equipment in advance of the commencement of the project.
- Client will provide access to telephone if cellular phone service is not operational within the datacenter and/or work area.
- Client will provide a computer connected to Client's network for the purpose of administration and testing. This computer needs to be freely available throughout the entire installation process.
- Client will ensure the Services personnel have secure remote access to all necessary systems at the Project site, sufficient for remote completion of all services work.
- Client agrees to notify Davenport Group immediately of any unauthorized use of Client Accounts or any other breach of security.

6. Acceptance and Authorization

The advice, recommendations, work product, and deliverables provided as part of this engagement were developed for the Client management and is not intended for use by any other party or for any other purpose and should only be relied upon by Client management. Decisions, actions or inactions, related to the advice and recommendations of this assessment, provided by the services, are the responsibility of the Client.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have signed this SOW as of the Effective Date.

City of Kissimmee, FL

Davenport Group, Inc.

Signature



Signature

Name

BJ Bradley

Name

Title

Chief Operating Officer

Title

Date

12/3/2025

Date

Any changes to the terms will void Davenport Group signature and require a new agreement.

7. Attachment A: General Terms and Conditions

1. SERVICE

The following states the general terms and conditions under which we agree to perform certain services as described in the SOW attached hereto. Signature of the SOW by the parties, incorporate by reference these general terms and conditions and form the entire agreement between the parties.

2. TAXES

Client agrees to pay all applicable taxes, which result from any transaction under this SOW. If Client claims exemption from any such taxes, Client will provide Davenport Group with the documentation required, by the taxing authority, at point of purchase to support the exemption.

3. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

DAVENPORT GROUP WARRANTS THAT SERVICE WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. IF ANY FAILURE TO MEET THE FOREGOING WARRANTY APPEARS WITHIN THIRTY (30) DAYS FROM THE DATE SUCH SERVICE IS FURNISHED, DAVENPORT GROUP SHALL RE-PERFORM THE SERVICE, INCLUDING REPLACEMENT OF FAILED PARTS PROVIDED AND INSTALLED BY DAVENPORT GROUP, OR REFUND THE AMOUNT PAID FOR SUCH SERVICE. THE FOREGOING SETS FORTH THE EXCLUSIVE REMEDIES AGAINST DAVENPORT GROUP FOR CLAIMS BASED ON A DEFECT IN SERVICES. DAVENPORT GROUP MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, INFRINGEMENT OR THE LIKE. DAVENPORT GROUP'S ENTIRE LIABILITY FOR ANY CLAIM, REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED \$10,000.00 OR THE AMOUNT PAID FOR THE SERVICE PROVIDED, WHICHEVER IS LESS. IN NO EVENT WILL DAVENPORT GROUP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, THIRD PARTY CLAIMS, LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF VALUE TO EQUIPMENT OR AFFILIATED COMPONENTS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PHYSICAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT.

4. INDEMNIFICATION

Unless where certain provisions are limited by Law, each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses liability, costs, or expenses (including reasonable attorney's fees), hereinafter called "Claims", arising out of bodily injury or death of any person or property damage, to the extent that such Claims are caused by the sole negligence, misconduct or other fault of the Indemnitor, its agents, employees or contractors. In no event will such liability of any kind include any special, incidental, or consequential damages.

5. CONFIDENTIALITY

Unless where Law limits certain provisions, each party agrees to utilize reasonable efforts in preserving the confidentiality of proprietary data or information that is designated confidential and is submitted pursuant to this SOW. Each party will be liable to the other party only in the event of a willful and material disclosure of such proprietary data or information.

6. NON-SOLICITATION

Each party agrees not to hire, contract, or take away or cause to be hired, contracted, or taken away, any employee or independent contractor from the other party, for a period of two years following termination of this SOW.

7. TERMINATION

Either party may terminate this SOW upon thirty days prior written notice for the failure of the other to comply with its Terms and Conditions.

8. GENERAL PROVISIONS

- a) Client may not assign or otherwise transfer its obligations under this SOW except with the written consent of Davenport Group, which shall not be unreasonably withheld.
- b) Client's environment is as represented to Davenport Group at the time of execution of this SOW.
- c) Davenport Group shall exercise commercially reasonable efforts to perform the services in a timely manner but shall not be liable for any failure of or delay in performance of its obligations under this SOW to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of Davenport Group's technical staff (collectively referred to herein as "Force Majeure"). Davenport Group shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
- d) Davenport Group may use affiliates and subcontractors to perform the Services.
- e) This SOW shall be interpreted in accordance with the laws of the State of Florida.
- f) Either party may bring no action under this SOW more than one year after the cause of action has accrued.
- g) If a court of competent jurisdiction deems any provision of this SOW invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the SOW.
- h) Any notice, under this SOW, shall be in writing and shall be effective upon receipt via certified United States Mail or nationally recognized courier. All changes to this SOW must be made in writing and executed by both parties.

8. Attachment B: Request for Change Form

GENERAL INFORMATION			
RFC Number:		Revision Number:	
Create Date:		Revision Date:	
RFC Title:			
SOW/Contract Title:			
Customer Name:	Name:	Email:	Phone:
Change Initiator: (prepared by)	Name:	Email:	Phone:
SCOPE OF CHANGE			
Reason for Change:			
Description of Desired Change:			
Effect of Change:			
	In the fields below, identify impact to Budget, Schedule, Quality, Quantity, Resources, and Cost; insert n/a if not applicable		
	Budget:	Schedule:	Quality:
	Quantity:	Resources:	Cost:
	Cost to be paid by:		
TERMS & CONDITIONS AND SIGNATURE			
This Request for Change Form ("RFC") is governed by and subject to the terms and conditions specified in the associated SOW. If applicable, the Agreement is incorporated by reference in its entirety into this RFC and the parties acknowledge having read and agree to be bound by the Agreement. In the event of a conflict or inconsistency between the provisions of this RFC and the provisions of the SOW or the Agreement, as the case may be, the provisions of this RFC will take precedence. Unless specified otherwise in the Reason for Change section, this RFC shall take effect on the latest signature date. Signatures below evidence acceptance of the change detailed above.			
Davenport Group		Client	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

Please e-sign or fax/email signed copy to your Davenport Group Account Executive



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

Davenport Group, Inc. does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: BJ Bradley

Title of Contractor's Authorized Representative: Chief Operating Officer

Signature of Contractor's Authorized Representative: 

Date: 11/26/25

ITEM 8.A
2026 City Commission Meeting Calendar

Request

Establish the commission annual meeting calendar for 2026.

Explanation

Each year, the City Commission approves a calendar for the upcoming year to help staff plan agenda items and to inform the Commission, staff, and the public of the meeting schedule. Commission meetings are held on the 1st and 3rd Tuesdays of each month.

Staff recommends the Commission adopt the proposed calendar for 2026, including the dates set for the Annual Commission Retreat, Budget Workshop, and Budget Hearings. The Budget Hearings are tentatively scheduled for the 2nd and 4th Tuesdays in September. However, since the City is required by statute to defer its adoption dates to Osceola County and the Osceola County School District, these dates will be confirmed later in the year.

Although Commission meetings are set, workshops and CRA meetings may be scheduled as needed throughout the year.

Recommendation

Approval to adopt the 2026 City Commission Meeting Calendar

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. 2026 Commission Meeting Dates



OFFICE OF THE CITY CLERK

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 – 407.518.2308

2026 City of Kissimmee Commission Meeting Dates

January 6, 2026
January 16, 2026 (Commission Retreat * 8:30 am)
January 20, 2026

February 3, 2026
February 17, 2026

March 3, 2026
March 17, 2026

April 7, 2026
April 21, 2026

May 5, 2026
May 19, 2026

June 2, 2026
June 16, 2026

July 7, 2026
July 21, 2026
July 27, 2026 (Budget Workshop * 2:00 pm)

August 4, 2026
August 18, 2026

September 8, 2026 (1st Budget Hearing)
September 22, 2026 (2nd Budget Hearing)

October 6, 2026
October 20, 2026

November 3, 2026
November 17, 2026

December 1, 2026
December 15, 2026

The City Commission meets on the 1st and 3rd Tuesday each month. Dates are subject to change and/or meetings may be added with Commission approval.

All meetings are scheduled for 6:00 p.m. unless otherwise noted**.

ITEM 8.B

Acceptance of Sculpture Donation and Authorization of Installation

Request

Approval to accept the donation of a sculpture from the National Chamber of Arts/CAM USA, titled "The City of Love". Staff also requests direction on their request to install the sculpture at Lakefront Park, authorize use of the Kissimmee Lakefront Park on February 14, 2026, for the purpose of holding a Mass Wedding Celebration of symbolic significance for the unveiling of the sculpture.

Explanation

The National Chamber of Arts (CAM USA), who presented a proposal to market Kissimmee as "The City of Love" at the Commission workshop on October 27, 2025, is seeking authorization to install and donate a sculpture titled "The City of Love" to the City of Kissimmee. The organization has identified Lakefront Park as the desired location for the piece as part of its cultural and artistic outreach efforts. The sculpture is intended to serve as a permanent landmark for weddings, anniversaries, celebrations, and tourism promotion within the City of Kissimmee.

The sculpture's estimated value is \$10,000, which exceeds the City's \$2,500 threshold for administrative acceptance of donations. As a result, City Commission approval is required to formally accept the donation as well as authorize placement of the sculpture in Lakefront Park.

Recommendation

Commission Direction.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. National Chamber of Arts_Sculpture 02.14.26
2. The City of Love Sculpture



NATIONAL CHAMBER OF THE ARTS
Office of the Presidency
Kissimmee, Florida
December 02 2025

Commissioner Noel Ortiz
City of Kissimmee
Florida, United States

Subject: Request for Authorization
for Use of Lakefront for Mass Wedding,
Setup, Decoration, and Installation
of the First Kissimmee
Love Spot – February 14 2026

Dear Commissioner Ortiz,

Through this letter, and on behalf of the National Chamber of the Arts, we respectfully request your valuable support so that, through the corresponding municipal departments, the necessary authorizations may be granted for the use of the Kissimmee Lakefront on February 14, for the purpose of holding a mass wedding of institutional and symbolic significance for the City.

We expressly request that this authorization include permission for the full setup, staging, decoration, and overall spatial conditioning of the venue, so that the citizens and visitors of Kissimmee who wish to take part in this mass wedding may do so in a dignified, safe, and representative environment, with the appropriate logistical conditions for the proper development of the event.

In a second and complementary phase of this celebration, we also respectfully request authorization for the installation and official unveiling of the first "Kissimmee Love Spot", as a landmark of identity, tourism promotion, and public-space revitalization.

The Love Spot sculpture is projected with the following approximate characteristics:

- Height: 3 meters
- Base: 6 meters wide
- Design: conceived to allow public interaction and photo opportunities
- Purpose: to become a permanent landmark for weddings, anniversaries, celebrations, and tourism promotion for the City

www.canartes.org | direccion@canartes.com | Tel.MX: +52 5573 403674 | Oficinas:
Montecito 18 - WTC CDMX | Corresp.: Montecito 38, Sky Lobby 30, C.P. 03812 |
Apartado Postal 145 Col Nápoles, Alcaldía Benito Juárez 03812
+1 407 693 2908 (US) | +52 5573 403674 2621 W. Piedmont Rd, Phoenix, AZ. 85041



It is of special importance to us that the installation and official unveiling of this first sculpture take place at the Lakefront itself, due to its high representational, accessibility, and symbolic value for Kissimmee. Therefore, we respectfully request that the authorization also cover the use of the space, technical setup, and the logistical requirements for this unveiling event.

This request is submitted based on the background and institutional development of this project, which began in June of last year in the Dominican Republic, and which was formally presented to the City Commissioners and the Mayor on October 27, as part of the strategic vision to position Kissimmee as "The City of Love."

Likewise, we respectfully request that this authorization be issued in written form, in order for this Chamber to be able to formally initiate sponsorship requests to cover the costs of fabrication, setup, and installation of the first Love Spot, with full transparency and proper institutional backing before companies, foundations, and strategic partners.

For your consideration, we are enclosing the conceptual design and preliminary cost estimate of the first Love Spot.

Without further ado, we remain attentive to your kind response and reaffirm our full willingness to work in close coordination with the Municipal team.

Respectfully,

NATIONAL CHAMBER OF THE ARTS


Jacobo Efraim Cabrera Palos
President


Yolanda Bernard
Vice President – USA

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